

NHPC LIMITED
(A GOVT. OF INDIA NAVRATNA ENTERPRISE)



CIN: L40101HR1975GOI032564

E-Tender Document
For
“Mega Risk Policy including Terrorism & Third
Party Liability Policy for NHPC Power Stations (For
one year w.e.f 01.04.2025 to 31.03.2026)”

Tender Reference No.: NH/CCW/CC-II/CO-354/PR10024/240

December-2024

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SECTION - I

NOTICE INVITING TENDER (NIT)

NHPC LIMITED
(A Government of India Navratna Enterprise)
 Regd. Office: NHPC Office Complex, Sector-33, Faridabad-121003 (Haryana)

Notice Inviting (Open) E-Tender (NIT) -Web Notice

Online bids (e-tender) are invited in Two stage- bidding basis Stage-I: Technical-bid and Stage-II: Financial Bid shall be invited from the qualified bidders who are found eligible after Stage-I, for and on behalf of NHPC Limited (A Govt. of India Enterprise) from Insurance Regulatory and Development Authority of India (IRDAI) approved Insurance Companies providing General Insurance Business for **“Mega Risk Policy including Terrorism & Third Party Liability Policy for NHPC Power Stations (For one year w.e.f 01.04.2025 to 31.03.2026)”** on **Open Tender Basis**.

1. The complete bid/ tender document can be viewed and downloaded from Gem Portal <https://gem.gov.in>.. The brief details of the tender are as under:

Sl.No.	Item	Description
i)	Nature of bid	Service Bid on GeM Portal
ii)	Bid No.	GEM/2024/B/5664260
iii)	Tender Reference No.	NH/CCW/CC-II/CO-354/PR10024/240
iv)	Bid Life Cycle (From Publish Date	90 Days
v	Bid Offer Validity (From End Date	90 Days
vi)	Completion Period	365 days
vii)	Tender inviting Authority	General Manager (CC-II), 2 nd Floor, Jyoti sadan, NHPC Office Complex, Sector-33, Faridabad-121003 (Haryana)
viii)	Venue for opening of bids	Contracts Civil Division, 2 nd Floor, Jyoti Sadan, NHPC Office Complex, Sector-33, Faridabad-121003 (Haryana)

2. The critical dates of tender are as under:

Sl. No.	Particulars	Date & Time
i)	NIT Publishing Downloading Date & Time	05.12.2024 (निविदा प्रकाशन के तात्कालिक समय को माना जाएगा)
iii)	Pre bid meeting Date & Time	Date & Venue of Pre bid Conference 12.12.2024 (11:00 Hrs) 2 nd Floor, Jyoti Sadan, NHPC Office Complex, Sector-33, Faridabad, Haryana, India-121003 ii) Through the video conferencing meeting Id and Password will be

		shared to prospective bidder.
iv)	Online Bid Submission Start Date & Time	12.12.2024 (15:00 Hrs)
v)	Online Bid Submission end Date & Time	26.12.2024 (17:00 Hrs)
vi)	Technical Bid Opening Date & Time (Cover-I)	26.12.2024 (17:30 Hrs)
vii)	Price bid Opening Date & Time (Cover-II)	Date & time to be intimated later to the bidders whose Techno-commercial Bids will be found responsive

3. Eligible Bidder

As per Clause 2 of ITB.

4. All bidders who are **Class-I Local Supplier/Class-II Local Supplier** under Public Procurement (Preference to Make in India) order for Goods/ Services/ Works issued by Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry vide Order No. P-45021/2/2017-PP (BE-II) dated 16th September, 2020 or as amended are only eligible. Further, Bidder shall submit undertaking and declare Local content in this regard.
5. Bidders will submit duly signed documents/ certificates as defined in the ITB. Failure to produce the certificates shall make the bid non-responsive.
6. Bidder shall comply with the provisions of “Restrictions under Rule 144(xi) of the General financial Rules (GFRs) 2017” dated 23.07.2020 and subsequent clarifications regarding restriction on the bidders from the countries sharing land border with India.
7. At any time prior to the deadline for submission of bid, the Insured may amend the Tender Document by issuing corrigendum / addenda which shall be notified on Gem Portal <https://gem.gov.in> and www.nhpcindia.com. Therefore, the bidders are advised to visit the site regularly before deadline for submission of bids.
8. Online submission of the bid will not be permitted on the portal after expiry of submission time and the bidder shall not be permitted to submit the same by any other mode.
9. Bids will be opened as per the schedule at the aforesaid venue. In case the office happens to be closed on the date of opening of bid as specified, the same will be opened on the next working day at the same time and venue.
10. The bids, as well as all correspondence and documents relating to the qualification exchanged by the bidders and the Insured, shall be in the English language.
11. Insured reserves the rights to cancel the tendering process at any time before award of work without assigning any reasons thereof.

12. In case of any difference between wordings of English and Hindi version of 'NIT', English version shall prevail.

For & on behalf of NHPC Ltd.

General Manager (CC-II),
Contracts (Civil) Division,
2nd Floor, NHPC Office Complex,
Sector-33, Faridabad-121003 (Haryana),
Tele # 0129-2254677
E-mail: contcivil2-co@nhpc.nic.in

SECTION - II

INSTRUCTIONS TO BIDDERS (ITB)

INSTRUCTIONS TO BIDDERS (ITB)

1. General:

- 1.1 Online bids (e-tender) are invited in Two stage- bidding basis Stage-I: Technical-bid and Stage-II: Financial Bid shall be invited from the qualified bidders who are found eligible after Stage-I, for and on behalf of NHPC Limited (A Govt. of India Enterprise) from Insurance Regulatory and Development Authority of India (IRDAI) approved Insurance Companies providing General Insurance Business for **“Mega Risk Policy including Terrorism & Third Party Liability Policy for NHPC Power Stations (For one year w.e.f 01.04.2025 to 31.03.2026)”** on **Open Tender Basis**. The complete tender can be downloaded from GeM Portal <https://gem.gov.in>. E-Reverse Auction shall be conducted in GeM portal.
- 1.2 The Tender Document comprises of documents listed below and addenda issued if any:
- i) Section-I- Notice Inviting Tender (NIT),
 - ii) Section-II- Instructions to Bidders (ITB),
 - iii) Section-III- Forms and Schedule,
 - iv) Section-IV- Conditions of Policy
 - v) Section-V- Scope of Coverage including Annexures
 - vi) Section-VI- Bid Proposal Sheets & Schedules
- 1.3 This section of the bidding document provides the information necessary for bidders to prepare online responsive bids in accordance with the requirement of the Client/ Insured. It also provides information on online bid submission, opening, evaluation and award.
- 1.4 **Instructions for online bid submission:**

The Techno-commercial Bid and Price Bid to be submitted on-line at GeM Portal <https://gem.gov.in>. The bidders are required to submit soft copies of their bids electronically on the GeM Portal, using registered GeM user ID. The instruction for Seller's registration, User creations, Bid Participation Manual are available on GeM Portal under Training Module

1.4.1 ASSISTANCE TO BIDDERS:

- i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority or the relevant contact person indicated in the tender.

Bidder may visit FAQ Section of GeM Portal to find answers to common queries put forth by other Buyers, Sellers & Service Providers at <https://gem.gov.in/user/faqs>.

iii) For any technical queries please call at GeM Portal Helpdesk Number (Toll Free): 1800-419-3436;1800-102-3436 ; E-mail:helpdesk-gem[at]gov[dot].in

Note: Bidders are requested to kindly mention the URL of the Portal and BID No. in the subject while emailing any issue along with the Contact details.

2. **Eligible Bidder:**

- 2.1 The Invitation for Bid is open to all Insurance Companies providing General Insurance Business in India, approved by Insurance Regulatory and Development Authority of India (IRDAI).

*In case bids are received from multiple branches/units of same Insurance Company, an opportunity shall be given to bidder to withdraw multiple bids in such manner that only one bid from the bidder remains in the tendering process and in case the bidder refuses to do so, all the bids shall be considered as ineligible.

All bidders who are **Class-I Local Supplier/ Class-II Local Supplier** under Public Procurement (Preference to Make in India) order for Goods/ Services/ Works issued by Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry vide Order No. P-45021/2/2017-PP (BE-II) dated 16th September, 2020 or as amended are only eligible. Further, Bidder shall submit undertaking and declare Local content in this regard.

2.2 **Qualification Criteria:**

The bidders who wish to submit their bids for the aforesaid work shall have to meet the Qualification Criteria given as hereunder:

Qualification of the bidder will be based on meeting pass/ fail criteria specified below regarding the technical experience and financial position. The bidder shall also be required to furnish the information specified in their Bid. NHPC reserves the right to waive minor deviations, if they do not materially affect the capability of the bidder to perform the contract.

Following Technical and Financial criteria along with documentary evidence required is proposed for the bidders in Stage-I:

QUALIFICATION CRITERIA FOR CONSORTIUM FORMATION FOR APPROACHING RI MARKET AND SELECTION OF LEADER

- A. The Bidder should be a holder of license from IRDA for undertaking General Insurance Business. For this purpose, copy of license issued by IRDAI for undertaking General Insurance Business and Proof of payment of Annual Fee for the **F.Y. 2024-25** be submitted.
- B. The Bidder should be in general Insurance Business at least for the last five complete financial years. For this purpose, Proof of payment of Annual Fee towards General Insurance for FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23 & FY 2023-24 be submitted.

C. The qualified bids pursuant to Clause 2.2 (A) & (B) above, shall be considered for further evaluation based on following financial & technical criteria:

i) **Financial Criteria:**

Sl No	Parameters	Remarks #	Benchmark /Criteria	Max. Marks
Financial Parameters (30 out of 100 Marks) (Percentile based scoring)				
1*	Average of Annual Gross Direct Premium Income in India during the last three (03) completed financial years.	Relevant page(s) of Annual Report/ Balance Sheets containing Annual Gross Direct Premium figure in India duly certified by Authorized representative of Insurance Co. Otherwise, figure duly authenticated by the Statutory Auditors with UDIN should be submitted.	Highest amongst qualified insurers	15
2*	Average of PAT (Profit after tax) for last three (03) completed financial years.	Relevant page(s) of Annual Report/Balance Sheet & P&L containing PAT figure duly certified by Authorized representative of Insurance Co. Otherwise, figure duly authenticated by the Statutory Auditors with UDIN should be submitted. (If Profit after Tax (PAT) of the bidder's is negative during any financial year, the same will be considered as Zero during evaluation.)	Highest amongst qualified insurers	10
3*	Average of Net worth for last three (03) completed financial years.	Relevant page of Annual Report/Balance Sheet containing Net Worth figure duly certified by Authorized representative of Insurance Co. Otherwise, figure duly authenticated by the Statutory Auditors with UDIN should	Highest amongst qualified insurers	5

		be submitted. (If net worth of a bidder's is negative during any financial year, the same will be considered as Zero during evaluation.)		
Marks under Financial Parameters (A)				<u>30</u>

*

- a) Last three Financial Years mean FY 2021-22, FY 2022-23, FY 2023-24.
- b) In case bidder is a holding company, the financial criteria referred to in clauses above, as the case may be, shall be of that holding company only (i.e. excluding its subsidiary / group companies). In case bidder is a subsidiary of a holding company, the financial position criteria referred to in clauses above, as the case may be, shall be of that subsidiary company only (i.e. excluding its holding companies).

ii) **Technical Criteria:**

Experience in handling Insurance policies as Leader (70 out of total 100 Marks) (Percentile based scoring)				
S No	Parameters	Remarks/documents required #	Benchmark /Criteria	Points (max)
4**	Total Number of Insurance policies (excluding Employee Benefit, Motor Vehicle, Health, and Life Insurance) with Sum Insured of more than Rs. 10,000 Crores (MD+BI, if applicable) underwritten in last three (3) years as Lead Insurer in Power sector.	Copy of the relevant pages of Policy (ies) issued during Last 3 years, wherein total sum insured, appointment of bidder as leader, policy type, policy number and period of policy can be established	Highest no of policies amongst qualified insurers/ bidders	10.00
5**	Total Number of Insurance policies of Hydro Power Stations (excluding Employee Benefit,	Copy of the relevant pages of Policy (ies) issued during Last 3 years, wherein total	Highest no of policies amongst qualified	20.00

	Motor Vehicle, Health, and Life Insurance) with Sum Insured of more than 5000 Crore (MD+BI, if applicable) underwritten in last three (3) years as Lead Insurer.	sum insured, appointment of bidder as leader, policy type, policy number and period of policy can be established	insurers/ bidders	
6**	Single Insurance Policy (excluding Employee Benefit, Motor Vehicle, Health, and Life Insurance) having largest Sum Insured (MD+BI, if applicable) underwritten in last three (3) years as Lead Insurer.	Copy of the relevant pages of Policy (ies) issued during Last 3 years, wherein total sum insured, appointment of bidder as leader, policy type, policy number and period of policy can be established	Highest Sum Insured amongst qualified insurers/ bidders	10.00
7**	Average of claim Settlement ratio of Last three (3) completed financial years (i.e. FY 2021-22, FY 2022-23 & FY 2023-24) (The number of claims settled during the year from the total claims available for processing)	A certificate duly Authenticated/ audited by concerned statutory auditor with UDIN or an authorized practicing-chartered accountant or an authorized practicing firm of Chartered Accountant.	Highest amongst qualified insurers/ bidders	15.00
8**	Number of claims above Rs 10 Cr. settled by the Insurance company as Lead Insurer during last three (3) completed financial years (i.e. FY 2021-22, FY 2022-23 & FY 2023-24). (Excluding Employee Benefit, Motor Vehicle, Health, and Life Insurance)	A certificate duly authenticated / audited by concerned statutory auditor with UDIN or an authorized practicing-chartered accountant or an authorized practicing firm of Chartered Accountant.	Highest total claims (<i>in Amount</i>) amongst qualified Insurers/bidders	15.00

Marks on Experience in handling Insurance policies as Leader (B)	70
Total Marks on Financial and Technical Evaluation (A+B)	100

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- a) In case bidder is a holding company, the technical criteria referred to in clauses, above as the case may be, shall be of that holding company only (i.e. excluding its subsidiary / group companies). In case bidder is a subsidiary of a holding company, the technical position criteria referred to in clauses above, as the case may be, shall be of that subsidiary company only (i.e. excluding its holding companies).
- b) For Parameter No 4 to 6, information in respect of Policy inception in last 3 year needs to be considered. The reference date for considering the period of last 3 (three) years shall be reckoned from the last day of the month previous to the one in which the bids are invited.
- c) In respect of parameter No. 8, Claims settled for more than 10 crores in last three years is to be provided in format as under.

Sl No.	Nature of Insurance Policy	Name of Insured/client	Month & Year of settlement	Amount in Crs Upto two decimal

- I. Format needs to be certified by practicing Chartered Accountant.
- II. Claim amount above 10 Crs. to be considered net of deductible.
- III. No “On account payment” is to be considered under this criterion if claim is not finally settled. Further if the “On Account” payment is made prior to last three financial year and claim is finally settled in last financial three year then such On Account payment may be added in the claim settled amount.
- IV. Claim settled as a leader of the policy is only to be considered. Claim paid in the capacity of Co-insurer will not be considered.
- V. Total claim amount including the share of Co-insurer is required to be considered by the leader of the policy.

All the insurance companies have to submit supporting documents duly signed by Power of Attorney Holder. The format in which above information is to be given is attached as Schedule1 to Schedule-6 needs to be signed by the competent authority as mentioned there.

ii. Assignment of Marks for Evaluation

The bidder best in the Financial and Technical criteria will get the highest marks as

indicated against the criteria and others will get percentage of highest marks on proportionate basis (percentile method). In case of fractional marks/number, the marks shall be considered upto two decimal level only with next higher in case third decimal number is 5 or more.

For e.g. Average Net Worth of bidder "X" is higher amongst all the bidders, accordingly full Marks mentioned against parameter for "Net Worth" will be awarded to bidder "X". The best bidder needs to be identified for each given parameter. Net Worth of bidder "X" will become base for other bidder and the marks will be awarded to other bidders as under:

Marks = Net Worth of Bidder Under Consideration / (Net Worth of Bidder "X")
*(Marks allocated for Parameter "Net Worth")

iii. Evaluation Criteria for selection of consortium of six insurance companies:

- Based on the "**Technical & financial scores**" (out of 100 marks) the combined ranking shall be assigned to each of the Insurance companies.
- Top 6 insurance companies based on combined scores (Technical plus financial) shall be eligible to become member of consortium for the current years insurance program of NHPC for the purpose of convening Road Show and bring the price quote for the NHPC insurance program.
- In case of same combined score, bidder getting higher marks in technical parameter will get higher rank.

SELECTION OF LEAD INSURER AND CO-INSURES:

A) Formation of Consortium & Methodology/conditions for Price Discovery in RI Market:

- (i) On receipt of the Mandate from NHPC Ltd, the top six insurance companies shall compete to become leader of the Insurance consortium and shall provide inputs to NHPC within 7 days of receipt of mandate on following aspects:
 - a) Benchmarking of NHPC coverages and loss limits & deductibles etc.
 - b) Critical analysis of adequacy of coverage and wordings in the existing Mega Insurance policy.
 - c) Suggestive changes for improving the existing coverage limits and policy wordings
 - d) Suggestive detailed methodology of approaching the reinsurers/underwriters for timely and complete placement of NHPC's risk and time Schedule for entire activity.
 - e) Preparation of RI slips after review of policy wordings and provide suggestions

for improvements in policy wordings.

- (ii) The selected lead reinsurers/underwriters should have minimum “A-” (A minus) rating either from AM best or S&P or any other equivalent international rating agency as per rules, regulations and provisions stipulated by the regulator IRDA (The rating conditions is not applicable for GIC Re).
- (iii) Top six insurance companies shall provide undertaking for complete placement of NHPC’s risk with reinsures/underwriters as per rules, regulations and provisions stipulated by the regulator IRDA.
- (iv) Lead Re-insurer to have minimum 7.5% share.
- (v) While providing suggestion for approaching re-insurance market either directly or through an Insurance Intermediaries following broad points to be noted: -
 - a) Each company will either directly or through an Insurance Intermediaries (Re-insurance Broker) approach reinsurance market to bring lead terms.
 - b) All underwriting information will be shared with underwriters through RI Slips (containing the broad terms sought by NHPC). NHPC & all top six contenders (to become lead insurer) will interact with reinsurance markets through Road shows (physical and/or virtual as per the dates/mode finalized by NHPC in consultation with insurers).
 - c) Post Road Show, all top six bidders are required to submit their quotes premium through tendering mode on the finalized date, which shall be communicated separately.

2.3 Verification of local content:

In case of Procurement for a value in excess of Rs.10 crores, the Class-I local supplier/Class-II Local supplier' shall be required to provide a certificate from the statutory auditors with UDIN or cost auditors of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

- 2.4 Bidders shall not have been banned/ de-listed/ black listed/ de-barred from business on the ground mentioned in para 6 of Guidelines on Banning of Business dealings Self-declaration in this regard is to be submitted as per the enclosed proforma (Format-9).
- 2.5 To improve transparency and fairness in the tendering process the Insured is implementing Integrity Pact.

The Integrity Pact, signed by all the prospective Bidders and the Insured, shall commit the persons/officials of both the parties, not to exercise any corrupt/ fraudulent/collusive/coercive practices in the Tendering process and also during

implementation of the Contract. All Applicants shall enter into an Integrity Pact (to be executed on plain paper) with the Insured at the time of submission of their Bids. Only those Bidders who have entered into Integrity Pact with the Insured shall be eligible to participate in the bidding process. Entering into Integrity Pact as per Performa provided in the Section Forms & Procedures is a basic qualifying requirement.

To oversee the compliance of obligation under the Integrity Pact, Dr. Vinod Aggarwal (IAS, Retd.) and Sh. Prabhash Singh (ITS, Retd.) have been appointed as Independent External Monitors (IEMs) by the Insured /NHPC Ltd. The Contact address of IEMs is as under:

Sl. No.	Name	Contact Address
i)	Dr. Vinod Aggrawal, IAS (Retd.)	B-103, Sarvodaya Enclave, 2 nd Floor, New Delhi - 110017 E-mail: arsv50@gmail.com
ii)	Sh. Prabhash Singh, ITS (Retd.)	E7 M702, Housing Board Colony, Arera Colony, Bhopal, Madhya Pradesh-462016 E-mail: srgmhrbpl@gmail.com

Successful bidders shall execute Integrity Pact on non-judicial stamp paper of appropriate value as part of Contract Agreement.

- 2.6 The Bidder, against whom proceedings for insolvency under the Insolvency and Bankruptcy Code 2016, or as amended from time to time, have started, shall not be eligible for bidding. Self-declaration in this regard is to be submitted as per enclosed Proforma (Format-6).
- 2.7 Bids of only those Bidders who are meeting the Eligibility Criteria specified above will be considered for evaluation and award of the Contract. Bidder will submit requisite supporting documents and testimonials with their Bids to prove their credentials and claim of meeting the Eligibility Criteria.

3. Deleted

4. Clarification of Bidding Documents:

- 4.1 A prospective Bidder requiring any clarification of the bidding documents may notify to Tender Inviting Authority in writing or by e-mail at the address indicated in the NIT. The Employer will respond to any request for clarification received with in 05 days from the date of issue of NIT . Employer's response will be published on the GeM portal <https://gem.gov.in>, including a description of the inquiry, but without identifying its source. The Employer shall not be obliged to respond to any request for clarification received later than the above said period. Further, the mere request for clarification from the bidder(s) shall not be a ground for seeking extension in the deadline for submission of bids.

4.2 Deleted

4.3 Any modifications in the Tender documents, shall be made by the Insured exclusively through the issue of an Addendum pursuant to **Clause 5** of ITB.

4.4 **Pre-Bid conference:**

The Bidder or his authorized representative is invited to attend Pre-bid Conference which will take place at the address given below:

NHPC Ltd., NHPC Office Complex;
Sector, 33, Faridabad (Haryana),
INDIA- 121003.

The purpose of the conference will be to clarify any issues regarding the Bidding Documents in general and the Technical specification in particular. The Bidder is requested to submit questions in writing or by cable (hereinafter, the term cable is deemed to include email or telefax) to reach the Insured at the address indicated in NIT, not later than 02 days before the pre-bid conference. Any modifications of the Bidding Document, which may become necessary as a result of the pre-bid conference, shall be made by the Insured exclusively through an amendment pursuant to ITB **Clause 5**. Non-attendance at the pre-bid conference will not be a cause for disqualification of a bidder.

The pre-bid meeting shall be conducted online through video-conferencing and offline on the same date and time as stipulated in NIT and Bidding Data or as amended. The prospective bidders who wish to join the meeting on due date & time through video-conferencing, should mandatorily intimate Tender Inviting Authority (TIA) at least 02 (two) days prior to pre-bid meeting their details viz. name of participant & designation, mobile no., e-mail address, name of firm or any other information required for video-conferencing. The participant should have good internet connectivity as TIA shall not be held responsible for any disruption due to internet or any technical issues.

Meeting ID alongwith password shall be shared 01 (one) hour prior to scheduled time to the participant's e-mail/ mobile no. of prospective bidder.

5. **Amendment of Bidding Documents:**

5.1 Before the deadline for submission of bids, the Insured may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents by issuing addenda.

5.2 Any addenda/ corrigenda issued prior to submission of bids would be put up on the on GeM portal <https://gem.gov.in> as well as on NHPC website www.nhpcindia.com. Any addenda/ corrigenda/ clarifications thus issued shall be part of the bidding document. The prospective bidders have to check aforesaid portal for any amendment/ corrigenda/ clarifications periodically and before submission of their bids. All prospective bidders are

presumed to have examined all amendments/ corrigenda/ clarifications published on the website and have submitted their bids accordingly.

- 5.3 To give prospective Bidders reasonable time in which to take an amendment into account in preparing their bid, the Insured shall extend as necessary the deadline for the submission of bids.

6. Language of bid:

The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged by the Bidder and the Insured shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in English language, in which case, for purposes of interpretation of the bid, the translation in English shall govern.

7. Bid Currency:

All figures mentioned under the commercial bid should be in Indian National Rupee (INR). Commercial proposals in any currency other than INR, would be considered non-responsive and hence rejected.

8. Bid Validity:

- 8.1 Bids shall remain valid for a period of **90 days** after the deadline date for bid submission specified in NIT.
- 8.2 In exceptional circumstances, prior to expiry of the original time limit, the Insured may request the bidders to extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by e-mail or facsimile. A bidder agreeing to the request will not be required or permitted to modify his bid.

9. Preparation, Receipt and Signing of Bid:

The Bid shall be prepared and submitted in two parts as stated hereunder. Submission of the bids by any other means shall not be accepted by the Insured in any circumstances.

9.1 Online Submission:

Stage-I

- 9.1.1 **Cover-I:** This shall be named "Technical Bid". No price-bid related information shall be mentioned in the Technical Bid. Techno-commercial Bid shall comprise;
- i) Self Declaration regarding insolvency under the Insolvency and Bankruptcy code 2016 as per Format-6.
 - ii) Tender Acceptance Letter as per format appended in Section-III (Format-7).
 - iii) ECS Form, Bid Proforma as per format appended in Section-III (Format-8 & 10).

- iv) Undertaking by bidder towards Anti-Profiteering Clause of GST Act/ Rules as per format appended in Section-III (Format-11).
- v) Declaration in respect of banning/ de-listing as per **Clause 2.4** of ITB (Format-9).
- vi) Goods and Services Tax Registration No., PAN
- vii) Declaration regarding Class-I local supplier under Public Procurement (Preference to Make in India) (Format-12)
- viii) Other Supporting documents as per the tender requirement are to be uploaded and attached with the tender.
- ix) Integrity Pact along with Annexure-A & Appendix-I to IV as per **Clause 2.5** of ITB
- x) Notarized Power of Attorney in respect of the person authorized for signing the Bid as per **Clause 9.4** of ITB/ Authorization letter of Company on its letter head.

Stage-I, Cover-II: The Bidder shall upload document stating that “Price Bid shall be submitted in Stage-II” will quote Rs 0.01 in its quoted price in Cover-II, if required.

Stage-II:

Cover-I: The bidder shall update in Stage-II (Cover-I) that the technical bid has already been uploaded in Stage-I.

9.1.2 **Cover-II:** It shall be named “Financial Bid or Price Bid” and shall comprise of Schedule of Quantities and Prices.

The bidder shall quote the total premium (including Taxes, cost of withdrawal if any) for each item specified in BOQ. Further the breakup of taxes and cost of withdrawal, if any for each item shall be provided by the bidder in schedule)

Financial Bid shall be submitted in Electronic Form on the portal by the date & time as specified in NIT. Submission of the “Financial Bid” by any other means shall not be accepted by the Insured in any circumstances. In case, if any cell is left blank and no rate is quoted against any of the item(s) by the bidder, rate of such item(s) shall be treated as "0" (Zero) and considered included in the cost of the Bid and no separate claim whatsoever will be entertained on this account.

9.2 **Deleted**

9.3 Deleted.

9.4 The Bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The notarized power of attorney of the signatory of the Bid to commit the Bidder with authority of the executant to execute the same (by the way of Board Resolution, Article/ Memorandum of Association etc.) shall be furnished with the bid.

9.5 The Insured reserves the right to itself to postpone and / or extend the date of receipt or to withdraw the Bid notice, without assigning any reason thereof, entirely at its discretion. In such an event, bidders shall not be entitled to any compensation, in any form whatsoever.

9.6 Vague and ambiguous replies and replies such as “Refer covering letter, conditions of Bid etc.” shall be avoided. Such replies shall be deemed to be incomplete and may prevent the Bid from being considered by the Insured.

- 9.7 While preparing the bid proposal, bidders may give particular attention to the following aspects, in addition to price quotes.
- a) Scope of the Coverage.
 - b) Extensions.
 - c) Exclusions & Other Feature.
- 9.8 The following information shall also be provided by the bidders in their proposal:

Bidders shall comply with the provisions of “Restrictions under Rule 144(xi) of the General financial Rules (GFRs) 2017” dated 23.07.2020 and subsequent clarifications regarding restriction on the bidders from the countries sharing land border with India.

- 9.9 Bidders should agree to Scope of Coverage along with Extensions, Covers and the Conditions of Policy and other provisions of the bidding documents. However, deviation / exception, if any should be stated separately in Format F-3 along-with Bid Proposal, failing which it would be presumed that provisions of bidding documents including scope and terms and conditions etc. are acceptable to the Bidder.

Deviations, taken elsewhere in the bid and not brought out in the **Format F-3**, will not be entertained and NHPC reserves the right to reject the offer on account of such deviations, if the Bidder, on advice of NHPC, does not withdraw the deviations. If there are no deviations, the **Format F-3** shall be submitted duly signed and stamped after stating “Nil Deviations”. In case the same is kept blank by the bidder, it will be presumed that the provisions of bidding documents are acceptable to bidder.

The Bidders should also necessarily indicate the cost of withdrawal of deviations (if any) in the **Schedule** of Bid Proposal along with the price bid and shall not be submitted elsewhere for the respective option. This cost will be taken into consideration for the purpose of evaluation. In case the Bidder has not stated the cost of withdrawal of deviations in Format F-3 for any deviation/ exclusion taken by them, cost of withdrawal of such deviations shall be treated as ‘NIL’.

However, the Bidder must clearly understand that no deviation shall be acceptable in the conditions relating to Re-insurer supports & Rating and NHPC’s right to allot the business in line with the provisions of the bidding documents.

- 9.10 All Premium Rates & Total Premium to be quoted by the Bidders will be in Indian Rupees only on firm price basis and shall remain valid during the currency of the Policy Covers.
- 9.11 The Bid Proposal is to comprise all other information and details as per provisions of Bidding documents and Price Quotes as per Bid Price Schedule & Deviation/ Exclusions Schedules.

- 9.12 The bidders in their own interest are advised to be very careful while mentioning their rates in price bid in electronic form.
- 9.13 Taxes, duties, , GST and other impositions as may be levied under the Applicable Law & regulations including those assessed on the client, the amount of which is applicable as on 28 days prior to last date of submission of bid is deemed to have been included in the Contract Price. However, change in rates of existing tax or levy of New Tax applicable on service of this contract announced after 28 days prior to last date of submission of bid, shall be paid/ adjusted/ reimbursed by the Client in addition to contract price. The Client will reimburse the same to the Insurer on production of satisfactory proof of payment/ other documentary evidence, if any.

Changes in the advance tax rates of GST (on Service) payable to appropriate authorities will not be subject to adjustment.

The Contract unit rates shall be after taking into account the Input Tax Credit (ITC) and other benefits.

TDS wherever statutorily required under any Tax Act/ Rule shall be deducted and deposited and necessary certificate will be provided by the Insured.

Invoices and other documents submitted by Insurer/ bidder for payment under Interim Payment Certificate/ Final Payment Certificate, or any other payment under the contract shall be in accordance with the GST Law.

The Insurer shall furnish a certificate along with Interim Payment Certificate/ Final Payment Certificate that GST payable by him has been deposited/ will be deposited to the Govt. Treasury.

- 9.14 The Scope covered by this Bid specification shall be executed strictly in accordance with the conditions specified in this Bid document. If any of the aforesaid condition is not clear to the bidder, clarification may be sought from the Insured before submission of bids. Bidders are advised to accept all the conditions specified in the Bid document, to facilitate early finalization of bids. Separate set of commercial conditions (such as bidders' standard printed conditions) enclosed with the offer and any reference thereto may render the Bid liable to summarily rejection.
- 9.15 The bidder shall submit rate analysis of quoted price if so desired by the Insured.
- 9.16 Any addition, deletion or substitution in the bid document is not permitted. Failure to do so may render the bid liable for summarily rejection.
- 9.17 The Contract shall be for the whole Works, based on the 'Price Schedule' submitted by the Bidder.

10. **Late Bid:**

Online submission of the bid will not be permitted on the portal after expiry of submission time and the bidder shall not be permitted to submit the same by any other mode.

11. Modification, Substitution and Withdrawal of Bid:

- 11.1 After Submission of bid, the bidder can re-submit revised bid any number of times but before stipulated deadline for submission of bid. The bidders are advised not to withdraw their bids, as once the bid is withdrawn they cannot participate in the same tender again.
- 11.2 The server time (which is displayed on the bidder's dashboard) will be considered as standard time for referencing the deadline for submission of the bids by the bidders, opening of bid etc. The bidder should follow this time during bid submission.
- 11.3 No bid shall be withdrawn or modified/ revised in the interval between the bid submission deadline and the expiration of the Bid Validity period specified in the bid document. Withdrawal or modification of a bid during this interval shall be considered non-responsive.

12. Opening of Bids by Insured:

- 12.1 The Insured / Authority inviting Tender will open the bids received in the presence of the bidders/ bidder's representatives who choose to attend at the time, date and place specified in the NIT. The Bidders/ Bidder's representatives who are present shall sign a register evidencing their attendance. Bidder(s) can also view Bid opening online on the GeM portal <https://gem.gov.in> at their end.

In the event of the specified date for the opening of bids being declared a holiday for the Insured, the Bids will be opened at the appointed time and location on the next working day.

- 12.2 Online Cover-I i.e. Technical Bids shall be opened first.
- 12.3 Cover-I i.e. Technical Bids shall be evaluated for establishing eligibility of the selected bidder as per **Clause 2** as well as techno-commercially responsiveness as per **Clause 13** of ITB, and a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.
- 12.4 The Cover-II i.e. Financial Bid of only of those selected Bidder(s), who are found to be meeting the eligibility criteria as well as techno-commercially responsive for the subject Works shall be opened thereafter. The date of opening of the Financial Bid shall be notified separately to all the eligible & techno-commercial responsive Bidder. The Financial Bid shall be opened online in presence of Bidder's representatives who wish to be present at the notified time and place. Bidder(s) can also view Bid opening online on the GeM portal <https://gem.gov.in> at their end.
- 12.5 The Financial Bids of Bidder(s), who are not considered eligible and techno commercial responsive, shall not be opened and will be Archived' unopened. The decision of the Insured will be final and binding in this regard.

13. Examination of Bids and Determination of Responsiveness:

13.1 During the detailed evaluation of “Technical Bids”, the Insured will determine whether each Bid:

- a) meets the eligibility criteria defined in **Clauses 2 of ITB**;
- b) has been properly signed;
- c) is accompanied by the required documents; and
- d) is substantially responsive to the requirements of the bidding documents. During the detailed evaluation of the “Financial Bids”, the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., Price schedule, Technical Specifications and Drawings, if any.

13.2 A substantially responsive “Bid” is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one:

- a) which affects in any substantial way the scope, quality, or performance of the Works;
- b) which limits in any substantial way, the Insured’s rights or the Bidder’s obligations under the Contract; or
- c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids or
- d) which is inconsistent with the bidding documents,

13.3 If a “Bid” is not substantially responsive, it will be rejected by the Insured, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

13.4 During techno-commercial Bid evaluation, the Insured may, at its discretion, ask any Bidder for a clarification of its Bid. The request for clarification and response shall be in writing or e-mail or through the portal, however, no change in the price or substance of the Bid shall be sought, offered or permitted. Reply shall be submitted by Bidder within a stated reasonable period of time. If Bidder does not provide clarifications of the information requested by the date and time set in the Insured’s request for clarification, its Bids may be rejected.

14. Evaluation and Comparison of Bids:

The Insured will evaluate and compare the Cover-II i.e. Financial Bid of bidders whose bids are determined to be substantially techno-commercially responsive in accordance with **Clause 13** of ITB.

14.1 Price Bids will be evaluated taking into account Total Premium quoted for all Scope of coverage(s) for respective sum-Insured and cost of withdrawal of deviation if any, as per Section-VI of BPS of Bidding Documents. The prices quoted in the format other than the prescribed format will not be considered. The bid submitted should be digitally signed by the Bidder. The package shall be considered as a whole and the Evaluation of Bid shall be

done based on the total prices, quoted by the Bidder in their “price bid” and considering the cost of withdrawal, if any, on account of deviation(s) as enumerated under Section–VI Deviation/ Exceptions Schedule of BPS of this document. In case the bidder has not quoted for any of the items, the price of all such item(s) against which bidder has not quoted rates/ amount (viz. items left blank or against which ‘-’ is indicated) in the schedules will be deemed to have been included in other item(s)/ Total Quoted amount. Bid prices quoted by Bidders shall remain unaltered subject to e-Reverse Auction.

14.2 The In-Built Extensions, add-on covers, terms and conditions shall be provided to NHPC without any financial implication to NHPC. However, the insurance company may take deviation/exception along with cost implication. Any mis-information or un-supported fact, data, information, rates/ quotes, terms and conditions leading to delay, complication failure to placement of risk may result in to rejection of bid by NHPC.

15. Award Criteria & Insured’s Right to accept any bid and to reject any or all Bids:

15.1 The Contract will be awarded to the successful bidder(s), whose bid has been determined to be substantially responsive as per procedure detailed at 15.2 below:

15.2 Deleted

a) Based on the quoted price as above, bidders shall be ranked L1 to L6 with the bidder having the lowest quote being ranked L1. The three bidders ranked L1 to L3 will be finalized for formation of the consortium for Mega Insurance policy of NHPC w.e.f. 01.04.2025 to 31.03.2026.

b) Post finalization of L1 price, consortium (sharing pattern) shall be formed with the company with least premium quote i.e. L1 being declared as the “Leader” of the consortium.

c) The co-insurance sharing pattern of consortium members shall be as under:

Number of Members/b	Percentage Share in Consortium (Sharing pattern)			Total
	L1 Bidder (Leader)	L2 Bidder	L3 Bidder	
1	100%	-	-	100%
2	75%	25%	-	100%
3	60%	25%	15%	100%

Ranking for L2 to L-3 shall be subject to matching the L1 price. In case any insurance company/ companies (L2 to L3) fails to match the rates of L1, the differential share shall be allocated to

other bidders as per Cl. 16 of ITB.

- 15.3 NHPC shall be dealing / interacting directly with Lead insurer for all related matters and lead insurer shall, in turn, interact with the co-insurer. Under any circumstances i.e. in case of any dispute with co-insurer, Lead insurer shall be responsible for settlement of full claim amount to NHPC.
- 15.4 Partial/Incomplete/bids submitted not for entire scope of works and or Bids for Co-Insurance share shall out rightly be rejected. NHPC reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the NHPC's action. NHPC also reserves the right to choose the co-insurer(s) and/or their percentage sharing. The successful bidder shall be fully responsible and shall be bound to perform the job allocated to him at rates awarded by NHPC.
- 15.5 NHPC reserves the right to assess bidder's capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of NHPC. The decision of NHPC shall be final in this regard.
- 15.6 The Insured reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected bidder or bidders. However, the Bidder(s) who wish to seek reasons for such decision of cancellation/ rejection shall be informed of the same by Insured unless its disclosure reasonably could be expected to affect the sovereignty and integrity of India, the security, strategic, scientific or economic interest of the state or lead to incitement of an offence.
- 15.7 The Insured will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated bid considering the cost of withdrawal, if any, on account of deviation(s) as enumerated under Section-VI Deviation/Exceptions Schedule of BPS of this document, further provided that the Bidder is determined to be qualified to perform the contract satisfactorily.
- At the time of Award of Contract, if so desired by the Insured, the bidder shall withdraw these deviations listed in **Format F-3** at the cost of withdrawal stated by him in the bid.
- 15.8 The bidder needs to sign an undertaking as per Format F-5, confirming that no form of cartelization has taken place between the bidding participants. This undertaking is a must.
- 15.9 The Policy will be finalized with the Bidder, whose bid is found to be technically and commercially responsive, evaluated lowest with adequate Re-Insurer support, wherever required.
- 15.10 The bidder whose bid has been accepted will be notified of the award by the Insured prior to expiration of the Bid validity period through the "Letter of Acceptance", which

will state the sum that the Insured will pay to the Contractor in consideration of the execution, completion by the Contractor as prescribed by the Contract.

16. AWARD OF CONTRACT

a) The contract shall be awarded to a consortium of 03 (Three) Insurance Companies wherein L1 bidder shall be the lead insurer and shall have 60% share, L2 and L3 bidder shall be Co-insurers having 25% and 15% share respectively if they agree to the Rates, terms and conditions of L1 Bidder. If L2 and L3 bidder do not agree for their share of co-insurance then their share will be offered to the other participating bidders in the sequence of their quoted premium at L1 Rates, terms & conditions. In case none of the bidders agree for L1 Rates, terms and conditions for Co-insurance, then 100% business will be awarded to L1 bidder. Further, in case number of bidders agreeing L1 Rates, terms & conditions for co-insurance is less than two (02) than unallocated share will be awarded to L1 bidder.

b) NHPC shall be dealing / interacting directly with Lead insurer for all related matters and lead insurer shall, in turn, interact with the co-insurers. Under any circumstances i.e. in case of any dispute with co-insurers, Lead insurer shall be responsible for settlement of full claim amount to NHPC.

c) Partial/Incomplete/bids submitted not for entire scope of works and or Bids for Co-Insurance share shall out rightly be rejected. NHPC reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Owner's action. NHPC also reserves the right to choose the co-insurers and/or percentage sharing. The successful bidder shall be fully responsible and shall be bound to perform the job allocated to him at rates awarded by NHPC.

d) NHPC reserves the right to assess bidder's capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of NHPC. The decision of NHPC shall be final in this regard.

e) Price Bids will be evaluated taking into account Total Premium quoted for all Scope of coverage(s) for respective sum-Insured and cost of withdrawal of deviation, if any.

17. Corrupt, Fraudulent, Collusive or Coercive Practices:

It is expected from the Bidders that they will observe the highest standard of ethics during the bidding and currency of the contracts. In pursuance of this policy:

a) for the purposes of this provision, the terms set forth below shall mean as under:

i) "corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; and

- ii) "fraudulent practice" means a misrepresentation/ omission of facts in order to influence a procurement process or the execution of a contract.
 - iii) "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Insured, designed to establish bid prices at artificial, noncompetitive levels; and
 - iv) "Coercive practice" means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in a procurement process, or affect the execution of a contract.
- b) A Bid may be rejected by the Insured if it is determined at any stage that the respective Bidder has engaged in corrupt, fraudulent, collusive and coercive practices or default commitment under Integrity Pact as mentioned above in competing for the contract in question.
- c) The Insured may declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent practices, Collusive and Coercive practices or default commitment under Integrity Pact in competing for, or in executing, a contract.

18. e-Reverse Auction (e-RA)

e-RA shall be conducted through GeM Portal (<https://gem.gov.in>) as per the Gem Portal Provision.

19. Purchase Preference to Make in India: Purchase Preference to Make in India as per Public Procurement (Preference to Make in India) order for Goods/ Services/ Works issued by Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry vide Order No. P-45021/2/2017-PP (BE-II) dated 16th September, 2020.

20. In case of any conflict or inconsistency, between conditions as per GeM Portal and Buyer's additional terms & conditions, provisions of Buyer's additional terms & conditions herein shall prevail.

21. General:

Bidder shall comply with the provisions of "Restrictions under Rule 144(xi) of the General financial Rules (GFRs) 2017" dated 23.07.2020 and subsequent clarifications.

Any bidder from a country which shares a land border with India (except to which the Government of India has extended line of credit or in which the Government of India is engaged in development projects as mentioned in Order Public Procurement No. 2 dt. 23.07.2020 or its subsequent revisions/amendments) will be eligible to bid only if the bidder is registered with the Competent Authority, i.e. Registration Committee constituted by DPIIT.

The successful bidder shall not be allowed to sub contract works to any contractor from a country which shares a land border with India (except to which the Government of India has extended line of credit or in which the Government of India is engaged in development projects as mentioned in Order Public Procurement No. 2 dt. 23.07.2020 or its subsequent revisions/amendments) unless such contractor is registered with the Competent Authority, i.e. Registration Committee constituted by DPIIT.

A bidder is permitted to procure raw material, components, sub assemblies, etc. from the vendors of countries sharing a land border with India without getting registered with the Competent Authority, i.e. Registration Committee constituted by DPIIT, as it is not regarded as "sub-contracting".

However, in case a bidder proposes to supply finished goods procured directly/indirectly from the vendors of the countries sharing land border with India, such vendors will be required to get registered with the Competent Authority, i.e. Registration Committee constituted by DPIIT.

Procurement of spare parts and other essential service support like Annual Maintenance Contract (AMC) / Comprehensive Maintenance Contract (CMC), including consumables for closed systems, from Original Equipment Manufacturers (OEMs) or their authorized agents, shall be exempted from the requirement of registration as mandated under Rule 144(xi) of GFRs 2017.

22. CHECK LIST

The Insurance Co. should submit along with the bid standard checklist of documentation required for early settlement and on-account payment of claims. However the checklist shall be further finalized keeping in view the availability of various aspects/documents.

SECTION – III

FORMS AND SCHEDULE

“Self-Declaration by the Bidder”

I/ We, M/s _____ (Name of Bidder) hereby certify that proceedings for insolvency under the Insolvency and Bankruptcy Code, 2016, or as amended from time to time, have not started, against us and/ or our Parent/ Holding company _____ (Name of Parent/ Holding company).

(Seal & Signature of Bidder)

Note: This ‘Declaration’ should be **on the letter-head** of Bidder.

TENDER ACCEPTANCE LETTER **(Format-7)**
(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: - _____

Dear Sir,

- i. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site <https://gem.gov.in>.
- ii. I/We hereby certify that I/We have read all the terms and conditions of tender document (including all annexure(s), schedule(s), drawing(s), etc.), which shall part of the contract and I/We shall abide hereby all terms & conditions contained therein.
- iii. The Corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
- iv. I/We hereby unconditionally accept all the terms and Conditions of above mentioned tender document and corrigendum(s) as applicable.
- v. In case any provisions of this tender are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject my bid.
- vi. I/We confirm that our bid shall be valid up to **60** days as mentioned in this tender document after the deadline date for bid submission.
- vii. I/We hereby certify that all the statements made and information supplied in the enclosed Annexures and additional data etc. furnished herewith are true and correct.
- viii. I/We have furnished all information and details necessary for demonstrating our qualification and have no further prominent information.
- ix. I/We understand that you are not bound to accept the lowest or any bid you may receive.
- x. I/We certify that comply with the eligibility requirements as per Bid documents.

Seal and Sign of Agency

Name:

Address:

NHPC Limited
ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)
(PAYMENT TO PARTIES THROUGH CREDIT CLEARING MECHANISM)

No. :

1. BIDDER'S NAME : _____

a) ADDRESS : _____

b) Phone/ Mobile No. : _____

2. PARTICULARS OF BANK ACCOUNT :

a) BANK NAME : _____

b) BRANCH NAME : _____

c) ADDRESS : _____

Telephone No. : _____

d) IFSC CODE OF THE BANK :
(For payment through RTGS)

e) ACCOUNT TYPE :
(S.B. Account/ Current
Account or/Cash Credit with
10/11/13)

code

f) ACCOUNT NUMBER : _____
(As appearing on the Cheque Book)

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect Information, I would not hold the user Company responsible.

Date:

(-----)

Signature of the Bidder

Certified that the particulars furnished above are correct as per our records.

(Bank's Stamp)

Date:

(-----)

Signature of the Authorized
Official from the Bank

Declaration of Ineligibility

I/ We, M/s (Name of the Bidder) hereby certify that I/we have not been declared ineligible under para 6 of Guidelines on Banning of Business dealings (Annexure-A).

(Seal & Signature of the Bidder)

BID PROFORMA**(Format-10)**

Sl. No.	Description of information	Replies by the bidder
1.	Name of the Firm/ Company	
2.	Complete Address of Regd./Head Office	
	i) Postal	
	ii) Telephone/ Fax	
	iii) E-mail	
3.	Former name of Firm/ Company (if any)	
4.	Type of the Firm /Company (Proprietary/ Partnership/ Private Ltd. Co./ Public Ltd. Co.)	
5.	Year and place established	
6.	Are you registered with any Government/ PSU (if yes, give the details) for work of similar nature covered under the specifications	
7.	Have your Company ever been declared Bankrupt (if yes give the details)	
8.	Whether the Prices quoted are firm/variable	Firm
9.	Validity period of tender, reckoned after the deadline date for bid submission.	90 days
10.	Rate of Taxes & Duties as applicable	
	i) Rate of GST	@ % as included (To be specified by the bidder)
	ii) Any other taxes/ duties (please specify)	@% as included (To be specified by the bidder)
11.	Whether furnished & filled all schedules/ annexure appended to tender document	
12.	Goods & Services Tax Registration No.	
13.	HSN/SAC	
14.	PAN	

Station : _____

Date: _____

For & on behalf of

Signature : _____

Name : _____

Designation: _____

(of the authorized representative of the bidder)

Official Seal of the Company:

Undertaking by Bidder towards Anti-profiteering Clause of GST Act / Rules

(To be submitted on letter head)

To,

M/s NHPC Ltd.

Sub.: Tender no.....

Dear Sir,

We, M/s..... **(Name of Bidder)** have submitted bid dt.....for the aforesaid tender.

Section 171 of CGST Act. /SGST Act. stipulates that it is mandatory to pass on the benefit of reduction in rate of tax on supply of Goods or Services or availability of Input Tax Credit, by way of commensurate reduction in prices.

Accordingly, it is certified that we have duly considered the impact of Input Tax Credit available on supplies in the GST regime, in our quoted prices. Further, any additional benefit of ITC if available to bidder shall be passed on to the Insured.

Further, we hereby confirm that our quoted prices are duly considering maximum possible benefit available and are in compliance with the aforesaid Section 171 of CGST Act / IGST Act.

Further, if any refund on account of GST is received from the Government in future by the Contractor/ Supplier under any GST Refund/ Exemption or Subsidy Scheme, the same shall also be passed on to the Insured.

In case this declaration is found faulty in any manner, we shall fully responsible for the consequential effect including making good of any losses of interest etc. to NHPC Ltd.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

(Format for declaration by the Bidder)

Name of Work:- Mega Risk Policy including Terrorism & Third Party Liability Policy for NHPC Power Stations (For one year w.e.f 01.04.2025 to 31.03.2026).

Declaration regarding Class-I local supplier/Class-II local supplier under Public Procurement (Preference to Make in India) order:

Item Description	Country of Origin	% of Local Content
Mega Risk Policy including Terrorism & Third Party Liability Policy for NHPC Power Stations (For one year w.e.f 01.04.2025 to 31.03.2026).	India	

(Format of Integrity Pact)

PRE CONTRACT INTEGRITY PACT

Between

NHPC Limited, a company incorporated under the Companies Act 1956 and having its registered office at NHPC Office Complex, Sector-33, Faridabad-121003 (Haryana), hereinafter referred to as “The Employer” which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the **First Part**.

And

M/s _____, a company/ firm/ individual (status of the company) and having its registered office at _____ represented by Shri _____, hereinafter referred to as “The Bidder/Contractor” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns of the **Second Part**.

WHEREAS the Employer proposes to procure under laid down organizational procedures, contract/s for **“Mega Risk Policy including Terrorism & Third Party Liability Policy for NHPC Power Stations (For one year w.e.f 01.04.2025 to 31.03.2026)”** and the Bidder/Contractor is willing to offer against NIT No. NH/CCW/CC-II/CO-354/PR10024/240.

WHEREAS the Bidder/Contractor is a private company/ public company/Government undertaking/partnership/consortium/joint venture constituted in accordance with the relevant law in the matter and the Employer is a Public Sector Enterprise.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

Enabling the Employer to obtain the desired said (work/ goods/ services) at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling the Bidder(s)/Contractor(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Employer will commit to prevent corruption, in any form, by its officials by following transparent procedures.

1.0 Commitments of the Employer

1.1 The Employer undertakes that no official of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder/Contractor, either for themselves or for any person, organization or third party related to the contract in

exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 The Employer will, during the pre-contract stage, treat all the Bidders/Contractors alike, and will provide to all the Bidders/Contractors the same information and will not provide any such information to any particular Bidder/Contractor which could afford an advantage to that particular Bidder/Contractor in comparison to other Bidders/Contractors.
- 1.3. All the officials of the Employer will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.0 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Employer with full and verifiable facts and the same is prima facie found to be correct by the Employer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Employer or Independent External Monitor and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Employer the proceedings under the contract would not be stalled.

3.0 Commitments of the Bidder(s)/Contractor(s)

The Bidder(s)/Contractor(s) commits themselves to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit themselves to observe the following principles during participation in the tender process and during contract execution:-

- 3.1. The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with Employer for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with Employer.
- 3.3 The Bidder(s)/Contractor(s) shall disclose the name and address of agents and representatives and Indian Bidder(s)/Contractor(s) shall disclose their foreign principals or associates.

- 3.4 The Bidder(s)/Contractor(s) shall, when presenting their bid, disclose any /all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with this bid/award of the contract.
- 3.5 Deleted.
- 3.6 The Bidder, either while presenting their bid or during pre-contract negotiations or before signing the contract, shall disclose any payments made, is committed to or intends to make to officials of the Employer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The Bidder/Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in electronic data carrier. The Bidder/Contractor also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of the Employer, or alternatively, if any relative of an officer of the Employer has financial interest/stake in the Bidder(s)/Contractor(s) firm(excluding Public Ltd. Company listed on Stock Exchange), the same shall be disclosed by the Bidder/Contractor at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.

- 3.13 The Bidder(s)/Contractor(s) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Employer.
- 3.14 The representative of the Bidders/Contractors signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will wait their decision in the matter.

- 3.15 In case of Sub-Contracting, the bidder shall take the responsibility of the adoption of Integrity Pact by the Sub-Contractor.

4.0 Previous Transgression

- 4.1 The Bidder(s)/Contractor(s) declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect on any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India.

5.0 Earnest Money (Security Deposit)

The provision regarding Earnest Money/Security Deposit as detailed in the Notice Inviting Tender (NIT) and Instruction to Bidders (ITB) section of the Bid Document is to be referred.

6.0 Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions, before award or during execution by the Bidder/Contractor or any one employed by it or acting on its behalf such as to put their reliability or credibility in question shall entitle the Employer to take action as per the procedure mentioned in the [“Guidelines on Banning of Business Dealings”](#) attached as Annexure-A and initiate all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder/Contractor. However, the proceedings with the other Bidder(s)/Contractor(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is Signed) shall stand forfeited either fully or partially, as decided by the Employer and the Employer shall not be required to assign any reason thereof.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Contractor. The Bidder/Contractor shall be liable to pay compensation for any loss or damage to the Employer resulting from such cancellation/rescission and the Employer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder/Contractor.
 - (iv) Deleted.
 - (v) To encash the Bank guarantee, in order to recover the dues if any by the Employer, along with interest as per the provision of contract.
 - (vi) Deleted.
 - (vii) To debar the Bidder/Contractor from participating in future bidding processes of NHPC Ltd., as per provisions of **“Guidelines on Banning of Business Dealings”** of NHPC Ltd. (Annexure-A), which may be further extended at the discretion of the Employer.
 - (viii) To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract.

- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Employer with the Bidder/ Contractor, the same shall not be opened/operated.
 - (x) Forfeiture of Performance Security in case of a decision by the Employer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The Employer will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the Bidder/Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder/Contractor), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the Employer to the effect that a breach of the provisions of this Pact has been committed by the Bidder/Contractor shall be final and conclusive on the Bidder/Contractor. However, the Bidder/Contractor can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

7.0 Independent External Monitor(s)

- 7.1 The Employer has appointed Independent External Monitors (hereinafter referred to as monitors) for this Pact after approval by the Central Vigilance Commission.
- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. The Monitors report to CMD, NHPC.
- 7.4 Both the parties accept that the Monitors have the right to access all the Contract documents relating to the project/procurement, including minutes of meetings, whenever required. The right to access records should only be limited to the extent absolutely necessary to investigate the issue related to the subject tender/contract.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he / she will so inform CMD, NHPC and request NHPC Ltd. to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 7.6 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, to all Project documentation of the Employer including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his / her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Subcontractor(s). The Monitor

shall be under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor(s) with confidentiality. The Monitor has also signed declaration on 'Non-Disclosure Agreement' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform CMD, NHPC and recuse himself / herself from that case.

7.7 The Employer will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings as and when required.

7.8 The Monitor will submit a written report to the CMD, NHPC Ltd., within 8 to 10 weeks from the date of reference or intimation to him by the Employer/Bidder and should the occasion arise, submit proposals for correcting problematic situations.

7.9 The word 'Monitor' would include both singular and plural.

8.0 Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Employer or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder/Contractor and the Bidder/Contractor shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9.0 Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Employer, i.e. Faridabad (Haryana). The arbitration clause provided in the tender document/contract shall not be applicable for any issue/dispute arising under Integrity Pact.

10.0 Other Legal Actions

10.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

10.2 Changes and supplements as well as termination notice need to be made in writing.

10.3 If the Contractor is a partnership or a consortium or a joint venture, this pact must be signed by all partners of the consortium/joint venture.

11.0 Validity

- 11.1 The validity of this Integrity Pact shall be from date of its signing and expires for the Contractor 12 months after the last payment under the contract, 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 business dealings.
- 11.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.
- 11.3 Issues like Warranty/ Guarantee etc. shall be outside the purview of IEMs.

In the event of any contradiction between Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

For & On behalf of the Employer

(Office Seal)
Place-----
Date-----
Witness1._____
(Name and address)

2._____
(Name and address)

For & On behalf of the Bidder / Contractor

(Office Seal)
Place-----
Date-----
Witness1._____
(Name and address)

2._____
(Name and address)

Guidelines on Banning Business Dealings

1.0 Introduction

- 1.1 NHPC Limited (NHPC) deals with Agencies viz. parties/ contractors/ suppliers/ bidders, who are expected to adopt ethics of highest standards and a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of NHPC to deal with Agencies who commit deception, fraud or other misconduct in the tendering process and/or during execution of work undertaken. NHPC is committed for timely completion of the Projects within the awarded value without compromising on quality.
- 1.2 Since suspension/ banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2.0 Scope

- 2.1 NHPC reserves its rights to remove from list of approved suppliers / contractors (if such list exists) or to Suspend/Ban Business Dealings if any Agency has been found to be non / poor performing or have committed misconduct or fraud or anything unethical or any of its action(s) which falls into any such grounds as laid down in this policy.
- 2.2 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
- 2.3 These guidelines shall apply to all the units of NHPC.
- 2.4 These guidelines shall not be applicable in Joint Venture, Subsidiary Companies of NHPC unless they are assignees, successors or executor.
- 2.5 The suspension/banning shall be with prospective effect, i.e. future business dealings.

3.0 Definitions

In these Guidelines, unless the context otherwise requires:

- i) ***“Agency /Party / Contractor / Supplier / Bidders/Vendors”*** shall mean and include a public limited company or a private limited company, a joint Venture, Consortium, HUF, a firm whether registered or not, an individual, cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. ***“Party / Contractor/ Supplier / Bidder/Vendor”*** in the context of these guidelines is indicated as ‘Agency’.

- ii) “**Unit**” shall mean the Corporate Office, Project/ Power Station/ Regional Office/ Liaison Office or any other office of NHPC.
- iii) “**Competent Authority**” and ‘**Appellate Authority**’ shall mean the following:
 - a) For works awarded/under Tendering from corporate office (falling in the competency of CMD /Board of Directors)
 - Competent Authority: CMD
 - Appellate Authority : Board of Directors
 - b) For works awarded/under Tendering from Corporate Office/Projects/ Power Stations/ Regional Offices/Liaison Offices (falling in the competency of Director /Executive Director)
 - Competent Authority: Concerned Director/Executive Director as the case may be
 - Appellate Authority: CMD /Concerned Director as the case may be
 - c) For works awarded/under Tendering from Corporate Office /Regional Offices / Projects/ Power Stations/ Liaison Offices (falling in the competency of CGM and below)
 - Competent Authority in case of works awarded/under Tendering from Corporate Office/Regional office shall be CGM or GM of the concerned division as the case may be.
 - Competent Authority: Head of the Unit not below the rank of General Manager
 - Appellate Authority: Next higher authority
- iv) “**Investigating Committee**” shall mean a Committee appointed by Competent Authority to conduct investigation.

4.0 Initiation of Suspension /Banning

Action for Suspension / Banning Business Dealings with any Agency shall be initiated by the department responsible for invitation of Bids/Engineer-in-charge after noticing the irregularities or misconduct on the part of Agency concerned. Besides the concerned department, Vigilance Department of each Unit/ Corporate Vigilance may also be competent to initiate such action.

5.0 Suspension of Business Dealings.

- 5.1 If the conduct of any Agency dealing with NHPC is under investigation, the Competent Authority may consider whether the allegations (under investigation) are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Committee. The Investigating Committee may ensure that their investigation is

completed and whole process of final order is over within such period. However if the investigations are not completed within six months ,the investigation committee shall put up the proposal to the competent authority for approval of extension of time maximum up to further three months with in which the committee shall conclude the proceedings .

- 5.2 The order of suspension shall be effective throughout NHPC in case of work falling in the Competency of CMD/ Board of Directors/Directors, in case of work falling in the competency of Executive Director suspension shall be effective throughout Region /Corporate office (in case the works awarded/under Tendering from Corporate office). In case of work falling in the competency of HOP or below suspension shall be effective throughout the Project/Power Station and attached liaison offices/units and in case of work falling under the competency of CGM and below at Corporate office suspension shall be effective at Corporate office. During the period of suspension, no business dealing shall be held with the Agency.
- 5.3 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- 5.4 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension.
- 5.5 The format for intimation of suspension of business dealing is placed at Appendix– I

6.0 Ground on which Banning of Business Dealings can be initiated

- 6.1 If the security consideration, including questions of loyalty of the Agency to NHPC so warrants;
- 6.2 If the director /owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during the last five years;
- 6.3 If the Agency has resorted to Corrupt, Fraudulent, Collusive, Coercive practices including misrepresentation of facts and violation of the any provisions of the Integrity Pact provided in the Contract.
- 6.4 If the Agency uses intimidation / threatening or brings undue outside pressure on NHPC or its official for acceptance / performances of the job under the contract;
- 6.5 If the Agency misuses the premises or facilities of NHPC, forcefully occupies or damages the NHPC's properties including land, water resources, forests / trees or tampers with documents/records etc.
- 6.6 If the Agency does not fulfil the obligations as required under the Contract and Violates terms & conditions of the contract which has serious affect for continuation of the Contract.

- 6.7 If the work awarded to the agency has been terminated by NHPC due to poor performance of the contract in the preceding 5 years.
- 6.8 If the Central Vigilance Commission, Central Bureau of Investigation or any other Central Government investigation Agency recommends such a course in respect of a case under investigation or improper conduct on agency's part in matters relating to the Company (NHPC) or even otherwise;
- 6.9 On any other ground upon which business dealings with the Agency is not in the public interest.
- 6.10 If business dealings with the Agency have been banned by the Ministry of Power, Government of India OR any PSU/ any other authority under the MOP if intimated to NHPC or available on MOP Website, the business dealing with such agencies shall be banned with immediate effect for future business dealing except banning under Integrity Pact without any further investigation.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7.0 Procedure for Banning of Business Dealings

- 7.1 An Investigating Committee shall be constituted by the authority competent to Ban the dealing comprising members from Engineering/Indenting department (convener), Finance, Law and Contract. The level of the committee members shall be CGM and above for works falling in the competency of CMD/Board of Directors, General Manager and above for the works falling in the competency of Director/ Executive Director and DGM/SM with at least one member of the level of General Manager for works falling in the competency of CGM and below.
- 7.2 The order of Banning of Business Dealings shall be effective throughout the NHPC. During the period of Banning of Business Dealings, no Business Dealing shall be held with the Agency.
- 7.3 The functions of Investigating Committee in each Unit to be appointed by the competent authority in line with para 3 (iii) shall, inter-alia include:
- a) To study the report of the department responsible for invitation of bids and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.
 - b) To recommend for issue of show-cause notice (after vetting by legal deptt.) to the Agency by the concerned department as per clause 7.4 "Show Cause Notice".
 - c) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.

- d) To submit final recommendations to the Competent Authority for banning or otherwise including the period for which the ban would be operative considering the implications for NHPC on account of the act/omission on the part of the agency, intention of the agency as established from the circumstances of the case etc.

7.4 Show Cause Notice

Once the proposal for issuance of Show Cause Notice is approved by the Competent Authority, a 'Show Cause Notice' (as per format at Appendix-II of these guidelines) shall be issued to the delinquent Agency by the Competent Authority or by a person authorized by the Competent Authority for the said purpose. The Agency shall be asked to submit the reply to the Show Cause Notice within 15 days of its issuance. Further, the Agency shall be given an opportunity for Oral hearing to present its case in person, if it so desires, and the date for Oral Hearing shall necessarily be indicated in the Show Cause Notice.

The purpose of issuing the Show Cause Notice is only that the Agency concerned shall be given an opportunity to explain their stand before any action is taken. The grounds on which action is proposed to be taken shall be disclosed to the Agency inviting representation and after considering that representation, orders may be passed. Such orders require only the satisfaction of the authority that passed the final orders.

If the Agency requests for inspection of any relevant document in possession of NHPC, necessary facility for inspection of documents may be provided.

During the conductance of oral hearing, only the regular duly authorized employees of Agency will be permitted to represent the Agency and no outsider shall be allowed to represent the Agency on its behalf.

Reply to the Show Cause Notice given by the Agency and their submissions in oral hearing, if any, will be processed by the Committee for obtaining final decision of the Competent Authority in the matter.

In case, no reply to Show Cause Notice is received from the Agency within stipulated time, further reminder shall be given with further period of 10 days thereafter if no reply is received action for processing ex-parte against the concerned Agency shall be initiated.

7.5 Speaking Order

The speaking order (reasoned order) for banning the business dealing with the Agency shall be issued by the Competent Authority or by a person authorized for the said purpose.

The decision regarding banning of business dealings taken after the issue of a Show Cause Notice and consideration of representation, if any, in reply thereto, shall be communicated to the Agency concerned along with a reasoned order. The fact that the representation has been considered shall invariably be mentioned in the communication.

Also the fact that if no reply was received to the Show Cause Notice shall invariably be indicated in the final communication to the Agency. The format for intimation of banning of business dealing is placed at Appendix– III.

7.6 Period of banning

In case banning is processed for violation of provisions of Integrity pact or due to corrupt or fraudulent practices, the Competent Authority shall decide on the period of banning on case to case basis depending on the gravity of the case and considering the implications for NHPC on account of the act/omission on the part of the Agency, intention of the Agency as established from the circumstances of the case etc. The period of banning shall not be less than 6 months and shall not exceed 2 years and in case termination of contract due to poor performance the period of banning shall be for 5 years. For contracts awarded to JV/Consortium, a constituent of the JV shall be permitted to participate in the bidding process if it has not been banned on grounds of its role and responsibility in the tendering process for which the Joint Venture has been banned in Past. In case if the Joint Venture which has been banned does not indicate the roles and responsibility of individual Partner(s) then, the partner of the banned Joint Venture shall only be allowed to participate in the bidding process if its participation share is less than 35%.

In case the information/documents submitted by Agency in competing for the tender found to be false/forged then NHPC, without prejudice to any other rights or remedies it may possess, shall recover from Agency the cost incurred in carrying out physical assessment for establishing veracity of such information/documents. In case Agency refuses to reimburse such cost to NHPC then banning period of Agency shall be extended by another one year.

7.7 Effect of Banning

As far as possible, the existing ongoing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise, keeping in view contractual and legal issues which may arise thereof. In case the existing Contracts are allowed to continue, the suspension/Banning of Business Dealing along with default of the Contractor shall be recorded in the experience certificate issued for the work.

The Agency, (after issue of the order of banning of business dealings) would not be allowed to participate in any future tender enquiry and if the Agency has already participated in tender process as stand-alone OR constituent of joint venture and the price bids are not opened, his techno-commercial bid will be rejected and price bid will be returned unopened. However, where the price bids of Agency have been opened prior to order of banning, bids of Agency shall not be rejected and tendering process shall be continued unless Competent Authority having regard to the circumstances of the case decides otherwise keeping in view the Contractual, Legal issues which may arise thereafter. However, in case the suspension /Banning is due to default of an Agency for the provisions under Integrity Pact and the Agency happens to be Lowest Bidder (L1), the tendering process shall be annulled and fresh tenders shall be invited.

During the Suspension/ Banning period, if it is found at any stage that Agency has participated in tender enquiry under a different name then such Agency would immediately be debarred from the tender/contract and its Bid Security/Performance Security would be forfeited. Payment, if any, made shall also be recovered.

After Suspension/ Banning order, the Suspended/ Banned Agency shall not be allowed to participate as Sub-Vendor/Sub-Contractor in the tenders.

Further, if the Suspended/ Banned agency is an approved Sub-Vendor under any Contract for such equipment/component/service, the Main Contractor shall not be permitted to place work order/Purchase order/Contract on the Suspended/ Banned agency as a Sub-Vendor /Sub-Contractor after the date of Suspension/ Banning even though the name of the party has been approved as a Sub-Vendor /Sub-Contractor earlier.

There would be no bar on procuring the spares and awarding Contracts towards Annual Maintenance (AMC)/ O&M/ Repair works on Agencies pertaining to the packages for which they have been banned provided the Equipment has been supplied by such Agency.

Banning of business dealing shall not be applicable to the Subsidiary Company of the Banned agency provided subsidiary company has not participated on the strength of the Banned agency. However, in case of a default by a Sub-Contractor, the banning shall be applicable to the Sub-Contractor as well as the Lead Partner of the concerned JV or the Sole bidder as the case may be.

7.8 Hosting at NHPC website

The concerned unit shall forward the name and details of the Agency (ies) banned along with period and reasons of banning to IT&C Division of Corporate Office for displaying the same on the NHPC website.

8.0 Appeal against the Decision of the Competent Authority.

The Agency may file an appeal against the order of the Competent Authority banning of business dealing before Appellate Authority. Such an appeal shall be preferred within 30 (Thirty) Days from the date of receipt of the order of banning of business dealing. Appellate Authority would consider the appeal if convinced may constitute another committee for further investigation. The investigation Committee constituted by the Appellate Authority shall study the report of the previous investigating committee and reply submitted by the Agency while filing its case for appeal and call the Agency for personal hearing, if requested by the Agency. Based on the recommendation of the committee Appellate Authority shall pass appropriate Speaking (Reasoned) order in line with Sub-Para 7.5 above which shall be communicated to the Agency as well as the Competent Authority (as per format enclosed as Appendix-IV with these guidelines).

9.0 Circulation of the names of Agencies with whom Business Dealings have been banned

The name of the concerned banned agency shall also be shared with MOP and other PSU in the sector and all the units of NHPC.

The provisions of this policy supersede and will have overriding effect on all earlier guidelines, procedures & system issued for the similar purpose.

(Format for Intimation of Suspension of business dealing)

BY REGD. POST/SPEED POST/COURIER

No..... Date.....
To
M/s
Attn.: Shri

Sub: Intimation of Suspension of Business Dealings

Dear Sir,

Whereas the work of was awarded to your firm vide letter of award no ...dt.... amounting to Rs. OR In response to NHPC NIT (e-tender / physical tender) nodt. you have submitted your bid . (strike out whichever is not applicable)

Whereas the conduct of your firm in respect of the following is under investigation:

Brief of the default

“Whereas the Competent Authority prima facie considered the allegations (under investigation) are of a serious nature and decided pending investigation, it is not in the interest of the corporation to continue business dealing with your firm

This order shall have the following effects:

- (i) Further business dealings with your firm is Suspended within Region/Project/Unit/wide NHPC. The order of Suspension is effective with immediate effect and would operate for a period of six months or till the investigation is completed and whole process of final order is over within such period. However, if investigations are not completed in six months' time, the Competent Authority may extend the period of Suspension
- (ii) During the period of Suspension, no business dealing shall be held with your firm. No enquiry / bid / tender shall be issued to your firm nor will the bids submitted by your firm be entertained.
- (iii) In cases where tenders have already been issued to you and price bids are yet to be opened, the Price Bid submitted by you shall not be opened and BG/EMD, if any, submitted by you shall be returned.
- (iv) In cases where tenders have already been issued to you and Price Bids have already been opened , the tendering process shall be continued
- (v) In case of ongoing contracts between you & NHPC, (including cases where contract has already been awarded before the issue of Suspension order) you will be required to continue with the execution and perform as per terms of the contract.
- (vi)(a) In case the Firm is in Joint Venture the following would also be applicable:

i) **Participation of Agency in Joint Venture**

Tenders in which your firm has been proposed as Joint Venture Partner by any of the bidders and price bids have been opened prior to Suspension of your firm in such cases the tendering process shall not be annulled on this ground and the Agency shall be permitted to continue as Partner in the Joint Venture for such bidding. However where event of Price Bid opening has not taken place prior to Suspension/Banning of Agency then in such case Agency shall not be permitted to participate as Partner in the Joint Venture.

ii) **Banning of joint Venture:**

As the Joint Venture is Banned, your firm intends to bid as Partner(s) of Joint Venture in bidding process then it shall be permitted to participate in the bidding process if it has not been Banned on grounds of its role and responsibility in the tendering process for which the Joint Venture has been Banned in Past. In case if the Joint Venture which has been Banned does not indicate the roles and responsibility of individual Partner(s) then, the partner of the Banned Joint Venture shall only be allowed to participate in the bidding process if its participation share is less than 35%.

- (b) Your firm shall not be allowed to participate as Sub-Vendor/Sub-Contractor in the tenders.

Further if your firm is an approved Sub-vendor under any Contract for such equipment/component/service, the Main Contractor shall not be permitted to place work order/Purchase order/Contract on your agency as a Sub-Vendor/Sub-Contractor after the date of Suspension/ Banning even though the name of the party has been approved as a Sub-Vendor/Sub-Contractor earlier.

- (c) There would be no bar on procuring the spares and awarding Contracts towards Annual Maintenance (AMC)/ O&M/ Repair works on Agencies pertaining to the packages for which they have been Banned provided the Equipment has been supplied by such Agency.
- (d) Banning of business dealing shall not be applicable to the Subsidiary company of the Banned agency provided subsidiary company has not participated on the strength of the Banned agency.

On expiry of the above period of Suspension/Banning, you may approach..... (Indicate the concerned procurement department), with request for revocation of the order mentioning inter-alia the steps taken by you to avoid recurrence of misconduct which has led to Suspension.

Yours faithfully,

For & On behalf of NHPC.

Note: Strike out whichever is not applicable

(Format of Show Cause Notice)

BY REGD. POST/SPEED POST/COURIER

No..... Date.....

To

M/s

.....

Attn.: Shri

Sub: Show Cause Notice

Ref :

Dear Sir,

You are hereby required to Show Cause in writing within 15 days from the date hereof why Business Dealing with your firm should not be banned / your firm is placed in the Banning List (as the case may be) and be debarred from entering into any contracts with NHPC for the following reasons:

(Give Reasons)

Your reply (if any) should be supported by documents and documentary evidence which you wish to rely in support of your reply. In case you desire to present your case in person to NHPC, a personal hearing shall be conducted on ----- at ----- Hours for which prior intimation be furnished to this office. Should you fail to reply to this Show Cause Notice within the time and manner aforesaid, it will be presumed that you have nothing to say and we shall proceed accordingly.

Your reply, if any, and the documents / documentary evidence given in support shall be taken into consideration prior to arriving at a decision.

Yours faithfully,

For & On behalf of NHPC.

(Format for Intimation of Banning of Business Dealing)
BY REGD. POST/SPEED POST/COURIER

No..... Date.....

To

M/s

Attn.: Shri

Sub: Intimation of Suspension of Business Dealings

Dear Sir,

Whereas the work of was awarded to your firm vide letter of award no ...dtd.... amounting to Rs. OR In response to NHPC NIT (e-tender / physical tender) nodt. you have submitted your bid .(strike whichever is not applicable)

Whereas the Competent Authority had prima facie considered the allegations as detailed below are of a serious nature and decided to conduct investigation.

“ Brief of the Default may be mentioned”

Whereas show cause notice vide no ... dtd....was served upon you. (whereas in spite of the opportunity given to you, you failed to submit the reply to the show cause notice within the time period mentioned there upon or further extended period, if any). Whereas you submitted the reply along with documents vide your letter no. _____dt. _____and presented your case in the personal hearing dated (if any) . After considering the allegations made in the show cause notice, your reply to the show cause notice documents/documentary evidence in support thereof and personal hearing dated(if any), it has been decided to Ban the Business Dealing with you and you are hereby debarred from entering into contracts with NHPC.

(In order to make the Intimation of Banning of Business Dealing Speaking Order (reasoned order), the issue of a Show Cause Notice and consideration of representation in reply to show cause notice , opportunity of personal hearing, if any, shall be communicated to the Agency concerned along with a reasoned order. The order for Banning should also contain the reasons with detailed justification for conclusion of decision to Ban the Agency. Also the fact that if no reply to the Show Cause Notice was received or request for personal hearing was not made shall invariably be indicated in the communication to the Agency. The above order shall mention the grounds considering violation of any provision of Integrity Pact, any ground mentioned in Guidelines of Banning of Business Dealings, default by the agency under fraudulent practice / or any unethical practice and/or violation of any provision of Tender/Contract Condition having serious implications.)

This order shall have the following effects:

- i) Further business dealings with your firm is banned with immediate effect. The order of Banning would operate for a period ofyears/month Competent Authority may extend the period of Banning.

- ii) During the period of Banning, no Business Dealing shall be held with your firm. No Enquiry / Bid / Tender shall be issued to your firm nor will the bids submitted by your firm be entertained.
- iii) In cases where tenders have already been issued to you and Price Bids are yet to be opened, the Price Bid submitted by you shall not be opened and BG/EMD, if any, submitted by you shall be returned.
- iv) In cases where tenders have already been issued to you and price bids have already been opened, the Tendering Process shall be continued.
- v) In case of ongoing contracts between you & NHPC, (including cases where contract has already been awarded before the issue of Banning order) you will be required to continue with the execution and perform as per terms of the contract.
- vi) (a) In case the Firm is in Joint Venture the following would also be applicable:
 - i) **Participation of Agency in Joint Venture**
Tenders in which your firm has been proposed as Joint Venture Partner by any of the bidders and price bids have been opened prior to Banning of your firm in such cases the tendering process shall not be annulled on this ground and the Agency shall be permitted to continue as Partner in the Joint Venture for such bidding. However where event of price bid opening has not taken place prior to Banning of Agency then in such case Agency shall not be permitted to participate as Partner in the Joint Venture.
 - ii) **Banning of joint Venture:**
As the Joint Venture is banned, your firm intends to bid as Partner(s) of Joint Venture in bidding process then it shall be permitted to participate in the bidding process if it has not been banned on grounds of its role and responsibility in the tendering process for which the Joint Venture has been banned in Past. In case if the Joint Venture which has been banned does not indicate the roles and responsibility of individual Partner(s) then, the partner of the banned Joint Venture shall only be allowed to participate in the bidding process if its participation share is less than 35%.
- (b) Your firm shall not be allowed to participate as Sub-Vendor/Sub-Contractor in the tenders.

Further if your firm is an approved Sub-vendor under any Contract for such equipment/component/service, the Main Contractor shall not be permitted to place work Order/Purchase Order/Contract on your agency as a Sub-Vendor/Sub-Contractor after the date of Banning even though the name of the party has been approved as a Sub-Vendor/Sub-Contractor earlier.
- (c) There would be no bar on procuring the spares and awarding Contracts towards Annual Maintenance (AMC)/ O&M/ Repair works on Agencies pertaining to the packages for which they have been banned provided the Equipment has been supplied by such Agency.
- (d) Banning of Business Dealing shall not be applicable to the Subsidiary company of the Banned Agency provided subsidiary company has not participated on the

strength of the Banned Agency. However, in case of a default by a Sub-Contractor, the banning shall be applicable to the Sub-Contractor as well as the Lead Partner of the concerned JV or the Sole bidder as the case may be.

On expiry of the above period of Banning, you may approach..... (Indicate the concerned procurement department), with request for revocation of the order mentioning inter-alia the steps taken by you to avoid recurrence of misconduct which has led to Banning.

Further if you desire to appeal against this order you may do so within 30 days from the date of issue of this order to the appellate authority as here under:

Appellate Authority :

Designation:

Address:.....

Ph . no. ; e-mail :

Yours faithfully,

Note: Strikeout whichever is not applicable For & On behalf of NHPC.

(Format for communication of Appellate Decision on Suspension/Banning Order)

BY REGD. POST/SPEED POST/COURIER

No..... Date.....

To

M/s

Attn.: Shri

Sub: Suspension Banning of Business Dealings - Intimation of decision of Appellate Authority

Ref: 1. Order dated Placing M/s on Suspension/Banning List by NHPC;

2. Your Appeal reference Dt.....

Dear Sir,

This has reference to the order dt..... placing you on Suspension/Banning List and your appeal petition reference dt.... on the same.

After considering the findings of the Original Authority in order and submissions made by you in your appeal, and the documents/documentary evidences available on record, it has been decided finally that :

- * There is no infirmity in the order of the Original Authority, and the allegations stand substantiated and the Suspension/Banning for the period of years/month from the date of order, as ordered by the original Authority is upheld,
- * Considering your submissions, the order of Suspension/Banning passed by the original authority is upheld, but with a reduction in period of Suspension/Banning for years/months from the date of order of original authority;
- * Considering your submissions and the evidence available on record, there is enough justification to annul the order of the original authority.

(*** Incorporate any one of the above as applicable

##In order to make the Communication of Appellate Authority on Banning of Business Dealing Speaking Order (reasoned order), the fact that the representation of the agency has been considered and reference of grounds brought forward by the Agency in his defense and if any opportunity of personal hearing has been given to the Agency as a part of principle of natural justice shall invariably be mentioned in the communication, The order for Banning should also contain the reasons with detailed justification for conclusion of decision to Ban the Agency. Also the fact that if no sufficient ground has been furnished shall invariably be indicated in the final communication to the Agency. In case the option for Banning of Agency or reduction of Time Period for Banning of Agency is exercised then the above order shall mention the grounds considering violation of any provision of Integrity Pact, any ground mentioned in Guidelines of Banning of Business Dealings, default by the agency under fraudulent or any unethical practices and/or violation of any provision of Tender/Contract Condition having serious implications.)

Yours faithfully,

For & On behalf of NHPC

CONDITIONS OF POLICY

**CONDITIONS OF MEGA RISK INCLUDING TERRORISM & THIRD PARTY
LIABILITY INSURANCE POLICY FOR HYDRO POWER STATIONS**

0. DEFINITIONS

INDEMNITY PERIOD

The period beginning with the date of an Insured Event and ending not later than the Indemnity Period stated in the Risk Details during which the results of the business shall be affected in consequence of the Insured Event.

TURNOVER

The money paid or payable to the Insured for goods sold and delivered and for services rendered in the course of the business at the premises of the Insured.

GROSS PROFIT

The amount by which

- a) the sum of the amount of the Turnover and the amounts of the closing stock and closing work in progress shall exceed
- b) the sum of the amounts of the opening stock and opening work in progress and the amount of the Specified Working Expenses.

The amount of the opening and closing stocks and work in progress shall be arrived at in accordance with the Insured's normal accountancy methods, due provision being made for depreciation.

SPECIFIED WORKING EXPENSES

- a) Purchases and discounts relative thereto.
- b) Bad debts.

The words and expressions used in the definition of Specified Working Expenses shall have the meaning usually attached to them in the books and accounts of the Insured.

RATE OF GROSS PROFIT

The Rate of Gross Profit earned on the Turnover during the financial year immediately before the date of an Insured Event **

ANNUAL TURNOVER

The Turnover during the twelve months immediately before the date of an Insured Event **

STANDARD TURNOVER

The Turnover during the period in the twelve months immediately before the date of an Insured Event which corresponds with the Indemnity Period **

- ** to which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the date of the Insured Event or which would have affected the business had the Insured Event not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Insured Event would have been obtained during the relative period after the Insured Event.

NORMAL

The condition that would have existed had no loss occurred.

1. GENERAL

- a) Bidders may interact and discuss with NHPC to assess risk and safety features of NHPC Power Stations appropriately at mutual convenience
- b) Bidders if so desire may also visit all or some of the NHPC Power Stations at their own cost prior to submitting their Bid Proposals.

2. SUM-INSURED

- a) Sum insured in Mega Risk Policy shall be based on re-instatement value as per the prevailing practice and norms.
- b) Total Sum-Insured under Fire, EQ, MBD & Terrorism is the cost of insurable assets of Power Stations of NHPC as per valuation done by the Govt. approved valuer appointed through the Insurance Company for the policy period ending October 2023. The station-wise Sum- Insured is as per **Annexure-III (A)**. However, same shall get revised on the basis of valuation to be done by the Govt. approved valuer appointed by Lead Insurer. The valuer shall submit its report in consultation with NHPC within 90 days from the date of issue of letter of award.
- c) Power Station wise sum-Insured under Business Interruption – Fire Loss of Profit (BI-FLOP) is based on projections of performance of each Power station for next 12 months w.e.f. 01.04.2025 as per **Annexure-III (A)**. Insured can increase the sum insured under Business Interruption (BI-FLOP) during currency of the policy for each power station at its discretion by paying required additional premium computed for all power stations covered under the policy on annual basis. However, for the purpose of evaluation, the Sum-Insured indicated in bidding documents shall be considered.
- d) Any addition of capacity in the existing Power Station or any addition of new Power Station during the currency period of Policy shall be covered by making additional premium payment on pro-rata basis at same rates, terms and conditions of the original policy.
- e) Sum-Insured under Section-I & II of Mega Risk Policy for the purpose of Policy execution may be revised at the discretion of Insured during the currency of the policy with pro-rata adjustment of premium.
- f) Any increase/ decrease in sum-insured including addition of capacity in the existing Power Station or any addition of new Power Station during the currency period of Mega Risk including Standalone Terrorism Policy, the insurer shall complete the placement of risk within two weeks from the date of intimation by the Insured.

3. RETURN/ADJUSTMENT OF PREMIUM FOR BI (FLOP) COVER

A deposit Premium shall be paid at the inception of this Policy of Insurance and shall be calculated by multiplying the Sum Insured by the Premium Rate.

If the insured declares at the latest twelve months after the expiry of any policy period that the based on Audited Accounts, Actual Gross profit of NHPC Power Stations during the accounting period of twelve months most closely concurrent with any Period of insurance, was less than the sum insured thereon, a pro rata return of premium not exceeding 50% of the premium paid for the policy period on excess sum insured shall be made by the Insurer and in case the actual Gross profit is more than sum insured, extra premium shall be paid by the Insured for the short sum insured. Gross Profit for the policy period suitably adjusted to Indemnity period shall be calculated as per CERC norms based on the actual PAF and Generation etc. for that period of particular financial Year on annualized basis.

Any loss, destruction or damage occurred giving rise to a claim under this Policy, return of premium shall be made in respect only of so much of said difference as is not due to such loss, destruction or damage.

4. CLAIMS EXPERIENCE:

NHPC has taken Mega Risk including Terrorism & Third Party Liability Policy for all the hydro Power Stations for the period from 31.07.2011 to 31.03.2025. The claim experience of NHPC for last 5 (five) policy period is as per **Annexure-I**.

5. Deleted

6. RE-INSURANCE

1. Lead Insurer will be responsible for following:

- i) Lead Insurer will be responsible for placing all Re-Insurance. The ratings of the Reinsurer(s) shall be minimum AM Best A- rated or S&P A- rated (Except GIC Re) or any other equivalent international rating agency as per rules, regulations and provisions stipulated by the regulator IRDA.
 - ii) Lead Insurer have to place 100% Re-insurance business distribution among the Re-insurers after considering self- retention & co-insurers retention within 7 days from the date of NHPC's acceptance of Insurer's offer and furnish a copy of signed Reinsurance slip detailing the terms and conditions agreed with reinsurer (s) for All Risk, Earthquake, MBD, BI (FLOP) & Terrorism Cover within 15 days from the date of NHPC's acceptance of Insurer's offer. Lead Insurer will also submit the details of all the reinsurance participants with their share of participation. However, it will be the sole responsibility of the Lead Insurer to settle all the claims arising out of this policy irrespective of completion of reinsurance placement.
2. In case Consortium fails to complete 100% placement of the risk prior to inception, NHPC will take action as per the Banning Policy against the defaulting insurer(s).

7. PROCEDURE OF PAYMENT

- a) 100% Payment of premium shall be released to the Lead Insurer in Indian Rupees through Electronic Fund Transfer System by Corporate Office of NHPC, Faridabad. The Bank Charges shall be on account of Insured.
- b) DGM (Finance), Misc. Bills Section –Finance Division, Corporate office, NHPC Ltd., Sector- 33, Faridabad-121003 (Haryana) shall be paying authority of this contract.

8. BREAK DOWN PERIOD

During any accidental damage/breakdown resulting into a claim, NHPC may undertake any related or unrelated, planned or unplanned maintenance /overhaul activities without affecting the duration of original breakdown re-instatement work. This will not affect NHPC's claim under BI/FLOP section in any manner whatsoever, as long as the same does not affect reinstatement period due to accidental breakdown.

9. EXTENSIONS

Shifting of the equipments from existing location after dismantling and re-erection, re-testing and commissioning at any other location and vice versa within the premises of power Station shall also be covered in this policy.

10. EXCLUSIONS

Exclusions as available in Mega Risk Policy regulations. However, assets like drainage, culvert, pavements, roads, dams, reservoirs, canals, pipe lines, tunnels, bridges, piers etc and all other civil works including township and underground civil works **except land**, property in transit within premises are specifically included in schedule of assets and shall be covered for insurance. Properties in the course of demolition / construction shall also be covered in the scope of coverage.

11. INSURER AND THEIR RESPONSIBILITY

- a) Lead Insurer (L-1 bidder) shall consult NHPC to finalize policy wording and associated working arrangement.
- b) It may be clearly understood that Lead Insurer shall be solely and legally responsible to NHPC for effective execution of the Policy including co-ordination with NHPC sites, collection of premium, complete placement of re-insurance Program, issue of policy document and prompt claim settlement etc. Lead Insurer shall be solely responsible for settlement of all claims, irrespective of any change in the structure (organizational or financial etc.) of any Co-insurers or Re-insurer (s).

12. OPERATION AND MAINTENANCE OF POLICY

Insurance Policy shall be issued in name of NHPC Ltd., Faridabad on behalf of all 20 hydro Power Stations & Parbati-II HEP and any addition during the continuation of the policy period. Both soft & hard copy of the policy shall be issued to NHPC. Respective Power Stations being the Insured shall be responsible for post award operation of the Insurance Policy i.e., lodging the insurance claims, follow-up, review, monitoring and final settlement as per policy conditions. However, claim intimation shall be sent to Corporate

Insurance Cell for monitoring purposes. Insurance Cell, Corporate Office along with O&M and Commercial Division shall coordinate with the power stations for settlement of the Insurance claim under material damage as well as BI (FLOP).

13. TIME FRAME OF THE POLICY DOCUMENTS

The insurer will promptly raise invoice/demand for insurance premium as per terms and conditions of the policy immediately on receipt of Letter of Award. Similarly, upon request of additional insurance cover by NHPC as per policy conditions, the insurer will raise invoice/demand for insurance premium for additional cover within 1(One) working day from the date of request by NHPC. The insurer will issue the premium receipt and the Cover note for the desired coverage immediately on the receipt of the premium from NHPC. The original policy document along with soft copy of the policy shall be issued within one week from the date of the assumption of the risk.

The policy document shall clearly indicate various rates, sum-insured, extensions, inclusions, exclusions and terms & conditions in line with bidding documents. Any amendment of the policies documents and/or additional insurance covers shall be confirmed by issuing endorsement within 4 (Four) working days of the receipt of the necessary premium/information from NHPC indicating various rates, sum-insured, extensions, inclusions, exclusions and terms & conditions as applicable

14. PANEL OF SURVEYORS

The Lead Insurer shall furnish the list of Surveyors (along with their name, address contact nos. & experience in the field with no of Years' experience) whom they propose to depute in the event of occurrence of claim. Surveyors from the agreed list only shall be deputed in consultation with NHPC in the event of loss. NHPC has the right to review this list, as and when required.

The underwriter shall depute the surveyor without any loss of time immediately on the occurrence of damage without waiting for the detailed report. In the event of delay in deputation of surveyor, NHPC may use its discretion in deputing surveyors from the panel of Surveyors. The claims lodged on the basis of surveyor report engaged by NHPC, shall be settled by the underwriter in full.

15. Deleted

16. REVIEW MEETINGS

Lead Insurer will develop effective Management Information System (MIS) for facilitating effective implementation of the Policy and early settlement of the claims. Co-coordinator at Power station shall be identified for periodical review meetings for monitoring progress of different activities.

17. RESPONSIBILITY FOR SEMINAR/ WORKSHOP

To educate on Mega Risk Policy, Lead Insurer shall organize Seminars/ Workshops on the Policy, at no extra cost, at NHPC Regional Offices, Power Stations, Corporate office or other agreed locations, as advised by NHPC, to facilitate understanding and effective

implementation of Policy at least once in a year. Insurer shall also arrange intensive training Program at no extra cost, for selected personnel of NHPC.

18. CLAIMS PROCEDURE AND MANAGEMENT

In case of a claim, the insurance company shall immediately depute or authorize NHPC to call a surveyor(s) from the approved panel of Insurer but not later than 48 hours of the receipt of intimation from the insured.

In normal circumstances, the claim has to be settled by the Insurance co. as per the procedure at Clause No. 20 of Section-IV of Conditions of policy.

A joint meeting between surveyors, insurance company and NHPC will be organized on a date suggested by NHPC for discussing the claim matters and the minutes of the said meeting shall be recorded. The insurance company will take a weekly report from the surveyor to ensure the success of the procedure and keep NHPC posted and copy of interim as well as final survey report shall be submitted to NHPC immediately.

In case any dispute arises in respect of the claim amount assessed due to interpretational issue regarding any clause or otherwise, the Insured shall have the right to challenge the same in terms of clause for Settlement of Disputes. However, the Insurer shall be liable to pay undisputed portion of the claim so assessed on acceptance of the same by the Insured under protest.

The survey report shall also be submitted for claims where the insurer's liability does not arise but has been reported by NHPC.

19. UNDER-INSURANCE PROVISION

Under insurance on each item of the Schedule appearing under Section –I & II (Material Damage) of Mega Risk Policy and Standalone Terrorism Policy will be ignored if it does not exceed 20%.

No under-insurance will be applicable for Section-III (Business Interruption) i.e., no under-insurance penalty shall be applied in case of Business Interruption claim. However, the insurance Co. will indemnify the loss for Business Interruption based on the sum-insured and Insured shall be required to pay additional premium based on the actual Gross Profit as per methodology given in clause 3 of Condition of policy within 12 months from the end of Policy period.

20. On- account and Final Payment in respect of claim under policy.

- a) On a/c payment of 75% – within 6 weeks of submission of all claim papers and subject to admissibility of claim, for claims upto Rs. 2.00 crs (after deductibles) and within 8 weeks for claims above Rs. 2.00 crs.(after deductibles)
- b) Balance Payment – within 30 days of submission of all documents.

Insurance Co. shall pay interest for delay in on- account payment or balance payment. The insurer shall be liable to pay interest at a rate which is 2% above SBI MCLR for one year

prevalent at the beginning of the Financial Year in which the claim is submitted by the Insured.

21. SETTLEMENT OF DISPUTES:

- 21.1.1 If any dispute arises between the Insured and the Insurer in connection with, or arising out of the Contract or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after the repudiation or after termination of Contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Insured an attempt shall be made to resolve the matter in dispute amicably.
- 21.1.2 No dispute or difference arising between the Insurer and the Insured under or relating to or in connection with the Contract shall be referred to arbitration unless an attempt has first been made to settle the same amicably.
- 21.1.3 Any dispute, in respect of which the Insured and the Insurer have failed to reach at an amicable settlement pursuant to Clause 21.1.1, shall be finally settled by reference to arbitration as per Clause 21.2. The Arbitration and Conciliation Act, 2015 shall govern the arbitration.

21.2 Arbitration:

Subject to Sub-Clause 21.1 of these Conditions, unless settled amicably, any dispute or difference whatsoever arising between the parties and of or relating to the construction, interpretation, application, meaning, scope, operation or effect of this contract or the validity or the breach thereof, shall be finally settled by Arbitration, unless otherwise agreed by both Parties.

Any dispute shall be settled by arbitration as set forth below:

- (i) A dispute with an Indian Insurance Company shall be finally settled by arbitration in accordance with the Indian Arbitration & Conciliation Act, 1996, or any statutory amendment thereof. The arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Insured and the Insurer. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding arbitrator shall be appointed by the President of the Institution of Engineers (India). For the purposes of this Sub-Clause, the term "Indian Insurance Company" means an Insurer who is registered in India and is a juristic person created under Indian law.
- (ii) Arbitration may be commenced within or after the period of Insurance Policy , provided that the obligations of the Insured and the Insurer shall not be altered by reason of the arbitration being conducted within or after the policy period.
- (iii) If one of the parties fail to appoint its arbitrator in pursuance of sub-clause (i) and (ii) above, within 30 days after receipt of the notice of appointment of its arbitrator by the other party, then the President of Institution of Engineers (India), shall appoint the arbitrator.

The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration shall be borne in such a manner as determined by the arbitral tribunal.

The fee payable to arbitrators shall be as per the model fee structure of NHPC/ Insured, the present model fee structure is placed at Appendix A to Tender. The fees include the sitting fee of arbitrators, reading fee, award writing fee and secretarial expenses etc. and nothing is payable other than this by whatsoever name called.

The cost and expenses of Arbitration proceedings will be borne by each party. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party itself.

The seat/ place of Arbitration shall be Faridabad.

The Arbitral Tribunal shall give a written reasoned Award and the final award by a majority of Arbitrators rendered in writing shall be binding upon the parties.

21.3 In case of contract with another Central Public Sector Enterprises and Government Department(s)/ Organization(s) (other than those related to taxation matters), the following arbitration clause shall be applicable:-

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Department(s)/Organization(s) (other than those related to taxation matters), such dispute or difference shall be taken up by either party or resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)FTS-1835 dated 22-05-2018 and subsequent amendments time to time.

NHPC Schedule of Arbitration Fee				
Sum in Dispute	Arbitrator I	Arbitrator II	Arbitrator III	Total Fees
Upto Rs. 5,00,000/-	Rs. 15,000/-	Rs. 15,000/-	Rs. 15,000/-	Rs. 45,000/-
Above Rs. 5,00,000/- and upto Rs.20,00,000/-	Rs. 15,000 plus 3.5% of 1/3 of claim amount over and above Rs. 5,00,000/-	Rs. 15000 plus 3.5% of 1/3 of claim amount over and above Rs. 5,00,000/-	Rs. 15000 plus 3.5% of 1/3 of claim amount over and above Rs. 5,00,000/-	Rs. 45,000 plus 3.5% of claim amount over and above Rs. 5,00,000/-
Above Rs. 20,00,000/- and upto Rs.1,00,00,000/-	Rs. 32,500 plus 3% of 1/3 of claim amount over and above Rs. 20,00,000/-	Rs. 32,500 plus 3% of 1/3 of claim amount over and above Rs. 20,00,000/-	Rs. 32,500 plus 3% of 1/3 of claim amount over and above Rs. 20,00,000/-	Rs. 97,500 plus 3% of claim amount over and above Rs. 20,00,000/-
Above Rs. 1,00,00,000/- and upto Rs.10,00,00,000/-	Rs. 1,12,500 plus 1% of 1/3 of claim amount over and above Rs.	Rs. 1,12,500 plus 1% of 1/3 of claim amount over and above	Rs. 1,12,500 plus 1% of 1/3 of claim amount over and above Rs.	Rs. 3,37,500 plus 1% of claim amount over and above Rs.1,00,00,000/-
Above Rs.10,00,00,000/- and upto Rs.20,00,00,000/-	Rs. 4,12,500 plus 0.75% of 1/3 of claim amount over and above	Rs. 4,12,500 plus 0.75% of 1/3 of claim amount over and above	Rs. 4,12,500 plus 0.75% of 1/3 of claim amount over and above	Rs. 12,37,500 plus 0.75% of claim amount over and above Rs.10,00,00,000/-
Above Rs.20,00,00,000/-	Rs. 6,62,500 plus 0.50% of 1/3 of claim amount over and above Rs.20,00,00,000 /- with a ceiling of Rs.	Rs. 6,62,500 plus 0.50% of 1/3 of claim amount over and above Rs. 20,00,00,000/- with a ceiling of Rs. 10,00,000/-	Rs. 6,62,500 plus 0.50% of 1/3 of claim amount over and above Rs. 20,00,00,000/- with a ceiling of Rs.	Rs. 19,87,500 plus 0.50% of claim amount over and above Rs. 20,00,00,000/- with a ceiling of Rs. 30,00,000/-

Note:

1. In addition to Fees Travelling Allowance/ Hotel/ DA / Conveyance Expenses entitled equivalent to ED of NHPC will be paid to the arbitrators.
2. In case of Sole arbitrator Fees as mentioned for single arbitrator+25% is payable.
3. The above fees shall be shared equally by both i.e. NHPC & Contractor.

22. GOVERNING LAWS & JURISDICTION

The Insurance Policy shall be governed and interpreted in accordance with the law for the time being in force in the Republic of India and Jurisdiction of courts for dispute resolution shall be appropriate courts of Faridabad.

23. Nodal Officer/ Incharge

General Manager (Finance), Finance Division, Corporate office, NHPC Ltd., Sector-33, Faridabad-121003 (Haryana) who will represent nodal officer or representative authorised by him on behalf of NHPC i.e., insuring party during the currency of this contract.

The Lead Insurer shall also appoint one officer to act as nodal officer or representative on behalf of Insurance co. who shall be interacting with NHPC on all matters relating to operation of the policy and correspondences (including those of surveyors) relating to claim. Contact details i.e. email ID, phone no. etc. of the nodal office are to be specifically provided under the policy

24.1 __ EXTENSION OF POLICY

The Insurance Policy can be extended for a maximum period of 3 months if so desired by NHPC on pro-rata basis as per existing rates terms and conditions provided incurred claim ratio (claims lodged minus deductibles) does not exceeds 60% of the premium.

24.2 *Deleted*

25. Corrupt or Fraudulent Practices

It is expected that the contractor will observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy:

- (a) for the purposes of this provision, the terms set forth below shall mean as under:
 - (i) "corrupt practice" means the offering, giving, receiving or soliciting directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - (iii) "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Borrower, designed to establish bid prices at artificial, noncompetitive levels;
 - (iv) "Coercive practice" means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in a procurement process, or affect the execution of a contract;
 - (v) "Integrity Pact" means an agreement called Integrity Pact between the contractor and the Employer shall be signed committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the Tender/Contract.
- (b) A Bid may be rejected by the Employer if it is determined at any stage that the respective Bidder has engaged in corrupt, fraudulent, collusive and coercive practices

or defaulted commitments under Integrity Pact as mentioned above in competing for the contract in question.

- (c) The Employer may declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent practices, Collusive and Coercive practices or defaulted commitments under Integrity Pact in competing for, or in executing, a contract then the Employer may after giving 14 days notice to the Contractor, terminate the contract and expel him from the site and get the contract executed at the risk and cost of defaulting contractor.
- (d) Banning of Business Dealings: It is not in the interest of NHPC to deal with Agencies who commit deception, fraud or other misconduct in the tendering process. The grounds on which Banning of Business Dealings can be initiated are as follows:
 - i) If the security consideration, including questions of loyalty of the Agency to NHPC so warrants;
 - ii) If the director/ owner of the Agency, proprietor or partner of the firm, is convicted by a court of law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during last five years;
 - iii) If business dealings with the Agency have been banned by the Department of Power, Government of India.
 - iv) If the Agency has resorted to corrupt, fraudulent practices including misrepresentation of facts;
 - v) If the Agency uses intimidation / threatening or brings undue outside pressure on NHPC or its official for acceptance / performances of the job under the contract:
 - vi) If the Agency misuses the premises or facilities of the NHPC, forcefully occupies or damages the NHPC's properties including land, water resources, forests / trees or tampers with documents/records etc. (Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

The procedure for banning of Business Dealings shall be governed as per NHPC's "Policy and Procedure for Banning Business Dealings".

26. Integrity Pact

To improve transparency and fairness in the tendering process the Employer is implementing Integrity Pact.

The Integrity Pact, signed by all the prospective Bidders and the Employer, shall commit the persons/ officials of both the parties, not to exercise any corrupt/ fraudulent/ collusive/ coercive practices in the Tendering process and also during implementation of the Contract. Only those

Bidders who have entered into Integrity Pact with the Employer shall be eligible to participate in the bidding process. Entering into Integrity Pact as per Performa provided into Tender Document is a basic qualifying requirement.

Integrity pact is to be executed on plain paper at the time of submission of bid. The successful bidder (contractor) shall submit duly executed Integrity Pact on Non-judicial Stamp Paper of appropriate value as per stamp act applicable in the state of Haryana prior to signing of Notification of Award.

27. TAXES AND DUTIES

1.1 Taxes, duties, , GST and other impositions as may be levied under the Applicable Law & regulations including those assessed on the client, the amount of which is applicable as on 28 days prior to last date of submission of bid is deemed to have been included in the Contract Price. However, change in rates of existing tax or levy of New Tax applicable on service of this contract announced after 28 days prior to last date of submission of bid, shall be paid/ adjusted/ reimbursed by the Client in addition to contract price. The Client will reimburse the same to the Insurer on production of satisfactory proof of payment/ other documentary evidence, if any.

Changes in the advance tax rates of GST (on Service) payable to appropriate authorities will not be subject to adjustment.

1.2 The Contract unit rates shall be after taking into account the Input Tax Credit (ITC) and other benefits.

1.3 TDS wherever statutorily required under any Tax Act/ Rule shall be deducted and deposited and necessary certificate will be provided by the Employer.

1.4 Invoices and other documents submitted by Insurer/ bidder for payment under Interim Payment Certificate/ Final Payment Certificate, or any other payment under the contract shall be in accordance with the GST Law.

1.5 The Insurer shall furnish a certificate along with Interim Payment Certificate/ Final Payment Certificate that GST payable by him has been deposited/ will be deposited to the Govt. Treasury.

28. AGREEMENT

The Insurer shall execute a Contract Agreement with NHPC on non-judicial paper of appropriate value as per Stamp Act applicable in the state of Haryana in the format appended within 10 days from the date of issue of Letter of Acceptance.

29. NHPC shall be dealing / interacting directly with Lead insurer for all related matters and lead insurer shall, in turn, interact with the co-insurers. Under any circumstances i.e. in case of any dispute with co-insurers, Lead insurer shall be responsible for settlement of full claim amount to NHPC.

FORM OF AGREEMENT
(On Non Judicial stamp paper of appropriate value)

CONTRACT AGREEMENT

1. This agreement is made on day of between the NHPC Ltd., a Company registered and existing under the Laws of India and having its registered Office at NHPC Office Complex, Sector-33, Faridabad (Haryana) (hereinafter referred to as the "Employer/ Client" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the one part and Consortium of(Name & Address).....(herein after called " Lead Insurer" which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns),(Name & Address)..... (herein after called "Co-Insurers" which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the other part.
2. WHEREAS the Client is desirous that certain insurances should be provided by the Insurer, viz: “.....(Name of Work).....” and has accepted the Bid of the Consortium of Lead Insurer and Co-Insurers for the NHPC Power Stations for one year from(Date)..... to(Date)..... at the cost of **including GST As applicable.**

3. The contract has been awarded to consortium of 03 (three) insurance companies having following shares:

Sl. No.	Insurer	Share
01.	M/s, Lead Insurer	60%
02.	M/s, Co-Insurer	25 %
03.	M/s, Co-Insurer	15%

4. NOW THIS AGREEMENT WITNESSETH as follows:

- i) In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- ii) The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
- Sanction Order & Contract generated through GeM portal;
 - Conditions of Policy,
 - Scope of Coverage including Annexures
 - Tender Acceptance Letter
 - ECS – Form
 - Declaration of Ineligibility
 - Bid Proforma
 - Undertaking by bidder towards Anti-Profiteering Clause of GST Act/ Rules
 - PAN and GST No.

- j) Bid Proposal Sheets
- k) Integrity Pact.

5. In consideration of the payments to be made by the Employer to the Insurer as hereinafter mentioned, the Insurer hereby covenants with the Client to provide insurances in all respect in accordance with the provisions of the Contract.
6. The Employer hereby covenants to pay the Insurer in consideration of the insurances, the Contract Price or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written.

For and on behalf of the Insurer
Ltd.

For and on behalf of NHPC

(M/s)
(Lead Insurer)
Signature-----

(Designation)-----

Signature-----

(Designation)-----

Place:

(M/s)
(Co-Insurer)
Signature-----
(Designation)-----

Witnessed by:

1.-----

(M/s)
(Co-Insurer)
Signature-----
(Designation)-----

2.-----

Place:

Witnessed by:

1.-----

2.-----

End of section-IV

SECTION – V

SCOPE OF COVERAGE

SCOPE OF COVERAGE

- 1.0** NHPC is interested in covering all its Hydro Power Stations & Parbati-II HEP under “Mega Risk Insurance Package Policy including Terrorism and Third Party Liability Policy” as per the following provisions.

1.1.1 SCOPE OF INSURANCE COVERS

A) The Insurance Policy shall cover the property insured, if accidentally lost/destroyed or damaged physically along with loss of business revenue by the perils covered under this Policy. The coverage will be on an All Risk basis as per Munich Re wordings, which is attached as per Annexure V (A) & V (B) for Liability, namely:

1) Mega Risk Policy

- i) Fire and allied perils like Fire; Lightening; Explosion / implosion, Aircraft damage, Riot, strike, malicious damage (RSMD); Storm, cyclone Typhoon, Tempest Hurricane, Tornado, Flood & inundation (STFI); Impact damage; Subsidence & Landslide including rockslide; Bursting & Overflowing of Water tanks, Apparatus & pipes; Missile testing operations; Leakage from automatic sprinkler installations; Bush fire; & Burglary/Theft.
- ii) Earthquake (Fire and Shock).
- iii) Machinery Breakdown (MBD) /Boiler explosion/Electronic equipment.
- iv) Business Interruption – Fire Loss of Profit (BI-FLOP).

2) Terrorism (Fire +FLOP) including Electronic Equipment breakdown.

B) Third Party Liability (General Liability) as per Policy wording given in Annexure-V(C) but not limited to above perils.

The Policy coverage and terms & Conditions shall be in line with the Policy Wordings attached only. No deviation from the attached Policy Wordings will be allowed by NHPC. However, if any change in the policy wordings desired by Re-insurer, which do not affect the material content of the policy, the same can be considered by NHPC.

1.1.2 SECTION-WISE SUM-INSURED

The details of Sum-Insured for respective Section/Risk nature are as follows:

A1. Mega Risk Policy for All Hydro Power Stations & Parbati-II HEP

S.No.	Section/ Nature	Sum Insured in Rs.
1.	Mega Cover (Fire)	66395.18 Cr.
2.	Earthquake (including plinth & foundation)	66395.18 Cr.
3.	Machinery Breakdown (MBD)	25031.86 Cr.
4.	Business Interruption (FLOP)	11060.70 Cr. (18 months)

B. Terrorism Cover for all Hydro Power Stations & Parbati-II HEP of NHPC

1. Terrorism Cover Rs 77455.88 Crs.

N.B. – The above figures are indicative only and has been compiled upto the date of preparation of Tender. The figures are subject to change.

C. Third Party Liability cover for all Hydro Power Stations & Parbati-II HEP of NHPC

Third Party Liability : AOA (INR 10 Cr.) & AOY (INR 50 Cr.) as under:

1. Third Party Liability for Property Damage: Rs.37.5 Crs. (AOA:AOY=1:5)
2. Third Party Liability for loss of Life/Bodily injury: Rs. 12.5 Crs. (AOA:AOY=1:5)

(Limit for liability in case of death and Permanent disability or bodily injury shall be worked out and payable as per the extant Law with maximum liability limit of Rs.12.5 Crore- AOA:AOY=1:5).

1.1.3 DETAILS COVERAGE:

The Scope of Coverage shall include all NHPC Hydro Power stations & Parbati-II HEP as detailed in **Annexure-II**. This will include all plants, equipments, Buildings, township, Roads, Bridges, Dams, Tunnels & other civil /electrical works etc. The policy wording provided is a draft outlining the covers and contain the standard wordings. The add-on covers required will over-ride any policy wording stating otherwise, for the similar risk. The final policy issued will not have mention of any wording/ clause/exclusion which contradicts the cover required as per the tender and as per the add-on covers.”

The Power Station wise/Asset wise break up (under broad head) of the replacement cost are attached as **Annexure-III (A) & III (B)** and power station wise sum insured under BI cover is indicated in **Annexure III (A)**. These details are only by way of summary. The policy coverage and terms and conditions shall be in line with Mega Risk Policy and detailed coverage as above.

1.1.4 The following shall also be covered in the Policy:

i. Additional Insurance Covers under Mega Policy:

Type of Covers		Sub-Limit(Rs.)
Section I – All Risk	Expediting expenses including Airfreight	10 Crs.

of Physical Loss or Damage /Non-Marine Property (excluding machinery Insurance)	Architects, Surveyors, & Consulting Engineers fees	10 Crs.
	Cost of Demolition and/or Removal of Debris including Foreign Debris/dewatering expenses.	80 Crs.
	Loss minimization / Loss prevention expenses	5 Crs.
	Capital additions / Newly Acquired Property / Minor Interest	250 Crs.
	Foam consumption and fire extinguishing expenses	5 Crs.
	Underinsurance	20%
	Escalation Clause	10%
	Omission to Insure Additions, Alterations or Extensions	30 Crs.
	Immediate repair/relief/Minor Repairs	5 Crs.
	Temporary removal	50 Crs.
	Inland Transit	50 Crs.
	Property in the course of construction / erection.	20 Crs.
	Plans, Documents & Computer Records	10 Crs.
	Additional Customs Duty	10 Crs.
	Deliberate damage	5 Crs.
	Property not on Insured Premises/Off Premises	10 Crs.
	Shut down/Start-up Expenses	1 Cr.
	Claim Preparation Cost (Applicable to Section-I, II & III)	1 Cr.
	Improvement/Betterment	25 Cr.
Section –III: All Risk Business Interruption	Professional Accountants Clause	15 Lacs
	Additional increased Cost of Working	25 Crs.
	Prevention of Access	Actual (Within Sum Insured)
	Interdependency	Actual (Within Sum Insured)

- ii. Cracking & Collapse in Galleries, Tunnels & Buildings per se both underground and on the surface due to an insured peril is to be included in the coverage of the scope of the policy.
- iii. All Equipment/machinery having electronic parts/software systems & computer control system/ external media/increased cost of workings shall be covered in the scope of the policy.
- iv. Assets like drainage, culvert, pavements, roads, dams, reservoirs, canals, pipe lines, tunnels, bridges, piers, compound/retaining walls, landscapes, and Gardeners etc. and all

other civil works including township and underground civil works except **land**, property in transit within premises are specifically included in schedule of assets. Properties in the course of construction shall also be covered in the scope of coverage.

v. **Power Stations under Renovation and Modernization Stage:**

Loktak Power Station

Loktak Power Station has completed its scheduled life of 35 years and is under Renovation & Modernization. The Renovation & Modernization proposal includes the unit wise renovation of Generating Plant & Machineries which means Loktak Hydro-electric Project will remain in complete shutdown for first six months and thereafter, one unit would go under renovation while other two units shall remain operational. Accordingly, a reasonable amount of Gross Profit has been included in the schedule under BI coverage of Loktak. Further, Insured shall have discretion to make addition(s) in FLOP cover on account of unit wise completion and re-startup of generation of Loktak Hydro-electric Project by paying additional required premium as per awarded rates during currency of Insurance Policy (in terms of clause no. 2 of Section IV-Condition of Policy). Thus, Loktak Hydro-electric Project shall remain covered for all sections {i.e. Fire & Allied Perils, Earthquake, Machinery Breakdown, Business Interruption (FLOP), Terrorism (including FLOP) and Third Party Liability} under Mega Risk Policy for renewal period.

vi. **Under Construction Projects of NHPC near completion**

- a) In the existing Mega Risk Policy, Parbati-II Project has been covered for partial assets with all coverages except operational covers i.e. BI-FLOP and MBD. The Project is in advanced stage of completion and may come into operation during currency of renewal policy. On commissioning, all assets of project may be covered in the renewal Mega Policy with full coverages including MBD & BI in terms of clause no. 2 of Section-IV; CONDITIONS OF POLICY.
- b) Subansiri HE Project (2000 MW) comprising of eight (08) units of 250 MW each, is in the advanced stage of completion and couple of the units of the project may come into operation during currency of renewal Mega policy. Subansiri project may be considered for inclusion in the renewal Mega Policy for part/full coverages in terms of clause no. 2 of Section-IV; CONDITIONS OF POLICY.

1.1.5 Deductibles

• **For MEGA Cover**

- Single highest Deductible to apply for each and every loss occurring under Section I & II and separately for Section-III :
 - a) PD -5% of claim amount subject to a minimum of Rs.2 crore EEL (Each & Every Loss)
 - b) PDLOP- 40 days.
 - a)

Note: PD= Property Damage, EEL= Each & Every Loss and PDLOP= Property Damage Loss of Profit.

- Deductible for Burglary/Theft to be Rs 1 lac for each & every occurrence
 - Deductible for Electronic equipments to be Rs 1 lac for each & every occurrence
 - Deductible for property under course of construction/erection to be Rs 5 lacs for each & every occurrence
 - Deductible under Inland transit to be Rs 1 lacs for each & every occurrence
 - Deductible for add-on covers operating in isolation: 5% of claim amount subject to minimum of Rs.25 lacs
- **For TERRORISM Cover**
Flat excess of Rs 2 crore for material damage & for Business interruption (BI) 7 days of Gross profit of the affected Power Station.
 - **For THIRD PARTY LIABILITY Cover**
 - Deductible for each & every loss against Property Damage: **Rs 5 lacs**
 - Deductible in case of Bodily injury or loss of life: **NIL**

2.0 POLICY PERIOD

The Policy period shall be for a period of one year w.e.f. 00:00 hrs. of 01.04.2025 to 24.00 hrs. of 31.03.2026.

3.0 VALUATION OF ASSETS

3.1 The valuation of assets of power stations have already been done for the policy period ending October, 2023. The successful bidder shall complete the process of determination of reinstatement/ replacement value of the assets of the power stations through Govt. approved valuer, at no extra cost and submit the final valuation report duly accepted by Head of Power Station to NHPC within 90 days from the date of the issue of letter of award.

3.2 NHPC reserves the right to revise (upward or downward) the sum insured based on the final valuation report. Upward revision of sum insured shall be effective from the date of receipt of premium. In case of reduction of sum insured, it will be applicable from the date of receipt of information by the insurer and pro rata premium shall be refunded to NHPC within 7 days from date of receipt of such intimation by Insurer.

4.0 BUSINESS INTERRUPTION (FIRE LOSS OF PROFIT)

4.1 **INDEMNITY PERIOD FOR BI (FLOP):** 18 Months

4.2 **SUM INSURED FOR BI (FLOP)**

The Business Interruption sum-insured would be **Gross Profit** based on tariff applicable, as per CERC, Annual Plant Availability Factor based on the normative plant availability factor

(NAPAF) etc. The Gross profit shall mean and include gross revenue for the purpose of loss of profit.

4.3 CHANGES IN SUM-INSURED

NHPC will have the right to increase the sum-insured of any power station during the policy period by paying the required additional premium as agreed with the insurer.

5.0 TERRORISM COVERS:

5.1 Material Damage (MD) +Fire Loss of profits (FLOP) shall be as under:-

- i) Loss/damage of the property specified in the Tender against physical loss or physical Damage by an act or series of acts of terrorism.
- ii) Loss resulting from interruption of business relating to the premises affected by an act or series of acts of Terrorism, caused by direct physical loss or damage by an act or series of acts of terrorism.

5.2 Condition applicable to Terrorist Damage

- a) The single limit of Rs. 2,200 crores with a sub limit of Rs.200 Crore War Cover which shall applicable to all the 20 NHPC Hydro Power Stations and Parbati-II HEP and any additions during the currency period of the policy.
- b) This policy shall be non-cancelable by the insurer/re-insurer.
- c) Intra-project property in transit shall also be covered. Limit of liability for losses during Intra-Project transit shall be Rs.50 Crore for any one occurrence and in the aggregate.

6.0 THIRD PARTY LIABILITY COVER

6.1 Condition applicable for third party claim settlement

The insurer shall reimburse the insured for payment towards loss/damage to third party or property of third party to affected person/legal heirs after completing formalities like FIR & submission of proof of death/damage, Internal Committee Report and Payment Proof. Also, an undertaking from claimants shall be obtained stating that they have received agreed amount as full and final settlement of their claims against NHPC and their insurance companies.

In case claimants are not satisfied with mutual compromise and initiate legal action against Insured, Insurance companies shall be exclusively liable to pay amount of award pronounced by the courts, within overall limit of liability set out in the policy in addition to legal costs incurred by NHPC to defend such cases.

Claim for Property Damage shall be settled by Insurance Co. based on Surveyor's Report. Insurance Co. shall not insist for the court order or liability to be imposed by court of law for settlement of the claims.

Annexure-I

Claim under Mega Risk and Terrorism & Third Party Liability Policy for the period from 30.10.2018 to till date

Claim Description	Type of Claim	Net Claim after Deductible	Final/ On-account Payment Received	Balance
Mega Policy				
30.10.2018 to 29.10.2019				
Damage to Project Roads at Power House due to heavy Rainfall in Bairasiul PS on 22.02.2019	MD	0.11	0.11	0.00
Theft of Scrap materials from Godown of Bairasiul Power Station on 17.05.2019	MD	0.45	0.00	0.45
Fire Incidence in Generator of Unit#1 and Unit#2 of Chamera II Power Station on 07.08.2019	MD	22.27	22.27	0.00
Damages suffered at dam site due to Flash Flood in Teesta-V on 17.06.2019.	MD	2.67	2.67	0.00
Total		25.50	25.05	0.45
30.10.2019 to 29.10.2020				
Damage In Circuit Breaker Of R Phase Of Unit#4 At 220V Gas Isolated Switchgear (GIS) in TLDP-III on 07.12.2019	MD	0.36	0.36	0.00
Damages to Civil structure/building, electrical lines/equipment etc. in Dhauliganga PS due to land slide on 28.07.2020	MD	2.93	2.93	0.00
Damage due to Flood at Dam site of Rangit Power Station on 05.08.2020	MD	3.24	3.24	0.00
Damage due to flash flood/Heavy Rain/Landslide at Dam Site (near Intake gates area) of Teesta-V PS on 31.07.2020	MD	6.04	1.25	4.79
Damage in System/Equipment due to Fire in Power House of Parbati-II on 29.07.2020	MD	71.30	0	71.30
Damage occurred in HRT due to landslide in Sewa-II PS on 25.09.2020	MD	40.70	40.40	0.30
	BI	241.36	241.36	0.00
Total		365.93	289.54	76.39
30.10.2020 to 29.10.2021				
Damages to Tapovan Complex, Dharchula in Dhauliganga Power Station due to heavy flash flood on 30.08.2021	MD	13.61	1.00	12.61

Claim Description	Type of Claim	Net Claim after Deductible	Final/ On-account Payment Received	Balance
Total		13.61	1.00	12.61
30.10.2021 to 29.10.2022				
NIL				
30.10.2022 to 29.10.2023				
Theft of 185 sqmm single core 11 KV XLPE Copper Cable from Power House Cable/Ventilation Tunnel in Chutak Power Station on 15.11.2022	MD	0.11	0.00	0.11
Damage of Deflector Servomotor, Nozzle Tip, Seat Ring with Cover & Turbine Housing of Unit#1 of Kishanganga Power Station on 23.11.2022	MD	18.21	0.00	18.21
Damage of Runner Bucket of Unit#2 of Kishanganga Power Station on 30.04.2023	MD	7.05	0.00	7.05
Damages at Pothead Yard sites due to Flash Flood at Chamera-III Power Station on 09.07.2023	MD	27.72	0.00	27.72
	BI	Gross 41.25	0.00	41.25
Damages at various components/structures and roads of Bairasuil Power Station on 25.07.2023	MD	7.87	1.50	6.37
Damages at various sites of Projects due to torrential rains/Flash Flood at Parbati-III Power Station on 10.07.2023	MD	11.97	2.50	9.47
	BI	56.57	0.00	56.57
Damages at various sites of Projects due to heavy rain/flash flood/ Landslides at Parbati-II Power Station on 10.07.2023	MD	13.47	0.00	13.47
Damage in electrical, hydromechanical, and civil infrastructures at Teesta-V Power Station due to to unprecedented flood on 04.10.2023	MD	484.83	150.00	745.24
	BI	410.41		
Damage at various sites of TLDP-III Power Station due to to unprecedented flood on 04.10.2023	MD	63.79	0.00	63.79
	BI	Gross 67.18	0.00	67.18
Damage at various sites of TLDP-IV Power Station due to to unprecedented flood on 04.10.2023	MD	9.74	0.00	9.74
Total		1220.18	154.00	1066.18
30.10.2023 to 31.03.2024				
Theft of 54 nos. (New Stator Bars: 31 nos. and Old & Damaged Stator Bars: 23 nos.) from Switchyard Sub-Store Building of Kishanganga Power Station, on 02.01.2024	MD	0.80	0.00	0.80

Claim Description	Type of Claim	Net Claim after Deductible	Final/ On-account Payment Received	Balance
Third Party Liability Insurance Claim (Demise of Sakina Banoo due to drowning after sudden discharge of water from Power Station Barrage) of Chutak PS on 03.11.2023	TPL	0.02	0.00	0.02
Total		0.82	0.00	0.82
01.04.2024 to 31.03.2025				
Damage in TRT outlet area, GIS installation etc. due to landslide in Teesta-V Power Station on 20.08.2024	MD	294.90	0.00	294.90
Total		294.90	0.00	294.90
GROSS TOTAL		1920.94	469.59	1451.35

MD-Material Damage & BI-Business Interruption

Note 1: There is no claim under Standalone Terrorism so far.

Note 2: Figures which are new or not settled are tentative this stage and subject to finalization of claims.

NHPC LTD**Location and address of Power Stations of NHPC Ltd.**

Sr. No	Name of Power Stations	State	Year of Commissioning	Existing capacity	Address
1	BAIRASIUL	Himachal Pradesh	1981	180 MW	PO- Surangani, Distt-Chamba (HP)-176317
2	LOKTAK	Manipur	1983	105 MW	PO- Loktak, Komkeirap, Manipur-795125
3	SALAL	UT of Jammu & Kashmir	1987	690 MW	PO- Jyotipuram, Via Riasi, Distt-Udhampur, (J&K)-182312
4	TANAKPUR	Uttarakhand	1992	94.2 MW	PO-TPS Campus, Banbasa, Distt-Champawat, (UK)-262310
5	CHAMERA-I	Himachal Pradesh	1994	540 MW	Khairi, Distt-Chamba (HP)-176325
6	URI-I	UT of Jammu & Kashmir	1997	480 MW	Gingle, PO-Mohra, Distt. Baramulla, (J&K)-193122
7	RANGIT	Sikkim	2000	60 MW	Rangit Nagar, South Sikkim-737111
8	CHAMERA-II	Himachal Pradesh	2004	300 MW	Karian, Distt-Chamba (HP)-176310
9	DULHASTI	UT of Jammu & Kashmir	2007	390 MW	Chenab nagar, Sector-II, Kishtwar, Distt-Doda, (J&K)-182206
10	DHAULIGANG A	Uttarakhand	2005	280 MW	PO-Tapowan, Dharchula, Distt- Pithoragarh (UK)-262545
11	TEESTA-V	Sikkim	2008	510 MW	PO-Singtam, East Sikkim-737134
12	SEWA-II	UT of Jammu & Kashmir	2010	120 MW	Mashka, Distt.-Kathua, J&K-176325.
13	TEESTA LOW DAM-III	West Bengal	2013	132 MW	Rambi Bazar P.O Reang, Distt Darjling, WB-734321
14	URI-II	UT of Jammu & Kashmir	2014	240 MW	Nowpora, Uri, Distt-baramulla, J&K-193123
15	CHAMERA-III	Himachal Pradesh	2012	231 MW	Village- Dharwala, Post Bag-9, Chamba-176311.
16	TEESTA LOW	West Bengal	2016	160 MW	Kalijhora, Darjeeling, West

	DAM-IV				Bengal
17	PARBATI-III	Himachal Pradesh	2014	520 MW	Vill.- Behali, P.O.- Larji, Distt.- Kullu, H.P.-175122
18	KISHANGANG A	UT of Jammu & Kashmir	2018	330 MW	Karalpora, Distt. Bandipora, J&K- 193502
19	NIMMO BAZGO	UT of Ladakh	2013	45 MW	Lower Skara, Leho, Near BSNL Complex, Leh, Ladakh, J&K- 194101.
20	CHUTAK	UT of Ladakh	2013	44 MW	P.O.- Minji, Distt.- kargil (Ladakh), J&K- 194103.
21*	PARBATI-II (All 4 Units plus all associated and civil works handed over to NHPC)	Himachal Pradesh	-	800 MW	P.O.- Nagwain, Distt.- Mandi, H.P.-175121
	TOTAL CAPACITY			6251.2 MW	

* Parbati-II Project not fully tested at 100% capacity and hence COD of Project is yet to be declared.

Note: List of Major/Key Spares maintained at Power Stations are as per Appendix-I

Major Spares Maintained At NHPC Power Station	
Sl. NO.	Description of Item
1	Runner (Francis/Pelton)
2	Runner Blades (Kaplan)
3	Guide Vanes
4	Nozzle (Pelton Turbine)
5	Deflector (Pelton Turbine)
6	Deflector Servo Motor (Pelton Turbine)
7	Nozzle Tip Linear (Pelton Turbine)
8	Niddle Tip (Pelton Turbine)
9	Top Cover Liner Plates (Francis)
10	Bottom Cover Liner Plates (Francis)
11	MIV Service Seal
12	MIV Maintenance Seal
13	MIV Servo Motor
14	Guide Vane Servo Motor
15	Thrust Bearing Pad
16	TGB Pads/Shell
17	UGB Pad
18	LGB Pad
19	Stator Bars
20	Rotor Pole
21	Excitation Transformer
22	Generator Transformer
23	Current Transformer
24	Voltage Transformer
25	Circuit Breaker
26	Isolator
27	Earth Switch
28	Surge Arrestor/LA
29	Spare EHV Cable (XLPE/Oil Filled Cable)
30	Protection Relays
31	Different Type of Sensors
32	Spare of SCADA System
33	Station Service transformers
34	Unit Auxiliary Transformers
35	Different Type of Valves
36	Cooling water Pump/Motor
37	Drainage –Dewatering Pump/Motor
38	Fire Fighting Pump
39	2 V DC Battery
40	Excitation System Spares

41	Governor System Spares
42	Heat Exchangers
43	Air/Oil Coolers
44	Radial Gates Power Pack Spares
45	Radial gate Seals
Note: 1. Apart from above, power station keeps number of spare items required for different system. 2. Procurement of spares & their use/consumption is continuous process and same is done as per use/requirement.	

Annexure-III A

Power Station Wise Break up of sum insured under different coverages of Mega, Terrorism & Third Party Liability Policy (in Rs. Crore) for the period 01.04.2025 to 31.03.2026

Particulars	BAIRA SIUL	LOKTAK	SALAL	TANAK- PUR	Chamer a-I	URI-I	RANGIT	Chamer a-II	DULHAS TI	DHAULI GANGA	TEESTA - V	SEWA-II	TLDP-III	URI-II	Chamer a-III	TLDP-IV	Parbati- III	Kishan- ganga	Nimmo Bazgo	CHUTAK	Parbati-II	Total
Fire (Mega Cover)	1817.56	981.66	6790.52	1377.38	5343.66	7604.13	952.30	4586.00	5430.19	2793.72	4423.81	1428.76	1715.03	2412.80	2178.59	1611.35	3678.75	5561.46	948.21	943.84	3815.46	66395.18
Earthquake	1817.56	981.66	6790.52	1377.38	5343.66	7604.13	952.30	4586.00	5430.19	2793.72	4423.81	1428.76	1715.03	2412.80	2178.59	1611.35	3678.75	5561.46	948.21	943.84	3815.46	66395.18
MBD	727.02	392.66	2716.21	550.94	2137.46	3041.65	380.92	1834.40	2172.08	1117.49	1769.52	571.50	686.01	965.12	871.44	644.54	1471.50	2224.58	379.28	377.54	0.00	25031.86
BI/FLOP (18 months)	272.75	158.93	777.36	341.28	627.92	765.38	180.99	506.27	1265.76	431.94	749.90	337.76	481.22	779.04	611.19	461.12	728.84	1030.94	291.77	260.34	0.00	11060.70
Terrorism (MD+BI)	2090.31	1140.59	7567.88	1718.66	5971.58	8369.51	1133.29	5092.27	6695.95	3225.66	5173.71	1766.52	2196.25	3191.84	2789.78	2072.47	4407.59	6592.40	1239.98	1204.18	3815.46	77455.88
Third Party Liability for All Power Stations	50 Crs																					

Annexure III B

Asset wise sum insured of all the Power Stations for the period 01.04.2025 to 31.03.2026

S.no.	PARTICULARS	BAIRA SIU	LOKTAK	SALAL	TANAK-PUR	CHAMERA-	URI-I	RANGIT	CHAMERA-II	DULHASTI	DHAULI-GANGA	TEESTA-V	SEWA-II	TLDP-III	URI-II	CHAMERA-III	TLDP-IV	PARBATI-I-III*	KISHAN-GANGA	NIMMO BAZGO	CHUTAK	PARBATI-I-II*	Total Amount (in Rs.)
1	ROADS, BRIDGES, CULVERTS, AERODROMES	628,395,242	276,975,898	1,307,070,074	163,858,029	1,692,354,172	405,362,488	218,300,009	143,230,601	363,539,697	294,338,687	444,391,718	767,816,227	137,413,623	162,661,786	702,978,655	98,715,352		49,422,721	287,550,759	130,655,367		8275031105
2	BUILDINGS	2,787,282,912	1,386,822,908	8,721,421,521	3,699,124,864	5,889,982,761	4,942,402,048	1,820,124,030	3,390,847,322	3,477,273,471	2,911,471,780	3,677,211,055	1,315,639,496	1,807,126,573	2,202,095,450	2,540,682,179	1,967,194,054		3,819,231,610	1,425,699,951	1,435,375,132		59217009117
3	RAILWAY SIDINGS	-	-	-	-	-	-	-	-	-	-	-	-	41,211,445	-	-	-		-	-	-		41211445
4	HYDRAULIC WORKS	8,647,658,988	5,356,739,946	43,271,069,094	6,309,004,673	29,583,842,177	53,918,113,616	5,315,624,175	23,364,975,749	30,512,673,252	18,555,763,985	36,056,882,287	7,901,697,156	9,198,755,325	13,470,143,989	12,362,918,693	8,473,629,567		42,677,510,816	4,762,211,400	5,115,433,899		364854648787
5	GENERATING PLANT & MACHINERY	5,655,614,079	2,520,905,427	12,796,770,564	3,093,602,749	15,392,040,712	16,410,353,760	1,468,386,999	17,995,520,995	19,264,446,680	5,661,271,965	3,241,795,466	3,925,289,002	5,690,747,252	7,972,065,894	5,813,141,784	5,385,568,608		8,758,688,203	2,720,492,581	2,544,196,026		146310898746
6	PLANT & MACHINERY SUBSTATION	147,516,307	38,125,959	960,056,824	62,055,763	101,747,635	86,317,658	433,772,324	271,978,133	47,236,002	74,892,456	28,988,229	70,127,639	35,393,028	22,560,900	14,012,189	1,169,459		34,372,291	61,040,788	1,653,904		2493017488
7	PLANT & MACHINERY TR LINES	31,724,690	1,120,108	-	76,096,503	81,735,469	42,035,458	51,144,426	181,316,672	39,708,395	98,488,466	438,769,329	37,722,856	45,083,711	59,553,029	19,028,251	11,449,487		14,221,345	34,479,060	18,476,369		1282153624
8	PLANT & MACHINERY OTHERS	6,451,476	10,777,400	350,140,953	27,650,830	47,976,031	9,051,694	33,539,481	134,323,351	17,716,808	15,761,684	7,211,602	66,695,590	8,617,896	25,807,663	24,050,319	7,264,181		34,635,476	6,433,276	11,485,809		845591520
9	WATER SUPPLY SYSTEM /DRAINAGE /SEWERAGE	74,976,881	40,857,515	74,241,908	49,087,368	78,317,361	34,957,110	36,273,669	61,006,825	205,762,796	38,381,682	67,125,080	20,720,613	28,315,168	38,445,214	62,657,116	29,277,337		11,858,980	17,707,230	7,052,303		977022156
10	ELECTRICAL INSTALLATION S	746,422	12,511,115	17,323,889	16,154,460	15,553,385	2,322,214	4,801,539	6,771,836	21,298,617	19,656,286	7,803,074	6,701,634	2,559,937	6,730,296	-	5,647,627		-	9,368,658	14,676,451		170627440
11	FURNITURE & FIXTURES	25,614,099	17,639,880	47,767,769	28,097,013	43,923,904	27,417,000	22,133,054	31,986,114	21,272,313	31,166,940	39,395,025	34,006,531	26,996,065	22,135,928	26,599,074	27,221,585		24,201,145	24,506,859	15,553,125		537633423
12	COMPUTERS	12,041,448	29,736,106	33,943,540	21,362,322	51,523,641	27,500,794	19,450,234	26,532,890	35,629,217	18,249,074	21,730,631	13,940,441	23,488,387	20,848,682	17,285,203	13,711,581		26,413,363	12,539,593	15,552,934		441480081
13	COMMUNICATION EQUIPMENTS	20,146,655	34,900,111	11,007,837	12,887,450	36,881,010	8,720,546	24,843,290	16,882,926	13,867,780	10,297,712	15,142,683	11,650,188	1,081,545	4,071,259	2,543,334	1,147,122		2,813,341	1,470,647	12,179,657		242535093
14	OFFICE EQUIPMENTS	17,583,485	23,085,943	32,448,397	30,036,406	54,444,475	22,780,607	14,735,384	48,578,756	45,218,932	22,022,866	45,267,160	15,952,752	17,279,948	21,932,277	13,717,651	11,212,866		17,773,472	12,459,897	25,184,777		491716051
15	OTHER ASSETS	37,749,051	42,048,423	132,250,119	66,231,483	250,726,566	34,235,715	26,343,281	44,802,829	87,017,278	42,556,849	70,062,244	47,954,893	24,632,929	57,405,966	64,009,587	22,318,407		51,184,268	81,150,948	26,799,003		1209479839
16	FIXED ASSETS OF MINOR VALUE	12,907,009	15,681,412	21,916,010	18,116,153	20,216,579	12,713,323	5,032,031	18,232,757	6,732,733	6,171,194	20,540,805	8,938,543	7,329,494	5,287,375	11,562,950	6,535,760		10,137,340	1,987,741	1,959,211		211998420
17	OBSOLETE/SURPLUS ASSETS	-	-	5,875,403	101,028	-	-	-	-	2,282,795	1,379,211	-	-	-	291,785	-	-		-	858,759	5,845,683		16634664

S.no.	PARTICULARS	BAIRA SIUI	LOKTAK	SALAL	TANAK-PUR	CHAMERA-	URI-I	RANGIT	CHAMERA-II	DULHASTI	DHAULI-GANGA	TEESTA-V	SEWA-II	TLDP-III	URI-II	CHAMERA-III	TLDP-IV	PARBATI-III*	KISHAN-GANGA	NIMMO BAZGO	CHUTAK	PARBATI-II*	Total Amount (in Rs.)
18	INVENTORY / STOCK	69,220,122	8,666,221	121,865,513	100,409,698	95,392,430	57,029,502	28,478,802	123,031,212	140,159,799	135,300,047	55,721,930	42,756,168	54,254,613	35,933,122	110,698,273	51,355,676		82,162,081	22,125,428	56,368,338		1390928975
	TOTAL	18,175,628,866	9,816,594,372	67,905,169,415	13,773,876,792	53,436,658,308	76,041,313,533	9,522,982,728	45,860,018,968	54,301,836,565	27,937,170,884	44,238,038,318	14,287,609,729	17,150,286,939	24,127,970,615	21,785,885,258	16,113,418,669	-	55,614,626,452	9,482,083,575	9,438,447,988	-	589,009,617,974
	Total in (Crores)	1817.56	981.66	6790.52	1377.38	5343.66	7604.13	952.30	4586.00	5430.19	2793.72	4423.81	1428.76	1715.03	2412.80	2178.59	1611.35	3678.74	5561.46	948.21	943.84	3815.47	66395.19

***Asset wise sum Insured for Parbati-II & Parbati-III (in INR cr.)**

Particulars		Parbati-III	PARBATI-II
		Net	Net
Civil Works		1865.80	1692.31
Electromechanical Works		1015.64	684.27
HydroMechanical Works		752.77	1429.40
Transformers & Switch Yard		35.11	0.00
Other Auxiliary works/utilities/office equipments			0.00
Inventory/Stock			9.49
Total		3678.74	3815.47

**MEGA RISK POLICY
WORDING**

Insured

**NHPC Limited
Regd. Office :NHPC Office Complex
Sector-33, Faridabad-121003**

Policy No: XXXXXXXXXXXX

PERIOD OF INSURANCE:

01.04.2025 to 31.03.2026

A. GENERAL

A.1. DEFINITIONS APPLICABLE TO ALL SECTIONS

A.2. POLICY OUTLINE

A.3. THE SCHEDULE

A.3.1. Limits of Liability

A.3.2. Deductibles

A.3.3. Premiums, Deposit Premiums and Premium Rates:

A.4. GENERAL CONDITIONS (APPLICABLE TO ALL SECTIONS)

A.4.1. Several Liability Notice

A.4.2. Policy Interpretation, Rights and Obligations

A.4.2.1. Identification

A.4.2.2. Order of Precedence

A.4.2.3. Captions, Headings and Language

A.4.2.4. Assignment

A.4.2.5. Designation of Property Clause

A.4.2.6. Additional Insureds (to be named in The Schedule)

A.4.2.7. Multiple Insured Clause

A.4.2.8. Information rights of The Insurer and Confidentiality Agreement

A.4.2.9. Premium payment

A.4.2.10. Sum Insured

A.4.2.11. Cancellation

A.4.2.12. Expiration

A.4.2.13. Fraud and forfeiture

A.4.2.14. Misdescription

A.4.2.15. Non-Disclosure

A.4.2.16. Act of default (Breach of Conditions)

A.4.2.17. Material Change

- A.4.2.18. Reasonable precautions
- A.4.2.19. Agreed Bank Clause
- A.4.2.20. Preventive Maintenance
- A.4.2.21. Clarification Agreement
- A.4.2.22. Settlement of Disputes
- A.4.2.23. Governing law and jurisdiction

A.5. GENERAL EXCLUSIONS (APPLICABLE TO ALL SECTIONS)

- A.5.1. Political Risks Exclusion
- A.5.2. Radioactive Contamination
- A.5.3. Act of default
- A.5.4. Deductibles/ Retained Liability
- A.5.5 Sanction Limitation and Exclusion Clause

A.6. ADDITIONAL EXTENSIONS TO SECTIONS I AND II

- A.6.1. Escalation Clause
- A.6.2. Expediting expenses
- A.6.3. Fees of Architects, Engineers and Others
- A.6.4. Cost of Demolition and/or Removal of Debris
- A.6.5. Foam consumption and fire extinguishing expenses
- A.6.6. Capital additions / Newly Acquired Property / Minor Interest
- A.6.7. Inland Transit
- A.6.8. Temporary Removal
- A.6.9. Expenses for Loss Minimisation
- A.6.10. Immediate Relief Clause
- A.6.11. Omission to Insure Additions, Alterations or Extensions
- A.6.12. Property in the course of construction / erection

- A.6.13 Additional Custom D
- A.6.14. Plans Documents & Computer Records
- A.6.15. Shut Down/Start Up Expenses
- A.6.16. Claim Preparation Cost (Applicable to Section-I, II & III)
- A.6.17. **Improvement/betterment:**

A.7. OCCURRENCE OF A LOSS, CLAIMS AND INDEMNIFICATION PROVISIONS

- A.7.1. Conditions for Loss settlement under Section I or II
 - A.7.1.1. Claims and loss notification
 - A.7.1.2. Claims Provisions
 - A.7.1.3. Rights of The Insurer in case of a loss
 - A.7.1.4. Repair of Minor Damage
 - A.7.1.5. Original Equipment Manufacturer Parts
 - A.7.1.6. Obsolete Spare Parts
 - A.7.1.7. Salvage
 - A.7.1.8. Brands and trademarks
 - A.7.1.9. Underinsurance
 - A.7.1.10. Contribution
 - A.7.1.11. Loss Payee
 - A.7.1.12. Bankruptcy and Insolvency
 - A.7.1.13. Deductibles
 - A.7.1.14. Reinstatement of Policy Limit
 - A.7.1.15. Claims / Payments “on account”
 - A.7.1.16. Claims Payment Currency
 - A.7.1.17. Seventy two hours Clause
 - A.7.1.18. Time limit
 - A.7.1.19. Disclaimer of liability
 - A.7.1.20. Subrogation

B. POLICY SECTIONS

B.1. SECTION I -ALL RISKS PHYSICAL LOSS OR DAMAGE – NON-MARINE PROPERTY

- B.1.1. Property Insured
- B.1.2. Insuring Clause
- B.1.3. Special Exclusions to Section I
- B.1.4. Excluded Property
- B.1.5. Special Conditions for Loss settlement under Section I
 - B.1.5.1. Cost of repair
 - B.1.5.2. Reinstatement Value Conditions
 - B.1.5.3. Constructive total loss
 - B.1.5.4. Unrepaired Damage
 - B.1.5.5. Limit of Liability
 - B.1.5.6. Deductible
- B.1.6. Additional Extensions to Section I
 - B.1.6.1. Archives/plans, documents & computer records
 - B.1.6.2. Deliberate Damage Clause
 - B.1.6.3. Increased costs of Construction and Demolition Clause
 - B.1.6.4. Civil Authority

B.2. SECTION II - ALL RISK MACHINERY INSURANCE

- B.2.1. Property Insured
- B.2.2. Insuring Clause
- B.2.3. Excluded Property
- B.2.4. Special Exclusions to Section II
- B.2.5. Testing and Commissioning Clause
- B.2.6. Special Conditions to Section II for Loss settlement
 - B.2.6.1. Partial Loss
 - B.2.6.2. Total Loss

B.2.6.3. Dismantle costs

B.2.6.4. Cost of alterations, additions, improvements, maintenance, revisions or overhauls

**B.3. SECTION III - BUSINESS INTERRUPTION OR SPECIFIED
STANDING CHARGES AND/OR INCREASED COST OF WORKING**

B.3.1. Definitions

B.3.2. Insuring Clause

B.3.3. Indemnification

B.3.4. Sum Insured

B.3.5. Period of Insurance

B.3.6. Indemnity period

B.3.7. Deposit and Return/adjustment of Premium

B.3.8. Time excess and monetary Deductible

B.3.9. Additional Exclusions for Business Interruption

B.3.10. Special Conditions pertaining to Claims notification and The Insured's special obligations following an occurrence of loss or damage

B.3.11. Conditions for Loss settlement under Section III

B.3.11.1. Loss of Gross Profit

B.3.11.2. Specified standing charges

B.3.11.3. Increased Cost of Working

B.3.11.4. Calculation of Rate of Gross Profit and Annual turnover

B.3.11.5. Payment of Indemnity

B.3.11.6 Under Insurance

B.3.12. Provisions to Section-III

- B.3.12.1. Current Cost Accounting Adjustment
- B.3.13. Special Conditions pertaining to Section III
 - B.3.13.1. Alternative Trading Clause
 - B.3.13.2. Uninsured Standing Charges Clause
 - B.3.13.3. Professional Accountants Clause
 - B.3.13.4. Aggravation Clause
- B.3.14. Additional Memoranda for Business Interruption
 - B.3.14.1. Overhauls
 - B.3.14.2. Departmental Clause
- B.3.15. Additional Extensions to Section III
 - B.3.15.1. Alternative Basis Clause
 - B.3.15.2. New Business Clause
 - B.3.15.3. Additional Increased Cost of Working
 - B.3.15.4. Prevention of Access
 - B.3.15.5. **Interdependency:**

INSURER / COMPANY
Mega Risks Policy of NHPC Hydro Power Stations

A. GENERAL

IN CONSIDERATION OF AND SUBJECT TO

NHPC LIMITED

(hereinafter called the Insuring Party) named in The Schedule hereto having paid to

XXXXXX INSURANCE CO. LTD

(hereinafter called The Insurer or Company)

the Premium mentioned in The Schedule, The Insurer agrees subject to the terms, definitions, warranties, exclusions, provisions and conditions contained or endorsed or otherwise expressed herein and covering the interest of The Insured in the property at the Premises described in The Schedule for the purpose of the business

THAT if any of the property or any part thereof used by The Insured at the Premises described in The Schedule for the purpose of the Business, is accidentally physically lost or destroyed or damaged during the Period of Insurance, the Business carried out by The Insured at the Premises be in consequences thereof interrupted or interfered with,

THEN THE INSURER WILL INDEMNIFY THE INSURED

in the manner and to the extent stated in the following Section(s) forming part of this Policy of Insurance:

INSURING AGREEMENTS: YES NO

Section I : All Risk Non -Marine Property ☐☐

Section II : All Risk Machinery Insurance ☐☐

Section III : All Risk Operational Business Interruption ☐☐

The insurance cover provided by this Policy of Insurance is only in respect of and subject to the wording of those Sections to which The Schedule and the table of Insuring Agreements has been completed and which have been signed and dated by The Insurer.

The Insuring Party acknowledges that it has ensured and shall continue to ensure that all parties named as insured in any Section of this Policy of Insurance disclose to it all information required to be provided to The Insurer and shall at all time comply with any obligations which are placed upon The Insured by any provision of this Policy of Insurance.

The due observance and fulfillment of the terms of this Policy of Insurance insofar as they relate to anything to be done or complied with by the Insuring Party and The Insured and the truth of the statements and answers given by or on behalf of The Insured in the Proposal as well as any statements in The Schedules to any Section of this Policy of Insurance shall be a condition precedent to any liability on the part of The Insurer.

No alteration of the terms of this Policy of Insurance which may be agreed as between the Insuring Party and The Insurer shall require the agreement or consent of any other party constituting The Insured under any section.

This Policy of Insurance shall be construed in accordance with the laws of

_____INDIA_____

The Language of Communication under this Policy of Insurance shall be : English

Policy issued at _____ dated ____ / ____ / 2025.

In witness whereof, the duly authorized agent of The Insurer signs this agreement on its behalf.

SIGNED for and on behalf of

Being the Issuing Office Duly Authorized By the Participating Insurers

A.1. DEFINITIONS APPLICABLE TO ALL SECTIONS

The terms listed below and used in this Policy of Insurance shall have the following meanings unless they are defined differently in any Section hereof or the context so requires.

Act of default	means a deliberate act regardless of whether the actual consequences of such an act were anticipated or not or a reckless failure to take the reasonably necessary precautions which a prudent insured would take to prevent loss or damage to the property insured or any deliberate act of material non-disclosure or breach of any warranty or condition of this Policy of Insurance.
Act(s) of God	means an occurrence due to natural causes, directly and exclusively without human intervention and which could not have been foreseen or if foreseen, could not have been resisted by any amount of human care or skill.
Actual Cash Value	means the cost which in the event of loss or damage to any item or part of the property insured would be necessary to replace it with one of the same age and capacity and similar make and quality, inclusive of all materials, wages, freight, customs, duties and dues.
Additional Insurance Cover	means any Additional Insurance Cover The Insured may decide to take out in any Section of this Policy of Insurance.
Consequential Loss	means any financial loss of any kind or description whatsoever, including penalties, loss of profit, loss of opportunity, losses due to delay, lack of performance or loss of contract.
Deductible	means the amount to be deducted from any payment otherwise to be made by The Insurer to The Insured.
The Insured	means all the parties named as The Insured in a Section of this Policy of Insurance and if the context so requires any one of them.
The Insurer (or Company)	means the party(ies) named as such in this Policy of Insurance. If there is more than one Insurer/Company, each Insurer/Company shall be separately liable only to indemnify The Insured for that proportion of any claim as set out in The Schedule at the end of this Policy of Insurance and the expression “The Insurer” is used for each Insurer/Company separately, unless a Lead Insurer has been agreed upon and entered expressly in The Schedule.
Insurer’s agent	means an individual, firm or company appointed by The Insurer to act on its behalf.
Insured Party(ies)	means the individual, firm, company, corporation or joint venture specified as an Insured in this Policy of Insurance.
Insuring Party	means the individual, firm, company, corporation, joint venture or combination of the above named as such in this Policy of Insurance that has entered into this Policy of Insurance on behalf of itself and any other party named as an insured in any Section in this Policy of Insurance.
Language of Communication	means the language in which communication between The Insured and The Insurer under this Policy of Insurance shall take place.
Malfunction	means the failure of a data processing system, software program or built-in microprocessor to function properly or the production of wrong results.

Material change in risk	means any change in the nature, exposure, location, execution and maintenance of the property insured that a reasonably prudent insurer would consider material to the acceptance of the risk under the terms and conditions of this Policy of Insurance.
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New Replacement Value	means the costs, which would be incurred to replace the property insured at the Premises with new items of similar kind and quality at any time during the Period of Insurance.
Period of Insurance	means the period during which cover is provided by this Policy of Insurance as specified in The Schedule.
Policy of Insurance	means the Proposal, the definitions, the conditions, the exclusions, The Schedule and the Sections of this Policy of Insurance.
Premises	means the location(s) of the property insured.
Premium	means the Premium payable under this Policy of Insurance calculated in accordance with its terms.
Premium Rate	if applicable, means the rate referred to as such in The Schedule agreed between the Insuring Party and The Insurer.
Property Insured	means the Property Insured as specified in The Schedule to this Policy of Insurance.
Proposal	if applicable, means the written information submitted to The Insurer by the Insuring Party seeking insurance cover under this Policy of Insurance.
Representatives	means the directors, officers or any other individuals that have the authority to exercise administrative or executive control over the execution of a contract or over an operation or business.
The Schedule	means The Schedule to the section(s) of this Policy of Insurance in which reference is made to it.
Section	means any Section of this Policy of Insurance including The Schedule thereto.
Sum(s) Insured	means the amount of insurance cover specified in The Schedule in respect of any particular item of Property Insured or interest insured or the total amount of insurance cover specified in The Schedule as the context may require.

A.2. POLICY OUTLINE

COVERAGE:

This Policy consists of coverages summarized in The Schedule and detailed in Section I, Section II, Section III, General Conditions, General Exclusions, Specific Conditions and Specific Exclusions, which form the Policy and are attached hereto. The following summary of the scope of cover is for information purposes only, without restricting or widening the cover described in the individual sections, any claim for completeness or assuming liability:

POLICY SECTIONS:

Section – I: All Risks of Physical Loss or Damage / Non -Marine Property (excluding Machinery Insurance)

All **non - marine** property of The Insured and/or held by them in trust and/or on commission and/or in joint account with others and/or for which they have an insurable interest in case of loss or damage covered under this Policy, whilst contained in The Insured's Premises as specified in The Schedule and in all other Premises of The Insured or whilst at contractor's Premises as specified in The Schedule.

Section – II: All Risks of Physical Loss or Damage / Machinery Insurance

All Machinery and Equipment including electrical or electronic machinery of The Insured's plants including spare parts with no specification being the property of The Insured and all machinery and equipment in which The Insured has an insurable interest in case of loss or damage covered under this Policy, whilst contained in The Insured's Premises and elsewhere as specified in The Schedule

Section – III: ALL RISK OPERATIONAL BUSINESS INTERRUPTION

To indemnify The Insured in respect of Loss of Gross Profits the loss actually sustained during the indemnity period resulting from a reduction in turnover including any increased cost of working due to an interruption of The Insured's business following loss or damage to any property and / or assets insured and recoverable under Section-I.

A.3. THE SCHEDULE

POLICY NUMBER:

The Insurer :

(If more than one Insurer, please enter names of such Insurance Companies in table below; in case a Lead Insurer has been agreed upon, this company is to be marked as such expressly)

Company Code	Name of the Company	Share (%)	Sum Insured (INR)	Premium (INR)

PERIOD OF INSURANCE:	1 (one) year with effect from 01.04.2025	Time: 00:00 Hrs
	on inception date:	01.04.2025
	until	Time: 24.00 Hrs
	on expiry date:	31.03.2026
INSURING PARTY:	<input type="checkbox"/> <input type="checkbox"/>	
	<input type="checkbox"/> <input type="checkbox"/>	
	<input type="checkbox"/> <input type="checkbox"/>	
OTHER NAMED INSURED(S)	<input type="checkbox"/> <input type="checkbox"/> All existing power stations of NHPC	
	All additions of power stations during the policy period	
	<input type="checkbox"/> <input type="checkbox"/>	

AND/OR MORTGAGE HOLDERS: (to be agreed in details)	<input type="checkbox"/> <input type="checkbox"/>
	<input type="checkbox"/> <input type="checkbox"/>
	<input type="checkbox"/> <input type="checkbox"/>
	<input type="checkbox"/> <input type="checkbox"/>
THE BUSINESS:	<input type="checkbox"/> <input type="checkbox"/>
THE PREMISES - Territorial Limits of Property:	<input type="checkbox"/> <input type="checkbox"/>
	<input type="checkbox"/> <input type="checkbox"/>
Geographical Limits for Inland Transit and Temporary Removal only	<input type="checkbox"/> <input type="checkbox"/>

A.3.1. Limits of Liability Unless specified differently, all amounts are stated in Currency [___]

Basic Cover		Sum Insured	Limit per occurrence
		Currency [___]	Currency [___] or [%]
Section I: All Risks Non Marine Property	<input type="checkbox"/> Buildings		
	<input type="checkbox"/> Stock, goods in process, finished goods, raw materials, supplies		
	<input type="checkbox"/> Other contents and other property		
	<input type="checkbox"/> Total Sum Insured Section I		
Section II: All Risk Machinery Insurance	<input type="checkbox"/> Mechanical Equipment		
	<input type="checkbox"/> Electrical and Electronic Equipment		
	<input type="checkbox"/> Other Equipment:		
	<input type="checkbox"/> Total Sum Insured Section II		

☐ If no limit is specified cover shall be granted up to the total Sum Insured ☐ If endorsed

Basic Cover		Sum Insured	Limit per occurrence
		Currency []	Currency [___] or [%]
Section III: All Risk Operational Business Interruption	<input type="checkbox"/> Option I: Gross Profit including increased cost of working -12 Months		
	Limit of Indemnity and Maximum Indemnity Period Limit(12 Months)	Limit of indemnity Currency [] Average Daily	Indemnity Period Limits (Months) Maximum
	<input type="checkbox"/> Interest Insured (Option I or II)	-	12 Months
	<input type="checkbox"/> Maximum demand charges <input type="checkbox"/>	-	
	<input type="checkbox"/> Additional expenditure <input type="checkbox"/>	-	
	<input type="checkbox"/> Earthquake, Volcanic Eruption and Tsunami <input type="checkbox"/>	-	
	<input type="checkbox"/> Decontamination <input type="checkbox"/>	-	

Other Limits		Combined Limit per Occurrence Currency [____]	Combined Limit in the Annual Aggregate Currency [____]
Acts of God	<input type="checkbox"/> Earthquake, volcanic eruption, tsunami <input type="checkbox"/>		
	<input type="checkbox"/> Hurricane, cyclone, typhoon <input type="checkbox"/>		
	<input type="checkbox"/> Flood, Inundation <input type="checkbox"/>		
Automatic Reinstatement of Policy Limit	<input type="checkbox"/> Maximum Loss amount		

☐ If no limit is specified cover shall be granted up to the total Sum Insured

Additional Insurance Covers		Limit per occurrence [%] Currency [____] or	Additional Sublimit?
General Additions for Sections I and II	<input type="checkbox"/> EXPEDITING EXPENSES INCL. AIRFREIGHT		
	<input type="checkbox"/> FEES OF ARCHITECTS, ENGINEERS AND OTHERS		
	<input type="checkbox"/> COST OF DEMOLITION AND/OR REMOVAL OF DEBRIS INCLUDING FOREIGN DEBRIS		
	<input type="checkbox"/> FOAM CONSUMPTION AND FIRE EXTINGUISHING EXPENSES		
	<input type="checkbox"/> CAPITAL ADDITIONS / NEWLY ACQUIRED PROPERTY / MINOR INTEREST <input type="checkbox"/> MAXIMUM ALLOWANCE DURING PERIOD OF INSURANCE <input type="checkbox"/> ADDITIONAL PREMIUM IF IN EXCESS OF		
	<input type="checkbox"/> DESIGNATION OF PROPERTY CLAUSE		
	<input type="checkbox"/> ORIGINAL EQUIPMENT MANUFACTURERS PARTS CLAUSE		
	<input type="checkbox"/> WAIVER OF CONTRIBUTION		
	<input type="checkbox"/> WAIVER OF SUBROGATION		
	<input type="checkbox"/> 72 HRS CLAUSE FOR NATURAL CALAMITY		
	<input type="checkbox"/> UNDERINSURANCE WAIVER		
	<input type="checkbox"/> REINSTATEMENT VALUE CLAUSE		

	<input type="checkbox"/> OMISSION TO INSURE ADDITIONS, ALTERATIONS OR EXTENSIONS		
	<input type="checkbox"/> CLAIMS PAYMENT 'ON ACCOUNT' CLAUSE		
	<input type="checkbox"/> IMMEDIATE REPAIR CLAUSE		
	<input type="checkbox"/> ESCALATION CLAUSE		
	<input type="checkbox"/> AGREED BANK CLAUSE		
	<input type="checkbox"/> INLAND TRANSIT		
	<input type="checkbox"/> TEMPORARY REMOVAL		
	<input type="checkbox"/> EXPENSES FOR LOSS MINIMISATION		
	<input type="checkbox"/> PROPERTY IN THE COURSE OF CONSTRUCTION / ERECTION: <input type="checkbox"/> MAXIMUM ESTIMATED CONTRACT VALUE <input type="checkbox"/> MAXIMUM CONTRACT PERIOD INCLUDING TESTING/COMMISSIONING		
	<input type="checkbox"/> PLANS, DOCUMENTS & COMPUTER RECORDS		
	ADDITIONAL CUSTOMS DUTY		
	<input type="checkbox"/> Startup and shutdown expenses		
	<input type="checkbox"/> Claim Preparation Cost		
	<input type="checkbox"/> Improvement/betterment		

Section I: All Risk Non Marine Property	<input type="checkbox"/> CIVIL AUTHORITY		
	<input type="checkbox"/> INCREASED COSTS OF CONSTRUCTION AND DEMOLITION CLAUSE		
	<input type="checkbox"/> ARCHIVES (REINSTATEMENT OF DATA)		
	<input type="checkbox"/> DELIBERATE DAMAGE CLAUSE		
Section III: All Risk Business Interruption	<input type="checkbox"/> PROFESSIONAL ACCOUNTANTS CLAUSE		
	<input type="checkbox"/> ALTERNATIVE BASIS CLAUSE		
	<input type="checkbox"/> NEW BUSINESS CLAUSE		
	<input type="checkbox"/> RETURN / ADJUSTMENT OF PREMIUM		
	<input type="checkbox"/> DEPARTMENTAL CLAUSE		
	<input type="checkbox"/> ADDITIONAL INCREASED COST OF WORKING		

	<input type="checkbox"/> Prevention of Excess		
	<input type="checkbox"/> Interdependency		

- ☐ A right to notification can only be derived for coverage for which the table has been duly completed.
- ☐ Unless the field “Additional Sublimit” is marked conspicuously (crossed out), the Sublimit agreed is considered to be part of the Total Sum Insured.

A.3.2. Deductibles

(Single highest Deductible to apply for each and every loss occurring under Sections I & II and separately for Section III).

Deductibles Basic Cover [e.e.l. / a.o.o. / a.o.e]		% of VAR1	% of Claim	Minimum Deductible Currency []
Section I: All Risk Non Marine Property	<input type="checkbox"/> Basic Deductible			
	<input type="checkbox"/> Other: _____			
	<input type="checkbox"/> Other: _____			
	<input type="checkbox"/> Other: _____			
Section II: All Risk Machinery Insurance	<input type="checkbox"/> Mechanical Equipment			
	<input type="checkbox"/> Electrical and electronic Equipment			
	<input type="checkbox"/> Other: _____			
	<input type="checkbox"/> Other: _____			
	<input type="checkbox"/> Other: _____			
Acts of God	<input type="checkbox"/> Earthquake, volcanic eruption, tsunami			
	<input type="checkbox"/> Hurricane, cyclone, typhoon			
	<input type="checkbox"/> Flood, Inundation			

¹ VAR: Value at Risk : Sum Insured per Location

Sum Insured per Production Unit

Total Sum Insured

Basic Cover	Time Excess [Working Days]	Monetary Deductible % of claim, min. dd Currency
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[] or ADV			
Section III: All Risk Operational Business Interruption	<input type="checkbox"/> Interest Insured (Option I or II) following loss or damage as per Section I (BI)		
	<input type="checkbox"/> Interest Insured (Option I or II) following loss or damage as per Section II (MLoP)		
	<input type="checkbox"/> Maximum demand charges		
	<input type="checkbox"/> Additional expenditure		
	<input type="checkbox"/> Decontamination		
	<input type="checkbox"/> Other		

☐ If endorsed

Separate Deductible for add-on covers operating in isolation: 5% of claim amount subject to minimum of Rs.25 lacs

A.3.3. Premiums, Deposit Premiums and Premium Rates:

	Premium Rate applicable on Sum Insured [%o]	(Deposit) Premium Currency [___]
Section I: All Risks Non Marine Property		
Section II: All Risk Machinery Insurance		
Section III: All Risk Operational Business Interruption		
Acts of God		
Total Premium excl. GST		
Add.: % GST		
Total Premium incl. GST		

A.4. GENERAL CONDITIONS (APPLICABLE TO ALL SECTIONS)

A.4.1. Several Liability Notice

The Insurer(s) is(are) the company or companies named in The Schedule; if there is more than one company, each company shall be separately liable only to indemnify The Insured for that proportion of any claim as set out in The Schedule of this Policy of Insurance.

A.4.2. Policy Interpretation, Rights and Obligations

A.4.2.1. Identification

This Policy of Insurance and The Schedule (which forms an integral part of this Policy) shall form the entire agreement between The Insurer and the Insuring Party and any party claiming as an insured and shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of The Schedule shall bear such specific meanings wherever they shall appear.

This Policy of Insurance supersedes and replaces all prior communications, representations, warranties, undertakings and agreements between the parties whether oral or written.

A.4.2.2. Order of Precedence

It is understood and agreed that all printed clauses referred to herein apply insofar as they do not conflict with the typewritten wording of this Policy, the typewritten wording of this Policy taking precedence and the typewritten wordings / handwritten wordings, if any, shall be paramount.

A.4.2.3. Captions, Headings and Language

It is hereby understood and agreed that the captions and headings of the clauses are inserted herein for reference purposes only and are not part of the clauses to which they refer, the language of this Policy is deemed to be that of Insurers, i.e. English.

A.4.2.4. Assignment

Assignment or transfer of this Policy shall not be valid without the written consent of The Insurer.

A.4.2.5. Designation of Property Clause

For the purpose of determining, where necessary, the item under which any property is insured, The Insurer agrees to accept the designation under which the property has been entered in The Insured's books

A.4.2.6. Additional Insured (to be named in The Schedule)

It is understood and agreed that any individual, firm, corporation and/or its joint ventures, for whom or with whom The Insured may be operating is hereby named as additional Insured in The Schedule when required by contract, or as required. It is further understood and agreed that in the event there is any violation of the terms and conditions of this insurance by one Insured, it shall not affect the rights of other Insureds; including interest of mortgagees and notice of assignment in respect thereof.

A.4.2.7. Multiple Insured Clause

If in any Section The Insured comprises of more than one party each operating as a separate and distinct entity, this Policy of Insurance shall, unless otherwise provided for in this Policy of Insurance, apply as if a separate policy had been issued to each of these parties provided always that The Insurer's overall liability towards the parties that constitute The Insured in any Section shall not exceed the Sum Insured and any limits of indemnity specified in The Schedule to that section.

Any payment made by The Insurer to any Insured Party as a result of an occurrence of loss or damage shall reduce, by the amount of that payment, The Insurer's liability towards all Insured Parties that constitute The Insured arising from that occurrence under this Policy of Insurance.

A.4.2.8. Information rights of The Insurer and Confidentiality Agreement

The Insurer shall be permitted but not obligated to inspect The Insured's property and operations at any reasonable time, and The Insured shall provide The Insurer with all relevant details and information. Neither the right to make inspections nor the making thereof nor any advice or report resulting therefrom shall constitute an undertaking on behalf or for the benefit

of The Insured or others to determine or warrant that such property or operations are safe and healthy or are in compliance with a law, rule or regulation. The Insurer will maintain confidential any information obtained under this Policy and not use such information except for the purposes of the Policy.

A.4.2.9. Premium payment

The required cover for which Premium was sought shall not be available to The Insured until such date that the Premium is paid by the Insuring Party and it is understood that payment of the Premium is a condition precedent to The Insurer's liability towards any Insured Party under any Section of this Policy of Insurance. Cover as agreed under this Policy would incept from the date of payment of the required Premium. The Insurer shall not be liable to indemnify The Insured or any Insured Party in respect of any occurrence happening prior to receipt of the Premium.

A.4.2.10. Sum Insured

It is a requirement of this Policy of Insurance that the sum(s) insured specified in The Schedule in respect of the Property Insured shall not be less than the New Replacement Value of such property.

A.4.2.11. Cancellation

This policy may be terminated at any time at the written request of the Insuring Party with twenty one days notice.

The Insurer may cancel this Policy by giving The Insuring Party not less than 60 days prior written notice.

In either case, pro-rata daily return of Premium shall be payable to The Insuring Party for the unexpired period from the date of termination.

A.4.2.12. Expiration

If this policy should expire or be cancelled while an insured event affecting the Property Insured is in progress, it is understood and agreed that Insurers, subject to all other terms and conditions of this Policy, are responsible as if the entire loss had occurred prior to the expiration of this insurance.

A.4.2.13. Fraud and forfeiture

If an Insured Party makes any claim that is fraudulent or any false declaration or statement in support thereof, this Policy of Insurance between The Insurer and The Insured Party making such a claim shall become void and The Insurer shall not be liable to make any payment hereunder to that party.

For the avoidance of doubt, the Insuring Party shall not be entitled to any return of Premium in the event that the Policy of Insurance is treated as void.

A.4.2.14. Misdescription

If there be any material misdescription by The Insured or any one acting on his behalf of any of the property hereby insured, or of any place in which such property is contained, or of the business or Premises to which this insurance refers or any misrepresentation as to any fact material to be known for estimating the risk or any omission to state such fact, The Insurer shall not be liable under this Policy for the property affected by any such misdescription, misrepresentation or omission.

A.4.2.15. Non-Disclosure

It is also understood and agreed that this Policy shall be voidable in case of non-disclosure of material facts of The Insured.

A.4.2.16. Act of default (Breach of Conditions)

In the event of an Act of default being committed by an Insured Party or its Representatives The Insurer shall not be liable to pay any amount to the Insured Party under this Policy of Insurance.

An Act of default committed by one Insured Party or its Representatives shall not prejudice the entitlement to indemnity of any other Insured Party that has not itself (and whose Representatives have not) committed an Act of default.

In the event of The Insurer refusing to indemnify an Insured Party as a result of any Act of default no other Insured Party shall be entitled to indemnity in respect of the same loss or damage by assuming the rights or obligations of the Insured Party whose claim for indemnity The Insurer has refused or is entitled to refuse.

In the event of an Act of default The Insurer shall be entitled to claim from the Insured Party any loss or damage it may have suffered including, without limitation, any sums it may have paid to any other Insured Party as a result of any loss or damage caused or contributed to by the Insured Party or its Representatives committing an Act of default.

A.4.2.17. Material Change

As soon as is reasonably possible, any party named as the insured in any Section of this Policy of Insurance shall notify the Insuring Party of any Material change in risk of which it is aware or ought reasonably to be aware and shall take or cause to be taken at its own expense any additional precautions that may be necessary to prevent loss or damage occurring to the Property Insured as a result of such Material change in risk.

The Insuring Party shall immediately notify The Insurer in writing upon receipt of any notice from the insured.

The Insurer shall not be liable for any loss of or damage to Property Insured which would not have resulted had there not been a Material change in risk unless The Insurer has agreed to the Material change in risk in which case the scope of cover and Premium shall, if necessary, be adjusted by The Insurer to reflect the Material change in risk.

A.4.2.18. Reasonable precautions

The Insured shall take at his own expense all reasonable precautions, maintain the property in a proper state of repair and comply with all reasonable recommendations made by The Insurer, to prevent loss of or damage to the Property Insured or any liability arising under this Policy of Insurance and comply with all relevant statutory requirements.

A.4.2.19. Agreed Bank Clause

It is hereby declared and agreed:-

- a) That upon any monies becoming payable under this Policy, the same shall be paid by the Insurer to the Bank, except as provided in Insurance Policy Endorsement ---, and such part of any monies so paid as may relate to the interests of other parties insured hereunder shall be received by the Bank as Agents for such other parties.
- b) That the receipts of the Bank shall be complete discharge of the Insurer therefor and shall be binding on all parties insured hereunder.

N.B: The Bank shall mean the first named Financial Institution/Bank named in the Policy.

- c) That if and whenever any notice shall be required to be given or other communication shall be required to be made by the Insurer to the Insured or any of them in any matter arising under or in connection with this Policy, such notice or other communication shall be deemed to have been sufficiently given or made if given or made to the Bank.
- d) That any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the Insurer and the Insured or any of them arising under or in connection with this Policy if made by the Bank shall be valid and binding on all parties insured hereunder but not so as to impair the rights of the Bank to recover the full amount of any claim it may have on other parties insured hereunder.
- e) That this insurance so far only as it relates to the interest of the Bank therein shall not cease to attach to any of the insured property by reason of the operation of General Condition (3) of Policy except where a breach of the condition has been committed by the Bank or its duly authorised agents or servants and this insurance shall not be invalidated by any act or omission on the part of any other party insured whereby the risk is increased or by anything being done to upon or in any building hereby insured or any building in which the goods insured under the Policy are stored without the knowledge of the Bank provided always that the Bank shall notify the Insurer of any change of ownership or alteration or increase of hazards not permitted by this insurance as soon as the same shall come to its knowledge and shall on demand pay to the Insurer the necessary additional premium from the time when such increase of risk first took place
- f) It is further agreed that whenever the Insurer shall pay the Bank any sum in respect of loss or damage under this Policy and shall claim that as to the Mortgagor or Owner no liability there for existed, the Insurer shall become legally subrogated to all the rights of the Bank to the extent of such payment but not so as to impair the right of the Bank to recover the full amount of any claim it may have on such Mortgagor or Owner or any other party or parties insured hereunder or from any securities or funds available.

A.4.2.20. Preventive Maintenance

It is a condition of this Policy that the Insured takes all reasonable steps to inspect and maintain the Property Insured. Any plant, machinery or equipment forming the Property Insured shall be inspected and maintained in accordance with the recommendations of the suppliers or manufacturers of such plant, machinery or equipment. Such inspection and maintenance shall include safety checks, preventive inspection and maintenance, rectification of loss or damage or faults arising from normal operation or wear and tear as well as from ageing, and shall also include the repair or preventive replacement of components modules or parts. The Insured shall fully observe the government and all other binding regulations in force concerning the working of the Property Insured and shall see to it that the machinery is under the supervision of competent personnel.

A.4.2.21. Clarification Agreement

Property damage covered under this Agreement shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Agreement:

- (1) Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered.
- (2) Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

A.4.2.22 SETTLEMENT OF DISPUTES:

In case any dispute arises in respect of the claim amount assessed due to interpretational issue regarding any clause or otherwise, the Insured shall have the right to challenge the same in terms of clause for Settlement of Disputes. However, the Insurer shall be liable to pay undisputed portion of the claim so assessed on acceptance of the same by the Insured under protest.

The Settlement of Disputes shall be dealt as per Clause No. 21 of 'Condition of Policy' (Section-IV).

A.4.2.23. Governing law and jurisdiction

This Policy shall be construed according to INDIAN laws and The Insurers undertake to submit to the jurisdiction of INDIAN Courts in respect of any matter relating to or arising out of this Policy but nothing herein contained shall be held to detract from the force of the arbitration clause above.

A.4.2.24. TAXES AND DUTIES

1.1 Taxes, duties, , GST and other impositions as may be levied under the Applicable Law & regulations including those assessed on the client, the amount of which is applicable as on 28 days prior to last date of submission of bid is deemed to have been included in the Contract Price. However, change in rates of existing tax or levy of New Tax applicable on service of this contract announced after 28 days prior to last date of submission of bid, shall be paid/ adjusted/ reimbursed by the Client in addition to contract price. The Client will reimburse the same to the Insurer on production of satisfactory proof of payment/ other documentary evidence, if any.

Changes in the advance tax rates of GST (on Service) payable to appropriate authorities will not be subject to adjustment.

1.2 The Contract unit rates shall be after taking into account the Input Tax Credit (ITC) and other benefits.

1.3 TDS wherever statutorily required under any Tax Act/ Rule shall be deducted and deposited and necessary certificate will be provided by the Employer.

1.4 Invoices and other documents submitted by Insurer/ bidder for payment under Interim Payment Certificate/ Final Payment Certificate, or any other payment under the contract shall be in accordance with the GST Law.

1.5 The Insurer shall furnish a certificate along with Interim Payment Certificate/ Final Payment

Certificate that GST payable by him has been deposited/ will be deposited to the Govt. Treasury.

A.5. GENERAL EXCLUSIONS (APPLICABLE TO ALL SECTIONS)

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

A.5.1. Political Risks Exclusion

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- (a) war (whether declared or not), invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion,

revolution, insurrection, mutiny, conspiracy, military or usurped power, confiscation, nationalization, commandeering, requisition or destruction or damage by or under the order of any government de jure or de facto or by any public or local authority, civil commotion assuming the proportions of or amounting to an uprising,; or

- (b) any act of terrorism.

For the purpose of this clause 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 organization(s) or government(s), committed for political, religious, ideological, or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any Section of the public, in fear.

This clause 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 any way relating to (1) and/or (2) above.

If The Insurer alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Insured

A.5.2. Radioactive Contamination

Nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed aggravated by the peril(s) insured hereunder, including the following:

- (a) ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from combustion of nuclear fuel
- (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- (c) any weapon of war, missile or like employing atomic or nuclear fission and /or fusion or other like reaction or radioactive force or matter
- (d) nuclear reaction, nuclear radiation or radioactive contamination

A.5.3. Act of default

Any act of default committed by the insured or its representatives.

A.5.4. Deductibles/ Retained Liability

The amounts stated in The Schedule as being the Deductibles, Time Excess or otherwise Insured's Retained Liability.

A.5.5. SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)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 (re)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 United States of America.

A.6. ADDITIONAL EXTENSIONS TO SECTIONS I AND II

If specified in The Schedule, the following Additional Insurance Cover will be provided subject to the terms contained herein:

A.6.1. Escalation Clause

In consideration of the payment of an additional premium on the under noted items(s) the Sum(s) Insured thereby shall, during the period of insurance, be increased each day by an amount representing 1/365th of the specified percentage increase per annum.

Item Number	Specified percentage increase per annum
All properties except stock	10%

Unless specifically agreed to the contrary the provisions of this clause shall only apply to the sums insured in force at the commencement of each period of insurance.

At each renewal date the insured shall notify the Insurers:-

1. the sums to be insured under each item above, but in the absence of such instructions the Sums Insured by the above items shall be those stated on the policy (as amended by any endorsement effective prior to the aforesaid renewal date) to which shall be added the increases which have accrued under this Clause during the period of insurance upto that renewal date, and
2. the specified percentage increase(s) required for the forthcoming period of insurance, but in the absence of instructions to the contrary prior to renewal date the existing percentage increase shall apply for the period of insurance from renewal.

All the conditions of the policy in so far as they may be hereby expressly varied shall apply as if they had been incorporated herein.

A.6.2. Expediting expenses

The Insurer shall indemnify the insured up to the limit of indemnity specified in The Schedule in respect of reasonable extra costs for overtime, night-work, work on public holidays, express freight (including airfreight) incurred to rectify loss of or damage to Property Insured.

A.6.3. Fees of Architects, Engineers and Others

The Indemnity hereunder shall include fees of Architects, Engineers, Surveyors,

Consulting Engineers, Legal and other Consultants reasonably and necessarily incurred for the purpose of replacement and/or reinstatement and/or any other insured undertaking consequent upon an occurrence hereby insured but not for preparing claims.

The amount payable for such fees shall not exceed those authorized under the scales of the respective institutions or bodies regulating such charges or the limit of indemnity specified in The Schedule, whichever is the lower.

A.6.4. Cost of Demolition and/or Removal of Debris including Foreign Debris

This Policy insures the cost of demolition and/or removal of debris **including Foreign Debris** and/or any other expenses necessarily incurred in connection with site clearing operations and/or salvaging including damage caused by such operations, dismantling, shoring up, propping, in the event of circumstances giving rise to indemnifiable loss or damage by any of the perils insured under this Policy and limited for each and every loss as per the sublimit shown in The Schedule.

A.6.5. Foam consumption and fire extinguishing expenses

Except as otherwise excluded herein Insurers shall be liable for the reasonable cost of foam solution or other fire extinguishing materials lost, expended, damaged or destroyed, together with other reasonable costs incurred in fighting fire on the Property Insured hereunder, charges incurred in respect of Fire Fighting or Watchmen Services attendants at the scene of any fire and/or other events requiring their services in the event of circumstances giving rise to indemnifiable loss or damage by any of the perils insured under this Policy subject to a sublimit per loss as per schedule.

No Deductible shall apply in respect of such expenses.

A.6.6. Capital additions / Newly Acquired Property / Minor Interest

The Insurer shall indemnify the insured in respect of loss of or damage to:

- (a) any buildings, machinery and other equipment acquired or operated by or held in the care, custody or control of the insured after the inception of this Policy of Insurance and not included in The Schedule;
- (b) any additions or extensions to Property Insured which have been carried out after the inception of this Policy of Insurance collectively referred to as “capital additions”.
- (c) Any increase in the New Replacement Value as a result of such capital additions shall not exceed the percentage/amount of the total Sum Insured specified in The Schedule.

In case of the capital additions exceeding the limit specified in The Schedule, The Insurer may require the payment of additional Premium.

A.6.7. Inland Transit

This Insurance covers The Insured's property excluding Stock, Finished Goods and Raw Materials against the perils covered under this Policy whilst in transit by road, rail or inland waterway within the Geographical limits specified in The Schedule, which is being temporarily removed for cleaning, renovation, repair or maintenance and in as much as it is not indemnifiable under a more specific Policy and limited for each and every loss as per sublimit shown in The Schedule.

A.6.8. Temporary Removal

This Insurance covers The Insured's property excluding Stock, Finished Goods and Raw Materials against the perils covered under this Policy whilst temporarily removed for cleaning, renovation, repair and other similar purposes, within the Geographical limits specified in The Schedule.

The amount recoverable under this Extension shall not exceed the amount which would have been recoverable had the destruction or damage occurred in that part of the Premises from which the Property is temporarily removed and in no case the sublimit shown in The Schedule.

The Extension does not apply to Property, if and so far as it is otherwise insured, nor to Property held by the Insured in trust, other than machinery and plant.

A.6.9. Expenses for Loss Minimization

This Policy includes expenses for loss minimization necessarily incurred by the Insured to prevent any aggravation of an Insured Loss following a loss or damage at any Insured's Premises specified in The Schedule, including moving / shifting of property if this contributes to loss minimization, subject to a limit per loss as per schedule.

A.6.10. Immediate Relief Clause

It is agreed that in case of loss the Insured, if they so elect, may immediately begin repairs or reconstruction but such work shall at all times be open to supervision by the Insurer and in case of dispute as to the cost of repair and/or reconstruction the loss shall be settled in accordance with the terms of this Policy, the sole object of this Condition being not to deprive the Insured from the use of operating properties which may be necessary to their Business. Evidence of loss to be photographed and if any damaged item are replaced then same to be preserved for inspection by Surveyor

A.6.11. Omission to Insure Additions, Alterations or Extensions

The Insurance by this Policy extends to cover Buildings and/or Machinery, Plant and other Contents which the Insured may erect or acquire or for which they may become responsible:

- a) at the within described premises

The liability under this Extension shall not exceed Rs 300,000,000 in aggregate.

The Insured shall notify the Insurer of each additional insurance as soon as it shall come to their knowledge and shall pay the appropriate additional premium thereon from the date of inception.

Following the advice of any additional insurance as aforesaid, cover by this extension shall be fully reinstated.

No liability shall attach to the insurers in respect of any Building, Machinery, Plant or other Contents while such property is otherwise insured.

N.B.:

- i. An additional premium on the Sum Insured on Buildings and/or Machinery, Plant and other Contents as stated in the above clause should be collected in advance.
- ii. All new additions to Buildings and/or Machinery and Plant not specifically insured/ included during the currency of the Policy should be declared at the end of the year and suitable additional premium paid on pro-rata basis from the date of completion of the construction/erection of additions subject to adjustment against the advance premium collected as stated in N.B. 1 above.
- iii. If the Insured fails to declare the value of such additions within 30 days after the expiry of the Policy there shall be no refund of the advance premium collected.

'Other Contents' in the above clause shall mean 'Furniture and Fittings ' and does not include 'Stocks'.

A.6.12. Property in the course of construction / erection

The Insurer agrees subject to the terms, definitions, warranties, exclusions, limits provisions and conditions of this Policy as a whole and the respective Sections applicable for the property in question to provide automatic coverage during the Period of Insurance for property in the course of construction / erection including up to 4 weeks testing and commissioning subject to the inclusion of the appropriate values at risk for Premium adjustment purposes and subject to a maximum estimated contract value and a maximum contract period including testing/commissioning as per Schedule and additional Premium to be agreed. At the option of the Insured the interest of contractors and/or sub-contractors is hereby assumed for work being performed on site for the Insured including temporary structures, tools, equipment and materials incidental to such work as specified in The Schedule.

With regards to property in course of construction, such as buildings, foundations and structures, the following additional exclusions shall apply:

- loss or damage due to faulty design;
- the cost of replacement, repair or rectification of defective material and/or workmanship, but this exclusion shall be limited to the items immediately

affected and shall not be deemed to exclude loss of or damage to correctly executed items resulting from an accident due to such defective material and/or workmanship;

With regards to erection of mechanical, electrical or electronic machinery, installations or equipment in course of erection the following additional exclusions shall apply:

-loss or damage due to faulty design, defective material or casting, bad workmanship other than faults in erection

Any Consequential Loss of any kind or description whatsoever including but not limited to penalties, losses due to delay, lack of performance, loss of contract or Business Interruption - is excluded absolutely.

A.6.13. Addition 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, 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 Rs 100,000,000/- during the policy period.

The indemnity for such additional customs duty will stand reduced after occurrence of the claim unless reinstated by payment of an additional premium prescribed by the company.

A.6.14 PLANS DOCUMENTS & COMPUTER RECORDS

At The Insured's option, indemnity hereunder shall include reasonable costs incurred in the reconstruction of archives, record account documents, plans, computer programmes and data, subject to back up copies / records being kept in a safe and secure place up to the limit of indemnity specified in The Schedule.

The Insurers shall, however, not be liable for any costs arising from false programming, punching, labelling or inserting, inadvertent cancelling of information or discarding of data media, and from loss of information caused by magnetic fields.

A.6.15 Shut Down/Start up expenses

It is hereby agreed and declared that this policy extends to cover Shut Down and startup costs necessarily and reasonable incurred by the insured consequent upon a loss or damage covered by this policy

A.6.16 Claim Preparation Cost (Applicable to Section-I, II & III)

Subject to the Sub-Limit of Liability as stated in the schedule of professional fees and claims preparation Costs, the insurance policy under this item shall cover:

- a) Such professional fees as may be payable by the Insured;
- b) Such other expenses incurred by the Insured and not otherwise recoverable, for preparation, providing and/or verification of claims made by the Insured under this policy.
- c) The cost of arbitration if incurred and such reasonable professional fees and other reasonable expenses related thereto.

For the purpose of this Clause such reasonable professional fees shall include but not be limited to fees for financial advisors, accountants, loss adjusters, insurance intermediary, business interruption claims advocates and preparers and valuers appointed by the Insured.

The Company's maximum liability under this Clause shall not exceed INR 1.00 crores in aggregate.

A.6.17. : Improvement/betterment:

Notwithstanding Condition of Reinstatement, In the event that new Property Insured of like kind and quality is not obtainable Property Insured which is as similar as possible to that which has sustained Damage and which is capable of performing the same function shall be deemed to be new Property Insured of like kind and quality and in no event shall this be considered as a betterment to the Insured.

In the event of replacement with new Property Insured the Insurer will pay the cost of purchasing and installing technologically current Property Insured which is necessitated by incompatibility between new Property Insured installed to replace Property Insured which has sustained Damage and existing Property Insured which has not incurred Damage at the same or an interdependent location.

Provided always that:

1. Damage was directly caused to the Property Insured
2. The Insurer shall be liable only for the amount sufficient to enable the Insured to resume Operations in substantially the same manner as before the Damage
3. The Insurer shall be liable for only the difference between
 - a. the highest sales value of the existing Property Insured which has not incurred Damage at the same or interdependent location and
 - b. The installed cost of the technologically current Property Insured

The liability of the insurer shall not exceed the limit stated in the Schedule.

A.7. OCCURRENCE OF A LOSS, CLAIMS AND INDEMNIFICATION PROVISIONS

A.7.1. Conditions for Loss settlement under Section I or II

A.7.1.1. Claims and loss notification

In the event of loss and/or damage, claim or suit, which may reasonably give rise to a claim under this Policy of Insurance, the Insured shall:

- a) give to The Insurer as soon as practicable, but not later than 30 days after the occurrence of the event written notice containing particulars sufficient to identify the loss and/or damage, claim or suit and also reasonably obtainable information with respect to the time, place and circumstances thereof as well as nature and extent of the loss or damage, and the names and addresses of available witnesses.
- b) take such measures as may be reasonable for the purpose of averting or minimising such loss or damage
- c) ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised; if claim is made or suit is brought against the Insured, the Insured shall at the earliest practicable advise The Insurer of every demand, notice, summons or other process received by him or his representative.
- d) co-operate with The Insurer, and, upon The Insurer's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organisation who may be liable to the Insured because of property damage with respect to which insurance is afforded under this Policy, and the Insured shall attend hearings, and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.
- e) The Insured shall not, except at his own cost, voluntarily make any payment, assume any obligation, or incur any expenses. Notwithstanding the foregoing this clause shall not override the provisions of the Subrogation Clause.
- f) do and concur in doing and permit to be done all such things as may be practicable to establish the cause and extent of the loss or damage
- g) preserve all parts affected and make them available for inspection by The Insurer as long as The Insurer may require
- h) furnish any information and documentary evidence that The Insurer may require together with, if required, a statutory declaration of the truth of the claim
- i) inform the police authorities of loss or damage due to major fire, theft or burglary or actions by any malicious person and render all reasonable assistance to the police authorities

A.7.1.2. Claims Provisions

If The Insured or anyone acting on his behalf hinders or obstructs The Insurer in any way or does not comply with any reasonable recommendations The Insurer may make following the notification of any loss or damage, all benefits claimed under any Section of this policy shall be forfeited.

The Insurer shall reimburse The Insured for any charges properly and reasonably incurred in pursuance of its duties in relation to clause (b) and (c) above in addition to any loss recoverable under any Section of this Policy.

The Insurer shall not be liable for loss or damage of which he has not received notification within 30 days of its occurrence.

A.7.1.3. Rights of The Insurer in case of a loss

On the happening of any loss or damage to any of the Property Insured under this Policy The Insurer may

- (a) enter and take and keep possession of the building or Premises where the loss or damage has happened
- (b) take possession of or require to be delivered to it any property of The Insured in the buildings or on the Premises at the time of the loss or damage
- (c) keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same
- (d) sell any such property or dispose of the same for account of whom it may concern. The powers conferred by this Condition can be exercised by The Insurer at any time until notice in writing is given by The Insured that he makes no claim under this Policy or, if any claim is made, until such claim is finally determined or withdrawn, and The Insurer shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to The Insured or diminish its rights to rely upon any of the Conditions of this Policy in answer to any claim.

If The Insured or any person acting on his behalf shall not comply with the requirements of The Insurer, or shall hinder or obstruct The Insurer in the exercise of its powers hereunder, all benefit under this Policy shall be forfeited. The Insured shall not in any case be entitled to abandon any property to The Insurer whether taken possession of by The Insurer or not.

A.7.1.4. Repair of Minor Damage

Upon notifying The Insurer The Insured may repair any minor damage or replace any parts of the Property Insured that have sustained minor damage. In all other cases The Insurer's Agent shall be given the opportunity to inspect the loss or damage before any repairs are effected and if The Insurer's Agent does not carry out the inspection within a period of time which could be considered reasonable under the circumstances, The Insured shall be entitled to proceed with the repair or replacement.

A.7.1.5. Original Equipment Manufacturer Parts

It is further noted and agreed that in the event of accidental physical loss or damage to the Property Insured hereunder The Insured, at sole discretion, shall have the option to accept repair or replacement terms as offered by the Original Equipment Manufacturer (OEM) regardless of any other terms offered from other suppliers, manufacturers or fabricators. Provided always that the difference between the OEM quote and the lowest quote does not exceed 25% of the lowest quote and quotes are based on same technological specifications.

A.7.1.6. Obsolete Spare Parts

In the event of spares currently insured hereunder and represented within the total Sum Insured under the Policy of Insurance becoming obsolete following an indemnifiable loss to the unit and/or units to which they belong such spare parts shall also be deemed a constructive total loss provided always that such parts cannot be used as spares for any other units within the Premises of The Insured. Insurers retain salvage rights over such parts.

A.7.1.7. Salvage

The salvage of any insured property on the occurrence of any loss or damage herein shall accrue to The Insurer (subject to indemnification of The Insured in full). The Insurer shall have the right to take possession of such salvage.

A.7.1.8. Brands and trademarks

In case of loss or damage to property bearing a brand or trademark, or the name of The Insured, which in any way carries or implies the guarantee or the responsibility of the manufacturer or The Insured, the salvage value of such damaged property shall be determined after removal in the customary manner of all such brands or trademarks or other identifying characteristics.

The Insured shall have full right to the possession of all goods involved in any loss under this policy and retain control of all damaged goods. The Insured, exercising reasonable discretion, shall be the sole judge as to whether the goods involved in any loss under this Policy are fit for consumption and no goods so deemed by The Insured to be unfit for consumption shall be sold or otherwise disposed of except by The Insured or with The Insured's consent but The Insured shall allow Insurers any salvage obtained by The Insured on sale or other disposition of such goods.

A.7.1.9. Underinsurance

If the property hereby insured shall, at the commencement of any damage, be collectively of greater value than the Sum Insured thereon, then The Insured shall be considered as being his own insurer for the difference, and shall bear the rateable proportion of the loss accordingly. Salvage is to be considered in the same proportion. Every item, if more than one, of the policy shall be separately subject to this condition.

However, Underinsurance on each item of the schedule will be ignored if it does not exceed 20% thereof.

A.7.1.10. Contribution

If at the time of any loss or damage occurrence to any property hereby insured, there be any other subsisting insurance or insurances whether effected by The Insured or by any other person or persons, covering either such loss or any part of it or the same property The Insurer shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.

A.7.1.11. Loss Payee

Loss is payable to The Insured or as directed by The Insured, which shall include such party who has an insured interest in the subject matter insured at the time of loss or damage.

A.7.1.12. Bankruptcy and Insolvency

In the event of bankruptcy or insolvency of The Insured or any entity comprising The Insured, The Insurer shall not be relieved thereby of the payment of any claims hereunder because of such bankruptcy or insolvency, except under Section III (All Risk Operational Business Interruption).

A.7.1.13. Deductibles

This policy does not cover the amounts of the Deductibles stated in The Schedule in respect of each and every loss as ascertained after the application of all other terms and conditions of the policy including any underinsurance.

Warranted that The Insured shall not effect insurance in respect of the amounts of the Deductibles stated in The Schedule.

A.7.1.14. Reinstatement of Policy Limit

At all times during the Period of Insurance of this Policy, the insurance cover will be maintained to the full extent of the respective Sum Insured. The sum insured shall be automatically reinstated following a loss, at no additional premium.

A.7.1.15. Claims / Payments “on account”

All claims to be paid to The Insured within reasonable time after receipt of satisfactory documentation and the determination of the Quantity of the loss presented by the loss adjuster(s) and agreed by The Insurer.

In the event of indemnifiable loss or damage, payment “on account” will be made by The Insurer as early as possible on request if this is approved by The Insurer and where the liability of The Insurer has been established in a preliminary loss report and accepted by The Insurer.

A.7.1.16. Claims Payment Currency

Claim payments shall be made in the same currency as Premium received by The Insurer. If exchange rates are to be applicable, the exchange rate will be the one specified in the London Financial Times for the date of Premium received by The Insurer.

A.7.1.17. Seventy two hours Clause

A.7.1.17.1. Windstorm

Insurers shall not be liable for any loss occurring before the effective date and time of the Policy nor for any loss commencing after the expiration date and time of this Policy. However, The Insurer will be liable for any losses occurring for a period of up to maximum seventy-two (72) hours after the expiration of this Policy, provided that the first windstorm damage occurs prior to the date and time of the expiration of this Policy.

Each loss by windstorm shall constitute a single claim hereunder; provided, if more than one windstorm shall occur within any period of seventy two (72) hours during the term of this Policy such windstorm shall be deemed to be a single windstorm within the meaning thereof.

Official recognised Authority (or as agreed between The Insurer and The Insured) will elect the moment from which each of the aforesaid periods of seventy two (72) hours shall be deemed to have commenced but no two such seventy two (72) hour periods shall overlap.

A.7.1.17.2. Earthquake

Insurers shall not be liable for any loss caused by an earthquake occurring before the effective date and time of this policy nor for any loss commencing after the expiration date and time of this policy. However, The Insurer will be liable for any losses occurring for a period of up to maximum seventy-two (72) hours after the expiration of this Policy, provided that the earthquake damage occurs prior to the date and time of the expiration of this Policy.

Any and all losses caused by earthquake shall constitute a single loss hereunder provided that more than one earthquake shock occurring within any seventy two (72) hour period during the Period of Insurance of this Policy shall be deemed to be a single earthquake within the meaning thereof.

Official recognised Authority (or as agreed between The Insurer and The Insured) will elect the moment from which each of the aforesaid periods of seventy two (72) hours shall be deemed to have commenced but no two such seventy two (72) hours periods shall overlap.

A.7.1.17.3. Flood

Insurers shall not be liable for any loss caused by flood occurring before the effective date and time of this policy nor for any loss commencing after the expiration date and time of this policy. However, The Insurer will be liable for any losses occurring for a period of up to maximum seventy-two (72) hours after the expiration of this Policy, provided that the first flood damage occurs prior to the date and time of the expiration of this Policy.

Each loss caused by flood and all losses caused by flood within a seventy-two (72) hours period shall be deemed to constitute a single loss.

Official recognised Authority (or as agreed between The Insurer and The Insured) will elect the moment from which each of the aforesaid periods of seventy two (72) hours shall be deemed to have commenced but no two such seventy two (72) hours periods shall overlap.

A.7.1.18. Time limit

The Insurer is not liable for any loss or damage after the expiration of 24 months from the discovery of the loss or damage unless otherwise agreed in writing or the claim is submitted to a court or arbitration panel within the time prescribed therefore in accordance with applicable law.

The Insurer agrees that any action or proceeding against them for the recovery of any claim under or by virtue of this insurance shall not be barred if commenced within the time prescribed therefore in accordance with applicable law.

A.7.1.19. Disclaimer of liability

If The Insurer disclaims liability in respect of any claim and if conciliation is not commenced within 12 (twelve) months of such a disclaimer, all benefits under this Policy of Insurance in respect of that claim shall be forfeited.

A.7.1.20. Subrogation

Insurer shall upon reimbursement hereunder to The Insured of any loss, damage or expense be subrogated to all The Insured's rights of recovery against any other person, firm or corporation who may be legally or contractually liable for such loss, damage or expenses so reimbursed by The Insurer, provided that

- if there is a partial reimbursement, subrogation to be restricted to the amount settled.

- The Insurer shall pass on to The Insured such money or monies recovered by them that is in excess of the loss, damage or expenses so received by The Insured.

The Insurer shall waive its rights of subrogation against all Insured Parties provided no Act of default including criminal or deliberate or fraudulent acts committed by any Insured Party or its Representatives has caused any loss or damage to any other Insured Party. It is agreed that The Insurers may make a claim upon and institute legal proceedings against any parties believed responsible for loss, damage or expense reimbursed hereunder in the name of The Insured, and The Insured shall provide The Insurer his full co-operation in pursuing such claim or legal proceedings.

The Insured shall at The Insurer's expense do and concur in doing and permit to be done all actions that may be necessary or required by The Insurer in the interest of any rights or remedies or for the purpose of obtaining relief or indemnity to which The Insurer is or would become entitled or which is or would be subrogated to him upon indemnification or rectification of any loss or damage under this Policy of Insurance, regardless of whether such action is or becomes necessary or required before or after The Insured's indemnification by The Insurer.

Except as specifically provided or permitted by this policy, The Insured shall not waive, release or diminish rights of recovery or subrogation with respect to any claim which, upon payment thereof by Insurers, would otherwise belong or accrue Insurers, and insofar as and to the extent that any action by The Insured waives, releases or diminishes the rights of recovery or subrogation in respect of such claim, The Insured shall have no liability under this policy.

B. POLICY SECTIONS

B.1. SECTION I - ALL RISKS PHYSICAL LOSS OR DAMAGE – NON-MARINE PROPERTY

B.1.1. Property Insured

All permanent and temporary property of The Insured and/or held by him in trust and/or on commission and/or in joint account with others and/or for which they have an insurable interest and/or may otherwise be interested in case of fortuitous and accidental physical loss or damage covered under this Policy, whilst contained in The Insured's plant Premises as specified in The Schedule and in all other Premises of The Insured as specified in The Schedule or whilst at contractor's Premises as specified in The Schedule

B.1.2. Insuring Clause

The Insurer agrees subject to the terms, definitions, warranties, exclusions, limits provisions and conditions of this Section and of the Policy as a whole to indemnify The Insured against:

All Risks of fortuitous and accidental physical loss or damage or destruction to the Property Insured occurring during the Period of Insurance, which results in Property Insured needing to be repaired or replaced, other than those specifically excluded:

B.1.3. Special Exclusions to Section I

This Section does not cover loss or damage to any Property Insured caused directly or indirectly by or in connection with or arising from or occasioned through :

(a) inherent vice, latent defect, wear and tear or gradual deterioration, leakage, seepage, pollution, contamination, overflowing of tank, smog or extremes or changes of temperature or humidity or to non-existing, non-functional or inadequate heating, air-conditioning or cooling equipment including operating error, condensation, excessive moisture, dampness of atmosphere, seepage, disease, deterioration, decay, mildew, mould, fungus, wet or dry rot, insect larvae or vermin of any kind, infestation loss or damage by normal settling, shrinkage or expansion in buildings or foundations, other loss or damage of gradual nature, such as corrosion, erosion, cavitation, rust and scale, scratching of painted or polished surfaces, unless fortuitous accidental loss or damage covered under this Policy of Insurance ensues to other Property Insured and only such ensuing loss will be covered under this Policy of Insurance or unless such loss or damage is a result of an occurrence of loss or damage otherwise indemnifiable under this section;

(b) infidelity or any dishonesty on the part of The Insured or any of his employees or others to whom the property may be delivered or entrusted, inventory shortage or unexplained disappearance;

(c) processing, renovating, repairing or faulty workmanship thereon unless fortuitous accidental loss or damage covered under this Policy of Insurance ensues and only such ensuing loss will be covered under this Policy of Insurance;

- (d) go-slow, total or partial cessation of work, The Insurer shall not be liable for
- (e) loss of use, delay or loss of markets or Consequential Loss of any nature whatsoever or any costs to reduce it unless covered under Section III of the Policy of Insurance
- (f) shrinkage, evaporation, loss of weight, leakage, breakage of glass or other fragile articles, marring, scratching, exposure of light, or change in colour, texture or flavor unless fortuitous accidental loss or damage covered under this Policy of Insurance ensues and only such ensuing loss will be covered under this Policy of Insurance;
- (g) theft where Property Insured is left in the open and not contained in buildings on permanent foundations, unless storage of such item is normally in the open;
- (h) release, discharge, or dispersal of toxic or hazardous substances, contaminants or pollutant, proximate or remote.
- (i) loss or damage for which cover is afforded under Section II of this Policy of Insurance

B.1.4. Excluded Property

This Section does not cover:-

- (a) aircraft, watercraft including floating equipment, ships and vessels, spacecraft and satellites, railway locomotives, rolling stock
- (b) vehicles, construction plant and equipment other than those used within The Insured Premises and expressly defined in The Schedule
- (c) money, stamps, cash, credit cards, cheques, securities or obligations of all kind, deeds or documents, evidence of debt or title, patterns, plans, designs, rare books, jewellery, precious stones, gems or metals, furs and garments trimmed with fur
- (d) works of art, unless expressly specified in The Schedule;
- (e) standing timber, growing crops, livestock and animals, landscaping, flora and fauna;
- (f) land including topsoil, backfill or land values, water, roads, runways, railway lines, transmission and distribution lines outside plant Premises, drainage and culverts, canals, dams, reservoirs, wells, pipelines outside plant Premises, tunnels, bridges, mining property, any property underground, drilling rigs, docks, piers, wharves, offshore property; However assets like drainage, culvert, pavements, road, dams, reservoirs, canals, pipe lines, tunnels, bridges, piers etc and all other civil works including township and underground civil works except land, property in transit within premises are specifically included in schedule of assets and shall be covered for insurance. Properties in course of demolition/construction shall also be covered in the scope of coverage (as more specified in the Section-V Scope of Coverages of Policy).
- (g) explosives, refractory linings whilst in process, materials in process damaged by operational error and as a result of its undergoing any process, maintenance, repair or testing or any emergency shutdowns;
- (h) property of The Insured, which has been, transferred into the possession of others, under leasing or rental agreements, hire, purchase, credit or other suspensive sale agreements.

B.1.5. Special Conditions for Loss settlement under Section I

B.1.5.1. Costs of repair

In respect of the Property covered hereunder, all costs of repairs and/or replacement including leviable duty and taxes for which insurers may be liable shall be on the basis of New for Old at the place of loss without taking into account and / or giving effect to depreciation or technological, functional or economic obsolescence except as hereunder mentioned. The rate and charges applicable for utilisation of The Insured's owned or chartered vessels, crafts, equipment in the repair / replacement of a loss damage and the percentage of overheads thereon to be taken from the certified rates as arrived at by The Insured from time to time.

B.1.5.2. Reinstatement Value Conditions

At the option of The Insured in the event of loss or damage to the Property Insured the insurance benefits in respect thereof shall be based on the cost of replacing or reinstating The Insured property or other property as The Insured may require.

Provided that the liability of The Insurer shall not exceed the cost of replacing or reinstating the property with property of a substantially similar kind and type not being superior to or more extensive than The Insured property when new.

Subject to the following Special Provisions and the terms and conditions of the Policy except as varied hereby:

The replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of The Insured or by other alternative real capital investment made for the benefit of the business subject to the liability of The Insurer not being thereby increased) shall be commenced within 24 months (twenty four months) after the occurrence of the damage or within such further time as The Insurer may grant.

However payment will be made by The Insurer as if the reinstatement or replacement has been done within the said 24 months (twenty four months) provided that a firm commitment is shown to The Insurer's satisfaction that the replacement or reinstatement will be eventually completed.

Until actual expenditure has been incurred by The Insured in replacing or reinstating The Insured property destroyed or damaged The Insurer shall not be liable for any amount in excess of the amount which would have been payable under this Policy had the memorandum not been incorporated herein but not less than two thirds of the new reinstatement value.

Should the property lost or damaged not be in current production then The Insurer's liability shall be limited to the full cost of replacing or reinstating property in current production most similar to the property lost or damaged.

The cost of reinstatement shall include the expenses of adapting the newly acquired property to the existing undamaged property including the replacement of property, which cannot be used as such as necessary to reinstate the operation of the plant unit process.

Where for any reason, it is not possible or if The Insured elects not to rebuild or replace, The Insurer will pay to The Insured the Actual Cash Value of the property at the time of Loss.

Where the repair or replacement of the damaged or lost Property Insured involves import into the country of The Insured property, the replacement value as aforesaid shall include actual Import Duty including, but not limited to basic duty, countervailing duty, special additional duty, surcharge and other additional duties or any monetary equivalent of liability undertaken or incurred in lieu thereof.

Claims are to be settled on selling price for Finished Goods (or Contract price if the Finished Goods are covered by Contract and if it is higher than market price) and replacement value on feedstock, chemicals, stores and spares and other insured stock and work in progress. Where Feed Stock Chemicals and Stores and Spares are not replaced by item of specification same as the one lost or damaged, but by an item of inferior quality / specification for operating reasons or other reasons, The Insured will be indemnified as if he had replaced like items which were lost or damaged, based on prices prevailing after the damage / loss. Any financial loss caused by the use of items of inferior quality is not covered.

With respect to catalysts lost or damaged, the basis of indemnity if cover is endorsed to this Policy of Insurance is the Actual Cash Value at the time of the loss as per endorsement.

Where the Assets damaged or lost are those for which The Insured is only contractually liable for maintenance, the basis of indemnity shall still remain the same as above, irrespective of any contract to the contrary.

B.1.5.3. Constructive total loss

In ascertaining whether the Property Insured hereunder is a Constructive Total Loss The Insured value, being part of the scheduled values hereon, shall be taken as the repaired value and nothing in respect of the damaged or break-up value of the Property Insured hereunder or the wreck thereof shall be taken into account.

There shall be no recovery for a Constructive Total Loss hereunder unless the expense, (including duties, taxes and freight / air freight as and if applicable) of recovering and repairing the Property Insured shall exceed 80% of The Insured value. Or in respect of individual item(s) included therein, 80% of the value included therein in respect of such item(s).

In no case shall The Insurers be liable for unrepaired damage in addition to a subsequent Total Loss sustained during the period covered by this insurance. The Insured shall not be prevented from recovering a Constructive Total Loss hereunder by reason of any provision(s) in permit, license, Government

regulation, or similar circumstances beyond the control of The Insured, which may prevent The Insured from abandoning the subject matter(s) of this insurance to The Insurers. In accordance with the foregoing, The Insurers agree to waive notice of abandonment but notwithstanding anything to the contrary contained herein The Insurers shall be placed in the same position as if notice of abandonment had been given by The Insured and declined in the customary manner by The Insurer.

B.1.5.4. Unrepaired Damage

In event of the loss of or damage to an item insured hereunder which results in a decision by The Insured to either, not to replace or repair with a redesign or new design and where construction of the redesigned or newly designed item serving the same purpose of the lost or damaged items is actually commenced and no repairs (other than those required to make the items safe) or replacement are carried out to the item which sustained loss or damage, Insurers agree that The Insured shall be indemnified on the basis of the reasonable cost of repairs in respect of such loss or damage plus any amounts expended in making the item safe. Such reasonable cost of repair would be arrived at on the basis as mentioned in the Indemnification clauses “B.1.5.1. Cost of Repair” and “B.1.5.2 Reinstatement Value Conditions”

B.1.5.5. Limit of Liability

In no event shall The Insurer's liability arising from any one accident or occurrence exceed the total value of Property Insured herein as per The Schedule.

B.1.5.6. Deductible

Each loss or series of losses shall be adjusted separately and from the amount of each such adjusted loss the sum stated as the Deductible in The Schedule shall be deducted.

B.1.6. Additional Extensions to Section I

Subject to additional Premium and sublimits as and if applicable as per Schedule, the following cover will be provided by The Insurer:

B.1.6.1. Archives/plans, Documents & Computer records

At The Insured's option, indemnity hereunder shall include reasonable costs incurred in the reconstruction of archives, record account documents, plans, computer programmes and data, subject to back up copies / records being kept in a safe and secure place up to the limit of indemnity specified in The Schedule.

The Insurers shall, however, not be liable for any costs arising from false programming, punching, labelling or inserting, inadvertent cancelling of information or discarding of data media, and from loss of information caused by magnetic fields.

B.1.6.2. Deliberate Damage Clause

Subject to the terms and conditions of this Policy of Insurance, this insurance

covers accidental physical loss of or to the Property Insured and / or other expenses incurred by The Insured, directly caused by any act or order of any governmental authority acting under the powers vested in them as a result of peril insured hereunder resulting directly from damage to the Property Insured for which The Insurer is liable under this Policy of Insurance, provided such act of governmental authority, has not resulted from want of due diligence by The Insured, to prevent or mitigate such hazard or threat.

B.1.6.3. Increased costs of Construction and Demolition Clause

Subject to the Policy of Insurance terms and conditions cover hereon includes:

Loss occasioned by the enforcement of any laws(s) or ordinance(s) regulating the construction, repair or use of building(s) or structure(s) and in force at the time such loss occurs which requires the demolition of any portion of the building(s) or structure(s) which have not suffered damage from the same loss occurrence under this Policy of Insurance (all locations).

The cost incurred in actually rebuilding both the damaged and demolished portions of the building(s) or structure(s) with materials and in a manner to fully satisfy such ordinance(s) or law(s).

The total liability under this clause shall not exceed actual expenditure incurred in demolishing the undamaged portion of the building(s) or structure(s) involved plus the lesser of the following:

- (a) The actual expenditure incurred not including the cost of land in rebuilding on another site, or
- (b) The cost of rebuilding on the same site.

Insurers shall not be liable for any cost of demolition or increased cost of construction of property necessitated by any law or ordinance regulating any form of pollution or contamination. This clause does not increase the amount(s) of insurance provided hereunder.

B.1.6.4. Civil Authority

This Policy of Insurance insures against loss or increased cost occasioned by any Civil Authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any Property Insured hereunder following an indemnifiable loss.

Subject to the limit of Sum Insured property which is insured under this Policy of Insurance is also covered against the risk of damage or destruction by civil authority during a conflagration and for the purpose of retarding the same provided that neither such conflagration nor such damage or destruction is caused or contributed to by war, invasion, revolution, rebellion, insurrection or warlike operations as more fully described in General Exclusions applicable to all sections.

B.2. SECTION II - ALL RISK MACHINERY INSURANCE

B.2.1. Property Insured

This Section insures the following property:

All Machinery and Equipment including electrical or electronic machinery of The Insured's plants and spare parts with no specification being the property of The Insured and all machinery and equipment in which The Insured has an insurable interest in the Premises of The Insured and elsewhere as specified in The Schedule.

B.2.2. Insuring Clause

The Insurer agrees subject to the terms, definitions, warranties, exclusions, limits provisions and conditions of this Section and of the Policy of Insurance as a whole to indemnify The Insured against accidental physical damage to machinery and/or equipment insured caused by an Accident occurring during the Period of Insurance, which results in such machinery and/or equipment insured needing to be repaired or replaced.

Accident shall mean unforeseen and fortuitously manifested and/or occurred physical damage including Electrical Breakdown and Boiler Explosion to the machinery and/or equipment described above or thereof from any cause not excluded

- (a) while it is at work or at rest or during testing
- (b) while being dismantled for the purpose of cleaning, inspection and overhauling or removal to another position or in the course of these operations themselves or subsequent re-erection within the Premises of The Insured or elsewhere.

B.2.3. Excluded Property

This Section does not cover (unless otherwise expressly agreed in writing) any Accident or Damage to any of the following excluded property:

- (a)
 - i. consumables, dies or exchangeable tools, moulds, engraved cylinders
 - ii. parts which by their use and/or nature suffer a high rate of wear or depreciation, e.g. refractory linings, crushing hammers, objects made of glass, belts, cables, ropes, chains, wires, rubber tyres and all non - metallic parts
 - iii. operating media, e.g. lubricants, fuels, catalysts, batteries
 - iv. escape of water from water containing apparatus,

It is noted however that:

- i. this exclusion shall not be applicable when damage to these parts only is part of a loss and/or damage to an insured machine,
- ii. this exclusion shall only refer to these parts and not to any resulting damage to the machinery insured under this Section of the Policy of Insurance;
- iii. electrical cables and instrumentation cables are not excluded in this clause
- iv. for the exceptions mentioned above this exclusion shall not exclude coverage arising as a result of such loss or damage.

- (b) Mechanical, electrical and electronic equipment prior to the successful completion of their performance acceptance tests
- (c) Transmission and distribution lines outside insured plant Premises
- (d) Any property underground or offshore
- (e) Property of The Insured, which has been, transferred into the possession of others, under leasing or rental agreements, hire, purchase, credit or other suspensive sale agreements.

B.2.4. Special Exclusions to Section II

This Section does not cover damage to any Property Insured under this Section caused directly or indirectly by or in connection with or arising from or occasioned through :

- (a)
 - (i) wearing away or wearing out of any part of any Property Insured caused by or naturally resulting from ordinary use or work such as cavitation, erosion, corrosion, rust or due to any gradual deterioration caused by atmospheric conditions or due to other causes
 - (ii) boiler scale, incrustation, deterioration, settling, gradual cracking, gradually developing deformation or distortion, scratching of painted or polished surfaces. but this exclusion shall be limited to the items immediately affected and shall not exclude liability for loss or damage not otherwise excluded to other parts of the Property Insured as a consequence thereof;
- (b) any faults or defects existing at the time of commencement of this Policy of Insurance of which The Insured or his Representatives were or ought reasonably to have been aware, irrespective of whether such faults or defects were known to The Insurer or not;
- (c) go-slow, total or partial cessation of work, The Insurer shall not be liable for
- (d) loss or damage caused by intentional overloading or experiments involving the imposition of abnormal conditions, except for conditions permitted by the manufacturers or by judgement of a competent engineer or where such conditions arise during normal periodic testing, including pre-commissioning start-up and commissions of Construction and / or erection Projects insured under this section.
- (e) costs of maintenance, upgrade or improvement, normal upkeep
- (f) loss of or damage to hired equipment for which the lessor is responsible either by law or ordinance or under any contract or agreement;
- (g) loss or damage for which the manufacturer or supplier of the property is responsible either by law or ordinance or under any contract or agreement.
- (h) any increase in the cost of replacement or repair due to enforcement of any ordinance or law;
- (i) loss of use of any machinery, delay or loss of markets or Consequential Loss of any nature whatsoever or any costs to reduce it unless covered under Section III of the Policy of Insurance;
- (j) loss or damage for which cover is afforded under Section I of this Policy of Insurance.

This exclusion shall not apply to loss or damage caused in the course of

reinstating or replacing an otherwise insured damage.

B.2.5. Testing and Commissioning Clause

1. It is hereby noted and agreed that this insurance does not cover destruction of or damage to property in course of construction or erection, dismantling, revamp or undergoing testing or commissioning including mechanical performance testing and any business interruption resulting therefrom.
2. Acceptance of the property hereon is subject to satisfactory completion of the following:
 - i) Completion of erection of Generating Units
 - ii) Testing and commissioning
 - iii) Performance Testing conforming to 100% Contract Design Criteria which shall mean successful running of the generating Station or unit thereof at Maximum Continuous Rating or Installed Capacity or Name Plate rating for a continuous period of **12 hours duration**. Provided that:
 - a) The short interruptions, for a cumulative duration of 4 hours, shall be permissible, with corresponding increase in the duration of the test. Cumulative interruptions of more than 4 hours shall call for repeat of trial operation or trial run.
 - b) The partial loading may be allowed with the condition that average load during the duration of the trial run shall not be less than Maximum continuous rating or installed capacity or Name Plate rating excluding period of interruption and partial loading but including the corresponding extended period.
 - iv) Official acceptance by the Insured following formal hand over without reservation or waiver of guarantee conditions. Any deficiencies identified during the testing, commissioning and start-up that may affect the mechanical integrity, process safety or reliability of the plant, having been declared to Insurers prior to attachment.

In the event that compliance with (a) and (b) above will be deferred upon mechanical completion and testing The Insured agrees to advise The Insurers in writing of such alternative procedures which will be adopted prior to the attachment hereunder of such new property.

It is further noted and agreed that the above provisions do not apply to normal routine maintenance activities, scheduled turnaround and/or minor works.

B.2.6. Special Conditions to Section II for Loss settlement

The basis of loss settlement under Section II of this Policy of Insurance shall be:

B.2.6.1. Partial Loss

For damage which can be repaired, the cost necessarily incurred to restore the damaged item to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair shop, customs duties and dues, if any, to

the extent that such expenses have been included in the Sum Insured. If the repairs are carried out at a workshop owned by The Insured, The Insurer shall pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges. No deduction shall be made for depreciation in respect of parts replaced.

B.2.6.2. Total Loss

If the cost of repairs equals or exceeds the actual value of the damaged Property Insured immediately before the occurrence of loss or damage, that Property Insured shall be regarded as a constructive total loss.

In the event of a total loss The Insurer shall pay the Actual Cash Value of the Property Insured immediately before the occurrence, including charges for ordinary freight, cost of erection and customs duties, if any, provided such expenses have been included in the Sum Insured.

In no case shall The Insurer be liable for unrepaired damage in addition to a subsequent Total Loss sustained during the period covered by this insurance. The Insured shall not be prevented from recovering a Constructive Total Loss hereunder by reason of any provision(s) in permit, license, Government regulation, or similar circumstances beyond the control of The Insured, which may prevent The Insured from abandoning the subject matter(s) of this insurance to The Insurer. In accordance with the foregoing, The Insurer agrees to waive notice of abandonment but notwithstanding anything to the contrary contained herein The Insurer shall be placed in the same position as if notice of abandonment had been given by The Insured and declined in the customary manner by The Insurer.

B.2.6.3.Dismantle costs

The Insurer shall also pay any reasonable costs to dismantle damaged equipment.

B.2.6.4.Cost of alterations, additions, improvements, maintenance, revisions or overhauls

The cost of any alterations, additions, improvements, maintenance, revisions or overhauls shall not be recoverable under this Policy.

B.3. SECTION III - BUSINESS INTERRUPTION:

GROSS PROFIT OR SPECIFIED STANDING CHARGES AND/OR INCREASED COST OF WORKING

B.3.1. Definitions

Annual turnover	means the turnover which, had the interruption of or interference with the business insured not occurred, would have been achieved during the twelve months preceding either the date when the business insured is no longer affected or when the indemnity period ends, whichever is the earlier.
Business Insured	means the commercial operation of the Property Insured specified in The Schedule to this section.
Debt service charges	means the amount of the annual payment(s) of interest and if specified the principal on borrowings due by The Insured.
Gross Profit	means the amount by which the value of the turnover and the value of the closing stock and work in progress exceed the value of the opening stock and work in progress and the amount of the specified working expenses. (Uninsured Working Expenses). The value of the opening and closing stocks and work in progress shall be calculated in accordance with The Insured's normal accounting methods, due provisions being made for depreciation.
Increased Cost of Working	means the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of interest insured, which, without such expenditure, would have taken place.
Interest Insured	means either the Gross Profit including any Increased Cost of Working or the specified standing charges including any Increased Cost of Working.
Monetary deductible	means the amount to be deducted from any payment otherwise to be made by The Insurer.
Maximum indemnity period	means the maximum period(s) stated in The Schedule in respect of which cover is afforded for the Interest Insured by this operational business interruption section, beginning subsequent to the occurrence of the Damage and ending not later than the period as specified in The Schedule during which the results of the Business shall be affected in consequence of the damage.
Rate of Gross Profit	means the percentage of Gross Profit which, had the interruption of or interference with the Business Insured not occurred, would have been earned on the Annual turnover .
Specified standing charges	means any fixed costs specified in The Schedule which continue to be payable in full during the indemnity period
Specified working Charges	means any costs incurred for the acquisition of goods, raw materials, chemicals and portion of utilities consumption or auxiliaries as well as for supplies unless required for the upkeep of operations and any costs for packaging, carriage, freight, intermediate storage, taxes, licence fees and royalties, insofar as such costs are dependent on turnover.

Turnover	means the amount of money (less discounts allowed) paid or payable to The Insured for goods, products or services sold, delivered or rendered in the course of the Business Insured.
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B.3.2. Insuring Clause

The Insurer shall indemnify The Insured subject to the terms, definitions, warranties, exclusions, limits provisions and conditions of this Section and of the Policy of Insurance as a whole for a loss of the Interest Insured unless specifically excluded if at any time during the Period of Insurance the Property Insured under any of the operational material damage Sections of this Policy of Insurance suffers loss or damage indemnifiable under the operational material damage Sections or which would have been indemnifiable under the operational material damage Sections but for the application of a deductible, thereby causing an interruption of or interference with the Business Insured in the proportion of said interruption or interference for the part of the Property concerned

B.3.3. Idemnification

The indemnity for the loss of Interest Insured shall be in respect of:

(a) Gross Profit, the loss actually sustained during the indemnity period resulting from a reduction in turnover including any Increased Cost of Working

or

(b) Specified standing charges, the amount actually not earned during the indemnity period resulting from a reduction in turnover including any Increased Cost of Working.

The indemnity shall not exceed the Sum Insured for the maximum indemnity period.

B.3.4. Sum Insured

The Sum Insured shall be

- the annual Gross Profit specified in The Schedule
- or
- the annual Specified standing charges

Should the indemnity period exceed twelve months, the Gross Profit or the specified standing charges shall be the pro rata amount for that period.

B.3.5. Period of Insurance

The Period of Insurance shall be the period specified in The Schedule.

Should at any time after the commencement of this Policy of Insurance

- (a) the business be wound up or carried on by a liquidator or receiver or administrator or be permanently discontinued,
- (b) The Insured's interest cease otherwise than by death, then the cover under this Section shall cease on the respective date unless specifically agreed by The Insurer in writing.

B.3.6. Indemnity period

The indemnity period shall be the period during which the Interest Insured is affected by an interruption of or interference with the Business Insured beginning on the date of the occurrence of loss or damage and not exceeding the maximum indemnity period specified in The Schedule.

B.3.7. Deposit and Return/adjustment of Premium

A deposit Premium shall be paid at the inception of this Policy of Insurance and shall be calculated by multiplying the Sum Insured by the Premium Rate.

If the insured declares at the latest twelve months after the expiry of any policy period that the based on Audited Accounts, Actual Gross profit of NHPC Power Stations during the accounting period of twelve months most closely concurrent with any Period of insurance, was less than the sum insured thereon, a pro rata return of premium not exceeding 50% of the premium paid for the policy period on excess sum insured shall be made by the Insurer and in case the actual Gross profit is more than sum insured, extra premium shall be paid by the Insured for the short sum insured. Gross Profit for the policy period suitably adjusted to Indemnity period shall be calculated as per CERC norms based on the actual PAF and Generation etc. for that period of particular financial Year on annualized basis

Any loss, destruction or damage occurred giving rise to a claim under this Policy, return of premium shall be made in respect only of so much of said difference as is not due to such loss, destruction or damage.

Insured can increase the sum insured under Business Interruption (BI-FLOP) during currency of the policy for each power station at its discretion by paying required additional premium computed for all power stations covered under the policy on annual basis.

B.3.8. Time excess and monetary Deductible

In any one occurrence of loss or damage the insurer shall not be liable for the amount obtained by multiplying Average daily Gross Profit of the Power Station having sustained an indemnifiable loss by the number of days specified in The Schedule as the time excess plus any additional monetary Deductible agreed or for the amount of any monetary Deductible specified in The Schedule, whichever is higher.

B.3.9. Additional Exclusions for Business Interruption

In addition to the exclusions under General Conditions of this Policy of Insurance this Section III shall not cover any loss resulting from interruption of or interference with the Business directly or indirectly attributable to any of the following causes:

- (a) loss of Interest Insured due to an interruption of or interference with the Business Insured resulting from:
- (b) loss or damage covered under the operational material damage Section by way of endorsement, unless expressly specified as covered in The Schedule;
- (c) any restrictions imposed by public authority, including restrictions imposed on reconstruction or operation;
- (d) Consequential Loss due to causes such as suspension, lapse or cancellation of a lease, licence or order, etc., which occurs after the date when the items lost, destroyed or damaged are in operating condition again and the Business Insured could have been resumed if said lease, licence or order, etc. had not lapsed or had not been suspended or cancelled
- (e) loss or damage due to abnormal conditions directly or indirectly resulting from experimental testing, testing during the first 12 hours continuous operation of performance/acceptance tests or intentional overloading beyond approved safety limits;
- (f) shortage, destruction, deterioration of or damage to raw materials, semi-finished or finished products or other materials required for proper operation, even if the consequence of material damage to an item indicated in the list of Property Insured is involved
- (g) erasure, loss, distortion or corruption of information on computer systems or other records or software programs unless resulting from an occurrence of loss or damage indemnifiable under the operational material damage section.
- (h) loss or damage for which the manufacturer or supplier of the property is responsible either by law or under contract.
- (i) The Insured not having at his disposal in good time sufficient capital for repairing or replacing destroyed or damaged machinery;
- (j) The Insurer shall not be liable for the amount of any fines or damages for breach of contract, for late or non-completion of orders, or for penalties of whatever nature.

B.3.10.Special Conditions pertaining to Claims notification and The Insured's special obligations following an occurrence of loss or damage

- a. The Insured shall be obliged to keep for the Period of Insurance complete records of the Business Insured, including without limitation - inventories, production and balance sheets for the three preceding years. All records shall be held in safekeeping and, as a precaution against their being simultaneously destroyed, The Insured shall keep separate sets of such records.
- b. In the event of any occurrence of loss or damage which might cause an interruption of or interference with the Business Insured
 - I. The Insured shall immediately notify The Insurer and send it written confirmation thereof within forty-eight hours of the occurrence;
 - II. The Insurer and The Insurer's Agents shall have unlimited access to the Premises to establish the possible cause and extent of the loss or damage, its effect on the Interest Insured, to examine the possibilities for minimizing the interruption of or interference with the Business Insured, and if necessary to make reasonable recommendations for the avoidance or minimization of such interruption or interference;

- III. The Insurer and The Insurer's Agents shall have the right to enter any building where the loss has happened and may take possession of or require that any of the damaged Property Insured be rendered to them and may keep possession of and deal with such damaged Property Insured for all reasonable purposes and in any reasonable manner. This condition shall be evidence of the leave and licence of The Insured to The Insurer so to do.
- c. If The Insured or anyone acting on his behalf hinders or obstructs The Insurer in any way or does not comply with any recommendations The Insurer may make pursuant to clause B.3.10 (b) above, all benefits under this Section shall be forfeited.
 - d. In the event of a claim being made under this section, The Insured shall at his own expense deliver to The Insurer not later than thirty days after the interruption of or interference with the Business Insured or within such further periods as The Insurer may allow in writing a written statement setting forth particulars of the claim.
 - e. The Insured shall at his own expense produce and furnish to The Insurer such books of account and other business books or other evidence as may reasonably be required by The Insurer for the purpose of investigating or verifying the claim together with, if required, a statutory declaration of the truth of the claim and of any matters connected therewith.

B.3.11. Conditions for Loss settlement under Section III

In the event of an interruption of or interference with the Business Insured the basis of loss settlement under this Section shall be as follows:

B.3.11.1. Loss of Gross Profit

In respect of loss of Gross Profit, The Insurer shall pay the amount obtained by multiplying the Rate of Gross Profit with the amount by which the actual turnover during the indemnity period falls short of the turnover, which would have been achieved, had the loss or damage not occurred.

B.3.11.2. Specified standing charges

In respect of specified standing charges, The Insurer shall pay the amount obtained by multiplying the percentage by which the actual turnover during the indemnity period falls short of the turnover which would have been achieved had the interruption of or interference with the Business Insured not occurred by the amount of specified standing charges incurred during the interruption or interference.

If the Sum Insured hereunder is less than the amount obtained by multiplying the Rate of Gross Profit by the Annual turnover or, if the indemnity period exceeds twelve months, the pro rata turnover for that period, the amount payable shall be reduced proportionately.

B.3.11.3. Increased Cost of Working

In respect of Increased Cost of Working, The Insurer shall pay the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover which, without such

expenditure, would have occurred during the indemnity period.

The indemnity shall not exceed the amount of loss of Interest Insured thereby avoided

B.3.11.4. Calculation of Rate of Gross Profit and Annual turnover

In calculating the Rate of Gross Profit and Annual turnover, the following aspects shall be taken into consideration:

- (a) the trend of the Business Insured;
- (b) the results of the Business Insured during the financial year preceding the date of the loss or damage or, in the event of the loss or damage occurring during the first year of commercial operation, the turnover during the following financial year;
- (c) any circumstances affecting the Business Insured either before or after loss or damage or which would have affected the Business Insured had the loss or damage not occurred;
- (d) any benefits from deferred sales or from increased production and/or profits as a consequence of an interruption of or interference with the Business Insured which The Insured may receive during a period of six months immediately following the re-commissioning of insured plant and/or machinery after a loss or damage;
- (e) allowance for the time spent on any overhauls, inspections or modifications carried out during the period the Business Insured was affected by any interruption or interference;
- (f) any money paid or payable in respect of goods which are sold or services which are rendered elsewhere than at the Premises for the benefit of the Business Insured either by The Insured or by another party acting on his behalf;
- (g) any amount saved during the indemnity period in respect of any charges and expenses of the business payable out of the Gross Profit that may cease or be reduced in consequence of loss or damage.

The final figures shall represent as closely as may be deemed reasonable the results, which the Business Insured would have achieved, had the loss or damage not occurred

B.3.11.5. Payment of Indemnity

B.3.11.5.1. Subject to clause B.3.11.5.3 below The Insurer shall pay The Insured any amount due under this Section one month after final determination of the amount due.

B.3.11.5.2. The Insured may, one month after The Insurer has been duly notified of the loss of Interest Insured and has acknowledged its liability, claim as advance payment(s) the minimum amount(s) The Insurer agrees are payable.

B.3.11.5.3. The Insurer shall be entitled to postpone payment beyond the period set out in B.3.11.5.1 above if

- (a) there are doubts as to The Insured's right to receive payment, in which case payment shall not become due until such time as the

necessary proof is furnished by The Insured or The Insurer accepts liability;

- (b) as a result of any loss or damage or any interference with or interruption of the Business Insured, police or criminal investigations have been initiated against The Insured, in which case payment will not become due until the completion of such investigations, provided always that if The Insured is convicted of any offence in respect of any claim for indemnity under this Policy of Insurance, the insurance cover under this Section shall be void.

B.3.11.5.4. The Insurer shall not be liable to pay interest on indemnity withheld other than interest for default.

B.3.11.6 Underinsurance

No under-insurance will be applicable for Section-III (Business Interruption) i.e., no under-insurance penalty shall be applied in case of Business Interruption claim. However, the insurance Co. will indemnify the loss for Business Interruption based on the sum-insured and Insured shall be required to pay additional premium/shall be refunded extra premium, based on the actual Gross Profit as per methodology given in clause 3.7 of Policy within 12 months from the end of Policy period.

B.3.12. Provisions to Section III

B.3.12.1 Current Cost Accounting Adjustment

For the purpose of the definitions in B.3.1, any adjustment implemented in current cost accounting shall be disregarded.

B.3.13. Special Conditions pertaining to Section III

B.3.13.1. Alternative Trading Clause:

If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the Premises for the benefit of the Business either by The Insured or by others on his behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the output during the Indemnity Period.

B.3.13.2. Uninsured Standing Charges Clause

If any standing charges of the Business be not insured by this Policy of Insurance (having been deducted in arriving at the Gross Profit as defined herein) then in computing the amount recoverable hereunder as Increase in Cost of Working, that proportion only of any additional expenditure shall be brought into account which the Gross Profit bears to the sum of the Gross Profit and the uninsured standing charges.

Where the Specified working Charges (Uninsured Working Expenses) are recognised variable charges, the Uninsured Standing Charges Clause and the

reference hereto should be deleted.

B.3.13.3. Professional Accountants Clause:

Any particulars or details contained in The Insured's books of account or other business books or documents which may be required by The Insurer for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for The Insured and their report shall be prima facie evidence of the particulars and details to which such report relates.

The Insurer will pay to The Insured the reasonable charges payable by The Insured to their professional accountants for producing such particulars or details or any other proofs, information or evidence as may be required by The Insurer and reporting that such particulars or details are in accordance with The Insured's books of account or other business books or documents provided that the sum of the amount payable under this clause shall not exceed the limit stated in The Schedule and the amount otherwise payable under the Policy of Insurance shall in no case exceed the liability of The Insurer as stated.

B.3.13.4. Aggravation Clause

It is noted and agreed that the operation of the excluded perils shall not prejudice the right of The Insured to recover under this Policy of Insurance any further loss caused by aggravation of an originally covered loss within the period of Indemnity.

B.3.14. Additional Memoranda for Business Interruption

B.3.14.1. Overhauls

In calculating the loss, due allowance shall be made for the time spent on any overhauls, inspections or modifications carried out during any period of interruption.

B.3.14.2. Departmental Clause

If the Business be conducted in Departments, the independent trading results of which are ascertainable the indemnity provisions of clauses B.3.11.1 (Loss of Gross Profit) & B.3.11.3 (increased cost of working) of Gross Profit shall apply separately to each Department affected by the incident.

B.3.15. Additional Extensions to Section III

B.3.15.1. Alternative Basis Clause

It is agreed and declared that, whenever found necessary, the term 'Output' may be substituted for the term 'Turnover' and for the purpose of this policy 'Output' shall mean the sale value of goods manufactured by the 'Insured' in the course of the business at the premises,

Provided that :

- (a) Only one such meaning shall be operative in connection with any one occurrence involving damage (as within defined).
- (b) If the meaning set out above be used, memo No.1 shall be altered to read as follows:

Memo 1 : If during the INDEMNITY PERIOD goods shall be manufactured other than at the premises for the benefit of the business either by the Insured or by others on the Insured's behalf, the sale value of the goods so manufactured shall be brought into account in arriving at the OUTPUT during the INDEMNITY PERIOD.

B.3.15.2. New Business Clause

For the purpose of any claim arising from damage occurring before the completion of the first year's trading of the business at the premises the terms "Rate of Gross Profit", "Annual Output/Turnover" and "Standard Output/Turnover" shall bear the following meaning and not as within stated:-

RATE OF GROSS PROFIT – The rate of Gross Profit earned on the Output/Turnover during the period between the date of the commencement of the business and the date of the damage.	To which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the damage or which would have affected the business had the damage not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable, the results which, but for the damage, would have been obtained during the relative period after the damage.
ANNUAL OUTPUT/TURNOVER – The proportional equivalent for a period of twelve months or the Output/Turnover realised during the period between the commencement of the business and the date of the damage.	
STANDARD OUTPUT/TURNOVER – The proportional equivalent for a period equal to the Indemnity Period of the Output/Turnover realised during the period between the commencement of the business and the date of the damage.	

B.3.15.3 Additional Increased Cost of Working:

It is hereby agreed and declared that notwithstanding anything contained herein to the contrary, this policy extends to cover costs and expenses necessarily and reasonably incurred during the indemnity period in consequence of the 'Damage' and not otherwise payable under Loss of Gross Profit (increase in Cost of Working) for the purposes of maintain the business, it being understood that if any such costs under Loss of Gross Profit provisions (Reduction in turnover and Increase in cost of working) are of a capital asset nature then account shall be taken of the residual value of such capital items so involved existing at the end of the maximum indemnity Period. - **Limits: Rs.25 Crore.**

B.3.15.4 Prevention of Access

This Section covers the insured's loss as a consequence of physical destruction or damage as herein defined to any property solely due to accidental causes within a radius of 5 kilometers from the insured premises (inland only and excluding port blockage and /or prohibition by any local/public authority) which prevents or hinders the use of or access to the premises. The total liability under this section is limited to maximum of 30 days over and above the policy BI deductible.

B.3.15.5: Interdependency:

Loss as insured by this Section of the policy of insurance resulting from interruption of or interference with the business in consequence of loss or damage to property whether or not insured by Material Damage Section of the policy of insurance and situated at any other named premises in territorial limits owned and/or occupied and/or used by the Insured for the purpose of the business insured or any other business shall be deemed to be loss resulting from loss or damage to property used by the insured at any of the insured premises, up to the limit as specified in the Schedule. This cover is not extended to suppliers or customers and shall be on named basis. This Clause is subject otherwise to the terms, Conditions and Exclusions of the Policy.

STANDALONE TERRORISM POLICY WORDING**A. SCHEDULE**

This Schedule forms part of the Wording and for the purposes of interpretation, the contents of this Schedule shall have meaning only as provided for in the Wording.

1.	Name of the Insured		
2.	Policy No. IGST Invoice No		
3.	NHPC Premium Receipt details including GST as applicable		
4	Co-insurance %		
5.	Risk Coverage		
6.	Sum Insured		
7	Period of Insurance		
8.	Limit of Liability		
9.	Deductible		
10.	Address of Issuing Office		
11.	Financier		

Place : _____

Date : _____

B : PROPERTY DAMAGE WORDING (TERRORISM)

1. BASIS OF INSURANCE

All information provided to Underwriters by the Insured and/or its agent(s) in connection with this insurance, including but not limited to the Proposal Form specified in Schedule, forms the basis of and is incorporated into this insurance.

2. INSURING CLAUSE

In consideration of the premium paid and subject to the exclusions, limits and conditions contained herein, this Policy indemnifies the Insured for its ascertained Net Loss for any one Occurrence up to but not exceeding the Policy Limit against:

2.1 Physical loss or physical damage to the Buildings and Contents which belong to the Insured or for which the Insured is legally responsible, directly caused by one or more of the following perils occurring during the Policy Period and in respect of which the Insured has purchased cover as specified in Schedule:

1. Act of Terrorism;
2. Sabotage;
3. War and/or Civil War.

Such perils as are specified in Schedule and in respect of which cover has been purchased by the Insured shall be the "Covered Causes of Loss".

2.2 Expenses incurred by the Insured in the removal of debris directly caused by any one or more of the Covered Causes of Loss. The cost of removal of such debris shall not be considered in determination of the valuation of the property insured.

2.3 The Underwriters hereon shall not be liable for more than the Policy Limit stated of Schedule in respect of any one Occurrence and in the aggregate. For the avoidance of doubt, the limit of indemnity under Clauses 2.1 and 2.2 shall be in the aggregate and shall not exceed the Policy Limit.

3. DEFINITIONS

"Act of Terrorism" shall mean an unlawful act, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

"Actual Cash Value" means the cost to repair or replace the Buildings or Contents with a proper deduction for obsolescence, wear and tear.

"Buildings" shall mean any roofed and walled structure, machinery and equipment, signs, glass, lifts, fixed fuel tanks, driveways, footpaths, walls, gates, satellite dishes and their fittings and masts, provided always that the Insured owns or is legally responsible for such Buildings and provided that the Buildings are situated at an Insured Location. Where specifically requested by the Insured and agreed to by Underwriters and declared to Underwriters in the Schedule to the Policy, "Buildings" shall also include underground mines, tunnels, wells, caverns, dams, water shafts, power tunnels, dikes, levees, gates, flumes and any property contained therein.

"Civil War" shall mean an internecine war, or a war carried on between or among opposing citizens of the same country or nation.

"Contents" shall mean fixtures and fittings, interior decorations, office furniture and stock (including finished goods manufactured by the Insured or held for sale), provided always that the Insured owns or is legally responsible for such Contents and provided that such Contents are situated at an Insured Location.

"Declared Values" shall mean the amounts stated in Annexure-IIIB to the Policy.

"Deductible" shall mean the deductible(s) stated in Schedule in respect of any one Occurrence. Each Occurrence shall be adjusted separately and from the amount of each adjusted loss, the Deductible shall be deducted.

"Electronic Data" shall mean facts, concepts and information converted to a form useable for communication, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

"Insured" shall mean the entity or entities stated in Schedule.

"Insured Country" shall mean the country in which the Insured's principal place of business is situated.

"Insured Location" shall mean the locations as described in the Schedule to the Policy.

"Net Loss" shall, in respect of Buildings, mean the reasonable cost of repairing, replacing or reinstating (whichever is the least) on the same site, or nearest available site (whichever incurs the least cost) to a condition substantially the same as but not better than the condition of the Buildings immediately prior to the loss, subject to the repairing, replacing or reinstating being carried out and subject to the following provisions:

1. The repairs, replacement or reinstatement (all hereinafter referred to as "replacement") must be executed with due diligence and dispatch;
2. If the Buildings are not repaired, replaced or reinstated within a reasonable period of time the Underwriters shall only pay the Actual Cash Value;
3. If replacement with material of like kind and quality is restricted or prohibited by any by-laws, ordinance or law, Underwriters' total liability for any increased cost of replacement due thereto shall be limited to the Policy Sub-Limit stated in Schedule for

any one Occurrence which liability shall, for the avoidance of doubt, form part of and shall not be in addition to the Policy Limit.

4. In respect of Contents, "Net Loss" shall mean:

(i) on finished goods sold and awaiting collection, the regular selling price, less all discounts and charges to which such goods would have been subject to had no loss occurred;

(ii) on all other stock, the value of raw materials and labour expended;

(iii) for property of others, the amount for which the Insured is legally liable but in no event to exceed the Actual Cash Value;

(iv) for film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing, an amount not exceeding the cost of such media in an unexposed or blank form plus the costs of copying electronic data from back up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such electronic data. If the media is not repaired or replaced the basis of valuation shall be the cost of the blank media. This insurance does not insure any amount pertaining to the value of such electronic data to the insured or any other party.

(v) on documents other than (iv) above an amount not exceeding the cost of blank material plus the cost of labour incurred by the insured for transcribing or copying such records. This insurance does not insure any amount pertaining to the value of such documents to the Insured or any other party.

(vi) on all other property, the Actual Cash Value.

5. In respect of the removal of debris pursuant to Clause 2.2 above, "Net Loss" shall mean the necessary and reasonable expenses incurred by the Insured with Underwriters' prior written consent in the removal of said debris.

All amounts shall be calculated at the date of loss and in no event shall Underwriters be liable for more than the Policy Limit.

"Occurrence" shall mean any one loss and/or series of losses arising out of and directly occasioned by one act or series of acts for the same purpose or cause. The duration and extent of any one Occurrence shall be limited to all losses sustained by the Insured in respect of Buildings and Contents insured herein during any period of 72 consecutive hours arising out of the same purpose or cause. However no such period of 72 consecutive hours may extend beyond the expiration of this Policy unless the Insured shall first sustain direct physical damage prior to expiration and within said period of 72 consecutive hours nor shall any period of 72 consecutive hours commence prior to the attachment of this Policy.

"Operations" shall mean the Insured's business operations at one or more of the Insured Locations.

"Policy Period" shall mean the period stated in Schedule.

"Policy Limit" shall mean the limit stated in Schedule in respect of any one Occurrence and in the aggregate for all loss and damage insured hereunder, including for the avoidance of doubt, any amount(s) paid in respect of the Policy Sub-Limit.

"Policy Sub-Limit" shall mean the Net Loss Clause 3 Policy sub-limit stated in Schedule for any one Occurrence and in the aggregate for all loss and damage under Clause 3 of the definition of "Net Loss", which sub-limit shall, for the avoidance of doubt, form part of and shall not be in addition to the Policy Limit.

"Sabotage" shall mean wilful physical damage or destruction perpetrated for political reasons by known or unknown person(s).

"War" shall mean a contest by force between two or more sovereign nations, carried on for any purpose, armed conflict of sovereign powers and/or declared or undeclared and open hostilities between sovereign nations.

"Underwriters" shall mean the underwriters and insurers subscribing to this Policy.

4. EXCLUSIONS

This Policy **DOES NOT INDEMNIFY AGAINST:**

1. Loss or damage arising directly or indirectly from nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear detonation, nuclear reaction, nuclear radiation or nuclear contamination may have been caused nor from any loss or damage directly or indirectly caused by or contributed to from any nuclear waste or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
2. Loss or damage directly or indirectly caused by seizure, confiscation, nationalisation, requisition, expropriation, detention, legal or illegal occupation of any property insured hereunder, embargo, condemnation, nor loss or damage to the Buildings and/or Contents by law, order, decree or regulation of any governing authority, nor for loss or damage arising from acts of contraband or illegal transportation or illegal trade.
3. Any loss arising from War (whether before or after the outbreak of hostilities) between any two or more of the following: China, France, the Russian Federation, the United Kingdom and the United States of America.
4. Delay, loss of market, loss of income, loss of use, denial of access, cancellation of business, depreciation, reduction in functionality, increased cost of working (except as may be insured specifically under any Business Interruption Extension to this Policy);
5. Consequential loss or damage howsoever arising (except as may be insured specifically under any Business Interruption Extension to this Policy);
6. Third party liability howsoever arising;
7. Loss or damage directly or indirectly arising from or in consequence of the discharge of pollutants or contaminants, which pollutants or contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant of toxic or hazardous substance or any substance the presence, existence or release or of which

endangers or threatens to endanger the health, safety or welfare of persons or the environment.

8. Loss or damage directly or indirectly caused by chemical or biological release or exposure of any kind, nor any loss or damage directly or indirectly caused by any chemical, biological, bio-chemical or electromagnetic weapon.

9. Loss or damage directly or indirectly caused by electronic means including computer hacking or the introduction of any form of computer virus (save where a mobile phone is used as a remote trigger device in order to cause physical loss or physical damage insured hereunder).

10. Loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data.

11. Loss or damage or increased cost directly or indirectly occasioned by any public or civil authority's enforcement of any ordinance, law, order decree or regulation concerning the reconstruction, repair or demolition of any property insured hereunder except as may be insured specifically by this Policy in accordance with the provisions of Clause 3 of the definition of "Net Loss".

12. Loss or damage directly or indirectly caused by cessation, fluctuation, variation in, or insufficiency of, water, gas or electricity supplies and/or telecommunications or any other type of service or utilities.

13. Loss or damage or increased cost directly or indirectly the result of threat or hoax.

14. Loss or damage directly or indirectly caused by burglary, house-breaking, theft or larceny, looting, pillaging, mysterious or unexplained disappearance of property insured hereunder or directly or indirectly caused by any person taking part in any such activity.

15. Loss or damage directly or indirectly caused by the suspension, lapse or cancellation of any lease, licence, contract or order (including non-completion of any order) .

16. Any infidelity, fraudulent, dishonest or criminal act by any director, officer or trustee of the Insured whether acting alone or in collusion with others.

17. Any loss due to fines or damages for breach of contract or penalties of whatever nature.

18. Loss or damage caused by, connected to, relating to or howsoever arising from exposure to or the existence of asbestos or asbestos containing materials or products (including for the avoidance of doubt the cost of removal of asbestos or materials or products containing asbestos).

19. Loss or damage caused by insects or vermin.

20. Any debt, insolvency or commercial failure, whether to provide bond or security or otherwise, or any other financial cause of any party or person whatsoever.

5. PROPERTY EXCLUDED

This Policy **DOES NOT PROVIDE INDEMNITY IN RELATION TO:**

1. Land or land values.
2. Transmission, feeder lines or distribution lines and their supporting structures unless located on premises owned by the Insured and on which the Buildings and/or Contents are located.
3. Any Buildings or Contents contained therein while such Buildings are vacant or unoccupied or inoperative for thirty (30) days or more.
4. Aircraft or other aerial devices.
5. Watercraft.
6. Any land conveyance, including vehicles, locomotives or rolling stock, unless such land conveyance is expressly declared to and agreed by Underwriters hereunder.
7. Animals, plants and living things of all types including loss as a result of physical, mental or bodily injury to any person.
8. Property in transit (**except for the sub-limit of INR 50 Crore AOA/AOY, towards intra-project property in Transit as specifically covered under the Risk details**).
9. Accounts, bills, currency, money, deeds, notes, securities, evidences of debt or title, letters of credit, stamps, tickets, bullion, gold, silver and other precious metals, diamonds, precious and semi-precious stones, jewellery or furs.
10. Offshore property.
11. Underground mines, tunnels, wells or caverns and any property contained therein save as may be insured specifically hereunder and declared to Underwriters in Annexure-IIIB to the Policy.
12. Dams, water shafts, power tunnels, dikes, levees, gates and flumes save as may be insured specifically hereunder and declared to Underwriters in Annexure-IIIB to the Policy.

6. CONDITIONS

6.1 Other Insurance

This Policy does not indemnify any loss or damage which at the time of the occurrence of such loss is insured or would, but for the existence of this Policy be insured by any other policy or policies of insurance except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this Policy not been effected.

6.2 Territorial Limits

This Policy insures Buildings and Contents owned by the Insured or for which the Insured is legally responsible and situated at the Insured Locations specified in Annexure-IIIB to the Policy.

6.3 Due Diligence

It is a condition precedent to Underwriters' liability that the Insured shall at all times and at its own expense use due diligence, and do and concur in doing and permit to be done, all things reasonably practicable (including but not limited to precautions to protect or remove the Buildings and Contents insured herein) to avoid or diminish any loss or damage under this Policy and including action against other parties to enforce any rights and remedies or to obtain relief or indemnity. It is also a condition precedent to Underwriters' liability that the Insured shall do all things necessary to ensure and require that its agents, sub and co-contractors do all things reasonably practicable to avoid or diminish any loss or damage under this Policy.

6.4 Protections Maintenance

The Insured shall ensure that effective protections exist for the safety of the Buildings and Contents and that such protections shall be maintained in good order throughout the currency of this Policy and shall be in use at all appropriate times. Such protection shall not be withdrawn or varied without Underwriters' prior written consent.

6.5 Declared Values Penalty

If at the time that any Buildings or Contents are lost or damaged, the total value of all such insured property at the Insured Location at which said loss or damage occurred is greater than the Declared

Value for that Insured Location by more than 10%, then the Insured shall be entitled to recover no more hereunder than such proportion of the loss or damage as the Declared Value bears to the total value of all insured property at that Insured Location. For the avoidance of doubt, Underwriters' maximum liability in respect of any one Insured Location shall not exceed the Declared Value for such Insured Location.

6.6 Notification of Loss or Damage

It is a condition precedent to Underwriters' liability that in the event of loss or damage or circumstances arising that may give rise to a claim under this insurance notice is to be given to Underwriters as soon as reasonably possible but no later than 14 days after the occurrence of said loss or damage.

6.7 Co-operation

It is a condition precedent to Underwriter's liability that the Insured must provide Underwriters with such relevant information and evidence as Underwriters may reasonably require and co-operate fully in the investigation and/or adjustment of any claim. If required by Underwriters, the Insured agrees to submit to examination under oath by any person designated by Underwriters.

6.8 Proof of Loss

The Insured shall render a signed and sworn proof of loss within 60 days after the occurrence of such loss (unless such period shall be extended with the written agreement of Underwriters) stating the time, place and cause of loss, the interest of the Insured and all others in the Buildings and Contents, the Declared Values and the amount of loss or damage thereto. If Underwriters have not received such proof of loss within 1 year of the expiry of this Policy, they shall be discharged from all liability in relation to such loss.

7. MULTIPLE INSURED

7.1 Each of the Insureds individually warrants that the information which has been provided to Underwriters in relation to placement, renewal, amendment of or extension to this Policy by or on behalf of itself or any of the other Insureds, is materially accurate and complete so far as it concerns the risks in which that Insured (by itself or with others) has an interest that is insured hereunder.

7.2 Breach of any warranty hereunder by any one of the Insureds shall be deemed to be in breach of warranty by all of the Insureds as if the same had been committed by each and every one of the said Insureds, subject only to Underwriters' express written waiver of the same.

7.3 The total liability of the Underwriters in the aggregate for any loss or losses sustained by any or all of the Insureds, or at any or all of the Insured Locations, shall not exceed the amount for which Underwriters would be liable had such loss or losses been sustained by any one Insured, or at any one Insured Location, alone. For the avoidance of doubt, the Policy Limit applies to the aggregate of all claims by all Insureds and in respect of all Insured Locations hereunder, and Underwriters shall have no liability in excess of the Policy Limit whether insured losses are sustained by all of the Insureds or any one or more of them or whether insured losses are sustained at any one or more of the Insured Locations.

7.4 The application of any Exclusion against any Insured shall be deemed to exclude loss for all Insureds hereunder, subject only to Underwriters' express written waiver of the same.

8. SUBROGATION

If Underwriters become liable for any payment under this Policy in respect of loss or damage, they shall become subrogated, to the extent of such payment, to all the rights and remedies of the Insured against any party in respect of such loss or damage and shall be entitled at their own expense to sue in the name of the Insured to recover for Underwriters' benefit the amount of any payment made under this insurance, in addition to Underwriters' own costs and expenses. The Insured shall give to Underwriters all such assistance in its power as Underwriters may require to secure said rights and remedies (including attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in effecting settlements and in conducting litigation, arbitration or other proceedings) and, at Underwriters' request, shall enter into such agreements and execute or sign such documents as may be necessary to enable Underwriters to bring suit in the name of the Insured.

9. RECOVERIES

All salvage, recoveries and payments recovered or received by the Insured from any source subsequent to a loss settlement under this Policy, after reimbursement of Underwriters' expenses of recovery if any, shall inure to the benefit of Underwriters until they shall have been reimbursed to the extent of any loss settlement. Any further salvage, recoveries and payments shall accrue to the benefit of the Insured.

10. ABANDONMENT

Unless Underwriters elect to take the Buildings and Contents as salvage, said property will at all times remain the property of the Insured who may not abandon it to Underwriters.

11. FALSE OR FRAUDULENT CLAIMS

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claims hereunder shall be forfeited.

12. INSPECTION AND AUDIT

12.1 Underwriters shall be permitted but not obligated to inspect the Buildings and Contents at any time. Neither Underwriters' right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Insured or others, to determine or warrant that such property is safe. No other party shall be entitled to rely on Underwriters' inspection without their prior written consent.

12.2 Underwriters shall be entitled to examine and audit the Insured's books and records at any time during the Policy period and any extensions thereof and within 2 years after the final termination of this Policy, as far as they relate to the subject matter of this insurance.

13. ASSIGNMENT

No assignment or change of interest in this insurance or any amount payable under it shall be binding on or recognised by Underwriters, except with their prior written consent.

14. RIGHTS OF THIRD PARTIES

This Policy is effected solely between the Insured and Underwriters. This Policy shall not and is not intended to confer any benefits on any third parties, including but not limited to shareholders, and no third party may enforce any term of this Policy. The Contract (Rights of Third Parties) Act 1999 is excluded expressly from this insurance.

15. PREMIUM PAYMENT

The Insured undertakes that the premium shall be paid in full to Underwriters by the Insured within 45 days of the date of inception of this Policy (or, in respect of instalments, when due). If the premium due under this Policy has not been paid to Underwriters by 4.00 pm Greenwich meantime on the 45th day after the date of inception of this Policy

(and, in respect of instalments, by the date they are due), Underwriters shall have the right to cancel the Policy by notifying the Insured at the address shown in Schedule. In such circumstances, cancellation shall be effective at 4.00 pm Greenwich meantime on the 15th day after the date of notice of cancellation by Underwriters and the Policy shall be terminated automatically without further reference or confirmation to the Insured. In the event of cancellation, premium is due to Underwriters on a pro rata basis for the period that Underwriters are on risk but the full Policy premium shall be payable to Underwriters in the event of loss, damage, circumstance or occurrence likely to give rise to claim under this Policy. If the premium due is paid to Underwriters before the notice period expires, such cancellation shall be automatically revoked.

16. CANCELLATION

16.1 This Policy may be cancelled by the Insured by written notice to Underwriters stating when, not less than 30 days thereafter, the cancellation shall be effective.

16.2 Save where Clause 15 above applies, this Policy may be cancelled by Underwriters by written notice to the Insured at the address shown in Schedule stating when, not less than thirty (30) days thereafter such cancellation shall be effective.

16.3 The mailing of notice shall be sufficient proof of notice. The effective date and hour of cancellation in the notice shall become the end of the Policy period. Delivery (where permitted by law) of such written notice either by the Insured or by Underwriters shall be equivalent to mailing.

16.4 If the Insured cancels this Policy, 25% of the premium charged shall be deemed fully earned upon inception of the Policy and the remaining earned premium shall be computed in accordance with the customary short rate table and procedure. If Underwriters cancel this Policy the premium shall be computed pro rata.

16.5 The premium shall be deemed fully earned if any loss, damage, circumstance or Occurrence has been notified under this Policy.

16.6 Premium adjustment may be made either at the time of cancellation or as soon as practicable thereafter but payment or tender of unearned premium is not a condition of cancellation.

17. WARRANTY AS TO USES

The Insured warrants that the building uses declared to Underwriters at inception and detailed in Annexure-IIIB to the Policy are correct and that such uses shall not change during the Policy Period without Underwriters' prior written consent.

18. CHANGES/AMENDMENTS

Any addenda, amendments or endorsements to this Policy shall only be valid if agreed by Underwriters in writing.

19. GOVERNING LAW AND DISPUTE RESOLUTION

This Insurance shall be governed by and construed in accordance with the law of Republic of India. Each party agrees to submit to the exclusive jurisdiction of any competent court within Republic of India.

20. SEVERAL LIABILITY

Underwriters' obligations under this Policy are several and not joint and are limited solely to their individual subscriptions. Underwriters are not responsible for the subscription of any co-subscribing Underwriter who for any reason does not satisfy all or part of its obligations.

21. CLAIM SETTLEMENT

Settlement of any valid claim under this Policy shall be payable, subject to the application of the Deductible, within 60 days after the conclusion of Underwriters' investigation(s) necessary for the assessment of the extent of their liability.

22. SETTLEMENT OF DISPUTES

The Settlement of Disputes shall be dealt as per Clause No. 21 of 'Condition of Policy' (Section-IV).

C: BUSINESS INTERRUPTION LOSS WORDING (TERRORISM)

1. INSURING CLAUSE

1.1 **Loss of Income:** In consideration of the additional premium paid, this Policy is extended to cover the actual loss of Income sustained by the Insured resulting directly from Business Interruption.

1.2 Due consideration shall be given to the continuation of such reasonable charges and expenses, including payroll expenses, to the extent necessary to resume the Operations with the same operational capability as existed immediately before the physical loss or damage occurred to Buildings and/or Contents.

1.3 **Expenses to reduce loss:** Underwriters shall also pay to the Insured the additional necessary and reasonable costs and expenses incurred by the Insured in order to minimise its losses under this Extension and continue its business, less any savings which result from the reduced costs and expenses during the period of business interruption. Underwriters' liability for such costs and expenses shall not exceed the amount by which loss otherwise payable under this Extension is thereby reduced. For the avoidance of doubt, any sums paid by Underwriters in respect of such costs and expenses shall form part of and shall not be in addition to the Business Interruption Limit (if applicable) or Policy Limit (if applicable).

1.4 Indemnity under this Extension shall commence from the date on which the physical loss or physical damage occurs to Buildings and/or Contents and continue for the entire period of interruption of business but not beyond the lesser of:

1. the time required, with the exercise of due diligence and dispatch, to repair, rebuild or reinstate such part of the Buildings and/or Contents as has been destroyed or damaged commencing with the date of such direct physical loss or damage; or
2. Eighteen (18) calendar months.

2. DEFINITIONS

"Business Interruption" shall mean the necessary and unavoidable interruption of or interference with the Insured's Operations provided always that:

1. a business interruption value is declared in Annexure-IIIB to the Policy for the relevant Insured Location(s); and
2. such business interruption occurs at an Insured Location; and
3. such business interruption occurs as a direct consequence of one or more of the Covered Causes of Loss as are specified in Schedule and in respect of which cover has been purchased by the Insured.

"Business Interruption Policy Limit" shall mean the business interruption policy limit stated in Schedule.

"Income" shall mean the net income (net profit or loss before income taxes) that would have been earned or incurred.

"Finished Stock" shall mean stock manufactured by the Insured which in the ordinary course of the Insured's business is ready for packing, shipment and sale.

"Merchandise" shall mean goods kept for sale by the Insured which are not the product of manufacturing operations conducted by the Insured.

"Raw Stock" shall mean material in the state in which the Insured receives it for conversion into Finished Stock.

"Stock in Process" shall mean Raw Stock which has undergone any ageing, seasoning, mechanical or other process of manufacture at the Insured's premises but which has not become Finished Stock.

3. CONDITIONS

3.1 Direct Damage

No claim shall be payable under this Extension unless and until a claim has been paid or liability admitted by Underwriters, in respect of one or more of the Covered Causes of Loss (as specified in Schedule and in respect of which cover has been purchased by the Insured) and which Covered Cause(s) of Loss give rise to Business Interruption. This condition shall not apply where no claim payment has been made or liability admitted solely owing to the operation of a Deductible which excludes liability for losses below a specified amount.

3.2 Basis of Settlement

1. The amount of Income loss shall be determined based on:

- (a) the net income of the Operations before the direct physical loss or damage to Buildings and Contents occurred;
- (b) the likely net income of the Operations if no physical loss or damage had occurred, but not including any net income that would likely have been earned as a result of an increase in the value of business due to favourable business conditions caused by the impact of the Covered Causes of Loss on customers or on other business;
- (c) the operating expenses, including payroll expenses, necessary to resume Operations with the same operational capabilities that existed immediately before the direct physical loss or damage; and
- (d) other relevant sources of information including: the Insured's financial records and accounting procedures; bills, invoices and other vouchers; and deed, liens or contracts.

2. Resumption of Operations

If the Insured could reduce the loss under this Extension resulting from Business Interruption:

- (a) by complete or partial resumption of Operations, and/or

(b) by making use of Merchandise, Raw Stock, Stock in Process or Finished Stock, or any other property at the Insured Locations or elsewhere, and/or

(c) by using or increasing Operations elsewhere,

then such possible reduction(s) shall be taken into account in arriving at the amount of loss under this Extension.

If the Insured does not resume Operations, or does not resume Operations as quickly as possible, Underwriters' liability shall be limited to the length of time it would have taken for the Insured to resume Operations as quickly as possible.

3. Appraisal

If Underwriters and the Insured disagree on the amount of Income and/or operating expense or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser.

The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by the LCIA. The appraisers will state separately the amount of Income and operating expense of the amount or loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

(a) pay its chosen appraiser; and

(b) bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, Underwriters shall still retain the right to deny the claim.

3.3 Proof of Loss

The Insured shall give immediate written notice to Underwriters of any loss or damage under this Extension and shall protect the property from further damage that might result. Within 60 days following the date of physical loss or damage, the Insured shall render to Underwriters a proof of loss, signed and sworn by the Insured, stating the knowledge and belief of the Insured as to the following:

1. the time and origin of the property loss or damage causing the interruption of business;
2. the interest of the Insured and of all others in the business;
3. all other contracts of insurance, whether valid or not, covering in any manner the loss insured against by this policy;
4. any changes in the title, nature, location, encumbrance, possession of said business since the issuing of the Policy; and
5. by whom and for what purpose any building at which loss or damage has occurred and the several parts thereof were occupied at the time of loss or damage,

and shall furnish a copy of all the description and schedules in all policies, and the actual amount of business interruption value and loss claimed, accompanied by detailed exhibits of all values, costs and estimates upon which such amounts are based. The Insured shall exhibit to any person designated by Underwriters all that remains of any property insured under this Extension, shall submit to examination under oath by any person named by Underwriters, shall produce for examination all books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by Underwriters or its representatives and shall permit extracts and copies thereof to be made.

4. EXCLUSIONS

This Extension **DOES NOT INDEMNIFY AGAINST:**

4.1 Increase in loss or damage resulting directly or indirectly from interference at the Insured Locations, by strikers or other persons, with rebuilding, repairing or reinstating the property or with the resumption or continuation of Operations.

4.2 Increase in loss or damage caused directly or indirectly by suspension, lapse or cancellation or any lease, licence, contract, or order, unless such results directly from Business Interruption and then Underwriters shall be liable only for such loss as affects the Insured's Gross Earnings during and limited to the Policy Period.

4.3 Increase in loss or damage caused directly or indirectly by the enforcement of any ordinance or law regulating the use, reconstruction, repair or demolition of any property insured hereunder.

4.4 Loss of market or any other consequential loss or damage except as specifically insured herein.

4.5 Loss or damage as a result of physical or mental or bodily injury to any person.

4.6 Any loss or damage during any period in which goods would not have been produced, or Operations or services would not have been maintained, for any reason other than physical loss or physical damage of the type insured against to which this coverage applies.

4.7 Any loss or damage due to fines or damages for breach of contract or penalties of whatever nature.

4.8 Any loss or damage with respect to any additional time required for making change(s) to the buildings, structures, or equipment for any reason, nor any additional time required for re-staffing or retraining employees.

5. LIMITATIONS

5.1 In respect of loss or damage suffered under this Extension, Underwriters' maximum liability shall never be more than the Business Interruption Policy Limit (if applicable), or Policy Limit (if applicable) where this Policy Limit is a combined amount for losses arising from both physical loss or physical damage and Business Interruption, for any one Occurrence.

5.2 For the avoidance of doubt, where a Business Interruption Policy Limit applies to losses suffered under this Extension, it shall apply to the aggregate of all claims by all Insureds and in respect of all Insured Locations hereunder, and Underwriters shall have no liability in excess of the Business Interruption Policy Limit whether insured losses are sustained by all of the Insureds or any one or more of them or whether insured losses are sustained at any one or more of the Insured Locations. Where the parties to this insurance have agreed that the Policy Limit shall be a combined amount for losses arising from both physical loss or physical damage and Business Interruption, Clause 7.3 shall apply in respect of Underwriters' maximum liability for losses suffered under this Extension.

5.3 With respect to loss under this Extension resulting from damage to or destruction of film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing, the length of time for which Underwriters shall be liable hereunder shall not exceed:

1. Thirty (30) consecutive calendar days or the time required with exercised due diligence and dispatch to reproduce the data thereon from duplicates or from originals of the previous generation, whichever is less; or
2. the length of time that would be required to rebuild, repair or reinstate such property but not exceeding twelve (12) calendar months, whichever is the greater length of time.

SUBJECT OTHERWISE TO ALL THE TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS OF THE POLICY TO WHICH THIS EXTENSION IS ATTACHED.

DEFINITIONS

1. **INDEMNITY PERIOD**

The period beginning with the date of an Insured Event and ending not later than the Indemnity Period stated in the Risk Details during which the results of the business shall be affected in consequence of the Insured Event.

2. **TURNOVER**

The money paid or payable to the Insured for goods sold and delivered and for services rendered in the course of the business at the premises of the Insured.

3. **GROSS PROFIT**

The amount by which

a) the sum of the amount of the Turnover and the amounts of the closing stock and closing work in progress shall exceed

b) the sum of the amounts of the opening stock and opening work in progress and the amount of the Specified Working Expenses.

The amount of the opening and closing stocks and work in progress shall be arrived at in accordance with the Insured's normal accountancy methods, due provision being made for depreciation.

4. **SPECIFIED WORKING EXPENSES**

a) Purchases and discounts relative thereto.

b) Bad debts.

The words and expressions used in the definition of Specified Working Expenses shall have the meaning usually attached to them in the books and accounts of the Insured.

5. **RATE OF GROSS PROFIT**

The Rate of Gross Profit earned on the Turnover during the financial year immediately before the date of an Insured Event **

6. **ANNUAL TURNOVER**

The Turnover during the twelve months immediately before the date of an Insured Event **

7. **STANDARD TURNOVER**

The Turnover during the period in the twelve months immediately before the date of an Insured Event which corresponds with the Indemnity Period **

** to which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the date of the Insured Event or which would have affected the business had the Insured Event not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Insured Event would have been obtained during the relative period after the Insured Event.

8. **NORMAL**

The condition that would have existed had no loss occurred.

THIRD PARTY LIABILITY INSURANCE WORDING**A. SCHEDULE**

1.	Name of the Insured		
2.	Policy No.		
3.	GST Invoice no No Receipt/Collection No		
4.	NHPC Premium Details including as applicable		
5.	<i>Risk Coverage</i>		
6.	Period of Insurance		
7.	Address of Issuing Office		
8.	Financier		
9.	Sum Insured		
10.	Deductibles		
11.	Premium share		

PLACE:_____**DATE:**_____

B. POLICY WORDING

Insurance Contract

Please read the entire policy carefully. The terms and conditions of this insurance include the various sections of this insurance contract: Coverages; Investigation, Defence and Settlements; Supplementary Payments; Coverage Territory; Who Is An Insured; Limits Of Insurance; Exclusions; Conditions; and Definitions, as well as the Declarations, and any Endorsements and Schedules made a part of this insurance.

Throughout this insurance contract the words "you" and "your" refer to the Named Insured shown in the Declarations and other persons or organizations qualifying as a named insured under this insurance contract. The words "we," "us" and "our" refer to the company providing this insurance.

In addition to the named insured, other persons or organizations may qualify as insureds. Those persons or organizations and the conditions under which they qualify are identified in the Who Is An Insured section of this insurance contract.

Words and phrases that appear in bold print have special meanings and are defined in the Definitions section of this insurance contract.

Coverages

Bodily Injury And Property Damage Liability Coverage

- A. Subject to all of the terms and conditions of this insurance, we will pay damages that the insured becomes legally obligated to pay by reason of liability imposed by law for bodily injury or property damage caused by an occurrence to which this coverage applies.
- B. This coverage applies only to such bodily injury or property damage that occurs during the policy period.

Damages for bodily injury include damages claimed by a person or organisation for care, loss of services or death resulting at any time from the bodily injury.

We may at any time, at our discretion, pay the applicable Limit Of Insurance that remains available.

The most we will pay hereunder is fixed as set forth in the Limits Of Insurance section of this insurance contract.

Our obligations hereunder end when we have used up the applicable Limits Of Insurance.

Other than as provided under the Investigation, Defence and Settlements and Supplementary Payments sections of this insurance contract, we have no other obligation or liability to pay sums or perform acts or services under this coverage.

Investigation, Defence and Settlements

- A. Subject to all of the terms and conditions of this insurance, we, at our discretion, will have the right, but no obligation, to defend the insured. We may, at our discretion, require you to defend the insured. If we require you to defend the insured, then you must select and retain the lawyer to represent the insured:
- from a list of lawyers supplied to you by us; or
 - with our prior written consent.

We are entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding, except when the proceeding is between us and the insured.

B. If a suit is brought, we will pay reasonable legal fees and necessary litigation expenses, that are claim adjustment expenses, to defend the insured.

C. We may, at our discretion, investigate any circumstance and make any settlement, regardless of whether any claim has been made or suit has been brought.

The most we will pay hereunder is fixed as set forth in the Limits Of Insurance section of this insurance contract.

Our obligations hereunder end when we have used up the applicable Limits Of Insurance.

Supplementary Payments

Subject to all of the terms and conditions of this insurance, we will pay, with respect to a claim or suit to which this insurance applies:

A. Claim adjustment expenses.

B. reasonable expenses (other than claim adjustment expenses) incurred by the insured at our request to assist us in the investigation or defence of such claim or suit, including actual loss of earnings up to Indian Rupees 5000 a day because of time off from work.

C. interest on the full amount of a judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit Of Insurance.

Supplementary Payments does not include any fine or other penalty.

The most we will pay hereunder is fixed as set forth in the Limits Of Insurance section of this insurance contract.

Our obligations hereunder end when we have used up the applicable Limits Of Insurance.

Coverage Territory

Subject to all of the terms and conditions of this insurance, this insurance

- applies only to injury or damage that takes place in India.
- does not apply to any damages, loss, cost or expense in connection with any suit brought outside India.

Who Is An Insured

Sole Proprietorships

If you are an individual, then you and your spouse are insureds; but you and your spouse are insureds only with respect to the conduct of a business of which you are the sole owner.

If you die:

- persons or organisations having proper temporary custody of your property are insureds; but they are insureds only with respect to the maintenance or use of such property and only for acts until your legal representative has been appointed; and
- your legal representatives are insureds; but they are insureds only with respect to their duties as your legal representatives. Such legal representatives will assume your rights and duties under this insurance.

Partnerships, Joint Ventures Or Unincorporated Organisations

If you are a partnership established in accordance with the laws prevailing in India, a joint venture established in accordance with the laws prevailing in India or an unincorporated

organisation, including but not limited to an association of persons or a private trust functioning in accordance with the laws prevailing in India, then you are an insured. Your partners and their spouses in the case of a partnership; joint venture partners and their spouses in the case of a joint venture; principal office bearers and their spouses in the case of an unincorporated organisation are insureds; but they are insureds only with respect to the conduct of your business.

Other Organisations

If you are an organisation other than a partnership, joint venture or unincorporated organisation, then you are an insured. Your directors and officers are insureds; but they are insureds only with respect to their duties as your directors or officers. Your stockholders and their spouses are insureds; but they are insureds only with respect to their liability as your stockholders.

Employees

Your employees are insureds; but they are insureds only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, no employee is an insured for:

A. any injury:

1. to you, to any of your directors, members, officers or partners (whether or not an employee) or to any co-employee while such injured person is either:
 - in the course of his or her employment; or
 - while performing duties related to the conduct of your business;
2. to the brother, child, parent, sister or spouse of such injured person as a consequence of any injury described in subparagraph A.1. above; or
3. for which there is any obligation to share damages with or repay someone else who must pay damages because of any injury described in subparagraphs A.1. or A.2. above.

B. property damage to any property owned, occupied or used by you or by any of your directors, members, officers or partners (whether or not an employee) or by any of your employees.

Subsidiary Or Newly Acquired Or Formed Organisations

If there is no other insurance available, the following organisations will qualify as named insureds:

- A. an India incorporated or registered subsidiary organisation of the first named insured shown in the Declarations of which, at the beginning of the policy period and at the time of loss, such first named insured controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organisation; or
- B. an India incorporated or registered subsidiary organisation of the first named insured shown in the Declarations that such first named insured acquires or forms during the policy period, if at the time of loss such first named insured controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organisation. However, unless we agree to extend coverage for an additional period (in accordance with the provisions of paragraph C. under Limitations On Who Is An Insured), coverage under this provision is afforded only for injury or damage that did not occur later than:
 - 30 days after such acquisition or formation is executed; or
 - the end of the policy period;whichever comes first.

Limitations On Who Is An Insured

- A. Except to the extent provided under the Subsidiary Or Newly Acquired Or Formed Organisations provision above, no person or organisation is an insured with respect to the conduct of any person or organisation that is not shown as a named insured in the Declarations.
- B. No person or organisation is an insured with respect to the:
1. ownership, maintenance or use of any assets; or
 2. conduct of any person or organisation whose assets, business or organisation; you acquire, either directly or indirectly, for any injury or damage that occurred, in whole or in part, before such acquisition is executed.
- C. No person or organisation is an insured with respect to the:
1. ownership, maintenance or use of any assets you acquire;
 2. conduct of any person or organisation whose assets, business or organisation you acquire; or
 3. conduct of any organisation you form;
during the policy period, either directly or indirectly, for any injury or damage that occurs later than:
 - 30 days after such acquisition or formation is executed; or
 - the end of the policy period;whichever comes first, unless:
 - you give us written notice describing the acquisition or formation for which you are requesting an extension of coverage for an additional period;
 - we agree to issue an endorsement to extend coverage for an additional period (up to the end of the policy period) in connection with the acquisition or formation, in accordance with the terms, conditions and additional premiums determined by us; and
 - you accept such terms and conditions and pay such premiums promptly when due.
- D. No person or organisation is an insured with respect to the conduct of any organisation:
1. that is incorporated or registered outside India; or
 2. if, at the time of loss, the securities of such organisation are, in whole or in part, listed or quoted on any investment or stock exchange outside India.

Limits Of Insurance

The Limits Of Insurance shown in the Declarations and the rules below fix the most we will pay, regardless of the number of:

- insureds;
- claims made or suits brought; or
- persons or organisations making claims or bringing suits.

The Limits Of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

General Aggregate Limit

Subject to the Each Occurrence Limit, the General Aggregate Limit is the most we will pay for the sum of damages for bodily injury and property damage, except damages included in the products-completed operations hazard.

Products-Completed Operations Aggregate Limit

Subject to the Each Occurrence Limit, the Products-Completed Operations Aggregate Limit is the most we will pay for the sum of damages for bodily injury and property damage included in the products-completed operations hazard.

Each Occurrence Limit

The Each Occurrence Limit is the most we will pay for the sum of damages for bodily injury and property damage arising out of any one occurrence.

Any such sums we pay will reduce the amount of the applicable aggregate limit available for any other payment.

If the applicable aggregate limit has been reduced to an amount that is less than the Each Occurrence Limit, the remaining amount of such aggregate limit is the most that will be available for any other payment.

Payments That Reduce The Limits Of Insurance

Any damages we pay will reduce the Limits Of Insurance.

Payments we make under the Investigation, Defence And Settlements and Supplementary Payments sections of this insurance contract will not reduce the Limits Of Insurance.

Exclusions

Aircraft, Motor Vehicles Or Watercraft

The use of the words damages, loss, cost or expense in any exclusion does not expand any coverage(s) under this insurance contract.

This insurance does not apply to bodily injury or property damage arising out of the ownership, maintenance, use (use includes operation and loading or unloading) or entrustment to others of any:

- aircraft;
- motor vehicle; or
- watercraft;

owned or operated by or loaned or rented to any insured.

This exclusion does not apply to:

- a watercraft while ashore on premises owned by or rented to you; or
- the parking of a motor vehicle on premises owned by or rented to you, provided the motor vehicle is not owned by or loaned or rented to you or the insured.

Aircraft Products

This insurance does not apply to any damages, loss, cost or expense arising out of any aircraft product or any missile or spacecraft, including any:

- article, equipment, material, part or spare part installed or otherwise incorporated in, on or under any aircraft, missile or spacecraft, or furnished or used in connection therewith;
- air or space communication, guidance or navigation system;
- ground control, handling or support equipment or tools furnished or used in connection therewith;
- equipment or tools furnished or used in connection with manufacturing, repairing or servicing any of the foregoing;
- blueprints, designs, drawings, information, instructions, manuals, maps, opinions, reports, representations, software, specifications, surveys, training aids, warnings or warranties or engineering or other data furnished or used in connection with any of the foregoing; or
- engineering or other advice, instruction, labor or service relating to any of the foregoing.

Asbestos

- A. This insurance does not apply to any damages, loss, cost or expense arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of asbestos.

- B. This insurance does not apply to any damages, loss, cost or expense arising out of any:

1. demand, order, request or regulatory or statutory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of asbestos; or
2. claim or proceeding by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of asbestos.

Biological Agents

A. This insurance does not apply to any damages, loss, cost or expense arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of biological agents.

B. This insurance does not apply to any damages, loss, cost or expense arising out of any:

1. demand, order, request or regulatory or statutory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of biological agents; or
2. claim or proceeding by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of biological agents.

Contracts

This insurance does not apply to bodily injury or property damage for which the insured is obligated to pay damages by reason of assumption of liability in a contract or agreement.

This exclusion does not apply to the liability for damages that such insured would have in the absence of such contract or agreement.

Damage To Alienated Premises

This insurance does not apply to property damage to any premises you sell, Give away or abandon, if the property damage arises out of any part of those premises.

Damage To Owned Property

This insurance does not apply to property damage to any property owned by you.

Damage To Various Property Of Others (Care, Control Or Custody)

This insurance does not apply to property damage to any:

- personal property loaned or rented to you;
- property held by you or on your behalf for sale or entrusted to you for safekeeping or storage;
- property on your premises for purposes of performing operations on such property by you or on your behalf;
- tools or equipment used by you or on your behalf in performing operations; or
- property in your care, control or custody that will be erected, installed or used in construction operations by you or on your behalf.

Damage To Your Product

This insurance does not apply to property damage to your product arising out of it or any part of it.

Employer's Liability

A. This insurance does not apply to bodily injury to an employee of the insured arising out of and in the course of:

1. employment by the insured; or
2. performing duties related to the conduct of the insured's business.

B. This insurance does not apply to bodily injury to the brother, child, parent, sister or spouse of such employee as a consequence of any injury described in paragraph A above.

Paragraphs A and B above apply:

- whether the insured may be liable as an employer or in any other capacity; and
- to any obligation to share damages with or repay someone else who must pay damages because of any injury described in paragraphs A or B above.

Employment- Related Practices

A. This insurance does not apply to any damages, loss, cost or expense sustained at any time by any person, whether or not sustained in the course of employment by any insured, arising out of any employment-related act, omission, policy, practice or representation directed at such person, occurring in whole or in part at any time, including any:

1. arrest, detention or imprisonment;
2. breach of any express or implied covenant;
3. coercion, criticism, humiliation, prosecution or retaliation;
4. defamation or disparagement;
5. demotion, discipline, evaluation or reassignment;
6. discrimination, harassment or segregation;
7. a. eviction; or
b. invasion or other violation of any right of occupancy;
8. failure or refusal to advance, compensate, employ, promote or make statutory payments or other contributions;
9. invasion or other violation of any right of privacy or publicity;
10. termination of employment or change in terms or conditions of service; or
11. other employment-related act, omission, policy, practice, representation or relationship in connection with any insured at any time.

B. This insurance does not apply to any damages, loss, cost or expense sustained at any time by the brother, child, parent, sister or spouse of such person at whom any employment-related act, omission, policy, practice or representation is directed, as described in paragraph A above, as a consequence thereof.

Paragraphs A. and B. apply:

- whether the insured may be liable as an employer or in any other capacity; and
- to any obligation to share damages with or repay someone else who must pay damages because of any of the foregoing.

Enhancement, Maintenance Or Prevention Expenses

This insurance does not apply to any loss, cost or expense incurred by you or others for any:

- A. enhancement or maintenance of any property; or
- B. prevention of any injury or damage to any:

1. person or organisation; or
2. property you own, rent or occupy.

Expected Or Intended Bodily Injury Or Property Damage

This insurance does not apply to bodily injury or property damage arising out of an act that:

- is intended by the insured; or
- that would be expected from the standpoint of a reasonable person in the circumstances of the insured; to cause bodily injury or property damage, even if the actual bodily injury or property damage is of a different degree or type than intended or expected. This exclusion does not apply to bodily injury or property damage resulting from the use of reasonable force to protect persons or tangible property.

Intellectual Property Laws Or Rights

This insurance does not apply to any actual or alleged bodily injury or property damage arising out of, giving rise to or in any way related to any actual or alleged:

- assertion; or
- infringement or violation;

by any person or organisation (including any insured) of any intellectual property law or right, regardless of whether this insurance would otherwise apply to all or part of any such actual or alleged injury or damage in the absence of any such actual or alleged assertion, infringement or violation.

Mobile Equipment Transportation

This insurance does not apply to bodily injury or property damage arising out of the transportation of mobile equipment by a motor vehicle owned or operated by or loaned or rented to any insured.

Multiplied Or Punitive Damages, Or Penalties

This insurance does not apply to any:

- exemplary or punitive damages;
- fine or other penalty; or
- multiple portion of any multiplied damages award.

Nuclear Energy

This insurance does not apply to any damages, loss, cost or expense arising out of any:

- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Pollution

- A. This insurance does not apply to any damages, loss, cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants.
- B. This insurance does not apply to any damages, loss, cost or expense arising out of any:
1. demand, order, request or regulatory or statutory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
 2. claim or proceeding by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

Paragraphs A. and B. above apply regardless of whether or not the pollution was accidental, expected, gradual, intended, preventable or sudden.

Professional Liability

This insurance does not apply to any damages, loss, cost or expense arising out of the rendering of or failing to render professional service or advice, whether or not that service or advice is ordinary to the insured's profession, regardless of whether a claim or suit is brought by a client or any other person or organisation.

Progressions Of Known Bodily Injury Or Property Damage

This insurance does not apply to bodily injury or property damage that is a change, continuation or resumption of any injury or damage deemed known, before the beginning of the policy period, to have occurred.

Recall Of Products

This insurance does not apply to any damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of your product or any property of which such product forms

a part, if such product or property is withdrawn or recalled from the market or from use by any person or organisation because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Terrorism

This insurance does not apply to any damages, loss, cost or expense arising out of any act of terrorism.

For the purpose of this insurance, 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 purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This insurance also excludes any damages, loss, cost or expense arising out of any action in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If we allege that, by reason of this exclusion, any damages, loss, cost or expense is not covered by this insurance, then the burden of proving the contrary shall be upon you.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall continue to apply.

Tobacco

This insurance does not apply to:

- any damages, loss, cost or expense arising out of the actual or alleged emergence, contraction, aggravation or exacerbation of any form of cancer, carcinoma, cancerous or precancerous condition, arteriosclerosis, heart disease or any other injury, sickness, disease or condition of the human body as a result of the consumption or use of or exposure to the consumption or use of any tobacco product.
- the investigation or defense of any claim made, suit brought or proceeding instituted against any insured; any cost, fine or penalty; or any other expenses for loss related to any of the above.

Unapproved Goods Or Products

This insurance does not apply to any damages, loss, cost or expense arising out of the actual, alleged or threatened hazardous properties of goods or products:

- A. declared unsafe by any governmental or regulatory authority on the basis of such hazardous properties, regardless of whether such goods or products were declared unsafe before or after:
 - 1. the goods or products were disposed of, distributed, handled, manufactured or sold; or
 - 2. such damages were incurred; or
- B. disposed of, distributed, handled, manufactured or sold without approval by the applicable governmental or regulatory authority.

Subparagraph A above does not apply to your product, to which this insurance applies, if such product was disposed of, distributed, handled, manufactured and sold before it was declared unsafe, provided it was not declared unsafe before the beginning of the policy period.

War

This insurance does not apply to any damages, loss, cost or expense arising, directly or indirectly, out of:

- war, including undeclared or civil war;

- warlike action by a military force, including any action in hindering or defending against any actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - insurrection, rebellion, revolution or usurped power, including any action by any governmental authority in hindering or defending against any of these;
- regardless of whether this insurance would otherwise apply to all or part of any such damages, loss, cost or expense in the absence of any of the foregoing.

Workers' Compensation Or Similar Laws

This insurance does not apply to any obligation of the insured under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

Conditions

Audit Of Books And Records

We may audit your books and records as they relate to this insurance at any time during the term of this insurance and up to 3 years afterwards.

Cancellation

The first named insured may cancel this insurance or any of its individual coverages at any time by sending us a written request or by returning the policy and stating when thereafter cancellation is to take effect.

We may cancel this insurance or any of its individual coverages at any time by sending to the first named insured a notice 60 days (10 days in the event of non- payment of premium) in advance of the cancellation date. Our notice of cancellation will be mailed to the first named insured's last known address, and will indicate the date on which coverage is terminated. If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

The earned premium will be computed on a pro rata basis. Any unearned premium will be returned as soon as practicable.

Changes

This insurance can only be changed by a written endorsement that becomes part of this insurance. The endorsement must be signed by one of our authorised representatives.

Compliance By Insureds

We have no duty to provide coverage under this insurance unless you and any other involved insured have fully complied with all of the terms and conditions of this insurance.

Compliance With Applicable Trade Sanction Laws

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

Conformance

In the event any term or condition of this insurance is found to be invalid, illegal or unenforceable, in whole or in part, such term or condition or part thereof shall be deemed not to apply to this insurance. However, the validity, legality and enforceability of all other terms and conditions remains unchanged.

Currency

All premiums, limits, deductibles, retentions, loss and other amounts under this insurance contract are deemed to be expressed and payable in Indian Rupees currency. If judgment is rendered, settlement is denominated or another element of loss is expressed in currency other than Indian Rupees, then the payment under this insurance shall be made in Indian Rupees at the mid rate of exchange published in the Asian Wall Street Journal (or, if it has ceased to be in publication, a similar business publication) on the date that the final judgment is rendered, the amount of the settlement is agreed upon or the other element of loss is due, respectively.

Duties In The Event Of Claim, Suit Or Other Loss Circumstance

- A. As a condition precedent to our obligations under this insurance, there must be strict conformance with all of the requirements specified below, regardless of whether or not we are prejudiced by failure of those requirements to be met.
- B. You must see to it that we and any other insurers are notified as soon as practicable of any circumstance that may result in a claim, if the claim may involve us or such other insurers. To the extent possible, notice should include:
 - 1. how, when and where the circumstance happened;
 - 2. the names and addresses of any injured persons and witnesses; and
 - 3. the nature and location of any injury or damage arising out of the circumstance.Notice of a circumstance is not notice of a claim.
- C. If a claim is made or suit is brought against any insured, you must:
 - 1. immediately record the specifics of the claim or suit and the date received;
 - 2. notify us and other insurers as soon as practicable; and
 - 3. see to it that we receive written notice of the claim or suit as soon as practicable.
- D. You and any other involved insured must:
 - 1. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
 - 2. authorise us to obtain records and other information;
 - 3. cooperate with us and other insurers in the:
 - a. investigation or settlement of the claim; or
 - b. defence against the suit;
 - 4. allow us all reasonable access to your premises, records and other information; and
 - 5. assist us, upon our request, in the enforcement of any right against any person or organisation that may be liable to the insured because of loss to which this insurance may also apply.
- E. No insured may make any admission in respect of, nor offer to settle, any claim or suit without our prior written consent.
- F. No insured will, except at that insured's own cost, make any payment, assume any obligation or incur any expense without our prior written consent.
- G. Notice to us under this insurance shall be given in writing addressed to:
 - Notice of Claim
 - Claim Department Manager
 - At the address of the Company shown in the Declarations
 - All other Notices
 - Underwriting Manager
 - At the address of the Company shown in the Declarations

First Named Insured

The person or organisation first named in the Declarations is primarily responsible for payment of all premiums. The first named insured will act on behalf of all other insureds for the giving and receiving of notice of cancellation or nonrenewal and the receiving of any return premiums that become payable under this insurance.

Grievances

Any person who has a grievance against us, may himself or through his legal heirs make a complaint in writing to the Insurance Ombudsman in accordance with the procedure contained in The Indian Redressal of Public Grievance Rules, 1998 (Ombudsman Rules). Proviso to Rule 16(2) of the Ombudsman Rules, however, limits compensation that may be awarded by the Ombudsman, to the lower of compensation necessary to cover the loss or

damage suffered by you as a direct consequence of the insured peril or Rs. 20 lakhs (Indian Rupees Twenty Lakhs Only) inclusive of ex-gratia and other expenses. A copy of the said Rules shall be made available by us upon prior written request by you.

Inspections And Surveys

We have the right but are not obligated to:

- make inspections and surveys at any time;
- give you reports on the conditions we find; and
- recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We also do not warrant that conditions:

- are safe or healthful; or
- comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organizations which make insurance inspections, surveys, reports or recommendations that are used by us to determine insurability and the premiums to be charged.

Legal Action Against us

No person or organisation has a right under this insurance to:

- join us as a party or otherwise bring us into a suit seeking damages from an insured; or
- sue us on this insurance unless all of the terms and conditions of this insurance have been fully complied with.

A person or organisation may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual:

- trial in a civil proceeding; or
- arbitration or other alternative dispute resolution proceeding;

but we will not be liable for any damages, loss, cost or expense not payable under the terms and conditions of this insurance or in excess of the applicable Limits Of Insurance.

The terms and conditions of this insurance shall be governed by and construed in accordance with the laws of India. If any person or organisation sues us on this insurance or as a result of a dispute arising out of, in connection with or relating to this insurance, then such legal proceeding against us must be brought in and determined exclusively in the courts of India.

Other Insurance

If other valid and collectible insurance is available to the insured for loss we would otherwise cover under this insurance, our obligations are limited as follows.

➤ *Excess Insurance*

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:

- provided to you by any person or organisation working under contract or agreement for you.
- under which you are included as an insured.

We will pay only our share of the amount of loss, if any, that exceeds the sum of the total:

- amount that all other insurance would pay for loss in the absence of this insurance; and
- of all deductible and self-insured amounts under all other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not negotiated specifically to apply in excess of the Limits Of Insurance shown in the Declarations of this insurance.

➤ Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this method each contributes equal amounts until it has paid its applicable limits or none of the loss remains, whichever comes first.

If any of the other insurance or any bond does not permit contribution by equal shares, we will contribute by limits. Under this method, each party's share is based on the ratio of its applicable limits to the total applicable limits of all.

➤ *Non Accumulation Of Limits Of Insurance*

If this insurance contract is one of several insurance contracts issued by us or other member companies of the Chubb Group of Insurance Companies to you, and/or your subsidiary organisations, any claim or suit which could be covered under two or more insurance contracts will be subject to the limits of insurance under the insurance contract with the highest applicable limit of insurance or, if the limits are the same, under the limits of insurance of one insurance contract.

Premium

Premiums shown in the Premium Summary as a deposit premium shall be credited to the amount of the earned premium due at the end of the policy period. At the end of the policy period, or any part of the policy period which ends with the termination of the policy, the earned premium shall be calculated for such period and, upon notice to the named insured, shall become due and payable. If the total earned premium is less than the premium previously paid we will return to you the difference, provided that the adjusted premium is not less than the minimum premium indicated in the Premium Summary.

You shall keep records of such information as is necessary for premium calculation and shall send copies of such records to us at the end of the policy period or during the policy period as we may request.

Representations

By accepting this insurance, you agree that:

A. the representations and statements contained in any application:

1. are accurate and complete;
2. were made to induce our reliance upon them;
3. were made on behalf of all insureds;
4. are material to our decision to provide coverage; and
5. are considered as incorporated in and constituting part of this insurance.

B. we have issued this insurance in reliance upon such representations and statements. In the event any application or any part thereof contains misrepresentations or fails to state facts which affect:

1. our acceptance of the risk;
 2. the risk assumed by us;
 3. the terms or conditions of the insurance we offered; or
 4. the premium we charged;
- we will not pay any damages, loss, cost or expense in connection therewith.

C. this insurance shall be void:

1. if you have misrepresented or failed to disclose any material fact or circumstance, whether fraudulently or otherwise; or

2. in case of any fraud, attempted fraud or false swearing on your part concerning this insurance or its subject matter whether before or after loss.

Separation Of Insureds

Except with respect to the Limits Of Insurance, and any rights or duties specifically assigned in this insurance to the first named insured, this insurance applies:

- as if each named insured were the only named insured; and
- separately to each insured against whom claim is made or suit is brought.

Titles Of Paragraphs

The titles of the various paragraphs of this policy and endorsements, if any, attached to this policy are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provisions to which they relate.

Transfer Of Rights And Duties

Your rights and duties under this insurance may not be transferred without our written consent.

Transfer Of Rights Of Recovery Against Others

The insured's rights to recover all or part of any payment made under this Insurance are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

Definitions

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS INSURANCE CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Agreed Settlement

Agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

Application

Application means any application for coverage and other information submitted to us by you or by any person or organisation on behalf of any insured or any other party to this insurance contract in applying for this insurance.

Asbestos

Asbestos means asbestos in any form, including its presence or use in any alloy, by- product, compound or other material or waste. Waste includes material to be recycled, reconditioned or reclaimed.

Biological Agents

Biological agents means any:

- A. 1. bacteria;
- 2. mildew, mold or other fungi;
- 3. other microorganisms; or
- 4. mycotoxins, spores or other by-products of any of the foregoing;
- B. viruses or other pathogens (whether or not a microorganism); or
- C. colony or group of any of the foregoing.

Bodily Injury

Bodily injury means physical:

- injury;
- sickness; or

- disease;

sustained by a person, including resulting death, humiliation, mental anguish, mental injury or shock at any time. All such loss shall be deemed to occur at the time of the physical injury, sickness or disease that caused it.

Claim Adjustment Expenses

A. means:

1. reasonable legal and paralegal fees and salaries (including those of lawyers and paralegals who are our employees).
2. reasonable expenses relating to a suit to which this insurance applies, including the cost of expert witnesses, transcripts, court reporters, research reports and depositions.
3. the cost of:
 - a. bail bonds; or
 - b. amounts that may be ordered to be deposited to:
 - i. appeal judgements; or
 - ii. release attachments;
 but only for:
 - amounts that may be ordered to be deposited in connection with a suit to which this insurance applies; and
 - amounts that may be ordered to be deposited that fall within the available Limits Of Insurance.
 We do not have to furnish or deposit these amounts that may be required to be deposited by the insured.
4. costs taxed against the insured in a suit to which this insurance applies.
5. the reasonable cost and expense of any investigation that we undertake at our discretion after receiving notice from you or any other person or organisation, regardless of whether such notice constitutes a claim or suit.
6. other reasonable expenses that we allocate to a specific claim or suit.

B. does not include:

1.
 - a. any legal fees or litigation expenses; or
 - b. any other loss, cost or expense;
 in connection with any injunction or other equitable relief.
2. any fine or other penalty.
3. the salaries or expenses of our employees (other than those described in subparagraph A.1. above) or any salaries or expenses of any insured's employees or directors, members, officers, partners or workers (whether or not an employee).

Deemed Known

Deemed known means known by, or that should have been known from the standpoint of a reasonable person in the circumstances of:

- you; or
- any of your directors, members, officers or partners (whether or not an employee). Officer will be deemed to include an officer's designee.

Such injury, damage, claim, suit or circumstance, as applicable, will be deemed known at the earliest time when any such person described above:

- A. reports all, or any part, of the injury, damage, claim, suit or circumstance to us or any other insurer;
- B. receives a claim for damages in connection with the injury, damage or circumstance; or
- C. becomes aware:

1. that the injury or damage has occurred or has begun to occur; or
2. of any actual, alleged or threatened injury, damage, claim or suit in connection with the circumstance.

India

India means the Republic of India.

Insured

Insured means a person or an organisation qualifying as an insured in the Who is An Insured section of this insurance contract.

Intellectual Property Law Or Right

Intellectual property law or right means any:

- certification mark, copyright, patent or trademark (including collective or service marks);
- right to, or judicial or statutory law recognizing an interest in, any trade secret or confidential or proprietary non-personal information;
- other right to, or judicial or statutory law recognizing an interest in, any expression, idea, likeness, name, slogan, style of doing business, symbol, title, trade dress or other intellectual property; or
- other judicial or statutory law concerning piracy, unfair competition or other similar practices.

Loading Or Unloading

Loading or unloading:

A. means the handling of property:

1. after it is moved from the place where it is accepted for movement into or onto an aircraft, motor vehicle or watercraft;
2. while it is in or on an aircraft, motor vehicle or watercraft; or
3. while it is being moved from an aircraft, motor vehicle or watercraft to the place where it is finally delivered.

B. does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, motor vehicle or watercraft.

Mobile Equipment

Mobile equipment means any of the following types of land vehicles, including any attached machinery or equipment:

- A. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- B. vehicles maintained for use solely on premises owned by or rented to you;
- C. vehicles that travel on crawler treads;
- D. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 1. power cranes, shovels, loaders, diggers or drills; or
 2. road construction or resurfacing equipment such as graders, scrapers or rollers;
- E. vehicles not described in subparagraphs A., B., C. or D. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 1. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 2. cherry pickers and similar devices used to raise or lower workers; and
- F. vehicles not described in subparagraphs A., B., C. or D. above maintained primarily for purposes other than the transportation of persons or cargo.

Mobile equipment does not include self-propelled vehicles with the following types of permanently attached equipment, and such vehicles will be considered motor vehicles:

A. equipment designed primarily for:

1. snow removal;
2. road maintenance, but not construction or resurfacing; or
3. street cleaning;

B. cherry pickers and similar devices mounted on motor vehicle chassis and used to raise or lower workers;

C. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; and

Mobile equipment also does not include any land vehicle that is subject to the Indian Motor Vehicles Act, 1988 and the rules framed thereunder or any other compulsory or financial responsibility law or other motor vehicle insurance law.

Motor Vehicle

Motor vehicle:

A. means:

1. a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
2. any other land vehicle that is subject to the Indian Motor Vehicles Act, 1988 and the rules framed thereunder or any other compulsory or financial responsibility law or other motor vehicle insurance law.

B. does not include mobile equipment.

Occurrence

Occurrence means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

Officer

Officer means a person holding any of the officer positions created by an organisation's charter, constitution, articles of association, by-laws or any other similar governing document or any similar positions within an organisation.

Pollutants

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed. Pollutants shall also mean a hazardous substance as defined under the Indian Public Liability Insurance Act, 1991 or any statutory amendments made thereto or modification thereof, or any other similar law for the time being in force.

Products-Completed Operations Hazard

Products-completed operations hazard:

A. includes all bodily injury and property damage taking place away from premises owned or occupied by or loaned or rented to you and arising out of your product, except:

1. products that are still in your physical possession; or
2. work or operations that have not yet been completed or abandoned. Work or operations will be deemed completed when:
 - all of the work or operations called for in your contract or agreement have been completed.
 - all of the work or operations to be performed at the site have been completed, if your contract or agreement calls for work at more than one site.
 - that part of the work or operations completed at a site has been put to its intended use by any person or organisation other than another contractor or subcontractor working on the same project.

Work or operations that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

B. does not include bodily injury or property damage arising out of:

1. the transportation of property, unless the injury or damage results from a condition in or on a vehicle not owned or operated by or loaned or rented to you and that condition was created by the loading or unloading of that vehicle by any insured; or
2. the existence of tools, uninstalled equipment or abandoned or unused materials.

Property Damage

Property damage means physical injury to tangible property, including resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it.

Tangible property does not include not include any software, data or other information that is in electronic form.

Suit

Suit means a civil proceeding in which damages, to which this insurance applies, are sought. Suit includes an arbitration or other dispute resolution proceeding in which such damages are sought and to which the insured must submit or does submit with our consent.

Tobacco Product

Tobacco product means:

- raw or cured tobacco;
- cigars;
- cigar wrappers;
- cigar filters;
- pipe tobacco;
- snuff or chewing tobacco;
- smokeless tobacco products;
- cigarettes;
- cigarette paper;
- cigarette filters;
- tobacco smoke or other gaseous or solid residues or by-products of tobacco use or consumption; or
- any chemical, mineral or other product sprayed on, applied to or customarily found within or used in conjunction with any tobacco product.

Your Product

Your product:

A. means any:

1. goods or products (other than real property) manufactured, sold, handled, distributed or disposed of by:
 - you;
 - others trading under your name; or
 - a person or organisation whose assets or business you have acquired;
2. containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products;
3. work or operations performed by:
 - a. you or on your behalf; or
 - b. a person or organisation whose assets or business you have acquired; and

4. materials, parts or equipment furnished in connection with the work or operations described in subparagraph A. 3. above.

B. includes:

1. representations or warranties made at any time with respect to the durability, fitness, performance, quality or use of your product; and

2. the providing of or failure to provide instructions or warnings.

C. does not include vending machines or other property loaned or rented to or located for the use of others but not sold.

SECTION – VI

BID PROPOSAL SHEETS

SECTION- VI

BID PROPOSAL SHEET

1.0 BID PROPOSAL SHEET – TECHNICAL AND COMMERCIAL BID

- I Technical & Commercial Bid Form (Format -1)
- II Deleted
- III Technical Deviations/Exception if any (Format -3)
- IV Bidder declaration (Format - 4)
- V Undertaking (Format - 5)
- VI Integrity Pact (as per ITB)

2.0 BID PROPOSAL SHEET - PRICE BID

- I Price Bid Submission Form
- II Price Schedule

**SUB.:PROPOSAL FOR COMPREHENSIVE MEGA RISK INCLUDING TERRORISM
AND THIRD PARTY LIABILITY POLICY FOR NHPC HYDRO POWER
STATIONS**

To.

Dear Sirs,

1.0 We hereby propose to provide the Mega Risk Policy including Terrorism & Third Party Liability Policy for NHPC Power Stations as outlined in your bidding document.

We have understood the instructions and the terms and conditions mentioned in the bidding documents furnished by you and have thoroughly examined the detailed scope of coverage along with add on covers/Extensions and Exclusions with other features laid down by you and are fully aware of nature and scope of coverage required.

We hereby confirm our unconditional and complete acceptance and compliance to the provisions and terms and conditions and scope of coverage contained in the bidding documents. We declare that the Insurance Coverage and Services will be rendered strictly in accordance with the requirement.

We hereby furnish our Technical & Commercial Bid comprising of:

- i) Technical & Commercial Bid Submission Form (Format - 1)
- ii) Organization Profile
- iii) Deleted
- iv) Technical Deviations/ Exception if any (Format - 3)
- v) Bidder Declaration (Format – 4)
- vi) Undertaking (Format – 5)
- vii) Integrity Pact (as per ITB)

2.0 Our Price Bids is being submitted as per the requirement of bidding documents.

3.0 We have indicated the prices of withdrawal of deviations/exceptions taken by us in the Schedule of our Price Bid.

4.0 Our Bid Proposal shall remain valid for acceptance for a period of 60 Days from the date of opening of the 'Technical & Commercial Bid ' by NHPC.

5.0 Shri shall act as dedicated representative to interact and deal with NHPC throughout the finalization, implementation and claims settlement process with reference to Mega Risk Policy.

Date.....

Signature.....

Place.....

Name.....

Designation.....

Seal.....

TECHNICAL AND COMMERCIAL BID SUBMISSION FORM

SUB: Technical and Commercial Bid for Mega Risk Policy including Terrorism & Third Party Liability Policy for NHPC Hydro Power Stations

Bid Ref No. and Date	
Bidder's Name and Address	
Person to be Contacted - Name & Designation	
Telephone No.	
FAX No./ E-Mail	

FORMAT-2**FORMAT FOR SUBMISSION OF INFORMATION/DOCUMENTS
(ON THE LETTER HEAD OF THE COMPANY)**

Date:

GM _____ (Contract-Civil)

NHPC Ltd.

Dear Sir

Re: Tender for formation of consortium of insurance companies for insuring the assets of NHPC Power Stations and Parbati-II HE Project- under Mega Risk Insurance Policy-01.04.2025 to 31.03.2026.

We are in receipt of your Tender No _____ and it is certified that we have studied and understood all the terms and conditions of the Tender for formation of consortium of insurance companies for insuring the assets of NHPC Power Stations and Parbati-II HE Project under Mega Risk Insurance Policy 01.04.2025 to 31.03.2026 and agree to abide by the same unconditionally. Further we wish to submit the documents in support of the technical parameter as stipulated in Format.....of Tender. Following are the list of documents attached

S.No	Parameter	An nex No	Page No	Remarks
1	Signed Tender Document & Addendum			Signed copy of each Page of Tender Document and Addendum
2	Valid Power of Attorney			The Bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The notarized power of attorney of the signatory of the Bid to commit the Bidder with authority of the executant to execute the same (by the way of Board Resolution, Article/ Memorandum of Association etc.) shall be furnished with the bid.

3	Signed Integrity Pact Agreement			
4	Signed No Deviation Statement			
5	Letter of Confirmation for taking lead up to 100% if provided*			
6	Confirmation of Compliance of Tender Conditions			
7	Registration Certificate from IRDA			
8	Supporting Documents for Technical Evaluation Criteria			
9	Certificate Duly Signed by Practicing Chartered Accountant certifying the correctness of parameter mentioned in Special Condition of Contracts.			

*This point is only in respect of Private Companies participating in NHPC insurance program. Public Sector Insurance Companies have to give "N.A" against it.

Note: Please maintain the Annexure Numbers while submitting the bids. In case bidders wants to give additional documents the same is required to submit as a separate annexure.

For XYZ General

Insurance Company

(Name of the Person)

(Designation: In case of PSU's, signature from minimum level GM is required. In case of Private, signature from minimum level CEO is required)

DEVIATIONS/ EXCEPTIONS SCHEDULE

Bid Ref No. and Date

Bidder's Name and Address

To,

Dear Sir,

We declare that the following are the only deviations and exceptions to the Insurance coverage and services as outlined in your Bidding Documents. The Schedule has been filled in accordance with **Clause No. ____** of Section II of the Bidding Documents. Except these deviations/exceptions, subject to the approval and acceptance by NHPC, the insurance coverage and services shall be provided as per your requirements and bidding documents. Further, we agree that additional conditions, if any found elsewhere in the offer other than those stated below, shall not be given effect to:

Clause No.	Page No.	Statement of Deviations/ exceptions	Remarks/ Justification

Date: _____

Signature_____

Place: _____

Name_____

Designation_____

Seal_____

Note:

- i. Cost of withdrawal of Deviations/exceptions to be given in Schedule of the Price Bid.
- ii. No deviation/exceptions against clause no. ----- of Section II shall be acceptable.
- iii. The Bidder may use additional sheets of like size and format, if required.

Bidder's Declaration

We hereby confirm that:

1. We accept all the terms & conditions of the tender documents in Toto.
2. The Premium quoted is not more than that charged from other Govt. deptt/PSU.
3. No additional payment/premium shall be demanded at later stage on account of discount offered / less premium offered, if any.
4. No brokerage / commission is considered at all in the price schedule.
5. The premium quoted is for Mega Risk policy along with EQ, MBD, Terrorism cover, Third Party Liability, FLOP including valuation of Power Plant and for the scope, extensions & exclusions mentioned in the tender documents.
6. The Premium Rate for Cover(s) left blank, “----” in the Price Schedule, then it shall be deemed to have been included in other Cover(s).

Date

Signature

Place

Name

Designation

Seal.....

Undertaking for Non-Cartelization

I, _____ (Mr. /Ms. ABC XYZ, Authorized person from Head Office) of M/s _____ (name of insurance company) do hereby confirm that our quotation is purely based on our assessment of your risk and that there have been no meetings or any kind of tie ups or understanding of whatsoever nature to bid together with other insurers who were invited by NHPC to participate in the bid.

We will not share the premium under this policy, either directly or indirectly, with any unsuccessful Bidder. However, Indian capacity will be utilized before making any international placement as per IRDA guidelines.

(Signature)
(Mr. /Ms. ABC XYZ)
(Authorized person from Head Office)
(-----Insurance Co.)

PRICE BID SUBMISSION FORM

SUB.: Price Bid for Mega Risk including Terrorism & Third Party Liability Policy for NHPC HYDRO POWER STATIONS

Bid Ref No. and Date

Bidder's Name and Address

Person to be contacted - Name & Designation

Telephone No.

FAX No. / E-Mail

TO,

Dear Sirs,

- 1.0** We hereby propose to provide Mega Risk including Terrorism & Third Party Liability Policy for NHPC Power Stations as outlined in your bidding documents.

We have understood the instructions and the terms and conditions mentioned in the bidding documents furnished by you and have thoroughly examined the detailed Scope of Insurance Coverage along with Extensions and Exclusions with other features laid down by you and are fully aware of nature and scope of coverage required.

We hereby confirm our unconditional and complete acceptance and compliance to the provisions contained in the bidding documents. We declare that the Insurance Coverage and Services will be rendered strictly in accordance with the requirement.

- 2.0** We declare that the our total Insurance Premium prices in Indian Rupees on firm price basis for the entire Scope of Insurance Coverage detailed in Bidding Documents.

(Break up of Premium Rates and Total Premiums separately for each area of risk is given in the price schedule duly filled in by us).

- 3.0** We declare that the quoted Premium Rates & total Premium are firm and shall not be subject to any variation for the entire period of the Insurance Policy. We further declare that the above quoted prices include all taxes, duties and levies payable by us under aforesaid assignment.
- 4.0** We have given details of deviations/ exceptions (clause wise) taken with reference to bidding documents provisions, along with justification for the coverage(s) not covered in our offer in Format-3 of 'Technical & Commercial Bid'. The costs of withdrawals of these deviations/ exceptions are given in Schedule of Price Bid enclosed herewith.
- 5.0** Our Bid Proposal shall remain valid for acceptance for a period of 60 days from the date of opening of the 'Technical & Commercial Bid' by NHPC.
- 6.0** The Premium Rate for Cover(s) left blank, "----" in the Price Schedule, then it shall be deemed to have been included in other Cover(s).

Date

Signature

Place

Name

Designation

Seal.....

PRICE SCHEDULE

(Price Bid in this format is to be filled in Excel Format in Cover-II)

A Mega Risk Policy for All Hydro Power Stations of NHPC

S.No	Cover	Sum Insured in Crores (Rs.)	Net Premium rate (Per mille)	Premium Amount (Rs.)	Tax Amount (Rs.)	Total Premium including Tax (Rs.)
		a	B	c	d	e
1.	Mega Cover	66395.18				
2.	Earthquake	66395.18				
3.	MBD	25031.86				
4.	Business Interruption (18 months)	11060.70				
Total Premium						Σe

B. Terrorism Cover for All Hydro Power Stations of NHPC

S.No	Cover	Sum Insured in Crores (Rs.)	Net Premium rate (Per mille)	Premium Amount (Rs.)	Tax Amount (Rs.)	Total Premium including Tax (Rs.)
		a	B	c	d	e
1.	Terrorism cover	77455.88				
Total Premium						Σe

C. Third Party Liability for All Hydro Power Stations of NHPC

S.No	Cover	Sum Insured in Crores (Rs.)	Total Premium Lump-Sum (Rs.)	Total amount of Tax (Rs.)	Total Premium including Tax (Rs.)
		a	b	c	d
1.	Third party liability cover for Property Damage	37.50			
2.	Third party liability cover for Bodily Injury/Loss of Life	12.50			
Total Premium					Σd

Formula i.e. $d = b + c$

D. Any cost of withdrawal (Electronic submission of Format-3)

S.No.	Clause no & Page no.	Statement of Deviations/Exceptions	Cost of withdrawal of deviations/exceptions (Rs.)
a	b	C	d
Total in Rs			$\sum d$

NOTE: Documentary evidence establishing quoted price of Lead Re-insurer needs to be submitted along with price bid.

Mega Risk Policy including Terrorism & Third Party Liability Policy for NHPC Power Stations (For one year w.e.f 01.04.2025 to 31.03.2026)

Schedule-1

Schedule for the particulars against Financial Parameters specified at Sl. No. 1 to 3 of the Table under Clause -2.2 of ITB.

To,

NHPC Limited,

Contracts (Civil) Division,

Corporate Office Complex, Sector-33, Faridabad

Sir,

We [*Insert name of the Firm/Agency/Bidder*].....] hereby submit our particulars in compliance to the specified at Sl. No. 1 to 3 of the Table under Clause 2.2 of Financial Criteria along with supporting documents to consider for evaluation our proposal in line with Clause, are as below:

Sl No.	Description	FY 2021-22	FY 2022-23	FY 2023-24
1	Annual Gross Direct Premium Income in India <i>(As per Annual Report/Balance Sheet)</i>			
2	Profit After Tax <i>(As per Annual Report/Balance Sheet)</i>			
3	Net worth <i>(As per Annual Report/Balance Sheet)</i> <i>(The Net Worth shall be submitted in terms of the definition under sub-section 2(57) of the Companies Act, 2013 as amended from time to time)</i>			

Note:

1. Audited Financial Statements for Financial Year of 2021-22, 2022-23 & 2023-24 in support to information provided above are required to be uploaded/submitted along with the bid.

Date.....

Place.....

(Name & Signature of Authorized Representative with Seal/Stamp of Company)

Schedule-2

Schedule for the particulars against the Parameters specified at Sl. No. 4 of the Table under Clause 2.2 of ITB {i.e. No. of Policies having Sum Insured (MD & BI (if applicable)) more than 10000 Cr handled (excluding Employee Benefit, Motor Vehicle, Health, and Life Insurance) in power sector as a leader.}

To,
NHPC Limited,
Contracts (Civil) Division,
Corporate Office Complex, Sector-33, Faridabad
Sir,

We[Insert name of the Firm/Agency/Bidder].....] hereby submit our particulars in compliance to the Parameters specified at Sl. No. 4 of the Table under Clause no. 2.2 of Technical Criteria along with supporting documents to consider for evaluation our proposal in line with Clause 2.2 are as below:

S. N.	Policy Type	Client's Name	Details (name, address etc.) of the assets insured	Whether the assets insured belong to Power Sector (Yes/No)	Bidder's Percentage Share as a leader in Risk Sharing	Policy Number	Policy Start Date (dd/mm/yyyy)	Policy End Date (dd/mm/yyyy)	Sum Insured (in Cr) Upto two decimal
1									
2									
3									
4									

Note:

1. The bidder may add more no of rows to fill requisite information in continuation, if required.
2. Copy of Insurance Policy & documentary evidence establishing the appointment of the bidder as leader in support to information provided above are required to be uploaded/submitted along with the bid.

Date.....

Place.....

Schedule-3

Schedule for the particulars against the Parameters specified at Sl. No. 5 of the Table under Clause 2.2 of ITB {(i.e. No. of Policies of Hydro Power Stations having Sum Insured (MD & BI (if applicable)) more than 5000 Cr handled (excluding Employee Benefit, Motor Vehicle, Health, and Life Insurance) as a leader.}

To,
NHPC Limited,
Contracts (Civil) Division,
Corporate Office Complex, Sector-33, Faridabad

Sir,
We[Insert name of the Firm/Agency/Bidder].....] hereby submit our particulars in compliance to the Parameters specified at Sl. No. 5 of the Table under Clause 2.2 of Technical Criteria along with supporting documents to consider for evaluation our proposal in line with Clause 2.2 are as below:

S.N.	Policy Type	Client's Name	Details (name, address etc.) of the assets insured	Whether the assets insured are Hydro Power Stations (Yes/No)	Bidder's Percentage Share as a leader in Risk Sharing	Policy Number	Policy Start Date (dd/mm/yyyy)	Policy End Date (dd/mm/yyyy)	Sum Insured (in Cr) Upto two decimal
1									
2									
3									
4									

Note:

1. The bidder may add more no of rows to fill requisite information in continuation, if required.
2. Copy of Insurance Policy & documentary evidence establishing the appointment of the bidder as leader in support to information provided above are required to be uploaded/submitted along with the bid.

Date.....

Place..... (Name & Signature of Authorized Representative with Seal/Stamp of Company)

Schedule-4

Schedule for the particulars against the Parameters specified at Sl. No. 6 of the Table under Clause 2.2 of ITB [i.e Single Insurance Policy underwritten as leader (excluding Employee Benefit, Motor Vehicle, Health, and Life Insurance)]

To,

NHPC Limited,

Contracts (Civil) Division,

Corporate Office Complex, Sector-33, Faridabad

Sir,

We[Insert name of the Firm/Agency/Bidder].....] hereby submit our particulars in compliance to the Parameters specified at Sl. No. 6 of the Table under Clause 2.2 of Technical Criteria along with supporting documents to consider for evaluation our proposal in line with Clause 2.2 are as below:

Sl. No.	Item Description	Particulars provided by the Bidder
1	Policy Type	
2	Client's Name	
3	Details (name, address etc.) of the assets insured	
4	Whether the assets insured are Hydro Power Stations (Yes/No)	
5	Bidder's Percentage Share as a leader in Risk Sharing	
6	Policy Number	
7	Policy Start Date (dd/mm/yyyy)	
8	Policy End Date (dd/mm/yyyy)	
9	Sum Insured (in Cr.) upto two decimal	

Note:

1. Copy of Insurance Policy & documentary evidence establishing the appointment of the bidder as leader in support to information provided above are required to be uploaded/submitted along with the bid.

Date.. ..

Place.....

.....

.....

(Name & Signature of Authorized Representative with Seal/Stamp of Company)

Schedule-5

Schedule for the particulars against the Parameters specified at Sl. No. 7 of the Table under BID DOCUMENT Clause 2.2 of ITB [i.e Claim Settlement ratio during last three completed Financial Years]

**To,
NHPC Limited,**

Contracts (Civil) Division,

Corporate Office Complex, Sector-33, Faridabad

Sir,

We[Insert name of the Firm/Agency/Bidder]..... hereby submit our particulars in compliance to the Parameters specified at Sl. No. 7 of the Table under Clause 2.2 of Technical Criteria along with supporting documents to consider for evaluation our proposal in line with Clause 2.2 are as below:

Sl No.	Financial Year	Claim Settlement Ratio
1	2021-22	
2	2022-23	
3	2023-24	

Note:

1. A certificate duly authenticated / audited by concerned statutory auditor with UDIN or an authorized practicing-chartered accountant or an authorized practicing firm of Chartered Accountant is required to be uploaded/submitted along with the bid.

Date.. ..

Place.....

.....
.....

(Name & Signature of Authorized Representative with Seal/Stamp of Company)

Schedule-6

Schedule for the particulars against the Parameters specified at Sl. No. 8 of the Table under Clause 2.2 of ITB [i.e Number of Claims above Rs 10 Cr settled by the Insurance company during last three completed financial years]

**To,
NHPC Limited,**

Contracts (Civil) Division,

Corporate Office Complex, Sector-33, Faridabad

Sir,

We[Insert name of the Firm/Agency/Bidder].....] hereby submit our particulars in compliance to the Parameters specified at Sl. No. 8 of the Table under Clause 2.2 of Technical Criteria along with supporting documents to consider for evaluation our proposal in line with Clause 2.2 are as below:

Sl No.	Nature of Insurance Policy	Name of Insured/client	Month & Year of settlement	Amount in Crs upto two decimal
1				
2				
3				
4				

Note:

1. The bidder may add more no of rows to fill requisite information in continuation, if required.
2. A certificate duly authenticated / audited by concerned statutory auditor with UDIN or an authorized practicing-chartered accountant or an authorized practicing firm of Chartered Accountant is required to be uploaded/submitted along with the bid.

Date.. ..

Place.....

.....
.....

(Name & Signature of Authorized Representative with Seal/Stamp of Company)

Undertaking-1: Undertaking on Complete Placement of Risk

To,

NHPC Limited,

Contracts (Civil) Division,

Corporate Office Complex, Sector-33, Faridabad

Subject: Formation of consortium of insurance companies for insurance coverage for NHPC Mega Insurance Policy (including Standalone Terrorism & Third-Party Liability) for the period of 12 months w.e.f. 01.04.2025 to 31.03.2026.

Sir,

We [*Insert name of the Firm/Agency/Bidder*] hereby confirm & undertake that if selected as leader of consortium shall carry out complete placement of NHPC's risk with Lead reinsures / follow reinsurers have minimum "A-" rating either from AM best or S&P (Except GIC Re) or any other equivalent international rating agency as per rules, regulations and provisions stipulated by the regulator IRDA

Date

Place

.....
.....

(Name & Signature of Authorized Representative with
Seal/Stamp of Company)

Note: In case of PSU's declaration from minimum level, GM is required.

In case of Private declaration from minimum level, CEO is required.