



ICICI Lombard General Insurance Company LTD
ICICI LOMBARD HOUSE, 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple, Prabhadevi, Mumbai 400 025

CONTRACTOR ALL RISK INSURANCE POLICY

UIN- IRDAN115RP0021V01200708 Engg 04

SCHEDULE

Policy No: 5004/223206872/00/000 (TRUE COPY)	Issued At: Mumbai Date: 07/07/2021
A) Name & Address of the Insured :	TINKU KUMAR YADAV At-Piprithan, Besarbati, Kurlikot, Thakurganj,Kishanganj,Bihar,855116 855116 .Kishanganj Bihar Pin- 855116
B) Name & Address of the Principal :	EXECUTIVE ENGINEER R.W.D WORKS DIVISION BARSOI KATIHAR, AT-BARSOI, KATIHAR,
C) Name & Address of the Contractor :	TINKU KUMAR YADAV AT-PIPRITHAN, BESARBATI, KURLIKOT, THAKURGANJ,KISHANGANJ,BIHAR,855116
D) Intermediary Details:	Agency Code1: 9896949 Agency Name: MANISHANKAR MANISH Agent's mobile no.: 9472893477 Agent's E-mail ID : manishankar.manish@yahoo.com
Hypothecation Details	NA
E)Site of Construction/Storage:	BARSOI, KATIHAR--.----855102----BIHAR--PURNIA
F) Period of Insurance :	From: 04/07/2021 Time: 00:00 Hours To Midnight of 03/07/2022 +60 months of extended maintenance/maintenance period Not Liable From: 04/07/2021 To Midnight: 05/07/2021 (both days inclusive)

Premium Break Up	(Rs.)	Premium (Rs.)
*Total Premium	(Rs.)	39,113.46

*Premium value mentioned above is inclusive of taxes applicable

G) Nature of Project	CONSTRUCTION AND MAINTENANCE OF ROAD AND BRIDGE FROM PART A) SANKOLA TO SHAPARA BANGAL SEEMA VIA,MAHANANDA NADI, PART B) CONSTRUCTION OF HL. BRIDGE SANKOLA TO SHAHPARA BENGAL SEEMA WITH APPROCH ROAD 50 M. UNDER MMGSY, (TENDER ID-106303)
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Description of Project Works:

Roads,
In Townships Only/Concrete Based Roads

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 sworks, & installation not included in 1 and 2 above (eg camp,colony,store etc as per list enclosed)	
Total for Section I	Rs. 27,225,290.00
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 Other Perils Claims	10.00% of claim amount subject to minimum of Rs. 27,225,290.00
b) For AOG/Major Perils/Design Defect Claims	10.00% of claim amount subject to minimum of Rs. 27,225,290.00
c) Third Party Liability Excess	
I. Bodily Injury Claims	Nil
II. Property Damage Claims	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	Third Party Liability Cover With Cross Liability	2,722,529.00	
2	Maintenance Cover	27,225,290.00	Applicable as per AOG excess
3	Design Defect(DE-1)	27,225,290.00	5 Times AOG Excess
4	Earthquake Cover(Full cover)	27,225,290.00	Applicable as per Section - I

J) Clause

- 1 Design Defect DE1 attached herewith.
- 2 Subject to End 13 - Earthquake inclusion attached herewith
- 3 Subject to End 13/i - Cross Liability attached herewith.
- 4 Subject to Subject to End 32 - Terrorism Damage Exclusion attached herewith.
- 5 Subject to End 6 - Maintenance visits Cover attached herewith.
- 6 Subject to End 18 - Exclusion of loss of stabilizing fluids attached herewith
- 7 Subject to End 19 - Road Construction attached herewith
- 8 Subject to End 2/q - Special conditions concerning fire fighting facilities attached herewith
- 9 Subject to End 20 - Piling Construction attached herewith
- 10 Subject to End 21 - Abandonment of shafts attached herewith
- 11 Subject to End 22 - Crop, forests, cultivated areas attached herewith
- 12 Subject to End 24 - Contract works time schedule attached herewith
- 13 Subject to End 25 - Temporary access roads attached herewith
- 14 Subject to End 27 - Safety measures with respect to precipitation flood and inundation attached herewith
- 15 Subject to End 35- Agreed Bank Clause attached herewith
- 16 Subject to End 5 - Concerning storage attached herewith.
- 17 Subject to End 9 - Third Party Liability attached herewith.

K) Condition :

- 1 The scope of cover will be limited to - Roads Where value of culverts and Road bridges does not exceed 20 percent of the contract value - In townships only/Concrete based roads
- 2 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.
- 3 Subject to End 23 - Existing underground cables attached herewith
- 4 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
- 5 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 projects in J&K, Ladakh Himachal, Bihar, UP, Uttarakhand and 8 north eastern states 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 400 meters.b) 1000 meters X 5 unconnected sections for projects in other states 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 250 meters.c) 150 meters X 3 unconnected sections for internal & access roads of hydel power projects and any two unconnected sections separated by a distance of 50 meters from each other
- 6 Maintenance Visit Cover for 60 Months
- 7 Design Defect DE1 attached herewith
- 8 Warranted that the above captioned scope of project DOES NOT involve any type NEW Road construction work, Only Widening/Repair/Reconstruction of roads(whenever applicable) is covered.
- 9 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
- 10 STFI included
- 11 Multiple insured clause attached herewith
- 12 Warranted that there are no claims/losses till the inception of Coverage.
- 13 Any type of Demolishment, Dismantling, Destruction is excluded from the scope of cover
- 14 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 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)
- 15 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.
- 16 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].

20 Warranted that the deductible for Road Projects & Canal Culverts not involving works in water should not be read as anywhere mentioned in the policy but to be read as: ĳ AOG/Major Perils/Design Defect - 10% of the claim amount subject to min of INR 25 Lacs ĳ Other perils -10% of the claim amount min of INR 5 Lacs

L) Warranty

- 1 Works in water is not covered under scope of policy
- 2 Policy shall stand canceled ab intio 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 07/07/2021 .



Authorised Signatory
ICICI Lombard General Insurance Company
Ltd.

GSTIN Reg. No: 10AAACI7904G1Z2

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

HSN/SAC code : 997139 - GENERAL INSURANCE SERVICES

The stamp duty of Rs. 0.50 /- paid in cash or by demand draft or by pay order, vide Reciept/challan no. CSD262021165121 dated 05/05/2021 .