

CONTRACTOR ALL RISK INSURANCE POLICY

Engg 04

SCHEDULE

Policy No: 5004/351104305/00/000 (TRUE COPY)

Issued At: Mumbai Date: 08/07/2024

A) Name & Address of the Insured :	M/S TIRUPATI ENTERPRISES Prop-Kishan Kumar Tibrewal, S/O- Satya Narayan Tibrewal, Dr Kalinath Road Khalpara Siliguri M Corp Darjeeling West Bengal, Pin-734005, 734005 . Darjiling West Bengal Pin- 734005
B) Name & Address of the Principal :	EXECUTIVE ENGINEER RWD WORKS DIVISION BARSOI KATIHAR AT- BARSOI KATIHAR, 855102
C) Name & Address of the Contractor :	M/S TIRUPATI ENTERPRISES PROP-KISHAN KUMAR TIBREWAL, S/O- SATYA NARAYAN TIBREWAL, DR KALINATH ROAD KHALPARA SILIGURI M CORP DARJEELING WEST BENGAL, PIN-734005,
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:	KATIHAR--.....855102----BIHAR--PURNIA
F) Period of Insurance :	From: 06/07/2024 Time: 00:00 Hours To Midnight of 05/05/2025 +60 months of extended maintenance/maintenance period Not Liable From: 06/07/2024 To Midnight: 07/07/2024 (both days inclusive)
H) Politically Exposed Person (PEP)/close relative of PEP :	No
G) UIN Of The Product:	IRDAN115RP0021V01200708

Premium Break Up	(Rs.)	Premium (Rs.)
*Total Premium	(Rs.)	51,987.26

*Premium value mentioned above is inclusive of taxes applicable

I) Nature of Project	CONSTRUCTION AND MAINTENANCE OF ROAD FROM MMGSY-NDB-BRRP-421-VARSOI (1) PWD KURUM TO BIJHARA UTTAR TOLA, (2) JAIPURA CHOWK TO SIHAGAON RAI TOLA, (3) MMGSY ROAD BELON TO SHARMA TOLA SHEKHPURA, (4) PWD ROAD PACHAGACHHI TO MURGA TOLA SARANGPUR UNDER NDB BRICK (AGR. No.- 15/SBD/2023-24)
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Description of Project Works:

Roads,
In Plain Areas

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. 70,719,738.00
Section II - Third Party Liability	
Limit of Indemnity	
a) For any one accident	
b) For all accidents during the period	

J) Deductibles for Section I and II -

a) For Other Perils Claims	10.00% of claim amount subject to minimum of Rs. 63,647,764.00
b) For AOG/Major Perils/Design Defect Claims	10.00% of claim amount subject to minimum of Rs. 63,647,764.00
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.

K) Additional Covers :

S. No.	Endorsement Description	Limit of Indemnity	Deductible
1	Third Party Liability Cover With Cross Liability	7,071,973.00	
2	Extended Maintenance Cover	70,719,738.00	Applicable as per AOG excess
3	Design Defect(DE-1)	70,719,738.00	5 Times AOG Excess
4	Earthquake Cover(Full cover)	70,719,738.00	Applicable as per Section - I

L) Clause

- Design Defect DE1 attached herewith.
- Subject to End 13 - Earthquake inclusion attached herewith
- Subject to End 13/i - Cross Liability 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 19 - Road Construction 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
- Cyber Loss Limited Exclusion Clause - LMA 5410 (amended) Exclusion of loss or damage to Prototype Machinery Sanction and Limitation Clause as per UN, EU, UK, USA, Switzerland and Germany
- Subject to End 5 - Concerning storage attached herewith.
- Subject to End 9 - Third Party Liability attached herewith.

M) Condition :

- Sum Insured (contract value) is construed as below: Sum insured towards structures is 63647764 Sum Insured towards road is 7071974
- 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 Plain Areas
- MR 109 - Warranty Concerning Construction material
- 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 excavation work, subgrade and sub-base courses not covered by a waterproof wearing course shall not exceed any one of the following at any one time. A road portion is deemed to be not completed until the asphalt or concrete course has been laid. It is understood that road shall include all types of roads including but not limited to motorways and highways. a) 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
- Warranted that no tunneling or any underground activities are involved in the scope of cover
- 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.

- 10 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
- 11 Subject to End 23 - Existing underground cables attached herewith
- 12 Multiple insured clause as per ILGIC wordings
- 13 Warranted that there are no claims/losses till the inception of Coverage.
- 14 Any type of Demolishment, Dismantling, Destruction is excluded from the scope of cover.
- 15 Communicable Disease Exclusion Endorsement

N) 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 08/07/2024 .

Gaurav Arora

Authorised Signatory
ICICI Lombard General Insurance
Company Ltd.

GSTIN Reg. No: 10AAACI7904G1Z2

IL GIC GSTIN Address : Krishna Bhawan, Second Floor, Above Axis Bank, Near Dak Bunglow 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. CSD0220242018 dated 10/04/2024 .