

C/S
 8.1.21
 Executive Engineer
 R.W.D. Works Division
 Muzaffarpur East-I

Latitude: 26.015534
Longitude: 85.066269
Elevation: 47.34m
Accuracy: 8.0m
Time: 29-12-2020 15:21
Note: paros Block 29/12/2020



Latitude: 26.015241
Longitude: 85.066501
Elevation: 46.34m
Accuracy: 5.0m
Time: 29-12-2020 15:25
Note: paros Block 29/12/2020

CONTRACTOR ALL RISK INSURANCE POLICY

Engg 04

SCHEDULE

Policy No: 63D5/211811829/00/000 (TRUE COPY)

Issued At: Mumbai Date: 11/01/2021

A) Name & Address of the Insured :	AADARSH CONSTRUCTION, PROP. SUMAN DEVI Vill- Basantpur Patti, P.O.- Rewa Basantpur, P.S.- Saraiya Dist.- Muzaffarpur 843101 Muzaffarpur Biher Pin- 843101
B) Name & Address of the Principal :	EXECUTIVE ENGINEER RURAL WORKS DEPARTMENT, WORKS DIVISION, MUZAFFARPUR EAST-1, MUZAFFARPUR, BIHAR 842001
C) Name & Address of the Contractor :	AADARSH CONSTRUCTION, PROP. SUMAN DEVI VILL- BASANTPUR PATTI, P.O.- REWA BASANTPUR, DIST.- MUZAFFARPUR, BIHAR 843101
D) Intermediary Details:	Agency Code1: ILG52419 Agency Name: BABITA KUMARI Agent's mobile no.: 9708955365 Agent's E-mail ID : RICLMUZAFFARPUR@GMAIL.COM
Hypothecation Details	NA
E) Site of Construction/Storage:	CONSTRUCTION OF ROAD FROM L042 TO REWA BASANTPUR RAJI TOLA UNDER MMGSY, VIDE LETTER NO. 4154 DT.09.06.2020 OF C.E.-3, R.W.D., BIHAR, PATNA, AGREEMENT NO.46SBD/2020-21---843101---BIHAR--MUZAFFARPUR
F) Period of Insurance :	From: 11/01/2021 Time: 00:00 Hours To Midnight of 10/10/2021 +60 months of extended maintenance/maintenance period

Premium Break Up	(Rs.)	Premium (Rs.)
*Total Premium	(Rs.)	11216.08

*Premium value mentioned above is inclusive of taxes applicable

G) Nature of Project	CONSTRUCTION OF ROAD ON PLAIN AREA
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Description of Project Works;

Road bridges on land made of,
 Rcc Or Pre-Stressed Concrete

Insured Items	Sum Insured
Section I - Material Damage	
a).Contract work (Permanent and temporary including all material to be incorporated therein)	
1) Contract price	
2) Materials or item supplied by the principal	
b).Any Other works, & installation not included in 1 and 2 above (eg camp,colony,store etc as per list enclosed)	
Total for Section I	Rs. 10,954,488.00
Section II - Third Party Liability	
Limit of Indemnity	
a) For any one accident	
b) For all accidents during the period	

H) Deductibles for Section I and II -

- a) For Normal Claims -
- b) For Act of God Claims -
- c) Third Party Liability Excess
 - I. Bodily Injury Claims
 - II. Property Damage Claims

5.00% of claim amount subject to minimum of Rs. 10,954,488.00
 10.00% of claim amount subject to minimum of Rs. 10,954,488.00

Nil

The Policy Excesses (Normal) should apply for Third Party Liability Property Damage Claims. For Third Party Liability claims arising out of Acts of God Perils, the Excess applicable to AOG claims should apply.

I) Additional Covers :

S. No.	Endorsement Description	Limit of Indemnity	Deductible
1	Extended Maintenance Cover	10,954,488.00	Applicable as per AOG excess
2	Design Defect (DE-1)	10,954,488.00	5 Times AOG Excess
3	Earthquake Cover (Full cover)	10,954,488.00	Applicable as per Section - I

J) Clause

- Design Defect DE1 attached herewith.
- Subject to End 13 - Earthquake Inclusion attached herewith
- Subject to Subject to End 32 - Terrorism Damage Exclusion attached herewith.
- Subject to End 16/n - Extended Maintenance Cover attached herewith
- Subject to End 18 - Exclusion of loss of stabilizing fluids attached herewith
- Subject to End 2/q - Special conditions concerning fire fighting facilities attached herewith
- Subject to End 20 - Piling Construction attached herewith
- Subject to End 21 - Abandonment of shafts attached herewith
- Subject to End 22 - Crop, forests, cultivated areas attached herewith
- Subject to End 24 - Contract works time schedule attached herewith
- Subject to End 25 - Temporary access roads attached herewith
- Subject to End 27 - Safety measures with respect to precipitation flood and inundation attached herewith
- Subject to End 35 - Agreed Bank Clause attached herewith
- Subject to End 5 - Concerning storage attached herewith.

K) Condition :

- The scope of cover will be limited to - Road bridges on land made of - RCC or Pre-stressed concrete
- Works in water bodies even during dry season in river, pond, Water Holding/containing bodies etc will also be considered as works in water & will attract necessary endorsement towards the same. It is to be noted that any loss or damage to construction works in such water Holding/containing bodies will attract the Wet Risk deductible.
- Subject to End 23 - Existing underground cables attached herewith
- All property on the site of nuclear power station whether related to generation of nuclear energy or not, are excluded from scope of this insurance
- Section Warranty for Road Projects - In respect of road construction, the combined maximum length of road not covered by water proof wearing course shall not exceed any of the following at any one time: a) 1000 meters X 3 unconnected sections for flood prone areas and hilly regions for every stretch upto 25 km of the project subject to the total length of the section opened up for works at any time not exceed 12% of the total road length of the project. However at any point of time any two sections should be separated by a minimum distance of 250 meters. b) 1000 meters X 5 unconnected sections for other areas for every stretch upto 25 km of the project subject to the total length of the section opened up for works at any time not exceed 20% of the total road length of the project. However at any point of time any two sections should be separated by a minimum distance of 500 meters.
- Extended Maintenance cover for 60 Months
- Design Defect DE1 attached herewith
- Warranted that the above captioned scope of project DOES NOT involve any type NEW Road construction work, Only Widening/Repair/Reconstruction of roads (wherever applicable) is covered.
- Any type of mid-term participation in existing project policy of other insurance company/stand-alone project period extensions post cancellation/expiration of existing policy with other insurance company will stands excluded from scope of cover
- STFI included
- Multiple insured clause attached herewith
- Warranted that there are no claims/losses till the inception of Coverage.
- Any type of Demolishment, Dismantling, Destruction is excluded from the scope of cover
- Communicable Disease Exclusion Endorsement [Part 1 of 2] 1. Notwithstanding any provision, clause or term of this [Insurance Contract] to the contrary, this [Insurance Contract] excludes any loss, cost, damage, liability, claim, fines, penalty or expense or any other amount of whatsoever nature, whether directly or indirectly and/or in whole or in part, related to, caused by, contributed to by, resulting from, as a result of, as a consequence of, attributable to, arising out of, arising under, in connection with, or in any way involving (this includes all other terms commonly used and/or understood to reflect or describe nexus and/or connection from one thing to another whether direct or indirect): 1.1 a Communicable Disease and/or the fear or threat (whether actual or perceived) of a Communicable Disease and/or the actual or alleged transmission of a Communicable Disease regardless of any other cause or event contributing and/or occurring concurrently or in any sequence thereto, and 1.2 a pandemic or epidemic, as declared by the World Health Organisation or any governmental authority. 2. As used herein, Communicable Disease means: any infectious, contagious or communicable substance or agent and/or any infectious, contagious or communicable disease which can be caused and/or transmitted by means of substance or agent where: 2.1 the disease includes, but is not limited to an illness, sickness, condition or an interruption or disorder of body functions, systems or organs, and 2.2 the substance or agent includes, but is not limited to, a virus, bacterium, parasite, other organism or other micro-organism (whether asymptomatic or not)
- including any variation or mutation thereof, whether deemed living or not, and 2.3 the method of transmission, whether direct or indirect, includes but not limited to, airborne transmission, bodily fluid transmission, transmission through contact with human fluids, waste or the like, transmission from or to any surface or object, solid, liquid or gas or between organisms including between humans, animals, or from any animal to any human or from any human to any animal, and 2.4 the disease, substance or agent is such: 2.4.1 that causes or threatens damage or can cause or threaten damage to human health or human welfare, or 2.4.2 that causes or threatens damage to or can cause or threaten damage to, deterioration to, contamination of, loss of value of, loss of marketability of or loss of use or usefulness of, tangible or intangible property.
- Communicable Disease Exclusion Endorsement [Part 2 of 2] For avoidance of doubt, Communicable Disease includes but is not limited to Coronavirus Disease 2019 (Covid -19) and any variation or mutation thereof. 3. For further avoidance of doubt, any contingent or other business interruption loss, cost, damage, loss of income, loss of use, increased cost of working and/or extra expense arising out of or attributable to: 3.1 any partial or complete closure of and/or slowdown in, including but not limited to any closure by or under the advisories of public, military, government or civil authorities, or any denial of access to insured premises, or customer and/or supplier premises (including service / utility providers), or 3.2 change in consumer behaviour, or

3.3 an absence of infected employees or employees suspected of being infected shall not be covered by this [Insurance Contract]. 4. For still further avoidance of doubt, loss, cost, damage, liability, claim, fines, penalty or expense or any other amount excluded hereby, includes but is not limited to any cost to identify, clean-up, detoxify, disinfect, decontaminate, mitigate, remove, evacuate, repair, replace, monitor, sanitize or test; (1) for a Communicable Disease or (2) any tangible or intangible property covered by this [Insurance Contract] that is affected by such Communicable Disease. 5. It is clarified that (1) no other prior, concurrent or subsequent provision, clause, term or exception of this [Insurance Contract] (including (but not limited to) any prior, concurrent or subsequent endorsement and/or any provision, clause, term, buy back or exception that operates, or is intended to operate, to extend the coverage of, or protections provided by, this [Insurance Contract] by whatever name called like any coverage extension, additional coverage, global extension, exception to any exclusion)

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

18 (3) any follow the fortunes clause or similar provision

19 and/or (4) no change in the law or any regulation (to the extent permitted by applicable law), shall operate to provide any insurance, coverage or protection under this [Insurance Contract] that would otherwise be excluded through the exclusion set forth in this [Endorsement][Clause]. 6. If the [insurer] alleges that by reason of this [Endorsement][Clause] any amount is not covered by this [Insurance Contract] the burden of proving the contrary shall rest in the [insured].

L) Warranty

1 Works in water is not covered under scope of policy

2 Policy shall stand canceled ab initio in the event of non-realization of the premium

3 In the event of total loss claim being honored, the claimed amount will be paid after deducting the unpaid premium installments

Subject otherwise to terms and conditions of **Contractor All Risks Insurance Policy**

In witness whereof the undersigned acting on behalf and under the Authority of the Insurer that hereunder set his hand at Mumbai on this day 11/12/2020.


Authorized Signatory
ICICI Lombard General Insurance
Company Ltd.

GSTIN Reg. No: 10AAAC17904G122

IL GIC GSTIN Address : Second UMA Complex Fraser Road Patna Bihar 800001

HSN/SAC code : 9971 - GENERAL INSURANCE SERVICES

The stamp duty of Rs. 0.50 /- paid in cash or by demand draft or by pay order, vide Receipt/challan no.
CSD16420202580 dated 11/01/2021.