



Government eProcurement System		eProcurement System Government of India	
		Tender Details	
		Date : 04-Apr-2025 05:38 PM	
		 Print	
<b>Basic Details</b>			
<b>Organisation Chain</b>	Hindustan Urvarak and Rasayan Limited  HQ-Delhi - HURL		
<b>Tender Reference Number</b>	HURL/HQ/CS565		
<b>Tender ID</b>	2025_HURL_855701_1	<b>Withdrawal Allowed</b>	Yes
<b>Tender Type</b>	Open Tender	<b>Form of contract</b>	Item Rate
<b>Tender Category</b>	Services	<b>No. of Covers</b>	2
<b>General Technical Evaluation Allowed</b>	No	<b>ItemWise Technical Evaluation Allowed</b>	No
<b>Payment Mode</b>	Not Applicable	<b>Is Multi Currency Allowed For BOQ</b>	No
<b>Is Multi Currency Allowed For Fee</b>	No	<b>Allow Two Stage Bidding</b>	No
<b>Cover Details, No. Of Covers - 2</b>			
Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	Signed and Stamped copy of Annexure 1 to 12 of Forms and Procedures.
		.pdf	Power of Attorney as per requirement mentioned in NIT.
		.pdf	Signed, Stamped and Scanned copy of Certificates like Registration certificate, GST No, PAN No, etc.
		.pdf	Documents as required in accordance with PQC i.e., Clause 5 of NIT.
		.pdf	Chartered Accountant Certified copy of Turnover for the Financial Year 2023-24 and any other document
2	Finance	.xls	PRICE BID
<b>Tender Fee Details, [Total Fee in ₹ * - 0.00]</b>		<b>EMD Fee Details</b>	
<b>Tender Fee in ₹</b>	0.00	<b>EMD Amount in ₹</b>	0.00
<b>Fee Payable To</b>	Nil	<b>EMD Exemption Allowed</b>	No
<b>Tender Fee Exemption Allowed</b>	No	<b>EMD Fee Type</b>	fixed
<b>Fee Payable At</b>	Nil	<b>EMD Percentage</b>	NA
		<b>EMD Payable To</b>	Nil
		<b>EMD Payable At</b>	Nil
<a href="#">Click to view modification history</a>			
<b>Work /Item(s)</b>			
<b>Title</b>			

	MEGA ALL RISK INSURANCE POLICY FOR GORAKHPUR UNIT, BARAUNI UNIT AND SINDRI UNIT AND OTHER MISC. POLICIES FOR HINDUSTAN URVARAK AND RASAYAN LIMITED (HURL) FOR THE PERIOD FROM 11/05/2025 TO 10/05/2026 (BOTH DAYS INCLUSIVE).				
<b>Work Description</b>	MEGA ALL RISK INSURANCE POLICY FOR GORAKHPUR UNIT, BARAUNI UNIT AND SINDRI UNIT AND OTHER MISC. POLICIES FOR HINDUSTAN URVARAK AND RASAYAN LIMITED (HURL) FOR THE PERIOD FROM 11/05/2025 TO 10/05/2026 (BOTH DAYS INCLUSIVE).				
<b>Pre Qualification Details</b>	AS PER TENDER DOCUMENT				
<b>Independent External Monitor/Remarks</b>	NA				
<b>Show Tender Value in Public Domain</b>	No				
<b>Tender Value in ₹</b>	0.00	<b>Product Category</b>	Miscellaneous Services	<b>Sub category</b>	NA
<b>Contract Type</b>	Tender	<b>Bid Validity(Days)</b>	60	<b>Period Of Work(Days)</b>	365
<b>Location</b>	PLEASE REFER TENDER DOCUMENT	<b>Pincode</b>	110092	<b>Pre Bid Meeting Place</b>	NA
<b>Pre Bid Meeting Address</b>	NA	<b>Pre Bid Meeting Date</b>	NA	<b>Bid Opening Place</b>	HURL HQ NEW DELHI
<b>Should Allow NDA Tender</b>	No	<b>Allow Preferential Bidder</b>	No		

**Critical Dates**

<b>Publish Date</b>	04-Apr-2025 06:00 PM	<b>Bid Opening Date</b>	11-Apr-2025 05:00 PM
<b>Document Download / Sale Start Date</b>	04-Apr-2025 06:00 PM	<b>Document Download / Sale End Date</b>	11-Apr-2025 05:00 PM
<b>Clarification Start Date</b>	04-Apr-2025 06:00 PM	<b>Clarification End Date</b>	08-Apr-2025 02:00 PM
<b>Bid Submission Start Date</b>	08-Apr-2025 02:00 PM	<b>Bid Submission End Date</b>	11-Apr-2025 05:00 PM

**Tender Documents**

<b>NIT Document</b>	<b>S.No</b>	<b>Document Name</b>	<b>Description</b>	<b>Document Size (in KB)</b>
	1	Tendernotice_1.pdf	MEGA ALL RISK INSURANCE POLICY FOR GORAKHPUR UNIT, BARAUNI UNIT AND SINDRI UNIT AND OTHER MISC. POLICIES FOR HINDUSTAN URVARAK AND RASAYAN LIMITED (HURL) FOR THE PERIOD FROM 11/05/2025 TO 10/05/2026 (BOTH DAYS INCLUSIVE).	229.27

<b>Work Item Documents</b>	<b>S.No</b>	<b>Document Type</b>	<b>Document Name</b>	<b>Description</b>	<b>Document Size (in KB)</b>
	1	Tender Documents	TenderDocs.pdf	MEGA ALL RISK INSURANCE POLICY FOR GORAKHPUR UNIT, BARAUNI UNIT AND SINDRI UNIT AND OTHER MISC. POLICIES FOR HINDUSTAN URVARAK AND RASAYAN LIMITED (HURL) FOR THE PERIOD FROM 11/05/2025 TO 10/05/2026 (BOTH DAYS INCLUSIVE).	1043.42
	2	BOQ	BOQ_899640.xls	PRICE BID	331.00

**Bid Openers List**

<b>S.No</b>	<b>Bid Opener Login Id</b>	<b>Bid Opener Name</b>	<b>Certificate Name</b>
1.	surajitmahindar@hurl.net.in	SURAJIT MAHINDAR	SURAJIT MAHINDAR

2.	shradhakumari@hurl.net.in	SHRADHA KUMARI	SHRADHA KUMARI
3.	umangsinha@hurl.net.in	Umang Sinha	UMANG SINHA
4.	vivekchoudhary@hurl.net.in	VIVEK CHOUDHARY	VIVEK CHOUDHARY

**GeMARPTS Details**

<b>Reason for non availability of GeMARPTS ID</b>	Urgent nature of Procurement
<b>Remarks</b>	THIS SERVICE IS UNAVAILABLE ON GeM.
<b>Document Name</b>	GEMNA.pdf
<b>Document Size (in KB)</b>	39.64

**Tender Properties**

<b>Auto Tendering Process allowed</b>	No	<b>Show Technical bid status</b>	Yes
<b>Show Finance bid status</b>	Yes	<b>Stage to disclose Bid Details in Public Domain</b>	Technical Bid Opening
<b>BoQ Comparative Chart model</b>	Normal	<b>BoQ Comparative chart decimal places</b>	2
<b>BoQ Comparative Chart Rank Type</b>	L	<b>Form Based BoQ</b>	No

**TIA Undertaking**

S.No	Undertaking to Order	Tender complying with Order	Reason for non compliance of Order
1	<a href="#">PPP-MII Order 2017</a>	Agree	
2	<a href="#">MSEs Order 2012</a>	Agree	

**Tender Inviting Authority**

<b>Name</b>	VIVEK CHOUDHARY
<b>Address</b>	HURL HQ NEW DELHI

**Tender Creator Details**

<b>Created By</b>	VIVEK CHOUDHARY
<b>Designation</b>	Manager
<b>Created Date</b>	04-Apr-2025 05:25 PM

# HINDUSTAN URVARAK & RASAYAN LIMITED

(A JOINT VENTURE OF CIL, NTPC, IOCL, FCIL & HFCL)



## SECTION – I

### NOTICE INVITING TENDER

(NIT)

**MEGA ALL RISK INSURANCE POLICY FOR GORAKHPUR UNIT,  
BARAUNI UNIT & SINDRI UNIT AND OTHER MISC. POLICIES  
FOR HINDUSTAN URVARAK & RASAYAN LIMITED (HURL) FOR  
THE PERIOD FROM 11/05/2025 TO 10/05/2026 (BOTH DAYS  
INCLUSIVE)**

**NIT NO: HURL/HQ/CS565, 04.04.2025**



**1.0** HURL (Hindustan Urvarak & Rasayan Limited) invites on-line bids from eligible Bidders fulfilling the Qualifying Requirements / Pre-Qualification Criteria (PQC) under Two Bid system for aforesaid package.

**2.0 Brief Details**

Published Date	Refer CPP Portal
Bid Document Download / Sale Start Date	Refer CPP Portal
Bid submission Start Date	Refer CPP Portal
Last Date and Time for Bid submission	Refer CPP Portal
Technical Bid Opening Date & Time	Refer CPP Portal
Earnest Money Deposit (EMD) in INR	Not applicable
Pre-Bid Conference Date & Time (if any)	Refer CPP Portal
Last Query Date	Refer CPP Portal
Reverse Auction	Not applicable
Site Visit	Refer Special condition of the contract

~~**3.0** EMD/Bid Security shall be submitted in a sealed envelope separately offline/online by the stipulated bid submission closing date and time at the address given below. Any bid without an acceptable Bid Security (if applicable) shall be treated as non-responsive by the employer and shall not be opened.~~

Sh. Neeraj Lodhi  
Manager (Contracts & Materials)  
Hindustan Urvarak & Rasayan Limited  
(A Joint Venture of CIL, NTPC, IOCL, FCIL & HFCL)  
Core-3, 9th Floor, SCOPE Minar,  
Laxmi Nagar District Centre, New Delhi-110092.

**4.0** A complete set of Bidding Documents may be downloaded by any interested bidder from the e-tendering Site (<https://eprocure.gov.in/eprocure/app>).

Bidder who has downloaded the tender from the Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, shall not tamper/modify the tender document/form including downloaded price bid template in any manner. In case the same is found to be tampered/modified in any manner, bid will be completely rejected and EMD would be forfeited and Bidder is liable to be banned from doing business with HURL for a period of two years.

Intending Bidders are advised to visit CPPP website <https://eprocure.gov.in/eprocure/app> regularly till closing date of submission of tender for any corrigendum / addendum/ amendment.

Not more than one tender shall be submitted by one bidder/ bidder(s) having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e., when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as



separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

## 5.0 Qualifying Requirements / Pre-Qualification Criteria (PQC)

Following are the Qualifying Requirements / Pre-Qualification Criteria (PQC) for the subject package:

Sl. No.	Qualifying Requirement	Documents required (To be submitted as part of technical bid)						
1	The bidder must be a registered Indian Insurer in accordance with the Insurance Act and approved by IRDA (Insurance Regulatory & Development Authority) as Non-Life Insurer and should have a license to carry out Insurance Business in India under non-life insurance sector.	Bidder needs to upload copy of latest registration certificate / license issued by IRDA (along-with copy of IRDA Acknowledged Receipt (for annual renewal fees for current year) showing that the bidder is a registered entity as Non-Life Insurer and has a license to carry out Insurance Business in India under nonlife insurance sector for meeting BEC, along with other related documentary evidence issued by IRDA for discontinuance of issuing registration certificate on year basis.						
2	The bidder must have issued a policy for at least One Large / Mega Risk Insurance Cover, of sum insured in excess of INR 2,500 Crore in any single location, as Lead Insurer in Oil & Gas Sector / Petrochemical / Chemical / Fertilizer Sector in preceding 7 years reckoned from the due date of submission of bid.	Bidder needs to upload copy of Insurance Policy clearly showing the bidder as Lead Insurer & sum insured for individual location (In case of single policy having multiple location) along with the type of risks covered.						
3	The Gross Written Premium of the bidder must have minimum value as shown below in any of the three (03) preceding financial years ending on 31st March'2024 i.e. FY: 2023-24, 2022-2023 & 2021- 2022.	Bidder(s) to submit the CA certificate bearing UDIN Number (applicable from Jul'20 onwards) mentioning the Gross Written Premium for preceding three financial years ending on 31st March'2024 i.e. FY: 2023-24, 2022-23 & 2021-2022.						
	<table border="1"> <thead> <tr> <th>Sr. No.</th> <th>Brief Description</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Minimum value of Gross Written Premium</td> <td>INR 2500 CR</td> </tr> </tbody> </table>	Sr. No.	Brief Description	Amount	1	Minimum value of Gross Written Premium	INR 2500 CR	
Sr. No.	Brief Description	Amount						
1	Minimum value of Gross Written Premium	INR 2500 CR						
4	<p>Net Worth</p> <table border="1"> <thead> <tr> <th>Sr. No.</th> <th>Brief Description</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Net Worth for year 2023-24</td> <td>Positive</td> </tr> </tbody> </table> <p><u>Note-All Public Sector Insurance Companies dealing in General Insurance Business are exempted from the requirement.</u></p>	Sr. No.	Brief Description	Amount	1	Net Worth for year 2023-24	Positive	Bidder(s) to submit the CA certificate bearing UDIN Number (applicable from Jul'20 onwards) mentioning the Net Worth for preceding three financial years ending on 31st March'2024 i.e. FY: 2023-24, 2022-23 & 2021-2022.
Sr. No.	Brief Description	Amount						
1	Net Worth for year 2023-24	Positive						
5	<p>Bidder should have Solvency Ratio of 1.5 (One point Five) as on 31st March'2024 for which necessary documentary evidence is required for submission.</p> <p><u>Note-All Public Sector Insurance Companies dealing in General Insurance Business are exempted from the</u></p>	Bidder(s) to submit the CA certificate bearing UDIN Number (applicable from Jul'20 onwards) mentioning the Solvency Ratio as on 31st March 2024.						



	<u>requirement.</u>	
6	The Bidder should not be under any liquidation court receivership or similar proceedings on the due date of submission of bid.	Self-declaration certificate on letter head of the company duly signed by Authorized official as per attached format as Annexure 7 to Section VI i.e., Form and Procedures.

**6.0** Bids will be opened as per date/time as mentioned on the Date specified above or on the date specified on the e-tendering portal. The date of Price-Bid opening will be intimated later on the e-tendering portal.

**7.0** HURL shall not be responsible for any postal /courier delay for submission of EMD and/or other original documents, if applicable.

**8.0** HURL reserves the right to reject any or all bids or cancel/withdraw the NIT for the subject package without assigning any reason whatsoever and in such case no bidder/intending bidder shall have any claim arising out of such action.

**9.0** Bids shall be digitally signed and uploaded by someone legally authorized and competent on behalf of his firm / company i.e., Bidder and relevant documents w.r.t. the same to be uploaded along with the bid by the bidders.

**The Power of Attorney (On Stamp Paper Duly Notarized) of such person needs to be furnished along with bid.**

**10.0 Address for Communication.**

Sh. Umang Sinha Chief Manager (Contracts and Materials) <b>Hindustan Urvarak &amp; Rasayan Limited</b> (A Joint Venture of CIL, NTPC, IOCL, FCIL & HFCL) Core-3, 9th Floor, SCOPE Minar, Laxmi Nagar District Centre, New Delhi-110092.  <b>EPBAX No:</b> 011-2250 2267/ 2268 <b>Email:</b> umangsinha@hurl.net.in	Sh. Vivek Choudhary Manager (C&M) <b>Hindustan Urvarak &amp; Rasayan Limited</b> (A Joint Venture of CIL, NTPC, IOCL, FCIL & HFCL) Core-3, 9th Floor, SCOPE Minar, Laxmi Nagar District Centre, New Delhi-110092.  <b>EPBAX No:</b> 011-2250 2267/ 2268 <b>Email:</b> vivekchoudhary@hurl.net.in
---	---

**HINDUSTAN URVARAK & RASAYAN LIMITED**  
(A JOINT VENTURE OF CIL, NTPC, IOCL, FCIL & HFCL)



**SECTION – II**

***INSTRUCTIONS TO BIDDERS***  
***(ITB)***





Sr. no	Index
1	Introduction
2	General Information
3	Content of Bidding Documents
4	Benefits to MSEs
5	Cost of Bidding
6	Clarification on Bidding Documents
7	Corrigendum/ Amendment to Bidding Documents
8	Language of Bid
9	Bid Proposal
10	Documents Comprising the Bid
11	Bid Prices
12	Price Basis
13	Bid Currencies
14	Earnest Money Deposit (EMD) / Bid Security / Guarantee
15	Performance Security / Performance Bank Guarantee (PBG)
16	Confirmation of BGs through Structured Financial Messaging System (SFMS)/SWIFT
17	Ineligibility For Future Tenders
18	Period of Validity of Bids (Techno-Commercial Bid and Price Bid)
19	Nil Deviation
20	Format and Signing of Bid
21	Submission of Bids
21.1	Physical bid
21.1.1	Earnest Money Deposit etc.
21.2	on-line
21.2.1	Techno-Commercial Bid



21.2.2	Price Bid
22	Deadline for Submission of Bids
23	Modification and Withdrawal of Bids
24	Opening of Bids
25	Clarification on Bids
26	Preliminary Examination of Techno-Commercial Bids
27	Evaluation Of Techno-Commercial Bids
28	Preliminary Examination of Price Bid
29	Discrepancies In Bid
30	Evaluation Criteria
31	Evaluation Of Bids
32	Contacting The Employer
33	Employer's Right to Accept Any Bid and to Reject Any or All Bids
34	Award Criteria
35	(Not Applicable)
36	Notification of Award
37	Corrupt or Fraudulent Practices
38	Fraud Prevention Policy
39	Indian Agents
40	Transfer of bid documents
41	Not applicable
42	Important Note
43	Mandated Broker – Marsh India Insurance Brokers Pvt. Ltd.
Annexure-1	Checklist of documents to be submitted:
Annexure-2	Guidelines for online Bid Submission and Reverse Auction.



<p><b>1.0</b></p>	<p><b>Introduction</b></p>	<p>Hindustan Urvarak &amp; Rasayan Limited (HURL) is a joint venture company of Coal India Limited (CIL), NTPC Limited (NTPC) and Indian Oil Corporation Limited (IOCL) as the lead promoters with Fertilizer Corporation of India Limited (FCIL) and Hindustan Fertilizer Corporation Limited (HFCL) as other two partners.</p> <p>HURL referred to herein as ‘the Employer’, intends to engage an agency for below mentioned polices for its Gorakhpur, Barauni and Sindri Units as per specifications, Scope of Work as detailed in the Bidding documents.</p> <table border="1" data-bbox="512 600 1489 1182"> <thead> <tr> <th>Name of Cover</th> <th>Applicable for Units</th> </tr> </thead> <tbody> <tr> <td>Mega All Risk Insurance including Stocks</td> <td>For All Units i.e. Gorakhpur, Barauni and Sindri</td> </tr> <tr> <td>Stand Alone Terrorism</td> <td>For All Units i.e. Gorakhpur, Barauni and Sindri</td> </tr> <tr> <td>Commercial General Liability Policy</td> <td>For whole HURL</td> </tr> <tr> <td>Directors and Officers Liability</td> <td>For whole HURL</td> </tr> <tr> <td>Public Liability Act Policy</td> <td>For whole HURL</td> </tr> <tr> <td>Crime Policy</td> <td>For whole HURL</td> </tr> </tbody> </table>	Name of Cover	Applicable for Units	Mega All Risk Insurance including Stocks	For All Units i.e. Gorakhpur, Barauni and Sindri	Stand Alone Terrorism	For All Units i.e. Gorakhpur, Barauni and Sindri	Commercial General Liability Policy	For whole HURL	Directors and Officers Liability	For whole HURL	Public Liability Act Policy	For whole HURL	Crime Policy	For whole HURL
Name of Cover	Applicable for Units															
Mega All Risk Insurance including Stocks	For All Units i.e. Gorakhpur, Barauni and Sindri															
Stand Alone Terrorism	For All Units i.e. Gorakhpur, Barauni and Sindri															
Commercial General Liability Policy	For whole HURL															
Directors and Officers Liability	For whole HURL															
Public Liability Act Policy	For whole HURL															
Crime Policy	For whole HURL															
<p><b>2.0</b></p>	<p><b>General Information</b></p>	<p>The prospective Bidders are invited to submit a “Technical &amp; Commercial Bid” and “Price Bid” for the package. Methodology for submission of Bid has been detailed hereunder in this document.</p>														
<p><b>3.0</b></p>	<p><b>Content of Bidding Documents</b></p>	<p>The items and/or services required, bidding procedures, order/contract terms and technical requirements are prescribed in the bidding documents/Bidding Documents.</p> <p>The bidding documents include the following sections:</p> <table border="1" data-bbox="512 1563 1393 2033"> <tbody> <tr> <td>Section-I</td> <td>Notice Inviting Tender (NIT)/Tender Enquiry/Invitation for Bid (IFB)</td> </tr> <tr> <td>Section-II</td> <td>Instruction to bidder (ITB)</td> </tr> <tr> <td>Section-III</td> <td>General Conditions of Contract (GCC)</td> </tr> <tr> <td>Section-IV</td> <td>Standard Conditions of Contract (SCC)</td> </tr> <tr> <td>Section-V</td> <td>Technical specifications &amp; Scope of work</td> </tr> <tr> <td>Section-VI</td> <td>Forms and Procedures</td> </tr> </tbody> </table> <p>The Bidder is expected to examine all instructions, forms, terms,</p>	Section-I	Notice Inviting Tender (NIT)/Tender Enquiry/Invitation for Bid (IFB)	Section-II	Instruction to bidder (ITB)	Section-III	General Conditions of Contract (GCC)	Section-IV	Standard Conditions of Contract (SCC)	Section-V	Technical specifications & Scope of work	Section-VI	Forms and Procedures		
Section-I	Notice Inviting Tender (NIT)/Tender Enquiry/Invitation for Bid (IFB)															
Section-II	Instruction to bidder (ITB)															
Section-III	General Conditions of Contract (GCC)															
Section-IV	Standard Conditions of Contract (SCC)															
Section-V	Technical specifications & Scope of work															
Section-VI	Forms and Procedures															



		conditions, specifications and other information in the bidding documents. Failure to furnish all information required as per the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.
<b>4.0</b>	<b>Benefits To MSEs</b>	Not Applicable
<b>5.0</b>	<b>Cost of Bidding</b>	The Bidder shall bear all costs associated with the preparation and submission of its bid and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
<b>6.0</b>	<b>Clarification on Bidding Documents</b>	<p>A prospective Bidder requiring any clarification of the Bidding Document shall put the query under Clarification tab of the on-line bid at least one day prior to the clarification end date. EMPLOYER will respond to any request for clarification or modification of the bidding documents that it receives within the time line specified.</p> <p>EMPLOYER will post the Clarifications under Clarification tab at e-tender i.e., CPP website. Bidders can view these clarifications.</p> <p>Bidders are advised to regularly check under Clarification tab regarding posting of clarification, if any.</p> <p>Bidders must check the Clarifications issued before submission of Bid. Should the Employer deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so and upload the amendments in the tender on the e-tender portal.</p>
<b>7.0</b>	<b>Corrigendum/ Amendment to Bidding Documents</b>	<p>At any time prior to the deadline for submission of bids, EMPLOYER may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents.</p> <p>The corrigendum's/amendment's will be posted in the tender on the e-tender portal for viewing by the Bidder. The amendments will be binding on Bidders and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid. Bidders are advised to regularly check the tender regarding posting of Amendments, if any.</p> <p>To give prospective Bidders reasonable time to take the corrigendum/amendment into account in preparing their bid, EMPLOYER may, at its discretion, extend the deadline for the submission of bids.</p>
<b>8.0</b>	<b>Language of Bid</b>	The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English. In such case for



		purposes of interpretation of the Bid such translation shall govern.
<b>9.0</b>	<b>Bid Proposal</b>	<p>Bid shall be complete in all respects and shall be submitted with requisite information and Attachments. It shall be free from any ambiguity.</p> <p>For preparation of Bids, Bidders are expected to go through the complete bidding documents carefully. Material deficiencies in providing the information requested may result in rejection of the Bid.</p>
<b>10.0</b>	<b>Documents Comprising the Bid</b>	<p>The Bid shall comprise of following components:</p> <p><b>Technical Bid:</b></p> <p>The following documents are to be furnished by the Bidder as part of the Technical Bid:</p> <ol style="list-style-type: none"> <li>a) Techno Commercial Proposal Bid Form</li> <li>b) Power of Attorney as per requirement mentioned in NIT.</li> <li>c) Documents as required in accordance with Eligibility Criteria i.e., <u>Clause 5</u> of NIT</li> <li>d) Certificates like Registration certificate, GST No, PAN No. etc.</li> <li>e) Format for Electronic Payment</li> <li>f) Tender Acceptance Letter &amp; Letter of authorization to submit bid.</li> <li>g) No deviation Certificate.</li> <li>h) Certificate from CEO or Managing Director or Legally Authorised Signatory, in the format as enclosed with the Bidding Document certifying that the data and documents furnished by them in respect of Techno-Commercial Evaluation are true and correct including the contents thereof. However, if at any point of time the declarations given in bid are found to be incorrect, HURL shall have the full right to terminate the contract and take any action as per provisions of contract including forfeiture of EMD/Security Deposit.</li> <li>i) Acceptance of Fraud Prevention Policy of HURL.</li> <li>j) Self-declaration certificate on letter head of the company duly signed by Authorized official as per attached format as Annexure 7 to Forms and Procedure i.e. Section VI</li> <li>k) Chartered Accountant (CA) Certified copy of Turnover for the year Financial Year 2023-24.</li> <li>l) Participating insurance companies shall submit signed and stamped copy of non-disclosure agreement in their own format.</li> <li>m) Documents required in support of RE-insurance arrangement as per clause 14 of SCC.</li> </ol>



		<p><b>Price Bid:</b></p> <p>The Price bid is to be submitted in the BOQ provided in the Tender at <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>.</p> <p>Bidders are advised to fill the BOQ and upload the same on the portal. Bidder should not tamper/modify download price bid template. In case if the same is found to be tampered / modified in any manner, bid will be rejected and EMD would be forfeited and Bidder is liable to be banned from doing business with HURL for a period of 2 years.</p>
11.0	<b>Bid Prices</b>	<p>Bidders shall quote such that the bid price covers all the obligations mentioned in or to be reasonably inferred from the bidding documents including all requirements in accordance with the requirements of the Technical Specifications &amp; Scope of Work. Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding documents.</p> <p>Bidders shall give a breakdown of the prices in the manner and detail called for in the Bill of Quantity (BOQ).</p>
12.0	<b>Price Basis</b>	Bidders are required to quote price on the price basis as per Scope of Work / stipulated in the SCC.
13.0	<b>Bid Currencies</b>	All prices to be quoted by the bidders will be in Indian Rupees only, unless otherwise mentioned in the Special Conditions of Contract, on <b>FIRM</b> price basis and to remain valid during the currency of the Contract.
14.0	<p><b>EARNEST MONEY DEPOSIT (EMD) / BID SECURITY / GUARANTEE:</b></p> <p><b>Not Applicable</b></p>	
15.0	<b>Performance Security / Performance Bank Guarantee (PBG)</b>	Not Applicable
16.0	<b>Confirmation of BGs through Structured Financial Messaging System (SFMS)/SW</b>	Not Applicable



	IFT	
17.0	<b>Ineligibility For Future Tenders</b>	<p>Notwithstanding the provisions regarding forfeiture of Earnest Money Deposit specified above, if a bidder after having been issued the Purchase Order/Contract, either does not accept the Purchase Order/Contract or does not submit an acceptable Performance Security and which results in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of the particular package.</p> <p>If a bidder after opening of tenders where EMD is 'NIL/Not applicable' or exempted for bidders as per policy guidelines, withdraws its offer within the validity period of the offer, then such bidder shall be treated as ineligible for participation in the future tenders issued from HQ for a period of 6 months from the date of withdrawal of the bid.</p> <p>If a bidder after having been issued the Notification of Award/Purchase Order of a package where EMD is 'NIL/Not applicable' or exempted for bidder as per policy guidelines, either does not accept the Notification of Award/Purchase Order or does not submit an acceptable Performance Security pursuant to ITB Clause titled 'Performance Security', and which result in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of this particular package.</p>
18.0	<b>Period of Validity of Bids (Techno-Commercial Bid and Price Bid)</b>	<p>Bids shall remain valid for a period of 60 days from the closing date prescribed by EMPLOYER for the receipt of bids, unless otherwise specified in Special Conditions of Contract (SCC). A bid valid for a shorter period shall be rejected by EMPLOYER as being non-responsive.</p> <p>In exceptional circumstances, EMPLOYER may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing by post or email or by telefax followed by post confirmation. If a Bidder accepts to extend the period of bid validity, the validity of Earnest Money Deposit shall also be suitably extended. A Bidder may refuse the request without forfeiting its Earnest Money Deposit. A Bidder granting the request will not be required nor permitted to modify its bid.</p>
19.0	<b>Nil Deviation</b>	<p><b>No deviation, whatsoever, is permitted by EMPLOYER to any provision of Bidding Documents.</b> The Bidders are advised that while making their Bids and quoting prices, all conditions are appropriately taken into consideration. Bidders shall certify their compliance to the complete Bidding Documents as per Certificate at Annexure 4 of Section VI (Forms and Procedures).</p> <p>In case the Products and/or Services offered do not meet the technical requirements, the bid shall be rejected as Technically non-responsive.</p> <p>Bidders may note that in case the Bidder refuses to withdraw additional conditions/deviations/exceptions/implicit or explicit, found anywhere in the techno-commercial bid, the bid shall be rejected as Technically non-responsive.</p>



		Bidders may also note that any deviation/variation in any form in the Price Bid shall result in forfeiture of EMD.
<b>20.0</b>	<b>Format and Signing of Bid</b>	<p>The bid including all documents uploaded in the on-line bid shall be digitally certified by a duly authorised representative of the Bidder to bind him to the contract using Class II or Class-III digital signature (in the name of designated individual with Organisation name). The Digital Signature shall be as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI) namely Controller of Certifying Authorities (CCA) of India.</p> <p>An authorisation letter/power of attorney indicating that the person signing the bid has the authority to sign the bid is to be submitted in Physical form and copy uploaded as part of the Techno-commercial Bid.</p>
<b>21.0</b>	<b>Submission of Bids</b>	Bid shall be submitted through e-tender mode in the manner specified elsewhere in bidding document. No Manual/ Hard Copy of the Bid shall be acceptable except those asked for in Physical form.
21.1	<b>PHYSICAL BID</b>	
	<b>EMD</b>	Not Applicable
21.2	<b>ON-LINE</b>	<p>Bid along with all the documents should be submitted in the electronic form only through e-Tendering system.</p> <p>Any revision or amendment in bid shall be possible only up to the due date and time of submission of tender.</p>
21.2.1	<b>Techno-Commercial Bid</b>	
(A)	<b>COVER TYPE – FEE</b>	Not Applicable
(B)	<b>COVER TYPE – TECHNICAL</b>	<p>The bidders shall upload documents in compliance to the Bidding Documents.</p> <p>The following documents are to be furnished by the Bidder as part of the Technical Bid:</p> <ol style="list-style-type: none"> <li>a) Techno Commercial Proposal Bid Form (Enclosed as Annexure-1 to Forms and Procedures i.e., Section VI)</li> <li>b) Power of Attorney as per requirement mentioned in NIT.</li> <li>c) Documents as required in accordance with Eligibility Criteria i.e., <u>Clause 5</u> of NIT</li> <li>d) Signed, Stamped and Scanned copy of Certificates like Registration certificate, GST No, PAN No. etc.</li> <li>e) Signed, Stamped and Scanned copy of Format for Electronics</li> </ol>





		<p>Payment (Enclosed as Annexure-2 to Forms and Procedures i.e., Section VI)</p> <p>f) Signed, Stamped and Scanned copy of Tender Acceptance Letter &amp; Letter of authorization to submit bid (Enclosed as Annexure-3 to Forms and Procedures i.e., Section VI)</p> <p>g) Signed, Stamped and Scanned copy of No deviation Certificate (Enclosed as Annexure-4 to Forms and Procedures i.e., Section VI)</p> <p>h) Signed, Stamped and Scanned copy of Certificate from CEO or Managing Director or Legally Authorised Signatory, in the format as enclosed as Annexure-5 to Forms and Procedures i.e., Section VI to Bidding Document shall be furnished certifying that the data and documents furnished by them in respect of Techno-Commercial Evaluation are true and correct including the contents thereof. However, if at any point of time the declarations given in bid are found to be incorrect, HURL shall have the full right to terminate the contract and take any action as per provisions of contract including forfeiture of EMD/Security Deposit.</p> <p>i) Acceptance to Fraud Prevention Policy of HURL, for which the bidder has to submit Signed, Stamped and Scanned copy of Form of Acceptance of Fraud Prevention Policy of HURL. (Enclosed as Annexure-6 to Forms and Procedures i.e., Section VI).</p> <p>j) Self-declaration certificate on letter head of the company duly signed by Authorized official as per attached format as Annexure 7 to Forms and Procedure i.e. Section VI.</p> <p>k) Chartered Accountant (CA) Certified copy of Turnover for the Financial Year 2023-24.</p> <p>l) Participating insurance companies shall submit signed and stamped copy of non-disclosure agreement in their own format as mentioned at serial number 11 of SCC.</p> <p>m) Documents required in support of RE-insurance arrangement as per clause 14 of SCC.</p> <p><b>Note:</b></p> <p>Bidders are requested to upload the clearly visible documents only otherwise if not clearly visible then offer shall be liable for rejection without any further communication. <b>The Techno-Commercial Bid should not contain any price content entry. In case, the Techno-Commercial Bid is found to contain any price content, such bid shall be liable for rejection.</b></p> <p>Checklist of documents to be submitted is enclosed as Annexure-1 to ITB.</p>
--	--	--



21.2.2	<b>Price Bid</b> <b>(COVER TYPE</b> <b>– FINANCE)</b>	<p>The Price bid is to be submitted in the BOQ provided in the Tender at <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>.</p> <p>Bidders are advised to fill the BOQ and upload the same on the portal. Bidder should not tamper/modify download price bid template. In case if the same is found to be tampered / modified in any manner, bid will be rejected and EMD would be forfeited and Bidder is liable to be banned from doing business with HURL for a period of 2 years.</p> <p><b>Bidders shall necessarily submit the prices on-line in the Bill of Quantity (BOQ) only. Bidder shall necessarily quote for all items of BOQ. The items under the BOQ are not divisible.</b></p> <p>For preparation of the “Price Bid”, Bidders are expected to take into account the requirements and conditions of the bidding documents. The Price Bid shall be made in the ‘BOQ’ (excel file) only of Bidding Documents.</p> <p>The rate quoted by the bidder shall be inclusive of all provisions for incidental expenses necessary for proper execution and completion of the work in accordance with the terms &amp; condition of the bidding document.</p> <p>All prices to be quoted by the bidders will be in Indian Rupees only, unless otherwise mentioned in the Special Conditions of Contract, on FIRM price basis and to remain valid during the currency of the Contract.</p>
<b>Documents to be uploaded in the format stipulated in the tender (online).</b>		
	<b>Note:</b>	<p>In case of Single Stage Two envelope bidding, Price Bid of those bidders whose bids are found to be qualified and technically &amp; commercially responsive shall be opened at a later date under intimation to such bidders.</p>
22.0	<b>Deadline for Submission of Bids</b>	<p>Bids must be submitted online no later than the time and date stated in the Tender Enquiry/NIT/ on line Tender details.</p> <p>The on-line Bid must be submitted on the system well before the expiry of time and the schedule specified in the tender notifications, and may note that there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on the server.</p> <p>The processing time for data exchange depends on the internet speed of the bidder, therefore bidder should avoid the last-minute hosting of their bid. The bids visible to the Employer will be final for the purpose of acceptance.</p> <p>EMPLOYER may, at its discretion, extend this deadline for submission of bids, in which case all rights and obligations of Employer and Bidders will thereafter be subject to the deadline as extended.</p>
23.0	<b>Modification and</b>	<p>The Bidder may modify or withdraw its bid after submission prior to the deadline prescribed for bid submission. In case of withdrawal a letter</p>



	<b>Withdrawal of Bids</b>	<p>giving the reason for withdrawal is to be uploaded. Once a bid is withdrawn, the bid cannot be re-submitted.</p> <p>No bid may be withdrawn / modified in the interval between the bid submission deadline and the expiration of the bid validity period. Withdrawal/Modification of a bid during this interval may result in the Bidder's forfeiture of its Earnest Money Deposit, pursuant to ITB Clause 14 above.</p>
<b>24.0</b>	<b>Opening of Bids</b>	
	<b>Techno-Commercial Bid Opening</b>	<p>The Employer will first open the Techno-Commercial Bid on the date and at the place specified in the tender enquiry/NIT. In the event of the specified date for the opening of bids being declared a holiday for EMPLOYER, the bids will be opened at the appointed time on the next working day. All important information and other such details as EMPLOYER, at its discretion, may consider appropriate, will be announced at the opening.</p> <p>Technical Bid shall be opened for evaluation.</p> <p>In case of Single Stage Two Envelope bidding, the Price Bid will remain unopened and the date and time for opening of price bids shall be intimated separately on the CPP website by EMPLOYER after completion of evaluation of Techno-Commercial Bids.</p>
	<b>Price Bid Opening</b>	<p>In case of Single Stage Single Envelope bidding, the Price Bid will be opened on the date and time for opening of bids specified after opening of Techno-commercial bids as specified above.</p> <p>In case of Single Stage Two Envelope bidding, after the evaluation process of Techno-Commercial bid is completed, the date and time for opening of price bids shall be intimated separately by Employer. Bidders, whose Techno-Commercial Bid is not substantially responsive, their Technical Bid shall be rejected and their Price bid will also be rejected &amp; shall not be opened and their Earnest Money Deposit shall be returned.</p> <p>Price bids of those Bidders, who have been considered qualified and whose Techno-commercial Bid is found to be responsive, will be opened online in presence of the Bidder's authorised representatives who choose to attend.</p>
<b>25.0</b>	<b>Clarification on Bids</b>	<p>During bid evaluation, EMPLOYER may, at its discretion, ask the Bidder for a clarification of its bid including documentary evidence pertaining to the Purchase Orders / Contracts executed declared in the bid for the purpose of meeting Qualifying Requirement specified in NIT/IFB. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid including substitution of Purchase Orders / Contracts executed in the bid by new/additional Purchase Orders/Contracts executed for conforming to Qualifying Requirement shall be sought, offered or permitted.</p>



		<p>For this purpose, only 1 chance, shall be given. However, if after review, the employer considers further clarification is required, bidders may be given one more opportunity to submit further clarifications/ documents on the documents/ clarifications already submitted. If the techno-commercial acceptability of bidder is established upon verification of documents including clarifications submitted, the case shall be considered for further processing. If the bidder happens to be defaulter upon verification of the documents or has not uploaded the required document within the mentioned time frame his bid would be analysed based on the uploaded documents and if found not in order as per requirement, would be outrightly rejected.</p>
<b>26.0</b>	<b>Preliminary Examination of Techno-Commercial Bids</b>	<p>EMPLOYER will examine the bids to determine whether they are complete, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.</p> <p>Prior to the detailed evaluation, the Employer will determine whether the bid is of acceptable quality, is generally complete and is substantially responsive to the bidding document. For purpose of this determination, a substantially responsive bid is one that conforms to all the terms, condition and specifications of the bidding documents without material deviations, objections, conditionality or reservations.</p> <p>A material deviation, objection, conditionality or reservation is</p> <ul style="list-style-type: none"> <li>(i) that effects in any substantial way the scope quality or performance of the contract.</li> <li>(ii) that limits in any substantial way inconsistent with the bidding document the Employers right or the successful bidder's obligation under the contract or</li> <li>(iii) whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids.</li> </ul> <p>Material deficiencies in the bid may render the bid non-responsive and may lead to the rejection of the bid.</p> <p>EMPLOYER's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it will be rejected by EMPLOYER, and may not subsequently be made responsive by the Bidder by correction of the nonconformity.</p>
<b>27.0</b>	<b>Evaluation Of Techno-Commercial Bids</b>	<p>EMPLOYER will carry out a detailed evaluation of the Techno-Commercial bids (of the qualified bidders shortlisted as above) previously determined to be substantially responsive in order to determine whether the technical and commercial aspects are in accordance with the requirements set forth in the bidding documents. In order to reach such a determination, EMPLOYER will examine and compare the technical and commercial aspects of the bids on the basis of the information supplied by the bidders. Bidder may note that no</p>



		<p>deviation, whatsoever, is permitted by EMPLOYER to any provisions of Bidding Documents.</p> <p>In case the Bidder refuses to withdraw additional conditions/deviations/exceptions/implicit or explicit, found anywhere in the bid in respect of techno-commercial requirements of the bidding documents, without any financial implication whatsoever to the Employer, the bid shall be rejected as technically non-responsive. Product(s) and/or service(s) not meeting the specified technical requirements &amp; scope work, shall be rejected.</p>
<b>28.0</b>	<b>Preliminary Examination of Price Bid</b>	<p>The Employer will examine the Price bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.</p> <p>In case any additional conditions/deviations/exceptions/implicit or explicit, is found anywhere in the Price bid, the Earnest Money Deposit shall be forfeited.</p>
<b>29.0</b>	<b>Discrepancies In Bid</b>	<p>In case of discrepancies in the bid, the following will be adopted to correct the discrepancies for Arithmetical for the purpose of evaluation.</p> <p>a) In case of discrepancy between unit price in figures and words, the unit price words will be considered as correct.</p> <p>b) In case of discrepancy between unit price and total price, the unit price will be considered as correct.</p> <p>d) In case of discrepancy between unit price and total price, which is obtained by multiplying the unit price and quantity, or between sub-totals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected accordingly.</p>
<b>30.0</b>	<b>Evaluation Criteria</b>	<p>The evaluation criteria specified in Special Conditions of Contract (SCC) shall over-ride all other similar related clauses appearing elsewhere in the bidding documents.</p> <p>The evaluation shall be based on the evaluated cost of fulfilling the contract in compliance with all commercial, contractual and technical obligations under this Bidding Document.</p>
<b>31.0</b>	<b>Evaluation of Bids</b>	<p>a) The Employer shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.</p> <p>b) To evaluate a Bid, HURL shall only use all the criteria and methodologies defined in this document.</p> <p>c) To evaluate a Bid, HURL shall consider the following:</p> <ul style="list-style-type: none"> <li>• The bid price as quoted as per Bill of Quantity (BOQ)</li> <li>• Price adjustment for correction of discrepancy.</li> <li>• Price adjustment due to Price Preference, pursuant to ITB clause 4.0, if applicable</li> <li>• Price adjustment due to Price Preference due to any other condition specified in Special Purchase Condition;</li> </ul>



		<ul style="list-style-type: none"> <li>• Price adjustment due to application of the evaluation criteria.</li> </ul>
<b>32.0</b>	<b>Contacting The Employer</b>	<p>Subject to ITB clause 25.0 above, no Bidder shall contact the Employer on any matter relating to its bid, from the time of the opening of Bids to the time the contract is awarded.</p> <p>Any effort by a Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.</p>
<b>33.0</b>	<b>Employer's Right to Accept Any Bid and To Reject Any or All Bids</b>	<p>The Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder(s) of the grounds for the Employer's action.</p>
<b>34.0</b>	<b>Award Criteria</b>	<p>Subject to ITB Clause 33, the Employer will award the contract to the successful Bidder/Bidders whose bid has been determined to be substantially responsive to the Bidding Documents and qualified to perform the contract satisfactorily, as per methodology specified in Special Conditions of Contract (SCC).</p> <p>The Bidder will be required to comply with all requirements of the Bidding Documents without any extra cost to the Employer, failing which his Earnest Money Deposit will be forfeited.</p>
<b>35.0</b>	<b>Construction of Contract</b>	Not Applicable
<b>36.0</b>	<b>Notification of Award</b>	<p>Prior to the expiration of the period of bid validity, the Employer will notify the successful Bidder in writing by email or letter or by telefax to be confirmed in writing by letter sent by Speed Post/Registered/courier/email, that its bid has been accepted. The notification of award (Purchase/Service Order) will constitute the details of total premium for all the policies as part of the tender, the co-insurance pattern and policy shall be effective from the date as specified in Special Conditions of Contract (SCC).</p>
<b>37.0</b>	<b>Corrupt or Fraudulent Practices</b>	<p>Employer requires that Bidders, Contractors and Suppliers observe the highest standard of ethics during the procurement and execution of the contracts. In pursuance of this policy, Employer:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and</p> <p>(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice</p>



		<p>among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;</p> <p>(b) will reject a bid for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;</p> <p>(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract of the Employer.</p>
38.0	<b>Fraud Prevention Policy</b>	<p>The Bidders/ Service Providers/ Vendors/ Consultants etc. shall strictly adhere to the Fraud Prevention Policy of HURL displayed on its website <a href="http://www.hurl.net.in">http://www.hurl.net.in</a> and shall not indulge or allow anybody else working in their organization to indulge in fraudulent activities and immediately apprise HURL of the fraud/suspected fraud as soon as it comes to their notice. A certificate to this effect shall be furnished by the bidder along with his bid, in relevant attachment as per format enclosed (Annexure 6 of Section VI (Forms and Procedures)) with the Bidding Document.</p> <p>If in terms of above policy, it is established that the bidder/his representatives have committed any fraud while competing for this contract then the Earnest Money Deposit shall be forfeited.</p>
39.0	<b>Indian Agents</b>	Not Applicable
40.0	<b>Transfer of Bid Documents</b>	<p>a. Transfer of Bidding documents is not permissible.</p> <p>b. Documents purchased / downloaded by the intending bidders cannot be transferred.</p>
41.0	<b>Restrictions on procurement from a Bidder of a country which shares a land border with India</b>	Not Applicable
42.0	<b>Important Note</b>	<b>The Special Conditions of Contract (SCC) will supersede any other related conditions anywhere else in the Bidding Documents and will prevail for evaluation / finalization of the tender.</b>
43.0	<b>Mandated Broker</b>	HURL has appointed Marsh India Insurance Brokers Ltd as its sole and exclusive broker and they would be eligible for brokerage as per IRDAI provisions.





**Annexure-1 to ITB**

**Checklist of documents to be submitted:**

Sr. No	Item	Yes / No	Bid Ref.
1	Techno Commercial Proposal Bid Form. (Enclosed as Annexure-1 to Forms and Procedures i.e., Section VI)		
2	Power of Attorney as per requirement mentioned in NIT.		
3	Documents as required in accordance with Eligibility Criteria i.e., <u>Clause 5</u> of NIT		
4	Signed, Stamped and Scanned copy of Certificates like Registration certificate, GST No, PAN No, etc.		
5	Signed, Stamped and Scanned copy of Format for Electronics Payment (Enclosed as Annexure-2 to Forms and Procedures i.e., Section VI)		
6	Signed, Stamped and Scanned copy of Tender Acceptance Letter (Enclosed as Annexure-3 to Forms and Procedures i.e., Section VI)		
7	Signed, Stamped and Scanned copy of No deviation Certificate (Enclosed as Annexure-4 to Forms and Procedures i.e., Section VI)		
8	Signed, Stamped and Scanned copy of Certificate from CEO/MD/ Legally Authorised Signatory, in the format as enclosed as Annexure-5 to Forms and Procedures i.e., Section VI) to Bidding Document shall be furnished certifying that the data and documents furnished by them in respect of Techno-Commercial Evaluation are true and correct including the contents thereof. However, if at any point of time the declarations given in bid are found to be incorrect, HURL shall have the full right to terminate the contract and take any action as per provisions of contract including forfeiture of EMD/Security Deposit.		
9	Acceptance to Fraud Prevention Policy of HURL, for which the bidder has to submit Signed, Stamped and Scanned copy of Form of Acceptance of Fraud Prevention Policy of HURL. (Enclosed as Annexure-6 to Forms and Procedures i.e., Section VI).		
10	Self-declaration certificate on letter head of the company duly signed by Authorized official as per attached format as		





	Annexure 7 to Forms and Procedure i.e. Section VI		
11	Chartered Accountant (CA) Certified copy of Turnover for the Financial Year 2023-24.		
12	Participating insurance companies shall submit signed and stamped copy of non-disclosure agreement in their own format as mentioned at serial number 11 of SCC.		
13	Documents required in support of RE-insurance arrangement as per clause 14 of SCC.		

**Note:** Failure to Upload Authentic and Correct Documents as mentioned at Sr. No. 1 to 13 above would lead to Rejection of Techno- Commercial Bid. Price Bids shall be opened only of those bidders who are qualified and whose techno-commercial bids are acceptable.



## Annexure 2 to ITB

A	<p><b>Instructions for Online Bid Submission</b></p>	<p>The bidders are required to submit their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bidsonline on the CPP Portal.</p> <p>More information useful for submitting online bids on the CPP Portal may be obtained at: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>.</p> <p><b>1.0 <u>REGISTRATION</u></b></p> <p><b>1.1</b> Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.</p> <p><b>1.2</b> As part of the enrollment process, the bidders will be required to choose a unique username and assign a password for their accounts.</p> <p><b>1.3</b> Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.</p> <p><b>1.4</b> Upon enrollment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g., Sify / nCode / eMudhra etc.), with their profile.</p> <p><b>1.5</b> Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.</p> <p><b>1.6</b> Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.</p> <p><b>2.0 <u>SEARCHING FOR BIDDING DOCUMENTS</u></b></p> <p><b>2.1</b> There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP</p>
---	--	--



		<p>Portal.</p> <p><b>2.2</b> Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the Bidding Document.</p> <p><b>2.3</b> The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.</p> <p><b>3.0 <u>PREPARATION OF BIDS</u></b></p> <p><b>3.1</b> Bidder should take into account any corrigendum published on the Bidding Document before submitting their bids.</p> <p><b>3.2</b> Please go through the Bidding Document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.</p> <p><b>3.3</b> Bidder, in advance, should get ready the documents to be submitted as indicated in the Bidding Document / schedule. Generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.</p> <p><b>4.0 <u>SUBMISSION OF BIDS:</u></b></p> <p><b>4.1</b> Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. HURL shall NOT be responsible for any delay.</p> <p><b>4.2</b> The bidder has to digitally sign and upload the required bid documents one by one as indicated in the Bidding Document.</p> <p><b>4.3</b> Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.</p> <p><b>4.4</b> Bidder should prepare the EMD as per the instructions specified in the Bidding Document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the Bidding Documents.</p>
--	--	--



		<p><b>4.5</b> Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the Bidding Document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the blue colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.</p> <p><b>4.6</b> The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.</p> <p><b>4.7</b> All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.</p> <p><b>4.8</b> Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded Bidding Documents become readable only after the tender opening by the authorized bid openers.</p> <p><b>4.9</b> The uploaded Bidding Documents become readable only after the tender opening by the authorized bid openers.</p> <p>Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message &amp; a bid summary will be displayed with the bid no. and the date &amp; time of submission of the bid with all other relevant details.</p> <p><b>4.10</b> The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.</p> <p><b>4.11</b> The Bidder is allowed to re-submit the Bid and related Bid documents before the last date of Bid submission and time. The Bid can be re-submitted as many times as required by the Bidder, within the indicated timelines. The last version of the</p>
--	--	---



		<p>Bid submitted by the Bidder before the Bid submission date and time will be considered for Bid evaluation.</p> <p><b>4.12</b>The Bidder is permitted to withdraw his Bid before the last date of Bid submission and time through the CPP Portal. The bidder should provide the supporting reasons for bid withdrawal and attach the supporting letter to the Purchaser.</p> <p><b>4.13</b>During bid evaluation, EMPLOYER may, at its discretion, ask the Bidder for a clarification of its bid including documentary evidence pertaining to the Purchase Orders/Contracts executed declared in the bid for the purpose of meeting Qualifying Requirement specified in NIT/IFB. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid including substitution of Purchase Orders/Contracts executed in the bid by new/additional Purchase Orders/Contracts executed for conforming to Qualifying Requirement shall be sought, offered or permitted.</p> <p>For this purpose, only 1 chance, shall be given. If the techno-commercial acceptability of bidder is established upon verification of documents including clarifications submitted, the case shall be considered for further processing. If the bidder happens to be defaulter upon verification of the documents or has not uploaded the required document within the mentioned time frame his bid would be analyzed based on the uploaded documents and if found not in order as per requirement, would be outrightly rejected.</p>
B.	<b>Reverse Auction</b>	Not Applicable
		<b>Bidders must apprise themselves of the applicable guidelines for submission of and uploading of bids etc. on CPP website.</b>

**HINDUSTAN URVARAK & RASAYAN LIMITED**  
(A JOINT VENTURE OF CIL, NTPC, IOCL, FCIL & HFCL)



**SECTION – III**

***GENERAL CONDITIONS OF CONTRACTS***  
***(GCC)***



**The Special Conditions of Contracts (SCC) will supersede any related condition anywhere in the Bidding Documents and will prevail for evaluation / finalization of the tender.**

1	<b>Definitions &amp; Terminology</b>	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <p><b>“Employer” / “Owner”</b> means the Hindustan Urvarak &amp; Rasayan Limited (HURL), having its registered office Core-4, 9th Floor, Scope Minar, Laxmi Nagar District Centre, Delhi-110092 and shall include their legal representatives, successors and permitted assigns.</p> <p><b>“Contract”</b> means the Contract Agreement entered into between the Owner and the Contractor, together with the Contract Documents referred to therein; they shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly.</p> <p><b>“Contract Documents”</b> mean the following documents that constitute the Contract between the Employer and the Contractor:</p> <ul style="list-style-type: none"> <li>(i) The Contract Agreement along with its appendices</li> <li>(ii) Letter of Award/Service Purchase Order along with its appendices including agreed variations annexed.</li> <li>(iii) Amendment to Tender/Bidding Documents</li> <li>(iv) Special Conditions of Contract</li> <li>(v) Technical Specifications</li> <li>(vi) General Conditions of Contract</li> <li>(vii) The Bid and Bill of Quantities submitted by the Contractor</li> <li>(viii) Instructions to Bidders</li> </ul> <p><b>“GCC”</b> means the General Conditions of Contract hereof.</p> <p><b>“SCC”</b> means the Special Conditions of Contract.</p> <p><b>“Day”</b> means calendar day of the Gregorian Calendar.</p> <p><b>“Week”</b> means a continuous period of seven (7) calendar days.</p> <p><b>“Month”</b> means calendar month of the Gregorian Calendar.</p> <p><b>“Completion”</b> means the fulfilment of the Services by the Contractor in accordance with the terms and conditions set forth in the Contract.</p> <p><b>“Contractor”</b> shall mean the successful Sole Bidder or Consortium whose bid has been accepted by the OWNER and who has been selected by the OWNER for the award of Works and shall include his heirs, legal representatives, successors and permitted assigns.</p> <p><b>“Contract Price”</b> means the price to be paid for the performance of the Services, exclusive of GST.</p>
---	--------------------------------------	---



		<p><b>Effective Date</b> means the date on which this Contract comes into force pursuant to GCC Clause 15.</p> <p><b>Foreign Currency</b> means any currency other than the currency of the Owner’s country.</p> <p><b>“Local Currency”</b> means the currency of the Government of India.</p> <p><b>“Government”</b> means the Government of the Owner’s country i.e. INDIA.</p> <p><b>Party</b> means the Owner or the Contractor, as the case may be, and <b>“Parties”</b> means both of them. Third party means any party other than Owner and Contractor.</p> <p><b>Personnel</b> mean professionals and support staff provided by the Contractor or by any Sub-Contractor and assigned to perform the Services or any part thereof;</p> <p><b>“Funds”</b> means any funds allocated to the Owner under Company budget, or loan, grants and credits placed at the disposal of the Owner.</p> <p><b>Services</b> means the work to be performed by the Contractor pursuant to this Contract</p> <p><b>“Engineer”</b> or <b>“Engineer-in-Charge”</b> or <b>“E.I.C.”</b> shall mean the officer appointed in writing by the Owner to act as <b>“Coordinator”</b> from time to time on behalf of Owner in all matters pertaining to this Contract. <b>“Engineer-in-Charge”</b> shall be authorized by the Client for supervision, inspection, scrutiny and approval of some or all of the services rendered by the Contractor under the Contract.</p> <p><b>“Bill Of Quantity”</b> shall mean the priced and completed Bill of Quantity (BOQ) forming the part of the bid or such Bill of Quantity (BOQ) forming the part of the Contract, as the case may be, with amendments, if any, thereto.</p> <p>Throughout these Bidding Documents, the term <b>“Bid”</b> and <b>“Tender”</b> and their derivatives (Bidder/ Tenderer, Bidding / Tendering, Bidding Document/Tender Document, etc.); Bill of Quantity / Schedule of Quantity / Schedule of Quantities/ Bill of Quantities; Owner / Employer / HURL; Bid Security / Earnest Money Deposit; Security Deposit / Performance Security/ Performance Guarantee; Engineer-in-Charge / Engineer, appearing anywhere in the Bidding Documents shall have the same meaning and are synonymous to each other.</p>
2	<b>Order of the precedence of the Documents</b>	<p>Subject to order of precedence listed below, all documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.</p> <p>The order of precedence of documents shall be as under:</p>





		<p>a) Insurance Policy document</p> <p>b) Contract Agreement and the Appendices</p> <p>c) Purchase Order/Service Order along with its annexures.</p> <p>d) Amendment to Bidding Documents</p> <p>e) Special Conditions of Contract</p> <p>f) Technical Specifications including Scope of Work</p> <p>g) General Purchase Conditions</p> <p>h) The Bid and BOQ submitted by the Supplier</p> <p>i) Instructions to bidders</p> <p>An amendment issued after issue of Contract shall take precedent over the formal Contract and all other contract documents.</p> <p>In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Documents are listed above.</p> <p>Any error in description, quantity or rate in Bill of Quantity (BOQ) or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the Works comprised therein according to drawings and specifications or from any of his obligations under the Contract.</p>
3	<b>Singular and Plural</b>	The singular shall include the plural and the plural the singular, except where the context otherwise requires.
4	<b>Headings</b>	<p>The headings and marginal notes in the General Conditions of Contract are included for ease of reference, and shall neither constitute a part of the Contract nor affect its interpretation.</p> <p>Heading and marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.</p>
5	<b>Communications and Notices</b>	<p>Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the Contract shall be in writing to the Authorized Representatives named in the Contract.</p> <p>A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p> <p>A Party may change its address for notice hereunder by giving the other Party notice of such change to the address.</p>
6	<b>Governing Laws</b>	<p>The Contract shall be governed by and interpreted in accordance with laws in force in India.</p> <p>The Courts of Delhi shall have exclusive jurisdiction in all matters arising under the Contract, unless otherwise stated in the SCC.</p>



7	<b>Governing Language</b>	<p>The Contract shall be written in English. All correspondences and documents relating to the Contract shall be written in English. Supporting documents and printed literature that are part of the Contract may be 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, the translation shall govern.</p> <p>The English Translation of the documents shall be carried out by professional translators and the translator shall certify that he is proficient in both languages in order to translate the document and that the translation is complete and accurate. Further, translation shall be authenticated by the Indian Consulate located in the Country where the documents have been issued or the Embassy of that Country in India.</p> <p>The Contractor shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.</p>
8	<b>Assignment</b>	<p>Neither the Owner nor the Contractor shall assign, in whole or in part, their obligations under this Contract; except with prior written approval of the Owner.</p>
9	<b>Authorized Representatives</b>	<p><b>Engineer-in-Charge</b></p> <p>If the Engineer-in-Charge is not named in the Contract, then within fourteen (14) days of the Effective Date, the Owner shall appoint and notify the Contractor in writing of the name of the Engineer-in-Charge. The Owner may from time to time appoint some other person as the Engineer-in-Charge in place of the person previously so appointed, and shall give a notice of the name of such other person to the Contractor without delay. The Owner shall take reasonable care to see that no such appointment is made at such a time or in such a manner as to impede the progress of work. The Engineer-in-Charge shall represent and act for the Owner at all times during the currency of the Contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Engineer-in-Charge, except as herein otherwise provided. All notices, instructions, information and other communications given by the Contractor to the Owner under the Contract shall be given to the Engineer-in-Charge, except as herein otherwise provided.</p>
10	<b>Contractor's Authorised Representative</b>	<p><b>Contractor's Representative</b></p> <p>If the Contractor's Representative is not named in the Contract, then within fourteen (14) days of the Effective Date, the Contractor shall appoint the Contractor's Representative and shall request the Owner in writing to approve the person so appointed. If the Owner makes no objection to the appointment within fourteen (14) days, the Contractor's Representative shall be deemed to have been approved. If the Owner objects to the appointment within fourteen (14) days giving the reason therefore, then the Contractor shall appoint a replacement within fourteen (14) days of such objection, and the foregoing</p>



		<p>provisions of this GCC Clause shall apply thereto.</p> <p>The Contractor's Representative shall represent and act for the Contractor at all times during the currency of the Contract and shall give to the Engineer-in-Charge all the Contractor's notices, instructions, information and all other communications under the Contract.</p> <p>All notices, instructions, information and all other communications given by the Owner or the Engineer-in-Charge to the Contractor under the Contract shall be given to the Contractor's Representative or, in its absence, its deputy, except as herein otherwise provided.</p>
11	<b>Relation between the Parties</b>	<p>Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Owner and the Contractor. The Contractor, subject to this Contract, has complete charge of Personnel, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.</p>
12	<b>Location</b>	Not Applicable
13	<b>Taxes &amp; Duties</b>	<p>Contractor, shall bear all tax liabilities, duties, Govt. levies etc. on account of payments made under this Contract. It shall be the responsibility of the Contractor to submit to the concerned Indian authorities the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.</p> <p>It shall be incumbent upon the Contractor to obtain a registration certificate as a dealer under GST Law, and other law(s) relating to levy of tax, duty, cess etc. and necessary evidence to this effect shall be furnished by the Contractor to the Owner.</p> <p>The Contract Price (of both domestic and foreign Contractor) shall also be exclusive of GST applicable on services as per the rates prevailing as on seven (7) days prior to the date of Techno-Commercial bid opening. In case the Contractor is from outside India, who does not have any fixed establishment or permanent address in India, the GST shall be paid to the concerned Tax Authorities in India by the Owner and the same shall be recovered/ deducted from the Contractor.</p> <p>In case of any variation in the rate of GST during the period of Contract, an equitable amount shall be paid/ recovered from the Contractor to fully take into account any such change.</p> <p>If a new tax, duty or levy is imposed or any rates of tax are increased or decreased under statute or law in India after the date seven (7) days prior to date of Techno-Commercial bid opening and the Contractor becomes liable there under to pay and actually pays the said new tax, duty or levy for bonafide use on the work contracted, the same shall be reimbursed/recovered to the Contractor.</p> <p>As regards Income Tax, Surcharge on Income Tax and other Corporate Taxes, including Cess wherever applicable, the Contractor shall be</p>



		<p>responsible for such payments to the concerned authorities.</p> <p>The Owner shall be entitled to make necessary tax deductions at source as per the prevalent laws. The Contractor shall be required to submit the PAN details before the submission of the first bill/invoice under the Contract.</p> <p>In case the Contractor is from outside India, it shall be required to either furnish (i) the certificate from Indian Tax Authority or (ii) Ruling from "the Authority for Advance Ruling (AAR)" determining the applicable rate of Income Tax in India before release of first payment.</p> <p>The Contractor shall himself be informed of all the applicable laws, notifications, rules, circulars and other communications of the State or Central or other authorities with regard to levy of any tax, duty, cess, levy or fee etc, which in any manner may impinge upon him in performance of any obligations/responsibilities under or arising out of the Contract.</p> <p>Further in case of foreign Contractor, certain benefits of Income Tax may be available to him in his country under Double Taxation Avoidance Agreement (DTAA). While quoting for the assignment, the foreign Contractors are required to consider such benefits in their proposal.</p>
14	<b>Effectiveness of Contract</b>	The Contract shall come into force and effect on the date, called the "Effective Date", of the Owner's notice to the Contractor instructing the Contractor to commence carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, as specified in the SCC have been met or as mentioned elsewhere in the tender document.
15	<b>Effective Date</b>	The date the Contract comes into effect shall be as specified in the SCC.
16	<b>Commencement of Services</b>	The Contractor shall commence carrying out the Services not later than the number of days after the Effective Date as specified in the SCC.
17	<b>Modifications or Changes or Amendment</b>	No Modifications or changes or amendment or other variation of the Contract (Purchase Order / Service Purchase) shall be effective unless it is in writing, is dated, expressly refers to the Purchase Order / Service Order, and is signed by a duly authorized representative of Employer and accepted by the Contractor.
18	<b>Contract Price</b>	The Contract price, other than GST, shall remain FIRM throughout the contract period and will be NOT be subject to adjustment for price escalation during the performance of the Contract until unless specified otherwise in the SCC.
19	<b>Severability</b>	If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
20	<b>Standard of</b>	The Contractor shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance



	<b>Performance</b>	with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Owner, and shall at all times support and safeguard the Owner's legitimate interests in any dealings with Sub Contractors or Third Parties.
21	<b>Conflict of Interests</b>	The Contractor shall hold the Owner's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
22	<b>Confidentiality</b>	The Owner and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Subcontractor(s) such documents, data and other information it receives from the Owner to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Contractor under this clause of GCC.
23	<b>Limitation of Liability</b>	<p>HURL shall in no way be responsible for any liabilities arising out of the Contractor's Contractual obligations with the Contractor's personnel, experts, engineers, sub-Contractors, licensors, collaborators, vendors, or subsidiaries. Similarly, the Contractor shall in no way be responsible for any liabilities arising out of HURL's personnel, sub-Contractors, licensors, collaborators, vendors or subsidiaries.</p> <p>The Contractor and HURL both agree that each shall assume full risk of damages or injury to its own properties, employees and representatives caused by any act or omission to act by their respective employees or representatives, during the performance of this Contract.</p> <p>Except in cases of criminal negligence or willful misconduct,</p> <p>(a) Neither Party shall be liable to the other Party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, which may be suffered by the other Party in connection with the Contract, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer and</p> <p>(b) The aggregate liability of the either party to the other party, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.</p> <p>Notwithstanding anything contained hereinabove, the aggregate</p>



		liability of the Employer to the Contractor shall not exceed the Total Contract Price, less payments already released to the Contractor, if any.
24	<b>Liability of the Contractor</b>	<p>The Contractor, shall be, liable to and required to indemnify, the Owner as stated under for due performance of the Contract.</p> <p>The Contractor shall indemnify the Owner from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the Owner during or in connection with the Services by reason of:</p> <p>(a) infringement or alleged infringement by the Contractor of any patent or other protected right; or</p> <p>(b) plagiarism or alleged plagiarism by the Contractor.</p> <p>The Contractor shall ensure that all goods and services (including without limitation all computer hardware, software and systems) procured by the Contractor out of funds provided or reimbursed by the Owner or used by the Contractor in the carrying out of the Services do not violate or infringe any industrial property or intellectual property right or claim of any third party.</p>
25	<b>Insurance to be taken out by the Contractor</b>	Not Applicable
26	<b>Contractor's Actions Requiring Owner's Prior Approval</b>	<p>The Contractor shall obtain the Owner's prior approval in writing before taking any of the following actions:</p> <p>(a) any subcontract relating to the Services to an extent and, with such specialists and entities as may be approved as</p> <p>(b) any other action that may be specified in the SCC.</p> <p>Notwithstanding any approval as above, the Contractor shall remain fully liable for the performance of Services by the Sub-Contractor and its Personnel and retain full responsibility for the Services.</p>
27	<b>Assistance and Exemptions</b>	<p>The Owner shall use its best efforts to ensure the following:</p> <p>(a) To ensure the accuracy of all information and/or data to be supplied by the Owner to the Contractor necessary for performance of the Contract, except when otherwise expressly stated in the Contract.</p> <p>(b) issue to officials, agents and representatives of the Owner all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;</p> <p>(c) provide to the Contractor, Sub-Contractors and Personnel any such other assistance as may be specified in the SCC.</p>
28	<b>Payment Terms</b>	<p><b>General</b></p> <p>In consideration of the Services performed by the Contractor under this</p>



		<p>Contract, the Owner shall make to the Contractor such payments and in such manner as stated below:</p> <p>Payments will be made in the currency or currencies in which the Contract Price has been stated in the Contractor's bid i.e., INR.</p> <p>No payment made by the Owner herein shall be deemed to constitute acceptance of the Services nor relieve the Contractor of any obligations.</p> <p>Contractor shall furnish the details of Bank Account in the prescribed format along with Bid in order to facilitate the Owner to release Payments electronically through Electronic Fund Transfer system wherever technically feasible. The Contractor shall hold the Owner harmless &amp; Owner shall not be liable for any direct, indirect or consequential loss or damage sustained by the Contractor on account of any error in the information or change in Bank details provided to the Owner in the prescribed form without intimation to Owner duly acknowledged.</p>
29	<b>Early Warning</b>	Not Applicable
30	<b>Extension of the Intended Completion Date</b>	Not Applicable
31	<b>Good Faith</b>	The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
32	<b>Liquidated Damage (LD) for Delay</b>	Not Applicable
33	<b>Change in laws and regulations</b>	If, after the date seven (7) days prior to the last date of Bid submission, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. However, these adjustments would be restricted to items in respect of both direct transactions between the Employer and Supplier.
34	<b>Performance Security</b>	Not Applicable
35	<b>Force Majeure</b>	Not Applicable
36	<b>No Breach of Contract</b>	The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the





		Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
37	<b>Measures to be Taken on Force Majeure</b>	Not Applicable
38	<b>Suspension</b>	<p>The Contractor shall, on receipt of the order in writing of the Engineer-in Charge, suspend the progress of the Works or any part thereof for such time and in such manner as the Engineer in Charge may consider necessary for any of the following reasons:</p> <p>(i) On account of any default on part of the Contractor;</p> <p><b>or</b></p> <p>(ii) for proper execution of the Works or part thereof for reasons other than the default on the part of the Contractor;</p> <p><b>or</b></p> <p>(iii) for safety of the Works or part thereof, for reasons other than those attributable to the Contractor.</p> <p>The Contractor shall, during such suspension, properly protect and secure the Works to the extent necessary and carry out the instructions given in that behalf by the Engineer in Charge.</p> <p>The time for completion of the WORKS will be extended for a period equal to the duration of the suspension. The Contractor shall not be eligible for any other compensation whatsoever for such suspension, except as otherwise provided herein under.</p> <p>If such suspension of WORK by OWNER delays or is likely to delay the progress of WORK or the carrying out of WORK under CONTRACT resulting in additional expenses or increased liability to CONTRACTOR, the OWNER shall pay to the CONTRACTOR all reasonable expenses, mutually agreed between OWNER and CONTRACTOR, arising from suspension of the work by an order in writing of the OWNER provided that such suspensions of work is more than a cumulative period of ninety (90) days and provided that such suspension is not due to some fault on the part of the CONTRACTOR or a SUBCONTRACTOR.</p>
39	<b>Termination for Default</b>	<p>The Owner or the Contractor, without prejudice to any other remedy for breach of Contract, by notice of default sent to the other party, may terminate the Contract in whole or in part if the other party causes a fundamental breach of contract. In such an occurrence one party shall give not less than thirty (30) days' written notice of termination to the other party.</p> <p>Fundamental breaches of the Contract shall include but shall not be limited to, the following:</p> <p>(a) If the Contractor fails to remedy a failure in the performance of their obligations hereunder, within thirty (30) days of receipt of such notice of suspension or within such further period as the Owner may</p>





		<p>have subsequently approved in writing;</p> <p>(b) If the Contractor submits to the Owner a statement which has a material effect on the rights, obligations or interests of the Owner and which the Contractor knows to be false;</p> <p>(c) if the Contractor, in the judgement of the Owner has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>For the purpose of this Sub-Clause:</p> <p>"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Owner and includes collusive practice among Contractors (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Owner of the benefits of free and open competition.</p>
40	<b>Termination for Insolvency</b>	<p>The Owner and the Contractor may at any time terminate the Contract by giving notice to the other party if:</p> <p>(a) the Owner becomes bankrupt or otherwise insolvent;</p> <p>(b) the Contractor becomes (or, if the Contractor consist of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; or</p> <p>(c) in such event, termination will be without compensation to any party, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the other party.</p>
41	<b>Termination for Convenience</b>	<p>The Owner, by notice sent to the Contractor, may in its sole discretion and for any reason whatsoever, terminates the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Owner's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>In event of termination of Order/Contract, the Employer shall pay to the Supplier/Contractor the Contract Price, properly attributable to the works/supplies executed by the Supplier/Contractor as on the date of termination. However, any sums due to the Employer from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Supplier under this Order/Contract.</p>
42	<b>Termination because of Force Majeure</b>	<p>The Owner and the Contractor may at any time terminate the Contract by giving notice to the other party if, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a</p>



		period of not less than sixty (60) days.
43	<b>Cessation of Services</b>	Upon termination of the Contract by notice of either Party to the other pursuant to GCC Clauses 39 to 42, the Contractor shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.
44	<b>Payment upon Termination</b>	Upon termination of this Contract pursuant to GCC Clauses to 39 to 42, the Owner shall make the payments to the Contractor for Services satisfactorily performed prior to the effective date of termination.
45	<b>Disputes about Events of Termination</b>	<p>If either Party disputes whether an event specified in GCC Clause 39, 40 or 41 has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to GCC Clause 46, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.</p> <p>In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to GCC Clause 46.</p>
46	<b>Settlement of Disputes</b>	<p><b>Mutual Discussion</b></p> <p>Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties and so notified in writing by either Party to the other Party (the "Dispute") shall in the first instance, be attempted to be resolved amicably by mutual consultations between the Parties within a period of 30 days. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.</p> <p><b>Arbitration</b></p> <p>If either the Owner or the Contractor is dissatisfied with the mutual discussion, or if the mutual discussion fails to arrive at a decision within thirty days (30) days of a dispute being discussed, then either the Owner or the Contractor may, within fifty-six (56) days of such reference, give notice to the other party, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.</p> <p>Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with above clause, shall be finally settled by arbitration. Arbitration may be commenced prior to or</p>



after completion of the Services.

Any dispute submitted by a party to arbitration shall be heard by an arbitration panel composed of three arbitrators, in accordance with the provisions set forth below.

The Owner and the Contractor shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within twenty-eight (28) days after the latter of the two arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority as given below:

- a) President, Institution of Engineers in case of an Indian Contractor.
- b) President, International Chambers of Commerce, Paris in case of a Foreign Contractor.

If one party fails to appoint its arbitrator within forty-two (42) days after the other party has named its arbitrator, the party which has named an arbitrator may request the Appointing Authority to appoint the second arbitrator.

If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned under the Clause related to Governing Law and a substitute shall be appointed in the same manner as the original arbitrator.

Arbitration proceedings shall be conducted

(i) in accordance with the following rules of procedure:

a) In case of a foreign Contractor, the arbitration proceeding shall be conducted in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976.

b) In case of an Indian Contractor, adjudication/Arbitration proceedings shall be conducted in accordance with Indian Arbitration and Conciliation Act 1996. In case the Indian Contractor is an Indian Public Sector Enterprise/Government Department (but not a State Govt. Undertaking or Joint Sector Undertaking which is not a subsidiary of Central Govt. Undertaking), the dispute arising between the Owner and the Contractor shall be referred for resolution to a Permanent Arbitration Machinery (PAM) of the Department of Public Enterprises, Government



		<p>of India.</p> <p>c) In case of a foreign collaborator/associate of the Contractor, the arbitration proceedings shall be conducted in accordance with the United Nation Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976</p> <p>(ii) in New Delhi, India (Place for Arbitration)</p> <p>(iii) in the language in which this Contract has been executed.</p> <p>The decision of a majority of the arbitrators (or of the third arbitrator chairing the arbitration, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.</p>
47	<b>Fraud Prevention Policy</b>	<p>The Supplier along with their associate / collaborator / subcontractors / sub-vendors / consultants / service providers shall strictly adhere to the Fraud Prevention policy of the Employer displayed on its tender website <a href="http://www.hurl.net.in">http://www.hurl.net.in</a>.</p> <p>The Supplier along with their associate / collaborator / subcontractors / sub-vendors / consultants / service providers shall observe the highest standard of ethics and shall not indulge or allow anybody else working in their organization to indulge in fraudulent activities during execution of the Contract (Purchase Order/Service Order).</p> <p>The Supplier shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to their notice.</p>
48	<b>Risk purchase</b>	Not Applicable

<b>IMPORTANT NOTE</b>	<b>The Special Conditions of Contract will supersede any other related conditions anywhere in the tender documents and will prevail for evaluation / finalization of the tender.</b>
-----------------------	--

**HINDUSTAN URVARAK & RASAYAN LIMITED**  
(A JOINT VENTURE OF CIL, NTPC, IOCL, FCIL & HFCL)



**SECTION – IV**

***SPECIAL CONDITIONS OF CONTRACTS***  
***(SCC)***

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Wherever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated.

SCC Clause	Reference Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract or additional clauses
1	Qualifying Requirements / Pre-Qualification Criteria (PQC)	As per clause 5.0 of Section 1 i.e., NIT (Notice Inviting Tender).
2	Price Bid/ BOQ	<p>Schedule of price bid / BOQ in the form of BOQ_XXXX .xls is provided along with this tender document at <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>.</p> <p>Bidders are advised to upload the same in the commercial bid. Bidder shall not tamper/modify download price bid template in any manner. In case if the same is found to be tampered / modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with HURL.</p> <p>The quoted rate/amount shall be inclusive of taxes duties, levies including any other incidental charges applicable for the complete Scope of Work excluding GST. Bidder has to quote GST rate for each item of the BOQ. In case the GST rate is not mentioned by bidder in the BOQ, the total amount shall be considered inclusive of GST and bidder has to abide by the same.</p> <p><b>Note:</b></p> <ol style="list-style-type: none"> <li>1. ONLY the online price bid will be accepted and considered as final.</li> <li>2. All premiums quoted should be firm and binding and no claim shall be repudiated on the basis of wrong underwriting post acceptance of risk and in all circumstances the insurance company must indemnify the loss as per terms and conditions of the policy to be issued based on the bid.</li> <li>3. BOQ (Bill of Quantity) and SOR (Schedule of Rates) shall have the same meaning.</li> <li>4. Quantity mentioned in the BOQ/SOR are non-splitable under the tender.</li> <li>5. Bidder has to necessarily quote for all the items.</li> </ol>
3	<u>Bid Evaluation</u>	<p><b><u>PRELIMINARY EXAMINATION OF TECHNO-COMMERCIAL BIDS</u></b></p> <p>OWNER will examine the bids to determine whether they are complete, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.</p> <p>Prior to the detailed evaluation, OWNER will initially determine whether each Techno-Commercial bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the</p>

terms, conditions and specifications of the bidding documents without material deviations, objections, conditionalities or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the technical specifications, scope, quality or performance of the contract; (ii) that limits in any substantial way, inconsistent with the bidding documents, the Owner's rights or the successful Bidders obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.

If the Bidder has not furnished "No Deviation Certificate" along with their bid, the Bidder shall be asked to furnish the same. In case of non-receipt of same, the Bid of the respective Bidder shall be considered rejected.

No deviation, whatsoever, is permitted by OWNER to any provisions of Bidding Documents. Bidders shall certify their compliance to the complete Bidding Documents by furnishing the No Deviation Certificate confirming that any deviation to the any Provisions found anywhere in their Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Owner.

OWNER's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it will be rejected by OWNER, and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

#### **Pre-Qualification Evaluation**

HURL, by the examination of Techno-Commercial Bid, will determine to its satisfaction whether the participating bidders are qualified to satisfactorily perform the contract in terms of Pre- Qualification Criteria stipulated in clause 1 of SCC.

An affirmative determination of meeting the Pre- Qualification Criteria will be a prerequisite for further evaluation of Techno-Commercial bid. A negative determination will result in rejection of the Bidder's Techno-Commercial Bid in which event HURL will not open the Price Bid of the concerned bidder.

#### **Technical Bid Evaluation**

Bids shall be scrutinized on Techno-Commercial parameters based on the documents as mentioned in Annexure-1 to ITB. Bidders are required to submit fully compliant bid. The bidders are required to furnish no deviation certificate in conformity to same. The bidder who has not submitted / furnished such certificate, their price bid shall not be opened. The PRICE BID shall be opened only of those bidders whose bid would have been considered techno-commercially accepted. Conditional bid will not be accepted.

#### **Price Bid Evaluation**

		<p>Price bid(s) of the bidder(s) shall be evaluated on the basis of SUM-TOTAL of bidder's quote for all the items as quoted by bidder in <b>BOQ/SOR</b> including GST amount.</p> <p>The lowest evaluated price of the technically qualified bidder shall be considered for award.</p> <p><b>The financial comparison for selection of Lowest (L-1) Bidder after shall be done based on the total derived price of all the items mentioned in BOQ/SOR. The aggregate amount will be worked out as total derived price of all items of BOQ/SOR, shall be considered for evaluation and award.</b></p> <p><b>Should there be a tie in the quotations received from different insurance companies, HURL retains the right to choose the Lead Insurer and co-insurer whose turnover is higher for FY 2023-24.</b></p> <p>The management reserves the right to accept/ reject any or all tenders at the time prior to award of contract without assigning any reasons whatsoever.</p>								
<p><b>3</b></p>	<p><b>Award Criteria</b></p>	<p>Single award shall be done for all items of the BOQ / SOR to the evaluated L1 bidder. HURL reserves the right to negotiate with L1 bidder.</p> <p>HURL proposes to offer minimum 60% share of business to the Lead Insurer and balance coinsurance share may be awarded up to 2 coinsurance bidders (apart from L1), as per following co-insurance pattern:</p> <table border="1" data-bbox="738 1106 1259 1267"> <thead> <tr> <th>Bidder</th> <th>Share</th> </tr> </thead> <tbody> <tr> <td>L1</td> <td>60%</td> </tr> <tr> <td>L2</td> <td>25%</td> </tr> <tr> <td>L3</td> <td>15%</td> </tr> </tbody> </table> <p>The above co-insurance pattern shall be subject to L2 and L3 matching the L1 rates.</p> <p>In case L2 or L3 do not agree to the L1 rate then remaining bidders shall be asked to match the price of L1 in the order of their price bid ranking and the share shall be given accordingly. L-1 bidder shall be required to undertake the balance share left for which co-insurance arrangement could not be made. Further, in case no other bidder accepts co-insurance share, then 100% share will be given to L-1 bidder and it will be binding on the L-1 bidder.</p> <p>The financial comparison for selection of Lowest (L-1) Bidder shall be done based on the total derived price of all the items mentioned in BOQ/SOR.</p> <p>In case there is a tie in the L1 Price (Premium) received from different insurance companies in the tender, HURL shall have the right to choose the lead insurer whose Turnover is higher for financial year 2023-24. Same criteria shall be followed in case of tie amongst L2 and L3 also and for choosing co-insurer.</p> <p>Single insurance policy for Mega insurance policy of all three units of HURL and</p>	Bidder	Share	L1	60%	L2	25%	L3	15%
Bidder	Share									
L1	60%									
L2	25%									
L3	15%									



		Separate insurance policy for remaining Miscellaneous Policies shall be issued by insurance company for each coverage.											
5	<b>Taxes and Duties</b>	<p>GST extra as applicable.</p> <p>For Public Act Liability Policy, the half portion of the premium goes to Environment Relief Fund (ERF) as per guidelines of Government of India and on that portion, GST is not applicable. Accordingly in case of Public Act Liability Policy, the GST shall be calculated on the half portion of the premium.</p> <p>Note: - In case of Public Act Liability Policy, the owner may issue PO / LOA with two lines items one with GST component and another without GST component.</p>											
6	<b>Payment Terms &amp; Documents required for Payment</b>	100% advance along with GST against proforma invoice shall be paid to the insurance company. Insurance company shall submit the GST invoice after receipt of the payment. Following documents to be submitted by the Lead insurer immediately upon payment of premium in advance against Performa Invoice to confirm the risk by lead insurer a) Risk Held letter b) Advance premium deposit receipt.											
7	<b>Policy Duration and Inception date</b>	<p>Policy Duration and Inception date of policy is as tabulated below:</p> <table border="1"> <thead> <tr> <th>Name of Cover</th> <th>Policy Renewal Date</th> <th>Policy Expiry Date</th> </tr> </thead> <tbody> <tr> <td>Mega All Risk Insurance including Stocks</td> <td rowspan="6">11.05.2025</td> <td rowspan="6">10.05.2026</td> </tr> <tr> <td>Stand Alone Terrorism</td> </tr> <tr> <td>Commercial General Liability Policy</td> </tr> <tr> <td>Public Liability Act Policy</td> </tr> <tr> <td>Directors &amp; Officers Liability Policy</td> </tr> <tr> <td>Crime Policy</td> </tr> </tbody> </table>	Name of Cover	Policy Renewal Date	Policy Expiry Date	Mega All Risk Insurance including Stocks	11.05.2025	10.05.2026	Stand Alone Terrorism	Commercial General Liability Policy	Public Liability Act Policy	Directors & Officers Liability Policy	Crime Policy
Name of Cover	Policy Renewal Date	Policy Expiry Date											
Mega All Risk Insurance including Stocks	11.05.2025	10.05.2026											
Stand Alone Terrorism													
Commercial General Liability Policy													
Public Liability Act Policy													
Directors & Officers Liability Policy													
Crime Policy													
8		If a tenderer resorts to any frivolous, malicious or baseless complaints/allegations with an intent to hamper or delay the tendering process or resorts to canvassing / rigging/influencing the tendering process, HURL reserves the right to debar such tenderer from participation in the future tenders up to a period of 2 years.											
9		Bidders must before submission of their Bids, acquaint themselves with all applicable regulatory and other legal requirements pertaining to insurance and health, safety and environment requirement in India and rules related to work permit and visa requirements in India or in any way or manner affecting the performance of Scope of Work, the Contractor and the Plant operation and performance including social security, safety, pollution control, permits, licenses, and the other statutory requirements and regulations. The submission of a Bid by the Bidder will be construed as evidence that such an examination was made and the Bidder shall not raise at any time later any claims/disputes against the Owner and the Owner shall not be liable for the same in any manner whatsoever.											

10	<b>Site Visit</b>	Any bidder who intent for site visit can visit the site on any working day.
11	<b>Non-disclosure Agreement</b>	<p>All Technical and Commercial information relating to the Project that is disclosed to you, either orally or in writing, shall remain confidential and shall not be shared / disclosed to any third party.</p> <p>In this regard, participating insurance companies shall submit signed and stamped copy of non-disclosure agreement in their own format.</p>
12	<b>Existing Claim Details</b>	<b>Refer Annexure 2 to Section V.</b>
13	<b>Service Level Agreement</b>	Lead Insurance company will be required to sign Service Level Agreement (SLA) with HURL as per the Annexure-1 to Special conditions of Contract.
14	<b>Re- Insurance Arrangement</b>	<p>The Bidder shall arrange for suitable Re-insurance arrangement with unconditional support letter (in the Annexure 10 &amp; Annexure 11 to Forms &amp; Procedures) from the lead re-insurer. Re-insurance placement has to be done as per current guidelines of the IRDAI. The reinsurers must carry a minimum rating of A+ or equivalent (for foreign reinsurers) by AM Best or S&amp;P as lead re- insurer or GIC.</p> <ol style="list-style-type: none"> <li data-bbox="496 972 1525 1196">I. The bidder shall be providing the unconditional letter of support on Reinsurer’s letter head with reference to HURL tender package, if required or else put a declaration that the letter of reinsurance is not required as per their respective available limit of Insurance. However, it is to be noted that claims under this policy will be settled directly by insurance company with HURL and not by the Re-insurer.</li> <li data-bbox="496 1227 1525 1491">II. The bidder has to bid with 100% capacity for the tender (a declaration is required as per Annexure 8 &amp; 9 to Forms &amp; Procedures (Section VI) for Comprehensive All Risk Policy &amp; SAT separately). The bidder shall be providing the unconditional letter of support on Reinsurer’s letter head (Annexure 10 &amp; 11 to Forms &amp; Procedures (Section VI)) from the re-insurer with reference to HURL tender package, if required or else put a declaration (as per Annexure 12 to Forms &amp; Procedures (Section VI)).</li> </ol>

## SERVICE LEVEL AGREEMENT

Between

Hindustan Urvarak & Rasayan Limited

And

(insert name of the Insurer)

This Agreement is made and entered into on this day of \_\_\_\_\_ 2025 by and between **HURL (Hindustan Urvarak & Rasayan Limited)** herein after referred to as "Insured", having its registered office at **Core-4, 9th Floor, Scope Minar, Laxmi Nagar District Centre, Delhi-110092.**

**And**

.....hereinafter referred to as "insurer" having its corporate office at ..... which expression unless repugnant to the context or meaning thereof shall mean and include its successors, legal heirs or assigns; party of the other Part

Whereas the Insured has obtained the following insurance policies from the Insurers.

<b>Name of Cover</b>	<b>Applicable for Plants</b>
Mega All Risk Insurance including Stocks	For All Units
Stand Alone Terrorism	For All Units
Commercial General Liability Policy	For whole HURL
Public Liability Act Policy	For whole HURL
Directors & Officers Liability Policy	For whole HURL
Crime Policy	For whole HURL

The purpose of this Service Level Agreement (SLA) is to have better clarity on policy coverages and related interpretational issues to avoid any potential conflict in case of claims scenario under the aforesaid insurance policies.

Also, the purpose of Service Level Agreement (SLA) is to formalize an arrangement between the Insured and the Insurers to effectively manage claims arising under the aforesaid insurance policy and to record the responsibilities and deliverables of each party.

This agreement will be effective from the ..... **(date)** and exist throughout the currency of the aforementioned insurance policies or until settlement of all claims arising under these policies, whichever occurs later.

#### **A. POLICY TERMS AND RISK COVERAGE**

- Insurer shall abide by the terms quoted by them and finalized as per the discussions and duly acknowledged in writing. Insurer will also issue Held cover note immediately until the main Insurance Policy is issued.
- All policy documentation to be completed within 20 working days from the date of placement of business/ instruction to insurers.
- All endorsements to be issued within 5 working days from the date of the proposal.
- Insurer shall affect any amendment sought by insured in the policy by issuing endorsement within 5 working days of the receipt of the necessary information & necessary premium from insured. However, insurer shall assume the risk from the moment the premium is received at their office (Bank Guarantee/ Cheque/ Online money transfer). All additions and deletions during the currency of the policy will be affected on pro-rata basis only.
- Quotations for Sum Insured up to INR 500 Cr to be submitted within 2 working days after the receipt of complete information required for quoting.
- Quotations for Sum Insured exceeding INR 500 Cr but not requiring reinsurance support to be submitted within 3 working days after the receipt of complete information required for quoting.
- Quotations for projects which require reinsurance support, to be submitted within 7 working days after the receipt of complete information required for quoting and subject to placement of reinsurance support.

#### **B. CLAIMS PROCEDURE**

The following procedure is agreed upon and adopted to deal with all Claims arising under the said Policy.

##### **1. Intimation of Loss:**

The Insured shall intimate every incident that may give rise to a claim under the policies to the Insurer in accordance with the conditions of the policy in question. Any unintentional delay in notifying the incident shall not prejudice the right of the insured under the policy.

The insured can use one of the following modes to notify a claim:

##### **1.1 E-Mail Notification: (E-Notification)**

Insurer's e-mail address: (insert here)

##### **1.2 Mobile Claim Notification:**

In the event of emergency, the insured can send initial claim intimation via SMS to the following mobile numbers of (Insurer \_\_\_\_\_) and the insurers, however, such notifications shall be followed by a notification via e-mail or letter as soon practically as possible by the insured.

### **1.3 Notification by Letter:**

The insured may notify claims via letter which shall be delivered directly to Insurers through registered mail or courier or hand delivery at the following address: -

(insert here)

Whichever mode of notification is used; the notification shall include the following information:

- a) Description of the event that is likely to give rise to a claim as far as practical
- b) Location of the loss/incident
- c) Estimate of loss (if possible)
- d) Names and contact numbers and email addresses of the personnel
- e) Policy Number

### **2. Action by the insurer:**

**2.1** The insurer shall appoint a Surveyor from the below mentioned pre-agreed panel within 24 Hrs. of receiving the initial notification.

**2.2** The insurer shall within 24 hours of receiving the initial claim notification send an email to the insured stating the name of the survey firm and contact number of the person who will be responsible to carry out the survey.

**2.3** The insurer will monitor the claims and ensure all covered claims are settled within the agreed time lines.

**2.4** The Insurer will always follow the principles and time-lines as set out within the Clause 9 of the IRDA (Protection of policyholders' interest) Regulations 2002.

### **3. Turn Around Time:**

The surveyor shall adhere to the following time-lines: -

**3.1** Preliminary inspection of the damaged property shall be conducted within 24 working hours of appointment but if the site is located in a remote location, then the preliminary inspection shall be conducted within 48 hours of reporting the loss initially.

**3.2** Letter of Requirements (LOR) shall be sent to the Insured within 3 working days after completion of the preliminary inspection but in any case, no later than 5 working days from the date of the initial claim initiation to insurers.

**3.3** Preliminary Survey Report to Insurer with copy to the Insured will be submitted within seven working days of the first visit to the site where the loss or damage occurred.

**3.4** Final Survey Report to Insurer with copy to the Insured will be submitted within 10 working days of submission of the relevant documents by the insured. Should any additional information or documentation be required, the surveyor shall send an email to the insured and Insurer within 2 working days of submission of the final set of claim documents by the insured.

The facility of seeking additional information or documentation shall be restricted to only once in respect of each claim.

#### **4. *Specific Responsibilities of the Surveyor***

**4.1** The surveyor shall always follow the terms and conditions of the insurance policy in question and shall not bring about additional requirements with respect to adjustment of any loss.

**4.2** The Surveyor shall always follow the principles and time-lines as set out within the clause 9 of the IRDA (Protection of Policyholders' interest) Regulations 2002

**4.3** The Salvage shall be disposed-off as quickly as possible in a manner to avoid hindrance to insured's business operations. The insured shall have the right to retain any part of the salvage in consideration of a mutually agreed value between the Insurer and the insured. The money realized from the sale of salvage shall be credited into insured's account promptly.

#### **5. *Responsibilities of the Insured:***

**5.1** The Insured shall cooperate with the surveyor and render all practically possible assistance to the surveyor and Insurer to ascertain as to the cause of damage/loss and to quantify the loss in terms of the insurance policy in question.

**5.2** Insured will provide all relevant documents and proofs to substantiate the amount being claimed in accordance with the terms and conditions of the policy.

**5.3** The insured shall act diligently and take all practical steps to minimize the loss and to prevent further loss of or damage to the property insured.

#### **6. *Settlement of Claims:***

**6.1** Insurer will confirm whether a claim is admissible or not within terms of the policy within 5 working days of issuing the preliminary survey report. If, in the opinion of the insurer, the claim is not admissible, then a detailed written explanation will be provided to the insured within 5 working days of issue of the preliminary Survey Report.

**6.2** Insurer will make an on-account payment of not less than 75% of the estimated amount of loss within 15 days of issuing the Preliminary Survey Report notwithstanding any additional documentation/information is being sought by the Surveyor from the insured. Insurer shall not require Final Police Report, Damage Certificate and the like from any external or Governmental Agencies for releasing the on-account payment.

**6.3** Insurer will accept all documents sent through E-mail or uploaded on the insurance portal and hard copies of the documents if required shall be sent to Insurer directly by the insured. Where documents cannot be shared due to their confidentiality nature or volume involved the Insurer or the surveyor shall visit the insured's offices to verify such original documents.

#### **7. *Turn Around Time:***

**7.1** All claims up to Rs. 50 Lakhs shall be fully settled by the Insurer within 15 working days of receipt of the final survey report.

**7.2** Claims above Rs.50 Lakhs shall be fully settled by Insurer within 30 working days of receipt of final survey report.

**7.3** All claims' proceeds shall be remitted directly to Insured's Bank Account.

## **C. GENERAL**

### **1. Confidentiality:**

Each party (for purposes of this Section, the "Recipient"), agrees to hold in confidence and keep confidential the Confidential Information (defined below) disclosed by the other party (the "Disclosing Party").

In this Agreement, the term "Confidential Information" shall mean all information relating to the management, operations, products and intellectual property of the Disclosing Party, including, without limitation, any and all information relating to inventions, trade secrets, know-how, designs, samples, processes, product performance data, supplier lists, customer lists, financial data, marketing information and computer programs disclosed in any form.

All parties shall keep confidential the terms of the SLA but not its existence and all information (written or oral) concerning the business affairs of the other party. Neither party shall use the name of the other party in any promotional, sales or marketing materials or efforts without the other party's written consent which shall not be unreasonably withheld. All other information will be termed as confidential unless otherwise agreed in writing.

The provisions of this clause shall not apply to any information to the extent that it is

- Already in public domain.
- Required to be disclosed by reason of legal, accounting or regulatory requirements already known to the other party without breach of this SLA and without any confidentiality obligations.
- Any information received by insurer shall be passed on to surveyors, co-insurers, reinsurers or any party who is involved in sharing the insured risk or in assessing the loss

### **2. Assignment**

Insurer shall not directly or indirectly transfer or assign the provision of insurance Services provided to the Insured, to any other insurance company, without the written consent of the Insured.

### **3. Dispute Resolution**

In the event any dispute with respect to this Agreement is not resolved amongst the Parties through mutual discussions, any of the Parties may submit such dispute to arbitration by a sole arbitrator to be agreed upon by the Parties under the Arbitration and Conciliation Act, 1996. The language of the arbitration shall be English. The award of the Arbitrator shall be final and binding on the Parties.

### **4. Governing Law and Jurisdiction**

This agreement shall be governed by Indian law.

**5. Panel of Surveyor**

- Mack Insurance Surveyors & Loss Assessors Pvt. Ltd
- Protocol Surveyors and Loss Adjusters
- Puri Crawford
- Rakesh Kapoor and Company
- Proclaim Insurance Surveyors and Loss Assessors Pvt. Ltd

On Behalf of Insured

On Behalf of Insurer

Signature:

Signature:



# **HINDUSTAN URVARAK & RASAYAN LIMITED**

(A JOINT VENTURE OF CIL, NTPC, IOCL, FCIL & HFCL)



## **SECTION – V**

### ***TECHNICAL SPECIFICATIONS***

***(SCOPE OF WORK AND OTHER TERMS & CONDITIONS)***

### **SCOPE OF INSURANCE COVER FOR 2025-26:**

The risk related to the operations of HURL is covered under various insurance policies. The Operating policies of HURL will be renewed as per below table.

The requirement and the scope of insurance is as under:

#### **A-GENERAL INSURANCE**

Name of Cover	Applicable for Units	As per Annexure	Policy Renewal Date	Policy Expiry Date
Mega All Risk Insurance including Stocks	Gorakhpur, Barauni and Sindri	Annexure A	11.05.2025	10.05.2026
Stand Alone Terrorism	Gorakhpur, Barauni and Sindri	Annexure B	11.05.2025	10.05.2026
Commercial General Liability Policy	HURL	Annexure C	11.05.2025	10.05.2026
Public Liability Act Policy		Annexure D	11.05.2025	10.05.2026
Directors & Officers Liability Policy		Annexure E	11.05.2025	10.05.2026
Crime Policy		Annexure F	11.05.2025	10.05.2026

#### **Scope of Coverages**

- i. Property Mega All Risk Policy including Machinery Breakdown and Business Interruption (FLOP and MLOP) for the Plants and Stocks (As per terms enumerated in Annexure-A & Policy Wordings Annexure-1 to Section V.
- ii. Standalone Terrorism Policy (Annexure B)
- iii. Commercial General Liability Policy (As per Annexure C)
- iv. Public Liability (Act) Policy (As per Annexure-D)
- v. Directors & officers liability insurance policy (As per Annexure-E)
- vi. Crime Policy (As per Annexure F)

**Note:**

- The requisite scope of cover along with the sum insured for the various policies has been enumerated in the Annexure-A to Annexure-F. The sum insured mentioned here is provisional. *In the event of change in sum insured before the inception or during the commencement of any policy, the same will be communicated to the insurance company duly selected after the bidding process and they would be required to make adjustment of premiums on a pro-rata basis.*
- All wordings for Mega Policy shall be as per Annexure- 1 to Section V.
- Underwriters shall maintain confidentiality of any information obtained under this Policy and to agree in writing that they shall treat as confidential and not use, except for the purposes of the Policy, other than required by Law, or disclose any information obtained as a result of any such inspection or examination or otherwise without the written permission of the Insured who may hold the Insurers liable for the consequences of such breach of duty of confidentiality.

**Annexure-A**

**Scope of Insurance**

## 1) MEGA RISK POLICY

<p><b>The Insured</b></p>	<p>Hindustan Urvarak &amp; Rasayan Limited (HURL) India and/or associated and/or affiliated and/or interrelated and/or subsidiary companies and/or corporations as they now are or may hereafter be created and/or constituted and/or for whom the Insured receive instructions to insure and/or for whom the Insured have or assume a responsibility to arrange insurance, and Banks / Financial Institutions (Shall be Advised Later) whether contractually or otherwise, for their respective rights and interests may appear hereinafter known as the Insured.</p> <p>O &amp; M contractors operating at insured premises are treated at par with the 'Insuring party'</p>
<p><b>Type</b></p>	<p>Mega Risk Policy: Coverage for all risks for property damage including machinery breakdown and business interruption including Fire loss of profits &amp; machinery loss of profits</p>
<p><b>Location and Description of Risk</b></p>	<ul style="list-style-type: none"> <li>• HURL Barauni Unit, Urvarak Nagar, Begusarai, Barauni, Bihar, pin - 851115</li> <li>• HURL Sindri Unit, OLD FCIL Office Complex, Sindri, Dhanbad, Jharkhand, PIN - 828122</li> <li>• HURL Gorakhpur Unit: Gorakhpur, Uttar Pradesh, PIN - 273007</li> </ul>
<p><b>INTERESTS INSURED</b></p>	<p><b>Section 1: Property Damage</b></p> <p><b>Section 1 Part A: (All Risk or Physical Loss or Damage)</b></p> <p>All real and personal property as specified below, belonging to the Insured or for which they are legally responsible, including but not limited to BUILDING, PLANT, MACHINERY, FURNITURE, FITTINGS &amp; FIXTURES, STOCK (raw material, stock in process, semi-finished goods, finished goods), stores, spares, consumables, water reservoir, overhead water tanks, storage tanks, all structural buildings, boundary wall, security office, road, foundations &amp; pilings, electrical installations, pipelines- both inside and outside plant premises and contents therein, catalyst, operating media not limited to thermic fluid, lubricants, molecular sieves, including loading arms belonging to or held in trust by HURL</p> <p><b>Section 1 Part B – (Machinery Breakdown)</b></p> <p>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</p>

	<p><b>Section 2: (Business Interruption)</b></p> <p><b>Part A – Fire Loss of Profit (FLOP)</b></p> <p><b>Part B – Machinery Loss of Profit (MLOP)</b></p> <p>To indemnify the Insured in respect of Loss of Gross Profits due to an interruption of the Insured's business following loss or damage to any property and / or assets insured and recoverable under Section 1 Part A and Section 1 Part B.</p>
<b>Policy Coverage</b>	<p>Section – 1A: All Risks of Physical Loss or Damage / (Non–Marine) Property</p> <p>Section – 1B: Machinery Breakdown</p> <p>Section – 2A: Business Interruption (FLOP)</p> <p>Section – 2B: Business Interruption (MLOP)</p>
<b>Policy Period</b>	From 11.05.2025 to 10.05.2026 (Both Days Inclusive)
<b>Business</b>	Fertilizer Complex
<b>Indemnity Period:</b>	15 (Fifteen) Months

**Sum Insured - Gorakhpur**

<b>Section</b>	<b>Sum Insured in INR</b>
<b>Section-1 Part A – All Risk</b>	INR 67,360,409,188
<b>Section-1 Part B – Machinery Breakdown (MBD)</b>	
Plant, Machinery and other tools / equipment	INR 45,765,399,100
<b>Section- 2 A&amp;B – Business Interruption (BI) FLOP and MLOP</b>	
Gross Profit	INR 23,829,910,105
Indemnity period	<b>15 Months</b>

**Sum Insured - Sindri**

<b>Section</b>	<b>Sum Insured in INR</b>
<b>Section-1 Part A – All Risk</b>	<p>INR 59,641,126,500</p> <p>(Inclusive of Finished Stock : INR 259,416,000)</p>

<b>Section-1 Part B – Machinery Breakdown (MBD)</b>	
Plant, Machinery and other tools / equipment	INR 37,144,983,600
<b>Section- 2 A&amp;B – Business Interruption (BI) FLOP and MLOP</b>	
Gross Profit	INR 23,528,349,796
Indemnity period	<b>15 Months</b>

#### Sum Insured - Barauni

Section	Sum Insured in INR
<b>Section-1 Part A – All Risk</b>	INR 59,709,920,000
<b>Section-1 Part B – Machinery Breakdown (MBD)</b>	
Plant, Machinery and other tools / equipment	INR 37,415,188,300
<b>Section- 2 A&amp;B – Business Interruption (BI) FLOP and MLOP</b>	
Gross Profit	INR 23,759,008,670.14
Indemnity period	<b>15 Months</b>

**Note: The Value of Sum Insured will be reviewed and communicated to the lead insurer for adjustment of premium. Any revision of Premium upward/downward as per the final communicated Sum Insured need to be done on Pro-rata basis.**

#### Deductible applicable for the coverage

Section 1 (A & B)	Material Damage / Machinery breakdown	5% of claim amount subject to a minimum of Rs. 1.25 Cr for each and every loss
Section 2 A & B (Business Interruption)	FLOP (Fire Loss of Profit)	First 30 Days of Standard Gross Profit of affected unit/ department  Single highest deductible to apply. Time deductible for business interruption always to apply for each and every loss
	MLOP (Machinery Loss of Profit)	First 45 Days of Standard Gross Profit of affected unit/ department
		Single highest deductible to apply. Time deductible for business interruption always to apply for each and every loss

Various projects are ongoing in HURL and these are covered under separate EAR policies. Upon completion of projects, intimation to attach these properties to the operational policy will be provided and pro-rata premium will be applicable for the increase in values. Further, any loss or damage to the existing property covered under this policy, due to an erection / testing / commissioning or any similar project activity will be covered in the operational section irrespective of the project being independent / integrated to the existing plant.

The insurer will be intimated regarding the attachment of the same property to the operational policy.

### Add On Covers and Conditions

Policy Wordings Clause No.	Parameter	Limits
<b>EXTENSIONS APPLICABLE FOR SECTION 'A' (ALL RISKS) (Refer section 5 of Annexure 1 to Section V)</b>		
5.1	Storm Tempest Flood Inundation	Full Sum Insured
5.2	Earthquake (Fire and Shock)	Full Sum Insured
<b>EXTENSIONS APPLICABLE TO SECTION 1 A (PROPERTY DAMAGE) &amp; SECTION 1 B (MACHINERY BREAKDOWN) (Refer Section 6 of Annexure 1 to Section V)</b>		
6.1	Leakage and overflowing from Storage Tank & Vessels	INR 5 Crs Each and Every Loss
6.2	Local Authorities Clause	Covered
6.3	Fire Fighting /Foam Consumption Expenses	At Actuals
6.4	Property in Transit	Max. Per sending Limit: INR 5 Crs Each and Every Loss
6.5	Contamination and Co-mingling of the stock	INR 5 Crs Each and Every Loss
6.6	Loss Minimization Expenses	INR 5 Crs Each and Every Loss
6.7	Shut-Down, start-up and plant stabilization expenses to cover expenses after start up till plant comes to normal operations	INR 20 Crs in Each and Every Loss
6.8	Expediting Expenses	INR 5 Crs Each and Every Loss
6.9	Immediate Repairs	Covered
6.10	Catalyst and Consumables in stocks and in process	Actuals (if Part of Total sum insured)
6.11	Minor Works any one project	INR 5 Crs Each and Every Loss
6.12	Property in the Course of Construction any one project	INR 5 Crs Each and Every Loss
6.13	Spontaneous Combustion	INR 5 Crs Each and Every Loss
6.14	Archives	INR 5 Crs Each and Every Loss
6.15	Professional fees	INR 5 Crs Each and Every Loss
6.16	Drain Clearance	INR 5 Crs Each and Every Loss
6.17	Temporary Protection	INR 5 Crs Each and Every Loss
6.18	Claim Preparation Cost (PD, MBD & BI section)	INR 5 Crs Each and Every Loss
6.19	Omission to Insure, Addition and Alteration	5% of Building, Machinery and Asset SI



6.20	Capital Addition	INR 5 Crs Each and Every Loss
6.21	Property outside/away from the premises	INR 5 Crs Each and Every Loss
6.22	Debris Clearing Expenses including foreign debris	INR 5 Crs Each and Every Loss
6.23	Computer Records & Systems	INR 5 Crs Each and Every Loss
6.24	Designated Property Clause	Agreed
6.25	Nominated Loss Adjustors	<ul style="list-style-type: none"> <li>• MACK Surveyor</li> <li>• Rakesh Kapoor and Company</li> <li>• Protocol Insurance Surveyors &amp; Loss Assessors Pvt. Ltd</li> <li>• Puri Crawford Insurance Surveyors &amp; Loss Assessors India Pvt. Ltd.</li> </ul>
6.26	Hire, Purchase and Lease Agreements	Covered
6.27	Leak Search and Finding Cost	INR 5 Crs Each and Every Loss
6.28	Temporary Removal (Excluding Stocks)	INR 5 Crs Each and Every Loss
6.29	Temporary Removal of Stocks	INR 5 Crs Each and Every Loss
6.30	Reinstatement of Sum Insured Following Loss	Actual, subject to payment of Reinstatement Premium at the time of settlement of claim
6.31	Deliberate Damage	INR 5 Crs Each and Every Loss
6.32	Automatic Reinstatement	Covered
6.33	Decontamination Expense & Pollutant Cleanup	INR 5 Crs Each and Every Loss
6.34	Newly Acquired Property	INR 5 Crs Each and Every Loss
6.35	Extra Expenses	Covered
6.36	Increased Cost of Construction and Demolition Cost	INR 5 Crs Each and Every Loss
6.37	Repairing & removal cost including Dewatering but excluding foreign debris	INR 5 Crs Each and Every Loss
6.38	Pair & Set	Covered
6.39	Spoilage Material Cover for Machinery & Stock	INR 5 Crs Each and Every Loss
6.40	Damage of Lubricant oil and Refrigerant	Actuals
6.41	Damage to Refractory Material	Actuals
6.42	Margin Clause	5% of the Sum Insured Value
6.43	Additional Custom Duty	INR 5 Crs Each and Every Loss
6.44	Technological Improvement	Covered
6.45	Smoke, Soot, Corrosive Gases, Heat Waves Damage Covers	Covered

6.46	OEM Equipment	Upto 30%
6.47	Obsolete Equipment/Parts	INR 5 Crs Each and Every Loss
6.48	Goods Held in Trust / Property under consignment, care, Custody	INR 5 Crs Each and Every Loss
6.49	Destruction of Undamaged property	INR 5 Crs Each and Every Loss
6.50	Accidental Discharge of Gas Flooding System Costs	INR 5 Crs Each and Every Loss
6.51	Electronic Equipment	INR 5 Crs Each and Every Loss
6.52	Damage to Operating Media	INR 5 Crs Each and Every Loss
6.53	OEM/Third Party Inspection Charges	INR 5 Crs Each and Every Loss
<b>CONDITIONS APPLICABLE TO SECTION 1A (REFER SECTION 2 OF ANNEXURE 1 TO SECTION V)</b>		
2.1	Basis of indemnification (All Property except catalyst, consumables and stocks)	Covered
2.2	Basis of indemnification (Catalyst & consumables including lining and refractory)	Covered
2.3	Basis of indemnification (Stocks)	Covered
2.4	Limit of Liability	Covered
2.5	72 Hours Clause	Covered
<b>CONDITIONS APPLICABLE TO SECTION 1B (REFER SECTION 4 OF ANNEXURE 1 TO SECTION V)</b>		
4.1	Valuations and Adjustment of Losses	Covered
4.2	Due Diligence	Covered
4.3	Repairs	Covered
4.4	Removal	Covered
4.5	Right of Inspection	Covered
<b>CONDITIONS APPLICABLE TO SECTION 1 A (PROPERTY DAMAGE) &amp; SECTION 1B (MACHINERY BREAKDOWN) (REFER SECTION 7 OF ANNEXURE 1 TO SECTION V)</b>		
7.1	Waiver of Underinsurance	Up to 15%
7.2	Industries, Seepage, Pollution and Contamination Clause/ Decontamination and Cost of Clean Up	Covered
7.3	Waivers of Recourse	Covered
7.4	Escalation	Up to 5% of BMA (Building, Machinery & Assets) Sum Insured (excluding stocks & stock-in-process)
7.5	Property Plant and Testing & Commissioning Clause	Covered

7.6	Expiration Clause	Covered
7.7	Obsolete Equipment/Parts	Covered
<b>EXTENSIONS APPLICABLE TO BUSINESS INTERRUPTION SECTION 2 (REFER SECTION 9 OF ANNEXURE 1 TO SECTION V)</b>		
9.1	Prevention of Access 30 days in excess of Business Interruption policy deductible for occurrences within 5 Kms. Cover applicable only inland. Port blockage is excluded.	5Kms and 30 days
9.2	Suppliers and/or customers and/or utilities extension up to first tier or direct suppliers/customers/public utilities. Suppliers deemed to also include natural gas from gas supplying mechanism along with other raw materials.	Covered
9.2.1	Named customers & suppliers for a maximum limit of 20% of the limit of indemnity (Business Interruption Sum Insured/ Loss Limit). Coverage to be restricted to FLEXA perils for overseas customer/suppliers, whereas coverage to be restricted to FLEXA and AOG perils for Domestic customer/suppliers	Covered
9.2.2	Un-named customers & suppliers located in India, for a maximum limit: of 10% of the limit of indemnity (Business Interruption Sum Insured/ Loss Limit) and coverage restricted to FLEXA perils only. No cover for unnamed suppliers/customers located overseas	
9.3	Public utilities for a maximum limit of 17% of the limit of indemnity (Business Interruption Sum Insured/ Loss Limit)	Covered
9.4	Additional Increased Cost of Working	INR 5 Crs Each and Every Loss
9.5	Professional Accountants	INR 5 Crs Each and Every Loss
9.6	Delayed Indemnity Period Clause	Covered
9.7	Premium Adjustment Clause	Covered
<b>CONDITIONS APPLICABLE TO BUSINESS INTERRUPTION SECTION 2 (REFER SECTION 10 OF ANNEXURE 1 TO SECTION V)</b>		

10.1	Alternative Basis	Covered
10.2	Outage Clause	Covered
10.3	Departmental Clause	Covered
10.4	Agreed Bank Clause	Covered
10.5	Multiple Insured Clause	Covered
10.6	Waiver of Subrogation	Covered
10.7	Accumulated Stocks	Covered
<b>GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS (REFER SECTION 11 OF ANNEXURE 1 TO SECTION V)</b>		
11.1	Contribution	Covered
11.2	Due Diligence	Covered
11.3	Fraud	Covered
11.4	Errors and Omissions	Covered
11.5	Alterations	Covered
11.6	Claims	Covered
11.7	Deductibles	Covered
11.8	Highest Single Deductible	Covered
11.9	Interim Payments	Covered
11.10	No Control	Covered
11.11	Expiration	Covered
11.12	Cancellation	Covered
11.13	Arbitration	Covered
11.14	Applicable Law	Covered
11.15	Subrogation	Covered
11.16	Jurisdiction	Covered
11.17	Bankruptcy and Insolvency	Covered
11.18	Insured	Covered
11.19	Additional Insured	Covered
11.20	RSMD	Covered
11.21	Cost of Repairs	Covered
11.22	Assignment	Covered
11.23	Further Damage to Stock/Property	Covered
11.24	Loss Payee Clause	Covered
11.25	Coinsurance Clause	Covered
11.26	No Control	Covered
11.27	Interim Payment	Covered
11.28	Primary and Non-Contributory	Covered
11.29	Payment on Accounts	Covered
11.30	Mis-description	Covered

11.31	Non-Vitiation Clause	Covered
11.32	Aggravation Clause	Covered

NOTE: THE SUB-LIMITS MENTIONED IN THE ABOVE TABLE APPLIES TO EACH PLANT INDIVIDUALLY FOR EACH AND EVERY LOSS.

**Details of Railway Sidings outside HURL's Premises:**

S NO.	Particulars	Length of Railway Sidings	Insurable Interest	Sum Insured Value
1	Railway Track Outside Plant Boundary (Gorakhpur)	200 m (Approx.)	HURL	Included in Total Sum insured Value
2	Railway Track Outside Plant Boundary (Sindri)	545 m (Approx.)	HURL	Included in Total Sum insured Value
3	Railway Track Outside Plant Boundary (Barauni)	260 m (Approx.)	HURL	Included in Total Sum insured Value

**Annexure B**

**Stand Alone Terrorism (SAT) Policy**

**INSURED:** Hindustan Urvarak & Rasayan Limited

**VALUES:**

**HURL Gorakhpur:** HURL Gorakhpur Unit: Gorakhpur, Uttar Pradesh, PIN – 273007

Property Damage - INR 67,360,409,188

MBD - INR 45,765,399,100

FLOP/MLOP - INR 23,829,910,105 (IP - 15 Months)

**HURL Sindri:** HURL Sindri Unit, OLD FCIL Office Complex, Sindri, Dhanbad, Jharkhand, PIN - 828122

Property Damage: INR 59,641,126,500

MBD: INR 37,144,983,600

FLOP/MLOP - 23,528,349,796 (IP - 15 Months)

**HURL Barauni:** HURL Barauni Unit, Urvarak Nagar, Begusarai, Barauni, Bihar, PIN - 851115

Property Damage: INR 59,709,920,000

MBD: INR 37,415,188,300

FLOP/MLOP - 23,759,008,670.14 (IP - 15 Months)

**OCCUPANCY / DESCRIPTION OF BUSINESS:** Fertilizer Manufacturing

**Locations Covered:**

- HURL Barauni Unit, Urvarak Nagar, Begusarai, Barauni, Bihar, PIN - 851115
- HURL Sindri Unit, OLD FCIL Office Complex, Sindri, Dhanbad, Jharkhand, PIN – 828122
- HURL Gorakhpur Unit: Gorakhpur, Uttar Pradesh, PIN – 273007

**PERIOD:** 11.05.2025 to 10.05.2026 (Both Days Inclusive)

**INTEREST/COVERAGE:** Terrorism and Sabotage

**LIMIT:**

Property Damage and Business Interruption: INR 3000 Crs any one occurrence and in the aggregate for period

**DEDUCTIBLE:**

Property Damage:- INR 25 Lakh any one occurrence;

Business Interruption:- 3 days any one occurrence

**CONDITIONS:**

T4 amended – Rest of World Primary February 2015 Edition;

T4A amended – Business Interruption (Gross Profit) Extension March 2011 Edition. Indemnity period 15 months; Changes in Values and Automatic Additions 5% - within India only.

**LAW AND JURISDICTION:** Indian

**REINSURANCE CONDITIONS:**

Reinsurance Contract / Reinsurers Waive Notice of Retention / Cancellation Clause / Claims Control Clause

## CURRENCY CONVERSION CLAUSE

Notwithstanding the currency in which the amount insured hereunder is expressed, it is understood and agreed that premiums, returns of premiums and claims hereunder shall be converted into and paid in USD at a rate of exchange prevailing at the time of payment to or from Reinsurers.

PREMIUM PAYMENT TERMS (LSW3001) Amended: 90 days

LOSS HISTORY: Terrorism Loss history is Nil

## Annexure-C

### Commercial General Liability

#### Coverage & Interest

Bodily injury (fatal/non-fatal), disease and damage to property of third parties due to various business exposures such as those arising from Premises, Products and Completed Operations. All costs, fees and expenses incurred in the defense and settlement of any claim against the Insured, legal liability for damages to the third parties in respect of accidental death, bodily injury or disease or loss or damage to property arising from the Insured's performance of activities in the course of business applicable to claims first made in against the Insured during the policy period

- Personal and Advertising Injury Liability - Policy Limit – INR 1,000,000,000 Crs
- Medical Expenses cover – INR 200,000/- per person
- Fire Damage limit – INR 20,000,000/- per occurrence

#### **Territory & Jurisdiction:**

Premises Liability - India / Worldwide including USA and Canada

Product Liability – Worldwide including USA and Canada

**Coverage sought & Limits of Liability:** INR 1,000,000,000 (to include but not limited to all plants, industrial product division, administrative offices, marketing offices, and godowns)

**Policy form:** Claims made

*Retroactive Date: 13/09/2022*

**Extensions required:**

- Sudden and Accidental Pollution Extension – 72 Hours
- Act Of God Perils Liability - Policy Limit
- Additional Insured, wherever required under contract - Policy Limit
- Coverage for liability of the insured for work or operations performed by contractors or/& sub-contractors on behalf of the Insured as per the policy - Policy Limit
- Cross Liability Cover - Policy Limit
- Waiver of Subrogation - wherever required under contract - Policy Limit
- Defense Costs - Policy Limit
- Food & Beverages Liability – Full Policy Limit
- Care, Custody & Control – INR 50,000,000/-
- Valet Parking Extension - INR 50,000,000/-
- Lift / Escalator Liability - Policy Limit
- Non-Owned & Hired Auto Liability Extension – including any vendor with which insured doesn't sign any contract. This will be in excess of statutory limit - Policy Limit
- Transportation Legal Liability - Policy Limit
- Terrorism Legal Liability Extension including full defense cost - Policy Limit
- Travel of Executives Abroad for Non-Manual Work: Provides coverage for liability arising out of the travel of executives abroad for Non-Manual Work. - Policy Limit
- Right and duty to Defend - Policy Limit
- Coverage for carriage of treated effluent discharge outside insured's premises not exceeding 10 kms - Policy Limit
- Coverage for business promotion events carried out anywhere in India - Policy Limit
- Extended reporting period – 90 days
- Control group clause - Policy Limit
- Garage Keeper - Policy Limit
- Cover extended to include minor repairs / renovation / interior alterations / new additions to the existing building / repair/ refurbishment to the premises insured - Policy Limit
- Premises Liability – All premises to be covered on unnamed basis within India- Policy Limit
- Product Liability – Finished Product i.e. Urea and allied products - Policy Limit
- Pre-judgement interest / Post judgement interest - Policy Limit
- Deductible for medical expenses section/Fire damage Limit- Nil
- Regardless of fault Medical Payments - Policy Limit
- Cross Liability - Policy Limit
- Primary and non-contributory - Policy Limit
- Tenant's Legal Liability – INR 5 Crore
- Claim series Clause - Policy Limit
- Batch Clause - Policy Limit

Deductible:

Product Liability - India & ROW: INR 500,000 for each and every claim



**Annexure D**

**Public Liability (Act Only) Policy**

Public Liability as prescribed by Indian Environment Protection Act.

Scope of Cover to include plants Industrial Product Division, administrative offices, marketing offices and godowns.

Sum Insured: AOA: AOY – INR 250 Crores: Rs 500 Crores

**Note: The ERF premium paid by HURL should be directly deposited by the Insurance Co to the Ministry of Environment, Forest and Climate change on behalf of HURL**

**DIRECTORS & OFFICERS LIABILITY INSURANCE POLICY**

**SCOPE OF COVERAGES & TERMS & CONDITIONS OF INSURANCE COVER**

**Sum Insured**

1. **SCOPE:** Insurance cover shall provide protection against potential liability arising from any action brought against directors/officers by any shareholders / employees / competitors / third party / regulatory body etc. for any wrongful act or omission committed by them.
  - 1.1 Liability of each and every Director & officers of HURL, its subsidiaries and its Joint Ventures and alike arising out of any Award, Judgments, Settlements, Civil Fines & Penalties etc. awarded against them
  - 1.2 Liability of the individual outside Directors (including officers nominated by HURL as directors in other entities).
  - 1.3 Liability of HURL where it has indemnified the individual as referred to above.
  - 1.4 The Cost and Legal expenses of the insured person towards defending a potential action or allegation.
  
2. **MINIMUM PARAMETERS OF COVER:**
  - 2.1 Emergency Cost – 10% of Policy Limit
  - 2.2 Employment Practice Liability Claim – India – Policy Limit
  - 2.3 Excess cover for non-executive directors – INR 5 Crores for each director
  - 2.4 Regulatory crisis response - Policy Limit
  - 2.5 Public relations expense cover - Policy Limit
  - 2.6 Claims brought on past Director`s & Officers - Policy Limit.
  - 2.7 Coverage for Retired Directors & Officers - Policy Limit
  - 2.8 Crisis Communication Cover – 10% of Policy Limit
  - 2.9 Outside directorship (including officers nominated by HURL as directors in other entities)- Policy Limit.
  - 2.10 Heirs, estate & legal representatives - Policy Limit
  - 2.11 Spouse Liability – cover for recovery against joint property owned by Spouse - Policy Limit
  - 2.12 Entity EPL Cover Sub limit - Entity EPLI 100% of SI including USA & Canada - Policy Limit
  - 2.13 Insured vs. Insured – Defense Cost - Policy Limit
  - 2.14 Automatic cover for New subsidiaries – 25% of Policy Limit
  - 2.15 Asset & Liberty, extradition and prosecution costs to be covered under the policy. - Policy Limit
  - 2.16 PI exclusion with a carve back for failure to supervise. - Policy Limit
  - 2.17 Counselling services – 20% of Policy Limit
  - 2.18 BI/PD Exclusion with a carve back for Defense costs - Policy Limit
  - 2.19 Public Offering exclusion with carve back for private placements - Policy Limit
  - 2.20 Policy to be non-cancellable except on non- payment of premium - Policy Limit
  - 2.21 FCPA & UK bribery act inclusion - Policy Limit
  - 2.22 Pollution Defense Costs with carve back for Pollution Defense Costs and Pollution Shareholders Claims- Policy Limit
  - 2.23 Coverage for civil fines and penalties cover (wherever insurable by law) - Policy Limit

- 2.24 Bilateral discovery period to be included - Policy Limit
- 2.25 Tax Liability Cover - Policy Limit
- 2.26 Occupational Health and Safety Defense costs endorsement - Policy Limit
- 2.27 Employed Lawyer's Extension - Policy Limit
- 2.28 Interpretive Counsel Endorsement - Policy Limit
- 2.29 Corporate Manslaughter - Policy Limit
- 2.30 Discovery period for retired directors- Life time - Policy Limit
- 2.31 Extradition Costs - Policy Limit
- 2.32 Full Severability - Policy Limit
- 2.33 Investigation Cost - Policy Limit
- 2.34 Kidnap Response Cover – 10% of limit
- 2.35 Major Shareholder Exclusion – 25%
- 2.36 Order of Payment - Policy Limit
- 2.37 Outside Directorships - Policy Limit
- 2.38 Public Relation Expenses - Policy Limit

Deductible -

Side A Retention – NIL

Side B Retention - INR 1 lac India and INR 2 Lacs ROW

EPLI Retention – INR 7.5 Lacs

- 3. Retroactive Date: 15.06.2016
- 4. Limit of Indemnity including defense cost or sum insured: INR 750,000,000 Crs
- 5. Territory/Jurisdiction: Worldwide (EPLI, India)

**EXCLUSIONS:** Claims based on or arising out of the following

- Fraudulent and/or intentional acts or omissions of an insured
- Bodily Injury and Property Damage Exclusion (with a carve back for Defence costs)
- Product Liability exclusion
- Prospectus Exclusion (with carve back for private placement)
- OFAC Sanctions
- Professional Indemnity exclusion (with carve back for failure to supervise)
- PANDAMIC EXCLUSION

**ANNEXURE F**

**Crime Insurance Policy**

**Insured:** HURL Limited & and/or its subsidiaries associated affiliated allied companies & partnerships and related corporations

**Period Of Insurance:** 11.05.2025 to 10.05.2026 (Both Days Inclusive)

**Territory and Jurisdiction:** India and Worldwide

**Limits of Liability:** INR 200,000,000

*Deductible: INR 4,000,000*

**Policy Extensions:**

Fraudulent, dishonest, malicious or criminal act of employee

Third Party Crime

Extortion loss

Counterfeit cover

Defense cost

Discovery period- 90 days

Care Control & Custody – INR 5Cr

Fees, Costs & Expenses (audit fees, investigation cost and legal fees/expenses)

The physical loss of, damage to, or destruction of: (i) any safes, registers or vaults; (ii) any contents, fixtures and fittings,

Direct financial loss sustained by customers or clients of, or suppliers (50% of policy limit)

Unidentifiable Employees

Money & Securities

IPR Infringement

Computer Fraud

Vendor Fraud

Employee definition to cover Contractors, Sub-contractors, trainees, interns & students, consultants and Outsourced employees

Cover for Third party Legal liability

Cover for 3rd party losses due to dishonest acts of employees.

Forgery or Fraudulent Alteration

New Subsidiary coverage - 35%

Violent & Forcible theft of property by any other person

Interest receivable or payable inclusion (50% of policy limit)  
Criminal Damage  
Fake president Cover / Social Engineering losses – INR 5crs  
Third Party Funds Transfer Fraud – INR 5Cr  
Third Party credit card forgery coverage  
Court attendance costs – INR 5 Lakhs  
Control Group Clause  
Cover for Loss in Transit  
Non-cancelable unless non-payment of premium  
Discovery based policy – no prior acts exclusion  
Loss Payee endorsement

**ANNEXURE 1**

**MEGA RISK POLICY WORDINGS FOR HURL**

**Policy Sections**

**1 SECTION 1A- ALL RISKS PHYSICAL LOSS OR DAMAGE**

### **1.1 Insuring Clause**

The Insured's real and personal properties of every kind and description whether owned, rented, leased or otherwise in their possession/ occupation or care/custody/control or for which they are responsible or such they have agreed to insure, including but not limited to:

- buildings (including basements) including of the residential township and structures (including sheds, silos, cooling towers, flare stacks; piers, wharfs, jetties and similar facilities that are adjunct to land) of every construction type, description and occupancy and their supporting structures (piles and/or stilts, foundations), platforms (including for loading/ unloading) and all their associated appurtenances / betterments;
- services infrastructure (including underground) such as helipads, roads, pavements, culverts, bridges, trenches, drainage/ sewage lines; pipelines; railroad infrastructure including railway line, locomotives and rolling stock; tanks, wells, reservoirs, water channels, canals, barrages, dykes and retaining walls/ structures; transmission/ distribution lines; fences, boundary walls, retaining walls and other structures;
- improvements on land (including top-soil, back-fill, site grading, landscaping and hard-standings); green belt improvements;
- plant, machinery, equipment and all their foundations/ supporting structures and tools including whilst any such are being worked upon, dismantled/ erected/ installed, or resited and whilst in transit and whilst being loaded/unloaded;
- inventories/ stores/ stocks of every description on the Insureds premises (including such stored the open or in vehicles) including manufacturing inventories and capital goods stores; plant/ machinery/ equipment spares; stock of fuels (including coal stock in yards and handling plants and on conveyors); stocks of other consumables;
- Rolling stock including locomotives & wagons,
- stocks of every description including stocks undergoing process;
- work in progress (other than referred under Property Excluded);
- property of the Insured kept with Business associates (whether for repair & maintenance purpose or otherwise) including the Insured's legal liability for such property;

on / around / between the premises/ locations declared herein or at premises/ locations of third parties or as otherwise provided for herein or at premises/ locations rented, leased, used, purchased or otherwise acquired by the Insured after inception of this Policy.

### **1.2 Excepted Clauses**

Unless otherwise expressly agreed, this Section does not cover loss or destruction or damage due to any of the following:

1. The deliberate and sustained operation of the Insured's Plant, Machinery or other equipment in excess of the design specification on the specific and intentional instruction of the insured except for the conditions permitted by the manufacturers or by judgment of a competent engineer.
2. Withdrawal or go-slow of labor or cessation of work.
3. Failure of supply of water, gas, electricity, fuel or power from outside source but should any resultant loss or damage occur to the insured property due to any peril which is not otherwise excluded as per the terms and conditions of the policy, the same would be indemnifiable.

4. Gradual subsidence and settlement, shrinkage or expansion or erosion of soil unless sudden accidental loss or damage covered under this policy ensues and only such ensuing loss will be covered under this policy.
5. IT IS ALSO UNDERSTOOD AND AGREED THAT subject to the PROVISIO below, this insurance does not cover;
  - (a) Wear and tear, gradual deterioration, rusting, corrosion, metal fatigue, oxidation, auto-oxidation, damp, change in temperature or humidity, ordinary action of air or light of natural heating or drying.
  - (b) Fermentation, evaporation, loss of weight, contamination or change in quality (except where such is caused by an occurrence which is not otherwise excluded).
  - (c) The cost of replacing, repairing or rectifying defective parts, materials, workmanship, design or defect or omission in design or specification or latent defect, Loss of data, data media and records, as well as its regeneration.
  - (d) Clean up costs other than as provided under Removal of Debris Clause.
  - (e) Seepage and/ or pollution and/or contamination, direct or indirect arising from any cause whatsoever.
  - (f) infidelity of employees.

PROVISIO: Clause 5 (a) to 5 (f) above shall not be deemed to exclude any further destruction or damage which itself is not excluded by any of the terms, conditions and Excepted Causes of this policy, occasioned as a consequence of any of the Contingencies listed therein.

### ***1.3 Excluded Property***

Unless otherwise expressly agreed, this Section does not cover loss or destruction of or damage to any of the following:

- (a) Property in course of construction or erection or dismantling or undergoing testing or commissioning other than as provided elsewhere under this section. However, this Exclusion shall not apply in respect of normal maintenance and testing. It is also understood that bringing up from shutdown shall not be construed as testing.
- (b) Road vehicles (other than motor vehicles and construction plant & machinery used exclusively on the Insured's premises), waterborne vessels or craft, aircrafts or helicopters; but this exclusion shall not apply to the Insured's fire fighting vehicles operating within a radius of 50 kilometers of the insured premises, whilst going to or returning from a mutual aid assignment.
- (c) Goods or property in transit other than transit of plant and/or machinery by road/rail/sea/air transit for the purpose of maintenance, repairs and general running for operational use, and any other property in transit as provided under the Temporary Removal Clause.
- (d) Property which is insured by more specific policy.
- (e) Property underground other than foundations, pipelines, cabling, drains, tanks and contents thereof, utilities and related equipment.
- (f) Property belonging to third parties unless specifically declared as insured hereunder or in the insured's care, custody and control and for which they are responsible.
- (g) Cash, bullion, coins, cheques, stamps, precious stones, jewelry Antiques, securities, obligations of any kind, books of account, or other business book or records, computer records or data, manuscripts, plans, drawings, patterns or models

## **2 CONDITIONS APPLICABLE TO SECTION 1A**

## **2.1 Basis of indemnification (All Property except catalyst, consumables and stocks)**

In the event of destruction of or loss or damage to Property Insured hereunder (excluding stock) by a contingency insured against, the amount payable under each of the items of this section of the policy shall be calculated on the basis of the reinstatement or replacement of the property lost, destroyed or damaged, subject to the following provisions:

Reinstatement or Replacement shall mean:

- (I) where property is lost or destroyed, the rebuilding of any buildings or the replacement by similar property of any other property in either case in a condition equal to but not better or more extensive than its condition when new;
- (II) where property is damaged the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its conditions when new.
- (III) Where the damaged property is not replaced/ repaired/reinstated, the basis of indemnity would be the actual cash value of the property so damaged at the time of happening of its destruction.

### **Special Proviso**

1. The work of replacement or reinstatement (which may be carried out upon the same or another site and in any manner suitable to the requirements of the insured subject to the liability of the insurer not being thereby increased) must be commenced within 12 months of the date of the destruction or damage or such further period as the insurer shall in writing allow, otherwise no payment beyond the amount which would have been payable under this section of the policy if this clause had not been incorporated herein shall be made.
2. Where any property is damaged or destroyed in part only, the liability of the insurer shall not exceed the sum representing the cost which the insurer could have been called upon to pay for repair or reinstatement if such property had been wholly destroyed.
3. No payment beyond the amount which would have been payable under this section of the policy if this clause had not been incorporated therein shall be made if at the time of any destruction or damage such property shall be covered by any other insurance effected by or on behalf of the insured which is not upon the identical basis of reinstatement as stated in this section of the policy.
4. If at the time of the reinstatement, the sum representing 85 percent (85%) of the cost which would have been incurred in the reinstatement if the whole property covered by such item had been destroyed exceeds the sum insured thereon at the commencement of any destruction or damage then the Insured shall be considered as being his own Insurer for the difference between the sum insured and the sum representing 100 percent. (100%) of the cost of reinstatement of the whole of the property and shall bear a rateable proportion of the loss accordingly.

Automatic reinstatement of Sum Insured subject to payment of pro-rata additional premium from the date of loss.

## **2.2 Basis of indemnification (Catalyst & consumables including lining and refractory)**

IN the event of destruction of or loss of or damage to catalyst and/or consumables Including lining and refractory while in the process, the basis of indemnification shall be



Actual cash value (ACV) at the time of loss. The ACV amount shall be calculated by taking into account:

The Expired Life (EL) in working hours of the catalyst and/or consumables at the time of occurrence and; The Normal Life Expectancy (NLE) in hours of the catalyst and/or consumables according to the technical service department assessment.;

And applying them in the relationship  $(1-EL/NLE)$  to the total replacement costs of the catalyst and/or consumables to determine the actual cash value of the item

### **2.3 Basis of indemnification (Stocks)**

In the event of destruction of or loss of or damage to stocks insured hereunder by a contingency insured against, the amount payable under each of the items of the policy shall be calculated on the basis of the value of such property immediately before the occurrence of the said contingency.

The Insurers shall be entitled at their option to reinstate or replace the destroyed or damaged property.

### **2.4 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.

### **2.5 72 Hours Clause**

For the purpose of operation of this clause, the word "loss occurrence" shall mean all individual losses arising out of and directly occasioned by a catastrophe as listed below:

#### *Flood*

Each loss by flood and all losses from this peril within a 72-hour period shall be deemed to be one loss in so far as the Total sum Insured and deductible provisions of this policy are concerned. The Insurer shall not be liable for any loss caused by any flood occurring before the effective date and time of this policy; however, the insurer will be liable for any losses occurring for a period of up to 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.

#### *Wind and/or Rainstorm and/or Cyclone*

Each loss by wind and/or rainstorm and/or Cyclone shall constitute a single claim hereunder provided, if more than one windstorm and/or rainstorm caused by the same atmospheric disturbance shall occur within any period of seventy-two (72) hours during the term of this Policy, such windstorm and /or rainstorm and/or Cyclone shall be deemed to be a single windstorm and/or rainstorm and/or Cyclone within the meaning thereof.

#### *Earthquake*

Each loss caused by earthquake shall constitute a single claim hereunder provided that more than one earthquake shock occurring within any seventy-two (72) hours during the term of this policy shall be deemed a single earthquake within the meaning hereof.

### **3 SECTION 1B - ALL RISK MACHINERY INSURANCE**

#### **3.1 Insuring Clause**

In consideration of the payment by the insured named in the Schedule hereto of the premium mentioned therein, THE INSURER AGREES that subject to the terms, exceptions, limits and conditions contained herein or endorsed hereon which shall all be deemed to be conditions precedent to the right of the insured to recover hereunder, to indemnify the insured against:

SUDDEN AND ACCIDENTAL BREAKDOWN, COLLAPSE OR RUPTURE OF PROPERTY INSURED INCLUDING PHYSICAL EXPLOSION/IMPLOSION OF INCLUDING BUT NOT LIMITED TO, BOILERS AND/OR OTHER PRESSURE VESSELS ATTRIBUTABLE TO ANY CAUSE, EXCEPT AS HERE IN AFTER PROVIDED, OCCURRING DURING THE CURRENCY OF THE POLICY.

In no case shall the liability of the insurer exceed the respective sums insured and sub limits expressed in the schedule.

Provided that the due observance and fulfilment of the terms, conditions and endorsements so far as they relate to anything to be done or complied with by the insured shall be conditions precedent to liability of the insurer to make any payment under this policy.

Breakdown shall mean sudden and accidental physical loss or damage necessitating repair or replacement before operation can be resumed resulting from:

- i. Defects in material, design, construction, erection or assembly or;
- ii. Fortuitous working accidents such as vibration, maladjustment, loosening of parts, centrifugal force, abnormal stresses, defective or accidental lack of lubrication, water hammer or local overheating, sudden failure or faults in protection devices except in the case of boilers or similar plants when followed by explosion or;
- iii. Excessive voltage or current, failure of insulation, short circuits, open circuits or arcing or the effects of static electricity or;
- iv. Incompetence, negligent acts or lack of skill of employees or third parties or;
- v. Falling, impact, collision or similar occurrences, obstruction or the entry of foreign bodies or;
- vi. Overpressure except when caused by occurrences excluded in exception (i) of this section;
- vii. Any other cause not hereinafter excluded.

This insurance applies whilst the Property insured is working or at rest or being dismantled or moved for the purpose of cleaning, inspection, overhauling or being re-erected in another position within the Situation shown in the Schedule.

#### **3.2 Exceptions**

The Insurer shall not be liable for:

1. Loss or damage for which a manufacturer, supplier, contractor or repairer is responsible either by law or ordinance or under any contract or agreement subject to the following; This exclusion does not apply to business interruption claim arising out of such physical loss/damage.

“The Insured shall as far as reasonably possible at its own cost pursue any rights of recovery it may have against any manufacturer or supplier of machinery, equipment or other property for the cost of making good any such loss or damage which such manufacturer or supplier has agreed to make good under contract pursuant to a guarantee or warranty, whether express or implied. If the Insured is unable to recover under any such guarantee or warranty before it requires funding to place re-orders or to carry out reinstatement works or to meet outstanding costs then the insurers shall make payment under this policy but subject to the insured using all reasonable endeavors to pursue claims under the guarantee or warranty and to the Insured reimbursing the insurers for sums paid under this policy in respect of which sums are so recovered.”

2. Any increase in the cost of replacement or repair due to enforcement of any ordinance or law;
3. Wear and tear, rust, corrosion, erosion, cavitation, boiler scale, incrustation, deterioration, settling, gradual cracking, gradually developing deformation or distortion, gradual deterioration due to atmospheric conditions or due to other causes, but this exclusion shall be limited to the items immediately affected and shall not exclude liability for loss or damage to other parts of the *property insured* as a consequence thereof;
4. Loss or disappearance which is discovered only during an inventory or stocktaking or which is not traceable to a specific occurrence of loss or damage otherwise indemnifiable under this *section*;
5. Shrinkage, evaporation, loss of weight, consequences of exposure to light, change in flavour, colour, texture or finish affecting raw material, goods in process or finished goods unless such change in condition is a direct consequence of an occurrence of loss or damage otherwise indemnifiable under this *section*;
6. Loss or damage attributable to extremes or changes of temperature or humidity or to non-existing, non- functionable or inadequate heating, air-conditioning or cooling equipment, condensation, excessive moisture, dampness, seepage, disease, deterioration, decay, mildew, mould, fungus, wet or dry rot, insect larvae or vermin of any kind, infestation unless resulting from a cause not otherwise excluded;
7. Any *malfunction* of hardware, software or embedded chips as well as any loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data (including but not limited to computer virus, worms, Trojan Horses); but this shall not exclude liability for loss of or damage to other parts of the *property insured* as a consequence thereof;
8. Costs arising from false or unauthorized programming, punching, labelling or inserting, inadvertent cancelling of information or discarding of data media and / or from loss of information caused by magnetic fields;
9. Costs of maintenance, upgrade or improvement, normal upkeep;
10. Consequential loss or any costs to reduce it other than that falling under business interruption section.

### **3.3 Dismantle costs**

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

## **4 CONDITIONS APPLICABLE TO SECTION 1B (MACHINERY BREAKDOWN) VALUATIONS AND ADJUSTMENT OF LOSS**

In case of loss or damage, the basis of adjustment unless otherwise endorsed thereon shall be the Replacement/Reinstatement Cost.

Replacement/Reinstatement Cost shall mean all expenses necessarily incurred to repair, rebuild or replace with new materials of like kind and quality including dismantling and re-erection charges incurred for the purpose of effecting repair.

Replacement/Reinstatement Cost shall be determined based on the expense incurred as on the date of reinstatement of any loss or damage under this Policy.

The insured shall be entitled to receive monetary settlement hereunder based upon the actual reinstatement value provided the Insured shall provide all such information, as Insurers shall require in proof/evidence of the amount of loss.

In the event any property or interest or part thereof is replaced by any substantial design, material or workmanship involving an elected betterment, liability hereunder shall exclude the estimated additional cost of such betterment above the reproduction cost of the damaged property at the time of the settlement of the loss.

It is further noted and agreed that in the event of physical loss or damage to the property insured hereunder the insured, at their 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 by other suppliers, manufacturers or fabricators. Provided always that the difference between the OEM quote and the lowest quote doesn't exceed 30% of the lowest quote and quotes are based on the same technological specifications.

#### **4.2 DUE DILIGENCE**

It is agreed by the insured that during the continuance of this policy the machine(s) shall be maintained in good working order and not willfully operated beyond safe limits except as permitted by the manufacturers or by judgment of a competent engineer and that Government or other regulations relating to the condition, operation or inspection of machine(s) are observed. The Insured agree to forward to the insurer copies of such inspection reports whenever required to do so by the insurer.

#### **4.3 REPAIRS**

In the event of a breakdown of any Property Insured likely to give rise to a claim hereunder, the insurer shall have the right to take over and control all necessary repairs to be completed to the satisfaction of the insured.

#### **4.4 REMOVAL**

Such insurance as is afforded under this Section of the policy shall also apply while the property Insured is being removed because of imminent danger of loss or damage.

#### **4.5 RIGHT OF INSPECTION**

The Insurers' officials shall at all reasonable times have the right of access to the premises in which the machines are situated provided they comply with all reasonable site access requirements.

### **5 CLAUSES/EXTENSIONS/ADD ONS APPLICABLE TO SECTIONS A "ALL RISK" Earthquake (Fire & Shock):**

It is hereby agreed and declared that notwithstanding anything stated in the printed exclusions of this policy to the contrary, this Insurance is extended to cover loss or damage (including loss or damage by fire) to any of the property Insured by this policy occasioned by

or through or in consequence of earthquake including flood or overflow of the sea, lakes, reservoirs and rivers and/or Landslide/Rockslide resulting there from.

Provided always that all the conditions of this policy shall apply (except in so far as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this endorsement.

**5.2 Storm Tempest Flood & Inundation:**

The insurance by the Policy shall include Loss, destruction or damage directly caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood or Inundation.

**6 CLAUSES/EXTENSIONS/ADD ONS APPLICABLE TO SECTIONS 1A AND 1B**

**6.1 Leakage and overflowing from Storage Tank & Vessels**

It is hereby agreed that notwithstanding anything contained herein to the contrary, that this Policy extends to cover the loss of stock caused by leakage and/or overflowing from any storage tank, pipeline or vessel.

**6.2 Local Authorities Clause**

This Section of the Policy includes such additional cost of reinstatement of the destroyed or damaged sections of the property caused by a contingency insured against as may be incurred solely by reason of the necessity to comply with any Regulations, bye-Laws or Statutory provisions relating to the reinstatement of property provided that:

- i. The amount recoverable under this extension shall not include:
  - a. The cost of complying with any such regulations, bye-laws, or Statutory provisions where destruction or damage occurs prior to inception of this Policy, or is not insured by this Policy, or where notice to comply has been served upon the insured prior to the occurrence of any destruction or damage or in respect of any undamaged sections to the property.
  - b. Any increased rates, taxes, duties, charges, levies or assessment as a result of complying with such Regulations, Bye-laws or Statutory provisions;

The work of reinstatement must be commenced within 12 months of the date of occurrence of any loss or damage unless permitted by the insurer within the said 12 months which shall not be unreasonably withheld, and may be carried out wholly or partially upon another site, provided that the liability of the insurer is not increased thereby.

**6.3 Fire Fighting Expenses/ Foam Consumption**

It is agreed that in the event of a fire or a series of fires arising directly or indirectly from the same occurrence including fire threatening to involve the Property insured under this Section of the Policy, the insured shall be entitled to recover:

- (i) The actual cost of materials used and/or damaged in extinguishing or controlling or attempting to extinguish or control any such fire;

- (ii) The cost of all clothing and/or personal effects damaged and/or lost as a result of such fire and/or fighting, extinguishing or controlling or attempting to fight, extinguish or control such fire unless more specifically insured elsewhere;
- (iii) All other actual expenses (including wages and the like paid for fire-fighting, extinguishing or controlling or attempting to fight, extinguish or control such fire and/or localizing such fire)
- (iv) The expenses incurred to recharge / refill any fire protection devices

All claims for personal injury are excluded.

#### **6.4 Property in Transit**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, this insurance shall be extended to cover insured's Plant & Machinery and spares, raw materials and finished goods whilst in transit by road, rail or inland transit including inland waterway transit anywhere in the world. Flat deductible of INR 10,000/- for each and every loss.

#### **6.5 Contamination and Co-Mingling of Stock**

It is hereby agreed that notwithstanding anything contained herein to the contrary, that this Policy extends to cover loss or damage to stocks as a result of contamination and/or co- mingling whilst in the Insured's care, custody or control arising from any cause not specifically excluded under the policy

#### **6.6 Loss Minimization/ Loss Prevention Expenses**

This Policy includes expenses for loss minimization necessarily incurred by the insured to prevent any aggravation of an insured loss following a direct loss or damage to the subject matter insured due to an insured peril at insured's Premises, specified in the Schedule, including moving / shifting of property and people, inside and outside HURL premises, if this contributed to loss minimization.

Flaring of feedstock in process per se is not covered but following an indemnifiable loss as a loss prevention measure is insured under this policy

#### **6.7 Shut Down / Start Up Expenses**

It is hereby agreed and declared that this policy extends to cover Shut Down and Start-up Costs necessarily and reasonably incurred by the Insured consequent upon a loss or damage covered by this policy including but not limited to plant stabilization expenses to cover expenses after start up till plant comes to normal operations.

#### **6.8 Expediting Expenses**

In the event of loss hereunder the Insurer shall also pay, in addition to the indemnity otherwise provided, the reasonable extra cost of safeguarding, preserving, temporary repair and of expediting the repair of such damaged property, including overtime and extra cost of express and other rapid means of transportation. (including by road, sea and/or rail)

Such additional costs and expenses include but are not limited to:

Necessary expenses of chartered carriage or delivery; chartered and/or other travel (including by sea or air) of the Insured's directors, officers, employees, agents, contractors, sub-contractors, consultants or representatives. Hire of additional labour,

equipment, materials or services, including overtime to Employees / Contractors, accommodation including meals or other incentives to complete work faster.

#### **6.9 Immediate Repairs**

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 items are replaced, the same to be preserved for inspection by surveyor.

#### **6.10 Catalysts and Consumable Interests in Process**

Catalysts and consumable materials in storage or in the course of process are covered for actual cash value and the basis of indemnification shall be as per Proviso 1.4.2.

Limit: Actuals (Part of total sum insured)

#### **6.11 Minor Works**

It is understood and agreed that these sections of the policy automatically include new projects by way of alterations and/or constructions and /or re-construction and/or additions and /or maintenance and /or testing and commissioning and /or modifications and/or dismantling and work carried out in insured premises.

Notwithstanding other terms and conditions herein, this Extension of the Policy shall only pay in excess of more specific insurance, if any arranged in respect of minor works.

This Section shall be subject to Policy deductible.

Any Consequential Loss (other than to the existing property) following damage to the minor works under the extension is excluded.

#### **6.12 Property in Course of Construction**

This policy will provide automatic coverage for new projects/ongoing projects by way of alterations and/or constructions and /or re-construction and/or additions and /or maintenance and /or testing and commissioning and /or modifications and/or work carried out in insured premises property in course of construction – erection including testing and commissioning, subject to Half yearly declaration of projects above Rs. 5 crores to the insurer. At the option of the insured, the interests of the contractors and / or sub- contractors is hereby assumed for work being performed for the insured including temporary structures, tools, equipment and materials incidental to such work.

Any Consequential Loss (other than to the existing property) following damage to property in course of construction is excluded.

Notwithstanding other terms and conditions herein, this extension of the policy shall only pay in excess of more specific insurance, if any, arranged in respect of such project work. The deductibles of this Policy shall not apply where the amount payable under such other insurance exceeds the deductible herein but in no case shall any loss be payable below the deductible amount herein.

### **6.13 Spontaneous Combustion**

In consideration of the payment of an additional premium it is hereby declared and agreed that this insurance covers loss of or damage to the insured property caused by its own spontaneous combustion notwithstanding anything stated to the contrary in the printed Conditions of the Policy.

### **6.14 Archives**

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.

### **6.15 Professional Fees**

This policy is extended to cover architects, surveyors, legal and consulting engineers' fees necessarily incurred by the Insured consequent upon loss or damage as insured hereunder, but not for preparing any claim. This extension shall also include reasonable costs incurred by the insured of a like nature.

### **6.16 Drain Clearance**

It is hereby declared and agreed that this Policy extends to cover any expense necessarily incurred by the Insured in the clearing of drains within the surrounding premises as a consequence of property insured by this policy being destroyed or damaged by fire or by any other perils hereby insured against, it being understood that the total liability for such clearing shall not exceed any one loss.

### **6.17 Temporary Protection**

Costs and expenses necessarily and reasonably incurred for the temporary protection and safety of Property Insured pending repair or replacement consequent upon damage insured hereunder up to a limit mentioned in the schedule.

I

### **6.18 Claim Preparation Cost (PD, MBD & BI section)**

Subject to the Sub-Limit of Liability as stated in the Schedule for Professional Fees and Claims Preparation Costs, the insurance under this Item is to 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, proving and/or verification of claims made by the Insured under this Policy;
- (c) the costs 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.

### **6.19 Omission to Insure, Addition and Alteration**

The insured having notified the insurer of their intention to insure all property in which they are interested and it being their belief that all such property is insured, if hereinafter any such property shall be found to have been inadvertently omitted, the insurers will deem it to be insured within the terms of this policy, up to a limit 5% of Material Damage Sum insured (excluding stocks) provided that such property is declared to insurer immediately upon discovery of omission but not later than 60 days after expiry of policy.



### **6.20 Capital Addition**

The insurance by this policy shall, subject to its terms and conditions extend to cover:

i. any newly acquired buildings, machinery and plant in so far as the same are not otherwise insured, and; ii. alterations, additions and improvements to buildings, machinery and plant during the current period of insurance at any of the premises hereby insured, provided that:

During the current period of insurance at any of the premises hereby insured, provided that:

1. At any one location, this cover shall not exceed INR 5 Crores. No additional premium shall be payable in respect of such increase up to INR 5 Crores
2. The insured undertakes to give particulars of any such capital additions on a quarterly basis
3. The insured undertakes to pay such additional pro-rata basis as the insurers may require in respect of such capital addition exceeding INR 5 Crores (subject to prior intimation and subsequent approval from insurers)
4. Agreed for pro-rata attachment of assets when assets get capitalized during policy.

### **6.21 Property outside/away from the premises**

This Insurance shall extend to cover property (Machineries / equipment and stocks) of the Insured stored in unspecified locations outside the insured premises up to a limit of Rs. 5 Crores each and every loss for machinery & equipment and INR 5 Crores for stocks.

### **6.22 Debris Clearing Expenses including foreign debris**

It is further agreed that this Policy includes the cost and expenses of clearing debris, including the cost of clean-up, after loss, destruction or damage by a contingency insured hereunder including but not limited to the costs and expenses actually incurred in the necessary dismantling, removal, demolition, shoring up or propping, clearance of drains and sewers, temporary hoarding up of the Property so destroyed or damaged including undamaged portions and the removal of debris (including the removal of contents whether damaged or undamaged) provided that:

- (i) Such costs are not recoverable under any other policy of insurance;
- (ii) No liability is assumed for the expense of removal of any property or part thereof, the removal of which is solely required by any government law or public ordinance.

PROVIDED that this policy does not insure against the costs of decontamination or removal of water, soil or any other substance on or under the premises insured hereunder.

It is a condition precedent to recovery under this extension that the Insurer shall have paid or agreed to pay for direct loss or damage to the property insured hereunder unless such payment is precluded solely by the operation of any deductible

I

### **6.23 Computer Records & Systems**

The coverage herein shall be extended to cover loss of data, data media and records including plans and documents as well as its regeneration costs necessarily and

reasonably incurred by the Insured consequent upon a loss or damage covered by this policy.

Indemnity under this extension is subject to:

i. the loss of data, data media and records having been caused by a damage covered under sections 1 A or 1 B ii. data / software back-up being kept in fireproof safe iii. The following special exclusions shall apply:

- loss or damage for which the repair company or maintenance company is contractually liable.
- any costs for standard adjustment, rectifying functional failures and maintenance of insured object unless necessary in connection with the repair of an insured loss • normal wear and tear of media.
- erroneous programming, perforating, loading or printing.

#### **6.24 Designated Property Clause**

For the purpose of determining where necessary the item under which any property is insured, the insurer agree to accept the designation under which the property has been entered in the insured's books.

#### **6.25 Nominated Loss Adjustors**

Insurers agree that, in the event of an occurrence that is likely to give rise to a claim under this Policy, the Insured can appoint one of the below listed firms of Surveyors and Loss Adjustors to act as per requirement of Sec. 64 UM of Insurance Act 1938 to conduct loss or damage surveys and adjustment of claims”

- MACK Surveyor
- Rakesh Kapoor and Company
- Protocol Insurance Surveyors & Loss Assessors Pvt. Ltd
- Puri Crawford Insurance Surveyors & Loss Assessors India Pvt. Ltd.

The above list of surveyors is not limited to above 04 surveyors, and may change in future depending on the requirements/instructions of HURL.

#### **6.26 Hire, Purchase and Lease Agreements**

Certain items of the property may be the subject of hire purchase lease or other agreements and the interest of the other parties of these agreements is noted in this insurance, the nature and extent of such interest to be disclosed in the event of loss, destruction or damage

#### **6.27 Leak Search and Finding Cost**

In addition to indemnifiable costs of repair or replacement the company will indemnify the assured for the cost and expenses necessarily and reasonably incurred in locating and obtaining access to any part or parts of the Insured property in order to locate and repair leaks or other damages subject to limit of indemnity as specified in the schedule for each and every occurrence.

#### **6.28 Temporary Removal (Excluding Stocks)**

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, elsewhere on the same or to any other premise within India without limit of liability. For temporary removal outside India, liability is limited to Rs. 5 Crs per occurrence and in the aggregate.

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.

This extension does not apply to property otherwise insured or to the property held by the insured in trust.

### **6.29 Temporary Removal of Stocks**

It is agreed that the stock insured hereby up to INR 5 crs e.e.l of the total sum insured of such stock is covered while temporarily removed to any other premises within India for purposes of fabrication or processing or finishing or other similar purposes. This extension does not apply to stock if and so far as it is otherwise insured.

The pro-rata condition of average should be applied to the limit of stocks temporarily removed as well as to the total sum insured of such stock under the policy.”

### **6.30 Reinstatement of Sum Insured Following Loss**

It is hereby declared and agreed that in the event of the property insured, within the policy being destroyed or damaged, the basis upon which the amount payable under (each of the said items of) the policy is to be calculated shall be cost of replacing or reinstating on the same site or any other site with property of the same kind or type but not superior to or more extensive than the insured property when new as on date of the loss, subject to the following Special Provisions and subject also to the terms and conditions of the policy except in so far as the same may be varied hereby.”

### **Special Provisions**

1. The work of replacement or reinstatement (Which may be carried out upon another site and in any manner suitable to the requirements of the insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch within 12 months after the destruction or damage or within such further time as the company may in writing allow, otherwise no payment beyond the amount which would have been payable under the policy if this memorandum had not been incorporated therein shall be made.
2. Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under the policy if this memorandum had not been incorporated therein.
3. If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed, exceeds the sum Insured thereon or at the commencement of any destruction or damage to such property by any of the perils insured against by the policy, then the insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the policy (if more than one) to which this memorandum applies shall be separately subject to the foregoing provision.
  1. This Memorandum shall be without force or effect if:
    - a. the Insured fails to intimate to the Company within 6 months from the day of destruction or damage or such further time as the Company may in writing allow his intention to replace or reinstate the property destroyed or damaged.
    - b. The Insured is unable to unwilling to replace or reinstate the property destroyed or damaged on the same or another site"

### **6.31 Deliberate Damage**

Subject to the terms and conditions of this policy, this insurance covers physical loss of property insured or expenses incurred by the insured, directly caused by any act or order of any governmental authority acting under the powers vested in them to prevent or mitigate the damage or imminent damage or threat thereof, resulting directly from damage to the property insured, provided such act of governmental authority has not resulted from lack of due diligence by the insured to prevent or mitigate such hazard or threat, thereof and to any other physical damage. Consequential losses are however excluded.

### **6.32 Automatic Reinstatement**

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 in consideration of which upon the settlement of any loss under this policy exceeding the amount specified in the Schedule, pro-rata Premium for the un-expired period from the date of such loss to the expiry of Period of Insurance for the amount of such loss shall be payable by the Insured to the Insurers.

The additional Premium referred above shall be deducted from the net claim amount payable under this Policy. This continuous cover to the full extent will be available notwithstanding any previous loss for which The Insurer may have paid hereunder and irrespective of the fact whether the additional Premium as mentioned above has been actually paid or not following such loss. The intention of this condition is to ensure continuity of the cover to The Insured subject only to the right of The Insurer for deduction from the claim amount, when settled, of pro-rata Premium to be calculated from the date of loss till expiry of this Policy

Notwithstanding what is stated above, the Sum Insured shall stand reduced by the amount of loss in case The Insured immediately on occurrence of loss exercises his option not to reinstate the Sum Insured as above.

### **6.33 Decontamination Expense & Pollutant Cleanup**

If, at the time insured property is contaminated as a direct result of physical damage insured against by this property, there is in force any law or ordinance regulating contamination, including but not limited to pollution, then this policy shall cover, as a result of enforcement of such law or ordinance:

The cost of decontamination and removal of insured property in a manner to satisfy such law or ordinance; The cost to extract pollutants and/or contaminants from soil from the Insured's premises if the release, discharge or dispersal of such pollutants and/or contaminants occurs during the Policy period

In the event that said release, discharge, or dispersal of pollutants and/or contaminants causes the Insured to incur additional costs to clean up pollutants and/or contaminants that were present prior to the time of said loss or damage this Contract shall cover such additional costs that are directly attributable to said covered physical loss or damage.

For the purpose of this coverage:

Pollutants and/or contaminants means any solid, liquid, gaseous or thermal material or irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste and asbestos, which after its release can cause or threaten damage to the health or welfare of humans, animals or the environment.

Insured premises means the boundaries of real estate which the Insured owns, leases or occupies as per the legal description of said owned, leased or occupied premises and is distinguished from the interest in property covered.

This coverage does not extend to cost incurred in extracting pollutants and/or contaminants whose release or discharge is the result of any event or events which predate the inception of this Contract.

There is no liability neither for expense or time required for removing contaminated uninsured property, unless specifically mentioned herein, or the contaminant therein or thereon, whether or not the contamination results from an insured event.

#### **6.34 Newly Acquired Property**

This Policy is extended to cover Newly Acquired Property on anywhere in India basis as follows:

In the event that the Insured, following commencement of the Period of Insurance, acquires an interest in Property to be Insured or the voting share capital of any legal entity or any capitalization of assets made anywhere in India other than locations Insured as mentioned in the schedule (hereafter referred to as Newly Acquired Property).

Any pro rata additional premium will be calculated by the Insurer and must be reasonable in comparison to the premium payable by the Insured for risks of a similar nature which are insured hereunder.

#### **6.35 Extra Expenses**

This extension covers the necessary extra expenses incurred by the Insured in order to continue as nearly as practicable the normal operation of the Insured's business following recoverable damage to or destruction of any real or personal Property Insured hereunder.

In the event of loss other than an actual loss to any and all property and/or cargo covered by the Policy, this Policy shall cover the extra expenses necessary to continue operations up to a limit operation of not more than 25% of the total claim amount for the loss or damage which initiates this coverage.

For the purposes of recovery of such expenses, the extent of coverage is for such length of time as would be required with the exercise of due diligence and dispatch to rebuild, repair or replace such part of the property herein described as has been damaged or destroyed, in accordance with the definition of loss in the Property Insured in this Policy, commencing with the date of such damage or destruction and not limited by the date of expiration of this Policy. Due consideration including payroll expenses, to the extent necessary to resume operations of the Insured with the same quality of service which existed immediately preceding the loss.

#### **DEFINITION**

The term "Extra Expense(s)" wherever used in this form, is defined as the excess (if any) of the cost(s) incurred during the period of restoration, chargeable to the operation of the Insured's business, over and above the cost(s) that would normally have been incurred to conduct the business during the same period had no damage or destruction occurred

#### **6.36 Increased Cost of Construction and Demolition Cost**

Subject to the Policy 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 (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.

#### **6.37 Repairing & removal cost including Dewatering but excluding foreign debris**

This insurance covers dewatering expenses incurred as a result of operation of insured perils.

It is hereby agreed and understood that otherwise subject to terms, exclusions, provisions and conditions contained in the policy or endorsed thereon the insurer shall indemnify the insured all the expenses incurred towards dewatering & slush removal from any pit / section within the premises / project site which are inundated partially or fully by water by insurable event to recommence the operation or to render the pit / section safe.

#### **6.38 Pair & Set**

Notwithstanding anything to the contrary in this policy or in any of its conditions, it is hereby agreed and declared that in the event of loss or damage of only one item of pair or set, by an insured peril, the company shall pay cost of complete pair or set of damaged items if it is supplied by Original Equipment Manufacturer (OEM) as pair or set and it is not supplied as an individual part. This extension is subject to condition that the undamaged part of pair or set is surrendered to the insurer. The extension is subject to application of all other conditions of policy including depreciation etc.

#### **6.39 Spoilage Material Cover for Machinery & Stock**

It is hereby agreed and declared that, notwithstanding anything contained to the contrary, in the within written Policy, the insurance of this policy shall extend to cover loss or damage by Spoilage resulting from the retardation or interruption or cessation of any process or operation caused by any of the perils covered under this Policy, provided that liability for destruction of or damage to the property insured described in

the schedule to this policy, or any part of such property, is first admitted by the company.

Provided always that all the conditions (except in so far as they may be hereby expressly varied) shall apply as if they had been incorporated herein and that any reference therein to the loss or damage caused by insured perils shall be deemed to apply also to loss or damage caused by Spoilage which peril this insurance extends to include by virtue of this Endorsement.”

#### Special Conditions

For the purpose of this Endorsement but not otherwise, the following special conditions shall apply:

**Average:** If the property hereby insured against spoilage shall, at the time of occurrence of any loss or damage, be collectively of greater value than the sum insured on machinery, containers, equipment and stocks in the specified blocks, then the Insured shall be considered as being his own insurer for the difference and shall bear rateable proportion of the loss accordingly. Every time, if more than one, of the Policy shall be separately subject to this condition.

Provided that it is hereby further expressly agreed and declared that the liability of the Company shall in no case under this endorsement and the Policy exceed the sum insured of this Policy.

**Sum to be insured:** The cover must be for all stocks and machinery, container and equipment in specified blocks, specified sums being declared for each block and must be made subject to ‘Average’

#### **6.40 Damage of Lubricant oil and Refrigerant**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall indemnify the Insured for loss of lubricating oil or refrigerant, caused by an indemnifiable accident to the above-named items, subject to a deduction of proper depreciation according to the average life expectancy indicated by the manufacturer or otherwise to be determined at the time of the loss.

#### **6.41 Damage to Refractory Material**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall indemnify the Insured for loss of or damage to refractory materials and/or masonry (Exclusion to this effect contained in the Policy shall be deleted as far as applicable), caused by an indemnifiable accident to the above-named items, subject to depreciation of the amount indemnifiable in respect of the items thus affected, at an annual rate to be determined at the time of loss, this rate being not less than 20% per annum, but not more than 80% in total

#### **6.42 Margin Clause**

Insurers hereunder agree to waive additional or return premiums in respect of adjustment as the premium due under this Policy where such additional or return premiums do not exceed 5% of the premium due by this item at inception of the policy. Where such additional or return premiums exceed 5% of the premium due at inception, all adjustments shall be net of this margin provision.

#### **6.43 Additional Custom Duty**

"It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, 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. 5 Crs eel.

#### **6.44 Technological Improvement**

Permission is granted to replace damaged equipment with a technologically superior replacement, if such replacement is capable of performing the same function as the damaged equipment. However, the Insurer shall not be liable for more than the replacement cost/sum insured

#### **6.45 Smoke, Soot, Corrosive Gases, Heat Waves Damage Covers**

Policy may be extended to Include destruction of or damage to the property insured (by fire or otherwise) directly caused by smoke, soot, corrosive gases and heat waves.

#### **6.46 OEM Equipment**

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 30% of the lowest quote and quotes are based on same technological specifications. As far as reasonable the order for repairs/ replacement can be placed with OEM on single quote basis for proprietary items/ equipment's.

#### **6.47 Obsolete Equipment/Parts**

In the event of spares currently insured hereunder and represented within the total sum insured under the Policy becoming obsolete following an indemnifiable loss to Plant and Machinery to which they belong, such spare should form part of the claim subject to Insurer's retaining right of salvage over such obsolete parts.

#### **6.48 Goods Held in Trust / Property under consignment, care, Custody**

It is hereby declared and agreed that this insurance shall cover all real and personal property of every kind and description belonging to the Insured and/or goods under consignment, held in trust or on lease or paid awaiting delivery for which the Insured may be held liable for loss or damage while in their care, custody or control.

#### **6.49 Destruction of undamaged property**

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that the insurance by this Policy extends to cover the cost of destruction and subsequent replacement of undamaged property or undamaged portions of property, if such destruction is solely necessary in order to carry out repairs or reinstatement of the property insured by this Policy and for which The Company has admitted liability. Provided that this shall not include any



work necessary to undamaged property to comply with any act, regulation or by-law of any local or Public Authority.

For the purpose of this clause, "undamaged" shall mean not damaged physically and directly by any event or perils not otherwise excluded by this Policy.

#### **6.50 Accidental discharge of Gas flooding system costs**

Covers reasonable costs/expenses incurred by the insured in refilling cylinders of any gas flooding systems installed for the protection of property arising out of the accidental discharge of such system.

#### **6.51 Electronic Equipment clause**

Breakdown and All risk cover including consequent Business Interruption stands covered.

#### **6.52 Damage to operating media**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall indemnify the Insured for loss of lubricating oil, oil in transformers, machine foundations, operating media and refrigerants, caused by an indemnifiable accident to the above-named items, subject to a deduction of proper depreciation according to the average life expectancy indicated by the manufacturer or otherwise to be determined at the time of the loss.

#### **6.53 OEM/Third Party Inspection charges**

It is hereby declared and agreed that the Expenses borne by Insured for availing the services of O&M / OEM or any other Third Party in the event of a claim for necessary inspection, test and processes to ascertain the root cause, extent of damage/loss and repairs necessary, will be covered in the policy.

### **7 CONDITIONS APPLICABLE TO SECTION 1 A (PROPERTY DAMAGE) & SECTION 1B**

#### **(MACHINERY BREAKDOWN) Waiver of Underinsurance**

If the property hereby insured shall at the time of reinstatement/ replacement repair following a loss or damage indemnifiable under the policy be of greater value than the Sum Insured under the policy, then the insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of loss.

Each item of the policy to which this condition applies shall be separately subject to the foregoing provision. Provided, however, that if the said Sum Insured in respect of such item(s) of the Schedule shall not be less than 85% (Eighty Five percent) of the value of the item(s) thereat, this condition shall be of no purpose and effect.

#### **7.2 Industries, Seepage, Pollution and Contamination Clause/ Decontamination and Cost of Clean Up**

Notwithstanding anything to the contrary in this policy or in any of its conditions, it is hereby agreed and declared that this policy is extended to cover loss or damage arising due to seepage, pollution or contamination caused by a sudden, unintended and unexpected happening during the period of this insurance.

This insurance does not cover any liability for:

- The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances
- This clause shall not extend this insurance to cover any liability which would not have been covered under this insurance had this clause not been attached.

### **7.3 Waivers of Recourse**

It is understood and agreed that this Insurance shall not be invalidated should the Insured waive, with Insurers' agreement, prior to loss or damage affected thereby, any or all rights and recovery against any part for loss or damage to the property described herein, provided however, that the Insurers' rights of recourse against any manufacturers and suppliers be maintained in force.

It is specifically agreed to automatically waive rights of recourse against contractors of the Assured (and/or their subcontractors) during the policy period but only in respect of the normal maintenance activities of the Assured. Normal maintenance shall be deemed to include work during normal shutdowns and the bringing up from normal shutdowns.

### **7.4 Escalation**

This policy permits for automatic pro rata increase in the sum insured in respect of capital assets @5% from the date of inception till expiry of the policy. The increase in the sum insured shall be 1/365th of the above specified percentages for each day since inception up to the date of loss. This clause shall not apply to stock of any description / kind whatsoever.

### **7.5 Property Plant and Testing & Commissioning Clause**

Insurance doesn't cover destruction or damage to property in course of construction or erection, dismantling or undergoing testing or commissioning including mechanical, performance testing and any business interruption resulting there from.

Acceptance of property hereon is subject to satisfactory completion of the following procedures.

- i. Mechanical Testing.
- ii. Testing and Commissioning.
- iii. Performance testing conforming to 100 pct. Contract Design Criteria and continuous operation of a minimum 72 hours duration.
- iv. Official acceptance by the Insured following formal hand over certificate procedure. (It being understood that no equipment faults or punch list items affecting operation integrity of the plant are outstanding, unless otherwise agreed by Insurers).

In the event that compliance with (ii), (iii) and (iv) will be deferred upon mechanical completion or testing, such alternative procedures which will be adopted prior to the attachment under the policy shall be agreed upon between the Insurers and the Insured on a case-to-case basis and the attachment of risk under the policy shall be subject to the approval of the Insurer.

Proviso: This exclusion doesn't apply to on-going maintenance, annual shutdown & maintenance / turnaround. This exclusion also doesn't apply to revamp work subject, however, to the maximum contract value as declared within the Minor Works/Property in Course of Construction Extension contained within this Policy.

### **7.6 Expiration Clause**

If this policy should expire or be cancelled while an insured event 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.

**7.7 Obsolete Equipment/Parts**

The value of Insured Property shall be determined as the cost of repairs or replacement with new, like kind and of similar quality at the time and place of loss. However, should the property be technologically obsolete or unavailable because it is no longer in production, and should the property be actually replaced, then the Insurer shall be liable for the replacement cost as new of equipment which will at least perform substantially the same functions as the original equipment.

The Insurer shall not deduct towards accessories and peripherals (other than salvage value if any) rendered redundant although not damaged by the insured perils arising out of replacement by new property/ system. The liability of the Insurer shall not be reduced by any amount of betterment inherent in the design of such functionally equivalent equipment. The indemnification will not exceed the value as new for the equipment replaced".

**8 SECTION 2- Business Interruption**

**8.1 Definitions**

Turnover	The money paid or payable to the insured for goods sold and delivered and for services rendered in the course of business
Gross Profit	The amount of the turnover of the affected unit (adjusted by deducting opening stocks and adding closing stocks) from which shall be deducted the specified working expenses of the affected unit (s)/department (s), line (s).
Indemnity period	The period beginning with the occurrence of the damage and ending not later than <b>15</b> months as mentioned in the schedule thereafter during which the results of the business shall be affected in consequence of the damage.
Specified working expenses	a. Raw Materials b. Variable portion of Cost of utilities c. Variable portion of Repairs & Maintenance. d. Catalysts, Chemicals and Stores e. Irrecoverable Taxes. e. Packing cost
Rate of Gross Profit	The rate of gross profit earned on the turnover during the financial year immediately before the date of damage.
Standard Turnover	The turnover during that period in the twelve months immediately before the date of damage which corresponds with the indemnity period
Annual Turnover	The turnover during the 12 months immediately before the date of damage

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 practicable the results which but for the damage would have been obtained during the relative period after the Damage

## **8.2 Insuring Clause**

To indemnify the Insured in respect of Loss of Gross Profits due to an interruption of the insured's business carried out at the Insured's premises located at and for the sum Insured as specified against the said premises following loss or damage to any property and / or assets insured and recoverable under Section IA &/ OR Section IB.

The coverage also includes Contingent Business Interruption cover (Customer/Supplier).

The Insurers agree that if Property Insured under Sections AR and/or MB be lost, destroyed or damaged by any of the contingencies insured there under (destruction or damage so caused being hereinafter termed "Damage") at any time during the Period of Insurance and the Business carried on by the Insured be in consequence thereof interrupted or interfered with, the insurer will pay to the Insured the amount of Loss of Gross Profit resulting from such interruption or interference in accordance with the provisions of the policy.

Provided that the insurer shall not be liable for any loss under this Section of the policy unless the insured's property lost, destroyed or damaged as defined is insured against such Damage under Section AR and/or Section MB and the insurer shall have paid for or admitted liability or be held liable in respect of such Damage and would have paid for or admitted liability or be held liable therefore but for the application of any deductible provision under Sections AR and/ or MB which excludes liability for losses below a specified amount.

Provided that if the Sum Insured by this item be less than the sum produced by applying the Rate of Gross profit to the Annual Turnover, the amount payable shall be proportionately reduced.

**Territorial Scope: India**

### ***SPECIFICATIONS***

## **8.3 Gross Profit**

The insurance under this Article is limited to loss of Gross Profit due to

(I) reduction in Turnover and  
(II) Increase in Cost of Working and the amount payable as indemnity there under shall be:

a. In respect of Reduction in Turnover: the sum produced by applying the rate of gross profit of the affected unit to the amount by which the Turnover during the indemnity period shall in consequence of the damage, fall short of the standard turnover of the affected unit.

b. In respect of Increase in Cost of Working: the additional expenditure necessarily incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage, but not exceeding the sum produced by applying the rate of gross profit to the amount of the reduction thereby avoided.

c. Less any sum saved during the indemnity period in respect of such of the charges and expenses (excluding depreciation) of the business payable out of gross profit as may cease or be reduced in consequence of the damage.

## **9 CLAUSES/EXTENSIONS/ADD ON COVERS APPLICABLE TO BUSINESS INTERRUPTION**

### **SECTION 2**

#### **9.1 Prevention of Access**

Coverage under this section shall extend to include loss or reduction resulting from cessation, interruption, interference or inhabitation to the business as consequence of physical destruction of or damage to the to property belonging to the Insured or property within a radius of 5 Kms from the insured premises or prohibition by any governmental or municipal order, to obtain access to, or exit from their own premises.

30 days in excess of Business Interruption policy deductible for occurrences within 5 Kms. Cover applicable only inland. Port blockage is excluded.

#### **9.2 Suppliers and/or customers and/or utilities extension upto first tier or direct suppliers/customers/public utilities.**

Suppliers deemed to also include natural gas from gas supplying mechanism along with other raw materials

##### **9.2.1 Suppliers and/or customers and/or utilities extension upto first tier or direct suppliers/customers/public utilities.**

Suppliers deemed to also include natural gas from gas supplying mechanism along with other raw materials

This section is extended to cover the insured's loss resulting from damage due to

- a. Fire, Lightning, Explosion and Aircraft Damage (FLEXA) and Act Of God (AOG) perils for direct & named onshore Indian suppliers (including Natural Gas Pipelines, etc.), customers: Limit 20% of BI sum insured eel and in aggregate
- b. FLEXA perils for direct & named onshore foreign suppliers & customers& fabricators: Limit 20% of BI sum insured eel and in aggregate

**Suppliers details as provided below:**

##### **9.2.2 Un-named customers & suppliers located in India**

- a. FLEXA perils for direct & unnamed onshore Indian suppliers & customers& fabricators: Limit 10% of BI sum insured eel and in aggregate

There is no cover for unnamed foreign suppliers & customers

It is hereby agreed and understood that suppliers named in the policy and endorsed thereon will only be considered for coverage and claims, if any and shall be subject to the sanctions clause inset under the policy.

Definition of "direct" as below:

"Direct" shall mean any company having a direct contractual relationship with the insured(s) which materializes and manifests itself by / in the direct and actual physical supply, transfer or exchange of goods and/or utilities to the insured(s), without any involvement or value added by any third party supplier or customer resulting in the alteration, transformation or modification of the physical or chemical properties of the supply, goods or utilities before it is finally supplied, transferred or exchanged with the insured(s).

For the purposes of the meaning of Direct, this limitation does not apply to any third-party logistic companies or transportation companies who supply or transfer such goods or utilities to the insured (s) and whose role is solely limited to only transport or logistical services.

### **9.3 Public utilities**

It is hereby agreed to cover insured's loss resulting from interruption of or interference with the business carried out by the insured at the premises described within consequence of failure of electrical / gas /water supply at the terminal ends of the electrical service feeders /gas works/waterworks from which the insured directly obtained electric / gas/ water supply at the said premises directly due to damage to property at an electricity station, Substation, or Public electrical supply undertaking from which the insured obtained electrical/gas/water supply shall deem to be loss resulting from damage to the property used by insured at the premises.

This extension covers losses due to damage by Fire, Lightning, Explosion, and Aircraft Damage (FLEXA) and AOG perils only.

### **9.4 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 for the purposes of maintaining the business, it being understood that if any such costs 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.

Further, the policy would pay the actual loss sustained by the insured due to product pattern variations caused by or in consequence of operation of perils covered under the policy.

### **9.5 Professional Accountants**

Any particulars or details contained in the Insured's books of account or other business books or documents which may be required by the insurers under the conditions of this Policy 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 under the terms of this Policy and reporting that such particulars or details are in accordance with the Insured's books of account or other business books or documents

#### **9.6 Delayed Indemnity Period Clause**

In the event that, following damage during the period of insurance the business carried on by the insured at the premises is in consequence thereof interrupted or interfered with a date later than that of said damage, insurers agree to delay the commencement of any indemnity period to the time and date of when such later interruption or interference begins Provided always the insurers shall not be liable for any loss:

i) In excess of the applicable limits of liability and/or maximum indemnity periods stated in schedule; ii) Where such later interruption or interference begins at the earlier of with 18 months following the date of damage or expiry of the period of insurance;

During the applicable deductible waiting period detailed in the schedule, such deductible waiting period for the purposes of this clause, commencing at same time and date when such later interruption or interference begins

#### **9.7 Premium Adjustment**

If the Insured declares at the latest twelve months after the expiry of any period of Insurance, that the Gross Profits earned (or a proportionately increased multiple thereof where the maximum Indemnity Period exceeds 12 months) during the accounting period of 12 months most nearly concurrent with any period of insurance, as certified by the Insured's Auditors, was less than the Sum Insured thereon, a prorata return of premium not exceeding 50% of the premium paid on such Sum Insured for such period of insurance shall be made in respect of the difference. Where however the declaration is not received by the Insurer within twelve months after the expiry of the period of insurance no refund shall be admissible.

If any damage has occurred giving rise to claim under this Policy, such return shall be made in respect only of said difference as is not due to such damage

### **10 CONDITION APPLICABLE TO BUSINESS INTERRUPTION**

#### **10.1 Alternative Basis Clause**

It is understood and agreed that in the event of a claim under this policy, the insured can avail the basis of settlement on output basis or on turnover basis. However, the options exercised is not revocable.

#### **10.2 Outage Clause**

This clause defines the period from the time the breakdown of any equipment resulting in shut down of unit till the unit is synchronized and achieved full load or in operation for 72 hours since operation, whichever is earlier.

### **10.3 Departmental Clause**

If the business be conducted in departments the independent trading results of which are ascertainable, this Business Interruption loss section shall apply separately to each department affected by the damage

### **10.6 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 Company to the Lender / Bank / Financial Institution and such part of any monies so paid as may relate to the interests of other parties insured hereunder shall be received by the Lender / Bank / Financial Institution as Agents for such other parties.

b. That the receipts of the Lender / Bank / Financial Institution shall be complete discharge of the Company therefore and shall be binding on all the parties insured hereunder. That if and whenever any notice shall be required to be given or other communication shall be required to be made by the Company to the insured or any of them in any manner 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 Lender / Bank / Financial Institution.

c. That any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the Company and the insured or any of them arising under or in connection with this policy if made by the Lender / Bank / Financial Institution shall be valid and binding on all parties insured hereunder but not so as to impair rights of the Lender / Bank / Financial Institution to recover the full amount of any claim it may have on other parties insured hereunder.

d. That this insurance so far only as it relates to the interest of the Lender / Bank / Financial Institution therein shall not cease to attach to any of the insured property by reason of operation of condition 3 of the Policy except where a breach of the condition has been committed by the Lender / Bank / Financial Institution or its duly authorized agents or servants and any other party insured hereunder whereby the risk is increased or by anything being done to upon or any building hereby insured or any building in which the goods insured under the policy are stored without the knowledge of the Lender / Bank / Financial Institution provided always that the Lender / Bank / Financial Institution shall notify the Company of any change of ownership or alterations or increase of hazard not permitted by this insurance as soon as the same shall come to its knowledge and shall on demand pay to the Company necessary additional premium from the time when such increase of risks first took place and

It is further agreed that whenever the Company shall pay the Lender / Bank / Financial Institution any sum in respect of loss or damage under this policy and shall claim that as to the Mortgagor or owner no liability therefore existed, the Company shall become legally subrogated to all the rights of the Lender / Bank / Financial Institution to the extent of such payments but not so as to impair the right of the Lender / Bank / Financial Institution 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

Lenders details as provided below

### **10.7 Multiple Insured Clause**

1. It is noted and agreed that if the Insured described in the Schedule comprises more than one insured party each operating as a separate and distinct entity then (save as provided in this Multiple Insureds Clause) cover hereunder shall apply in the same manner and to the same extent as if individual policies had been issued to each such insured party provided that the total liability of the Insurers to all of the insured parties collectively shall not exceed the limits of liability including any sub limits as stated in the policy.

2. It is understood and agreed that any payment or payments by Insurers to any one or more such insured parties shall reduce to the extent of that payment Insurers liability to all such parties arising from any one event giving rise to a claim under this policy and (if applicable) in the aggregate.

3. It is further understood that the insured parties will at all times preserve the various contractual rights and agreements entered into by the insured parties and the contractual remedies of such parties in the event of loss or damage

4. It is further understood and agreed that insurers shall be entitled to avoid liability to or (as may be appropriate) claim damages from any of the insured parties in circumstances of fraud, material misrepresentation, material non-disclosure, or breach of any warranty or condition of this policy each referred to in this clause as a Vitiating Act.

5. It is however agreed that (save as provided in this Multiple Insured's Clause) a Vitiating Act committed by one insured party shall not prejudice the right to indemnity of any other insured party who has an insurable interest and who has not committed a Vitiating Act.

6. Insurers hereby agree to waive all rights of subrogation which they may have or acquire against any insured party except where the rights of subrogation or recourse are acquired in consequence or otherwise following a Vitiating Act in which circumstances Insurers may enforce such rights notwithstanding the continuing or former status of the vitiating party as an Insured

It is understood however that an Insured becoming aware of a Vitiating Act being committed by another Insured should use reasonable endeavors to remedy such act and if such remedy is not possible to advise Insurers as soon as possible

### **10.8 Waiver of subrogation:**

The Company agrees to waive its rights by subrogation against any subsidiary or associated organization owned or controlled by the Insured and any organization which

owns or controls the Insured, and such organizations as specified in this Policy before material loss. For the purpose of this provision, organization shall include any of its partners, officers or employees acting on behalf of the organization

#### **10.9 Accumulated Stocks**

In adjusting any loss, account shall be taken and an equitable allowance made, if any shortage in turnover due to damage is postponed by reason of the turnover being temporarily maintained from accumulated stocks of finished goods owned by the Insured

### **11 GENERAL CONDITIONS APPLICABLE TO ALL**

#### **11.1 CONTRIBUTION**

If at the time of any loss or damage happening to any property hereby insured, there be any other subsisting insurance or insurances covering the same property, the insurer shall not be liable to pay or contribute more than their rateable proportion of such loss or damage.

#### **11.2 DUE DILIGENCE**

The insured shall at all times act with due diligence to prevent, or minimize the extent of, any loss of or damage to the property and business interruption.7.4 MIS-DESCRIPTION

If there be any material mis-description of any of the property hereby insured or of the trade, process or manufacture carried out by the Insured or any misrepresentation as to any fact material for estimating the risk or any omission to state such fact, the Insurer shall not be liable under this Policy so far as it relates to property affected by any such mis- description, misrepresentation or omission.

#### **11.3 FRAUD**

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this policy shall be void and all claim hereunder shall be forfeited.

#### **11.4 ERRORS AND OMISSIONS**

If there is any inadvertent error and/or omission in the name of the Insured and/or in the title or description or value of the property Insured hereunder or in the information upon which this insurance or its renewal is based, this shall not void or impair this insurance provided the Insured shall advise the Insurer immediately upon discovery of any such discrepancy and pay any additional premium reasonably required by the Insurer in consequence of the revised information.

#### **11.5 ALTERATIONS**

If there is any alteration after the commencement of this insurance whereby the risk of loss or damage is increased the insurance shall cease to attach in respect of such loss or damage which is directly or indirectly attributable to such increase in risk, unless the insured, immediately upon becoming aware of such alteration, obtains the agreement of the insurer by endorsement upon the policy.

### **11.6 CLAIMS**

On the happening of any loss, destruction or damage, the Insured shall forthwith give written notice thereof to the Insurer in any case within 60 days by email / telex or facsimile / mail and shall deliver to the Insurer

- i. a claim in writing for the loss, destruction or damage containing as particular an account as may be reasonably practicable of all the several articles or items of Property damaged or destroyed, and of the amount of the destruction or damage thereto respectively, having regard to their value at the time of the loss, destruction or damage, not including profit of any kind, (other than in case of finished stocks and indemnifiable under Business Interruption Section of this policy) together with particulars of any consequential loss resulting therefrom;
  - ii. Particulars of all other insurances which are or could be applicable to loss, if any.
- The Insured shall at their own expense produce, procure and give to the Insurer all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin, cause and circumstances under which the destruction or damage occurred, and any matter affecting the liability or the amount of the liability of the Insurer as may be reasonably required by or on behalf of the Insurer together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claim under this policy shall be payable unless the terms of this condition have been complied with.

### **11.7 DEDUCTIBLES**

If the cover in respect of the property or any specified part of such property is indicated in the schedule as being subject to a Deductible, the Insured shall, in respect of each and every occurrence giving rise to a claim, first bear the full amount of such deductible stated in the schedule and the Insurer's liability, after making all other adjustments to the claim presented by the Insured, shall be reduced accordingly. Where Property Damage results in Business Interruption, the deductibles under Property Damage and Business Interruption shall apply separately.

### **11.8 HIGHEST SINGLE DEDUCTIBLE**

- a. No claim or series of claims under this policy arising out of the same event shall be subject to more than one deductible or time excess, as the case may be.
- b. In the event of any claim or series of claims falling under more than one sections of this policy, only the highest of deductibles or time excess applicable shall apply to the exclusion of all others.
- c. However, where property damage also results in business interruption the deductible applicable to property damage and business interruption shall apply separately.

### **11.9 INTERIM PAYMENTS**

Within 30 days of agreement to the loss adjuster's report, the Insurer will make interim payment of the claim amount as recommended by loss adjuster & agreed by the Insured as mentioned in On Account Payment Clause

### **11.10 NO CONTROL**

This Insurance shall not be affected by failure of the Insured to comply with the provisions of the policy in any portion of the property over which the Insured has no control.

#### **11.11 EXPIRATION**

If this policy should expire or be cancelled while an insured event 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.

#### **11.12 CANCELLATION**

This insurance may be terminated at any time at the request of the Insured with 7 days' notice and may

also be terminated at the option of the insurers on 90 days written notice to that effect being given to the Insured. In either case the premium due to the Insurer shall be calculated in ratable proportion to the time the policy has remained in force.

#### **11.13 ARBITRATION**

If any dispute or difference shall arise as to the quantum to be paid under this policy (Liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator, to be appointed in writing by the parties to the dispute or if they can't agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute / difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provision of the Arbitration and Conciliation Act, 1996 and amendments thereof .

It is clearly agreed and understood that no difference or dispute shall be referred to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this policy. It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that the award by such arbitrator / arbitrators of the amount of the loss or damage shall be first obtained.

The arbitration shall be held at Mumbai, India under the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force in India.

#### **11.14 APPLICABLE LAW**

This Insurance is issued subject to, and shall be governed by, the Laws of the Republic of INDIA.

#### **11.15 SUBROGATION**

The Insured shall, at the expense of the Insurer, do, and concur in doing and permit to be done, all such acts and things as may be necessary or reasonably required by the Insurers for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Insurers shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this policy,

whether such acts and things shall be or become necessary or required before or after his indemnification by the insurer.

#### **11.16 JURISDCITION**

This Agreement 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 Agreement but nothing herein contained shall be held to detract from the force of the Arbitration clause.

#### **11.17 BANKRUPTCY AND INSOLVENCY**

In the event of bankruptcy or insolvency of the Insured, the Insurers shall not be relieved thereby of the obligations regarding payment of claims under the policy including Business Interruption (FLOP & MLOP) claim.

#### **11.18 INSURED**

The unqualified word "Insured" wherever used herein, means jointly severally:

HURL and/or affiliated companies and/or subsidiary companies and/or holding companies and/or inter-related companies (hereinafter referred to as "HURL").

An affiliated company means, with respect to any party, any person which, directly or indirectly, is a Holding company or Subsidiary of such party or which directly or indirectly

- a) Owns or controls such party or
- b) Or is owned or Controlled by such party of
- c) Is under common ownership or Control with such party.

For the purposes of this agreement, holding company and Subsidiary company shall have the meaning

ascribed to them under Section 2 of Companies Act, 2013

a) 'Control' means, with respect to any company, the ability to Control the composition of a majority of the Board of Directors thereof and/or the power, contractually or statutorily or otherwise to direct the management and day-to-day operations and policies of such companies.

b) Joint ventures and/or partners of any of the companies set out in paragraph 1(a) above and/or various lenders from India and abroad of such companies for their respective interests as they may now or hereafter exist in respect of property owned, possessed, leased, hired, managed, operated or financed by them;

c) Any officer, director, partner or employee of the companies or entities referred to in paragraphs 1(a) or 1(c), while acting in his capacity as such in respect of property owned or possessed, leased, hired, managed or operated by any of the companies or entities referred to in paragraphs 1(a) and 1(c) above; d) Any person, entity, organization, trust, trustee, any Government, local and/or statutory authority, or estate to whom the companies or entitles referred to in paragraphs 1(a), 1(b) or 1(c) is or are obligated by virtue of a written contract or agreement to provide insurance such as is afforded by this Policy, but only to the extent of such obligation and in respect of operations by or on their behalf of the companies or entities referred to in paragraphs 1(a), 1.(b) or 1(c) or of facilities of the Insured or of facilities used by the Insured in respect of property owned, possessed, leased, hired, or operated by them. e) Contractors of the insured for their respective rights and interests.

### **11.19 ADDITIONAL INSURED**

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 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.

### **11.20 RIOTS STRIKE AND MALICIOUS DAMAGE**

This insurance is extended to indemnify the Insured for physical loss or damage to the subject matter insured caused by RIOT, STRIKE AND MALICIOUS DAMAGE but excluding civil war, revolution, rebellion or insurrection, arising there from.

### **11.21 COST OF REPAIRS**

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. The rate and charges applicable for utilization of 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. With respect to any property or improvements or additions to insured properties, coming at risk during the term of this insurance, Insurer's liability hereunder shall not exceed the cost to the Insured of said properties improvements and/or additions. Coverage hereunder shall include repair costs and / or replacement as deemed necessary to comply with any laws, regulations or other instructions by Government Bodies and / or regulatory authorities. It is further noted and agreed that in the event of physical loss or damage to the Property Insured hereunder the Insured, at their 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.

However, decision of HURL Technical department will prevail in deciding "same technological specifications".

### **11.22 ASSIGNMENT**

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

### **11.23 FURTHER DAMAGE TO STOCKS/PROPERTY**

This Policy shall cover further loss or damage to stocks/property incurred during the Indemnity Period as defined under Section 2 in consequence of loss or damage insured hereunder, subject to this Policy being in force.

### **11.24 LOSS PAYEE CLAUSE**

Loss payable to HURL or order as directed by HURL shall include such party as an insured interest exposure in the subject matter insured at the time of loss or damage.

**11.25 COINSURANCE CLAUSE**

1. It is hereby declared and agreed that insurers named hereunder severally agree and accept the following for the proportion set against its name:

1.1. In event of any claim being admissible by the insurer towards the liability, to pay or make good to the insured the value of the property at the time of the happening of its loss or destruction or the amount of such damage thereto as provided for under the policy and / or,

1.2. To indemnify the insured against liability at law or damage to any property or injuries to persons as provided for under the policy

2. Co -insurance Schedule:

Sr. No.	Insurance Company	Share (%)
	TOTAL	100%

3. **Conditions forming part of this clause** It is hereby agreed and understood that:

3.1. The Insured in exercise of his option has after having understood the implications, selected the above-named lead Insurer and the named Co-insurers vide sr. Nos. of the co- Insurance schedule as in point no. 2 of this clause under the policy.

3.2. The duties of insured would devolve upon the authorized intermediary licensed by IRDA (referred to as authorized representative here after) where the insured appoints such authorized intermediary to transact on his behalf with the insurer/s.

3.3. It shall be the responsibility of the insured or his authorized representative licensed by IRDA to decide on the panel of co-insurers and their respective shares of the risk herein as set out in co- insurance share under paragraph 2 above and communicate the same to all such participating co- insurers, prior to assumption of risk.

3.4. The lead Insurer shall finalize the terms and conditions applicable to the risk in the form of an underwriting slip with a unique code to be handed over to the Insured/Authorized intermediary.

3.5. It shall be the responsibility of the insured or his authorized representative to ensure that all insurers listed in the co-insurance schedule under paragraph 2 above, are fully aware of the terms and conditions of this policy and shall secure their unqualified acceptance of such terms and conditions prior to issuance of cover and inclusion of names of insurers in this co-insurance arrangement.

3.6. During the currency of the policy, if there are any material changes in risk or as changes in original terms and conditions such as variation in Sum Insured, changes in premium charged, extension of policy period, etc., the same shall be communicated by the insured or his authorized representative giving sufficient advance notice of 7 days to the leader as well as all other participating co-insurers listed in the co-insurance schedule under paragraph 2 above and procure confirmation thereon. The endorsement to this effect shall be executed by the lead insurer under advice to all other participating co- insurers.

3.7. The liability of the insurers shall in no case exceed in respect of each item of the sum expressed in the set schedule to be insured thereon or in the all, the total sum insured hereby or sums as may be substituted thereof by endorsement.

"In the event of any of the Coinsurers chosen by the Insured as per Paragraph 3.1 above and listed in coinsurance schedule, wishes to withdraw from participation in this Policy at any time during currency, may do so after giving notice of 14 days (from date of intimation of changes in risk by Insured/ Intermediary) only in the event of following contingencies:

1. Increase in Sum Insured beyond the agreed and accepted amount including escalation in Sum Insured, as recorded in the underwriting slip

2. Change in Terms and conditions of Cover as agreed and accepted in the Underwriting Slip. In the event of withdrawal as above by any Insurer from Coinsurance participation under the policy, the Insured shall arrange for an alternative Insurer to take care of the full share of risk vacated by the existing Insurer. In the event of Insured failing to do so, the Insured shall be considered as his own Insurer for such share of risk or part thereof which is not taken up by such alternative Co- Insurer."

3.8 In the event of a claim under this policy, the insured shall give notice of its occurrence to the Lead Insurer with a copy to all the insurers as listed in clause 2 above.

3.9 Upon receipt of such notification of claim, all claim related activities including appointment of surveyors, etc. shall be done by the lead insurer who shall decide the admissibility as well as quantum of the claim and the co-insurers shall abide by the same.

3.10 In the event of any claim being value of more than Rs. 5 crores, the lead insurer can immediately demand and the following co-insurer shall pay the cash call of their proportionate share of loss.

3.11 In all other cases, where the Lead Insurer pays 100% of the assessed loss, the following co- insurer/s shall remit their share of the loss to the Lead Insurers within a maximum period of 21 days from the date on which the Lead Insurer makes the demand. Lead Insurer's declaration that the Claim and the amount thereof was in accordance with terms and conditions of the Policy issued shall be considered sufficient by the co-insurers for the purpose of remitting their share of the loss to the Lead Insurer.

3.12 The co-insurers forming part of this agreement shall be entitled to demand and obtain from the Lead Insurer/Intermediaries copies of all policies, endorsements or other claim related documents relevant to this co-insurance clause.

Amendments to the above coinsurance clause are as per below:

1. Clause 3.6, 3.7 and 3.8 of co- insurance clause 2014 stands deleted, and
2. Any alterations and /or amendments and/or adjustments agreed upon the terms of leading insurer's agreement shall be automatically binding on the participating co-insurers hereon who agree to waive advice hereunder.

#### **11.26 No Control**

This Insurance shall not be affected by failure of the Insured to comply with the provisions of the policy in any portion of the property over which the Insured has no control.

#### **11.27 Interim Payment**

Within 15 days of agreement to the loss adjuster's report, the Insurer will make interim payment of the claim amount as approved by the Loss Adjuster.

#### **11.28 Primary & Non-Contributory**

It is expressly agreed that this policy provides primary Insurance Cover and shall not be contributory to any other policy that may exist whether the other policy also covers



the interest of the Insured or not. Subject otherwise to the terms & conditions of the policy

**11.29 Payments on account:**

If so, requested by the insured, the Insurers will make advance payments on account of any loss as agreed upon between the Insured, the Insurer and the Loss Adjusters it being understood and agreed that should the advance payments made on account of any loss exceed the actual loss as determined under the provisions of this policy, the named insured shall refund such excess of the advance payment to the Insurer

Please refer to the MOU for slabs etc.

**11.30 Mis-description**

If there be any material misdescription of any of the property hereby insured or of the trade, process or manufacture carried out by the Insured or any misrepresentation as to the material fact to be known for estimating the risk or any omission to state such fact, the Insurer shall not be liable under this Policy so far as it relates to property affected by any such misdescription, misrepresentation or omission

**11.31 Non-Vitiation Clause**

Notwithstanding anything to the contrary contained in this Policy, as the various parties Comprising the

Insured operate as separate and distinct entities, the rights of each of the parties in all respects shall (notwithstanding anything contained or implied herein to the contrary) be treated as though each of the parties had separate policies for their respective rights and interests and the rights and indemnities of any of the parties who are not guilty of any fraud, misrepresentation, non-disclosure or breach of condition or warranty shall not be prejudiced or affected by any fraud, misrepresentation, nondisclosure or breach of condition or warranty by any of the other parties comprising the Insured.

Nothing contained in this endorsement shall be deemed to increase the limit of liability stated in the Schedule.

**11.32 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.

## **General exclusions to all sections**

### WAR AND CIVIL WAR EXCLUSION

Notwithstanding anything to the contrary contained herein this policy does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

### ELECTRONIC DATA ENDORSEMENT B

#### 1. Electronic Data Exclusion

Notwithstanding any provision to the contrary within the policy or any endorsement thereto, it is understood and agreed as follows;

- a) This policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form usable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

- b) However, in the event that a peril listed below results from any of the matters described in paragraph

- c) above, this policy, subject to all its terms, conditions and exclusions will cover physical damage occurring during the policy period to property insured by this policy directly caused by such listed peril.

Listed perils

Fire

Explosion

## 2. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the policy or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this policy suffer physical loss or damage insured by this policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the 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, replaced or restored the basis of valuation shall be the cost of the blank media. However, this policy does not insure any amount pertaining to the value of such electronic data to the assured or any other party, even if such electronic data cannot be recreated, gathered or assembled.

## ELECTRONIC DATA RECOGNITION CLAUSE EDRC (B)

### **SECTION 1**

This insurance does not cover any loss, damage, cost, claim or expense, whether preventive, remedial or otherwise, directly or indirectly arising out of or relating to:

- a. The calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment, whether the property of the insured or not; or
- b. Any change, alteration or modification involving the date change to the year 2000 or any other date change, including leap year calculations, to any such computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

However, this section shall not apply in respect of physical damage occurring at the insured's premises arising out of perils of fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, hurricane, cyclone, riot, strike, civil commotion, vandalism, malicious mischief, earthquake, volcano, tsunami, freeze or weight of snow.

## **SECTION 2**

Notwithstanding section 1 above, this insurance does not cover any cost and expense, whether preventive, remedial or otherwise, arising out of or relating to change, alteration or modification of any computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not.

## **SECTION 3**

The date change to the year 2000, or any other date change, including leap year calculations, shall not in and of itself be regarded as an event for the purposes of this insurance.

15/12/97

NMA2801

## **TOXIC MOULD EXCLUSION CLAUSE**

Notwithstanding anything to the contrary contained in the Policy, Insurers will not pay for loss, damage, cost or expense caused directly or indirectly by, arising out of, resulting from, contributed to by, or related in any way to "mould". Loss, damage, cost or expense caused directly or indirectly by, arising out of, resulting from, contributed to by, or related in any way to "mould" is excluded regardless of any other cause or event that contributed concurrently, or in any sequence with, the loss, damage, cost or expense.

For the purpose of any exclusion, the following definition is added to this Policy:

“Mould” means by species of fungi including, but not limited, to, mould, yeast, mildew, spores, mould toxins, mycotoxins, mould metabolites, mould antigens, mould allergens, smut, wet or dry rot, mould- produced antibiotics, or dust or fumes containing any of the foregoing, individually, or in any combination therewith or with another substance.

## **INSTITUTE CYBER ATTACK EXCLUSION CLAUSE**

- 1.1 Subject only to clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
- 1.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

## **TOTAL ASBESTOS EXCLUSION CLAUSE**

It is hereby understood and agreed that this contract shall not apply to, and does not cover, any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to by, the hazardous nature of asbestos or any materials containing asbestos in whatever form or quantity.

## **RADIOACTIVE EXCLUSION**

Unless specifically agreed for an insured loss involving nuclear material under determined circumstances, this reinsurance does not cover loss, damage, cost or expense of whatsoever nature directly or indirectly caused, resulting from or in connection with nuclear energy or radioactivity of any kind including but not limited to any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

2. the radioactive, toxic, explosive or other hazardous or contamination properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
3. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
4. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

### **INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIOCHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE**

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

1. Ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
2. The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof 3 Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
3. The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
4. Any chemical, biological, bio-chemical, or electromagnetic weapon

### **POLLUTION / CONTAMINATION EXCLUSION CLAUSE**

This agreement excludes any loss arising from Pollution or contamination except (unless otherwise excluded) destruction of or damage to the property insured caused by

- Pollution or contamination which itself results from a peril insured against
- Any peril insured against which itself results from a pollution or contamination. This agreement also excludes any liability in connection with disposed or dumped waste materials or substances.

### **SANCTION, LIMITATION AND EXCLUSION CLAUSE**

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provisions of such cover, payment of such claim or provision of such claim or provision of such benefit would expose that 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.

## **NUCLEAR ENERGY RISKS EXCLUSION CLAUSE**

This agreement shall exclude Nuclear Energy Risks whether such risks are written directly and / or by way of reinsurance and/or via Pools and/or Associations.

For all purposes of this agreement Nuclear Energy Risks shall mean all first party and/or third-party insurances or reinsurances (other than Workers' Compensation and Employers' Liability) in respect of:

- I. All Property, on the site of a nuclear power station. Nuclear Reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station.
- II. All Property, on any site (including but not limited to the sites referred to in I above) used or having been used for:
  - (a) The generation of nuclear energy; or
  - (b) The Production, Use or Storage of Nuclear Material.
- III. Any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local Pool and/or Association.
- IV. The supply of goods and services to any of the sites, described in I to III above, unless such insurances or reinsurances shall exclude the perils of irradiation and contamination by Nuclear Material.

Except as undernoted, Nuclear Energy Risks shall not include:

- i. Any insurance or reinsurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of Property as described in I to III above (including contractors' plant and equipment);
- ii. Any Machinery Breakdown or other Engineering insurance or reinsurance not coming within the scope of (i) above.

Provided always that such insurance or reinsurance shall exclude the perils or irradiation and contamination by Nuclear Material.

However, the above exemption shall not extend to:

1. The provision of any insurance or reinsurance whatsoever in respect of: - (a) Nuclear Material;  
(b) Any Property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or - for reactor installations - as from

fuel loading or first criticality where so agreed with the relevant local Nuclear Insurance Pool and/or Association.

2. The provision of any insurance or reinsurance for the undernoted perils:
- Fire, lightning, explosion;
  - Earthquake;
  - Aircraft and other aerial devices or articles dropped therefrom;
  - Irradiation and radioactive contamination;
  - Any other peril insured by the relevant local Nuclear Insurance Pool and / or Association;

In respect of any other Property not specified in 1 above which directly involves the Production, Use or Storage of Nuclear Material as from the introduction of Nuclear Material into such Property.

#### Definitions

"Nuclear Material" means:

i. Nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a Nuclear Reactor, either alone or in combination with some other material; and

ii. Radioactive Products or Waste.

"Radioactive Products or Waste" means any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilization of nuclear fuel, but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.

"Nuclear Installation" means:

- i. Any Nuclear Reactor;
- ii. Any factory using nuclear fuel for the production of Nuclear Material, or any factory for the processing of Nuclear Material, including any factory for the reprocessing of irradiated nuclear fuel; and
- iii. Any facility where Nuclear Material is stored, other than storage incidental to the carriage of such material.

"Nuclear Reactor" means any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.



"Production, Use or Storage of Nuclear Material" means the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of Nuclear Material.

"Property" shall mean all land, buildings, structures, plant, equipment, vehicles, contents (including but not limited to liquids and gases) and all materials of whatever description whether fixed or not.

"High Radioactivity Zone or Area" means:

- i. For nuclear power stations and Nuclear Reactors, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store; and
- ii. For non-reactor Nuclear Installations, any area where the level of radioactivity requires the provision of a biological field.

#### **TERRORISM DAMAGE EXCLUSION CLAUSE**

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

For the purpose of this warranty 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 governments(s) committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

The warranty also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or to in any way relating to action taken in respect of an act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the Assured."

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## COMMUNICABLE DISEASES EXCLUSION

- i. 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):
  - a) 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
  - b) a pandemic or epidemic, as declared by the World Health Organization or any governmental authority.
- ii. 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:
  - a) the disease includes, but is not limited to, an illness, sickness, condition or an interruption or disorder of body functions, systems or organs, and
  - b) 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
  - c) 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
  - d) the disease, substance or agent is such:
    - I. that causes or threatens damage or can cause or threaten damage to human health or human welfare, or
    - II. 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.

For avoidance of doubt, Communicable Disease includes but is not limited to Coronavirus Disease 2019 (Covid -19) and any variation or mutation thereof.

- iii. 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:
  - a) 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
  - b) change in consumer behaviour, or
  - c) an absence of infected employees or employees suspected of being infected shall not be covered by this Insurance Contract.
- iv. 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.
- v. 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); (2) no change in the law, clause or similar provision; (3) no follow the fortunes clause or similar provision; 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 Clause.
- vi. If the insurer alleges that by reason of this Clause any amount is not covered by this Insurance Contract, the burden of proving the contrary shall rest in the insured.

**Annexure 2 to Section V**

**Claim Details**

**Mega Policy**

<b>Sr . No</b>	<b>Date of Loss</b>	<b>Loss Details</b>	<b>Loss Type</b>	<b>Location of Loss</b>	<b>Claims Amount (Settled/Estimated/Recommended by Surveyor)</b>	<b>Status</b>
1	30-Nov-22	103J Compressor breakdown	MBD	Gorakhpur	176,226,044	Assessment Received by Surveyor
2	17-Oct-22	Main Oil pump drive of Turbine GT101A	MBD	Gorakhpur	4,528,517	Settled
3	28-Jun-23	Failure of Vessel No. S10E5002 Boiler Feed Water Heater	MBD	Sindri	37,439,058	Settled
			MLOP	Sindri	350,000,000	In Progress
4	25-Jul-23	Leakage in the pipeline that is routed with equipment E2009 outlet to shift converter	MBD	Barauni	160,654,409	Settled
5	2-Aug-23	Due to high vibrations pump P1001A got tripped and suffered damages to the	MBD	Barauni	76,200,000	In Progress

		pump, the gear box and the motor.				
6	16-Jan-24	A leak was reported in B10-E-5002 on January 16, 2024. Steam and N2 hoses have been provided around the leaky location to dilute the leakage and make the environment inerts.	MBD	Barauni	90,000,000	In Progress
			MLO P	Barauni	337,769,159	In Progress
7	18-May-24	Breakdown of the primary reformer tube at the ammonia plant	MBD	Barauni	280,800,000	In Progress
8	27-Jul-24	Waste heat boiler B10-E-2010 Tube Failure	MBD	Barauni	260,000,000	In Progress
			MLO P	Barauni	350,000,000	In Progress
9	20-Sep-24	Synthesis Gas Compressor was tripped due to disturbance in Grid Power supply	MBD	Gorakhpur	265,000,000	In Progress
10	23-Dec-24	Leakage in Urea Reactor B20-R-1001.	MBD	Barauni	200,000,000	In Progress
11	2-Jan-25	Sudden failure of Urea Reactor liner.	MBD	Sindri	227,000,000	In Progress

### Commercial General Liability

Claim: Accident at Gorakhpur site. Claimed amount of medical aid towards his expenditure during the treatment till date.

Cause of Loss: Burn injuries due to electrocution while crossing beneath the low-height overhead lines of M/s PuVVNL, Gorakhpur

Claimed amount: The supporting invoices are of INR 9,54,000/- whereas the requested amount is INR 26,50,000/- on the assumption of entire expenses in future.

# **HINDUSTAN URVARAK & RASAYAN LIMITED**

(A JOINT VENTURE OF CIL, NTPC, IOCL, FCIL & HFCL)



## **SECTION – VI**

### ***FORMS AND PROCEDURES***

***(NIT)***

## INDEX

Annexure	Description
1	Techno-Commercial Proposal Bid Form
2	Format for Electronics Payment
3	Tender Acceptance Letter & Letter of authorization to submit bid
4	No deviation Certificate
5	Certificate from CEO/MD/ Legally Authorised Signatory
6	Acceptance to Fraud Prevention Policy of HURL
7	Certificate for Declaration of Insolvency
8	Undertaking / Declaration Of 100 % Capacity for Comprehensive Insurance Policy
9	Undertaking / Declaration Of 100 % Capacity for Standalone Terrorism Policy
10	Support Letter for Comprehensive All Risk Insurance Cover of HURL From Lead Re-Insurer
11	Support Letter for Standalone Terrorism Risk Insurance Cover of HURL From Lead Re-Insurer
12	Undertaking Format on The Letter Head of The Insurance Company

**TECHNO-COMMERCIAL PROPOSAL BID FORM**

**(To be Submitted on the Letter Head of Bidder)**

**NIT Ref. No.: HURL/HQ/CS565, Dated: 04.04.2025**

Bidder's Name & Address:

Person to be contacted:

Designation :

Tel. No(s) :

Mobile No. :

Fax No(s) :

E-mail address :

To,

General Manager (C&M) / Manager (C&M)

Hindustan Urvarak & Rasayan Limited,

(A JV of CIL, NTPC, IOCL, FCIL & HFCL)

Core-3, 9<sup>th</sup> Floor, SCOPE Minar

Laxmi Nagar, District Centre,

New Delhi, PIN – 110092

Dear Sir,

- 1.0 Having examined the Bidding Documents bearing No. HURL/HQ/CS565, Dated: 04.04.2025 including its subsequent amendments and clarifications, if any, issued by Owner, the receipt of which is hereby acknowledged, we the undersigned, offer to complete the work under the above-named Package in full conformity with the said Bidding Documents and hereby furnish our Techno-Commercial Proposal.
- 2.0 We have understood the instructions and the terms & conditions mentioned in the Bidding Documents furnished by you and have thoroughly examined the specifications laid down by you in the Bidding Documents and are fully aware of the nature of consultancy services required.

**Attachments to the Bid form (Techno-Commercial Bid):**

In line with the requirement of the Bidding Documents we enclose herewith the following Attachments to the Bid Form (Techno-commercial) Bid:

Sr. No	Description
1	Power of Attorney as per requirement mentioned in NIT.
2	Signed, Stamped and Scanned copy of proof for payment of Earnest Money Deposit (EMD) / MSE Certificate for exemption.



3	Signed, Stamped and Scanned copy of Certificates like Registration certificate, GST No, PAN No, etc.
4	Signed, Stamped and Scanned copy of Format for Electronics Payment (Enclosed as Annexure-2 to Forms and Procedures i.e., Section VI)
5	Signed Copy of Entire Tender with all corrigendum, if any
6	Signed, Stamped and Scanned copy of Tender Acceptance Letter (Enclosed as Annexure-3 to Forms and Procedures i.e., Section VI)
7	Signed, Stamped and Scanned copy of No deviation Certificate (Enclosed as Annexure-4 to Forms and Procedures i.e., Section VI)
8	Signed, Stamped and Scanned copy of Certificate from CEO/MD/ Legally Authorised Signatory, in the format as enclosed as Annexure-5 to Forms and Procedures i.e., Section VI) to Bidding Document shall be furnished certifying that the data and documents furnished by them in respect of Techno-Commercial Evaluation are true and correct including the contents thereof. However, if at any point of time the declarations given in bid are found to be incorrect, HURL shall have the full right to terminate the contract and take any action as per provisions of contract including forfeiture of EMD/Security Deposit.
9	Acceptance to Fraud Prevention Policy of HURL, for which the bidder has to submit Signed, Stamped and Scanned copy of Form of Acceptance of Fraud Prevention Policy of HURL. (Enclosed as Annexure-6 to Forms and Procedures i.e., Section VI).
10	CA Certified copy of Turnover for the year 2023-24.
11	Signed and stamped copy of non-disclosure agreement in their own format.
12	Documents required in support of RE-insurance arrangement as per clause 14 of SCC

### 3.0 **COMPLIANCE TO THE PROVISIONS OF THE BIDDING DOCUMENTS**

3.1 We have read all the provisions of the Bidding Documents and confirm that notwithstanding anything stated elsewhere in our bid to the contrary, the provisions of the Bidding Documents, are acceptable to us and we further confirm that we have not taken any deviation to the provisions of the Bidding Documents anywhere in our bid.

We have furnished our compliance to the provisions of the Bidding Documents and its subsequent Amendment(s)/Clarification(s)/Addenda/Errata by furnishing "NO DEVIATION CERTIFICATE".

We hereby confirm that any deviation, variation or additional condition etc. or any mention, contrary to the provisions of Bidding Documents and its subsequent Amendment(s)/Clarification(s)/Addenda/Errata (if any) found anywhere in our bid proposal, implicit or explicit shall stand unconditionally withdrawn, without any cost implication whatsoever to the Owner, failing which our bid security shall be forfeited.

- 3.2 We further declare that additional conditions, variations, deviations, if any, found in the bid, shall not be given effect to.
- 4.0 We undertake, if our bid is accepted, to commence the work immediately upon your Notification of Award to us.
- 5.0 We agree to abide by this bid for a **period 60 days** from the date of opening of Techno-Commercial bids as stipulated in the Bidding Documents and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
- 6.0 Until a formal Contract Agreement is prepared and executed between us, the bids, together with your written acceptance thereof in the form of your Notification of Award shall constitute a binding contract between us.
- 7.0 We understand that you are not bound to accept our bid or any other bid you may receive.
- 8.0 We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the Contract to be entered into, if the award is made on us, that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal, is in all respects for and in good faith, without collusion or fraud.
- 9.0 We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
- 10.0 We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Thanking you,

Date:

Place:

Yours faithfully,

(authorised signatory Name).

(Designation)

Company Seal

**Format For Electronics Payment****NIT Ref. No.: HURL/HQ/CS565, Dated: 04.04.2025**

Bidders are required to submit the following details on the company's letter head for online transfer of amount to their account:

1.	Contractor Name / Company Name	
	Address:	
	Phone No.	
	E-mail ID	
2. a	Name of the Bank	
b.	Address of the Branch	
c.	Telephone No.	
d.	9 Digit Code number of the Bank and Branch appearing on the MICR Cheque issued by the Bank	
e.	11 Digit NEFT/IFSC Code of the Bank Branch	
f.	Account Type (SB/CC/CA)	
g.	Bank Account No. (as appearing on the Cheque)	
h.	Permanent Account Number (PAN) Under Income Tax Act.	
l	GST Registration Number	
j.	Name of Authorized Signatory	
k.	Contact Person Name	

We hereby declare that the particulars given above are correct and complete.

Authorized signatory of the bidder

Name:

Designation:

Date:

**Note: Copy of cancelled cheque to be enclosed.**

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

**NIT Ref. No.: HURL/HQ/CS565, Dated: 04.04.2025**

**Sub: Acceptance of Terms & Conditions of Tender.**

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: <https://eprocure.gov.in/eprocure/app> as per your advertisement, given in the above-mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. 01 to 138 (including all documents like annexure(s), schedule(s) etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,  
(Signature)

Date:  
Place:

Name & Designation .....  
Name of the Company .....  
(Seal of Company) .....

**DECLARATION FOR “NO DEVIATION”**

**(To be submitted on the Letter Head of the Bidder duly signed by Authorised Signatory)**

1. With reference to HURL’s **NIT No.: HURL/HQ/CS565, Dated: 04.04.2025** For “*MEGA ALL RISK INSURANCE POLICY FOR GORAKHPUR UNIT, BARAUNI UNIT & SINDRI UNIT AND OTHER MISC. POLICIES FOR HINDUSTAN URVARAK & RASAYAN LIMITED*” we hereby confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in conjunction with Amendments(s) / Clarification(s) / Addenda / Errata (if any) issued by the Owner prior to opening of Techno – Commercial Bids and the same has been taken into consideration while making our Techno – Commercial Bid & Financial Bid and we declare that we have not taken any deviation / exceptions in this regard.
2. We further confirm that any deviation variation or additional conditions etc. or any mention, contrary to the Bidding Documents and its Amendments(s) / Clarification(s) / Addenda / Errata (if any) as mentioned at 1.0 above found anywhere in our Techno – Commercial Bid and / or Financial Bid, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Owner, failing which the Bid Security shall be forfeited.

Yours faithfully,  
(Signature)

Date: Name & Designation.....

Place: Name of the Company.....

(Seal of Company) .....

**PROFORMA OF CERTIFICATE  
(TO BE SUBMITTED BY CEO/MD/ LEGALLY AUTHORISED SIGNATORY OF THE BIDDING  
COMPANY ON COMPANY'S LETTER HEAD IN ORIGINAL)**

**NIT Ref. No.: HURL/HQ/CS565, Dated: 04.04.2025**

To  
General Manager (C&M) / Manager (C&M)  
Hindustan Urvarak & Rasayan Limited,  
(A JV of CIL, NTPC, IOCL, FCIL & HFCL)  
Core-3, 9<sup>th</sup> Floor, SCOPE Minar  
Laxmi Nagar, District Centre,  
New Delhi, PIN – 110092

Sub:

Bidding Doc. No.

Dear Sir,

I, Mr. .... (CEO of the company / MD of the company /  
Authorized Signatory), hereby certify that the data and documents furnished by M/s.  
..... in respect of Techno-Commercial Evaluation are true and correct  
including the contents thereof.

I further, confirm that if at any point of time the declarations given in bid are found to be  
incorrect, HURL shall have the full right to terminate the contract and take any action as per  
provisions of contract including forfeiture of EMD/Security Deposit.

Yours faithfully,  
(Signature)

Date Name & Designation.....  
Place Name of the Company.....  
(Seal of Company) .....

**FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY OF HURL**

(To be submitted on the Letter Head of the Bidder duly signed by Authorized Signatory)

**NIT Ref. No.: HURL/HQ/CS565, Dated: 04.04.2025**

To,  
General Manager (C&M) / Manager (C&M)  
Hindustan Urvarak & Rasayan Limited,  
(A JV of CIL, NTPC, IOCL, FCIL & HFCL)  
Core-3, 9th Floor, SCOPE Minar  
Laxmi Nagar, District Centre,  
New Delhi, PIN – 110092

Sub: Form of Acceptance of Fraud Prevention Policy of HURL.

We have read the contents of the Fraud Prevention Policy of HURL displayed on its website <http://www.hurl.net.in> and undertake that we shall strictly abide by the provisions of the said Fraud Prevention Policy of HURL.

-----  
Date : (Signature of Authorized Signatory) .....

Place : (Printed Name) .....

(Designation).....

(Company Seal) .....

**CERTIFICATE FOR DECLARATION FOR INSOLVENCY**  
**(To be submitted on the Letter Head of the Bidder duly signed by Authorised Signatory)**

**NIT Ref. No.: HURL/HQ/CS565, Dated: 04.04.2025**

To,  
General Manager (C&M) / Manager (C&M)  
Hindustan Urvarak & Rasayan Limited,  
(A JV of CIL, NTPC, IOCL, FCIL & HFCL)  
Core-3, 9<sup>th</sup> Floor, SCOPE Minar  
Laxmi Nagar, District Centre,  
New Delhi, PIN – 110092

Sub: Declaration for Insolvency

Dear Sir,

We hereby certify that our company is not under any liquidation court receivership or similar proceedings on the due date of submission of bid. It is our sole responsibility to inform HURL in case we will be under any liquidation, court receivership or similar proceedings on the due date of submission of bid and during finalization of the tender. Concealment of the facts shall tantamount to Misrepresentation of facts and shall lead to action against us as deemed fit by HURL.

Date : (Signature of Authorized Signatory) .....

Place : (Printed Name) .....

(Designation).....

(Company Seal) .....



**UNDERTAKING / DECLARATION OF 100 % CAPACITY FOR COMPREHENSIVE  
INSURANCE POLICY**

**(To be submitted on the Letter Head of the Bidder duly signed by Authorised  
Signatory)**

**NIT Ref. No.: HURL/HQ/CS565, Dated: 04.04.2025**

To,  
General Manager (C&M) / Manager (C&M)  
Hindustan Urvarak & Rasayan Limited,  
(A JV of CIL, NTPC, IOCL, FCIL & HFCL)  
Core-3, 9<sup>th</sup> Floor, SCOPE Minar  
Laxmi Nagar, District Centre,  
New Delhi, PIN – 110092

Sub: Insurance Cover for HURL

Dear Sir,

With reference to your E-tender No. \_\_\_\_\_ inviting quotation for Comprehensive Insurance Cover for HURL, we hereby confirm that our bid is inclusive of 100% capacity of the Risk as per the insurance/reinsurance arrangement as follows:

- 1) Self -Retention of the bidder - ..... %
- 2) Reinsurance Capacity - .....%
- 3) Total – 100%

Date : (Signature of Authorized Signatory) .....

Place : (Printed Name) .....

(Designation).....

(Company Seal) .....

**UNDERTAKING / DECLARATION OF 100 % CAPACITY FOR STANDALONE  
TERRORISM POLICY**

**(To be submitted on the Letter Head of the Bidder duly signed by Authorised  
Signatory)**

**NIT Ref. No.: HURL/HQ/CS565, Dated: 04.04.2025**

To  
General Manager (C&M) / Manager (C&M)  
Hindustan Urvarak & Rasayan Limited,  
(A JV of CIL, NTPC, IOCL, FCIL & HFCL)  
Core-3, 9<sup>th</sup> Floor, SCOPE Minar  
Laxmi Nagar, District Centre,  
New Delhi, PIN – 110092

Sub: Insurance Cover for HURL

Dear Sir,

With reference to your E-tender No. \_\_\_\_\_ inviting quotation for Insurance Cover for Standalone Terrorism Policy of HURL, we hereby confirm that our bid is inclusive of 100% capacity of the Risk as per the insurance/reinsurance arrangement as follows:

- 1) Self -Retention of the bidder - ..... %
- 2) Reinsurance Capacity - .....%
- 3) Total – 100%

Date : (Signature of Authorized Signatory) .....

Place : (Printed Name) .....

(Designation).....

(Company Seal) .....

**SUPPORT LETTER FOR COMPREHENSIVE ALL RISK INSURANCE COVER OF HURL FROM LEAD RE-INSURER**

**(ON LETTER HEAD OF THE LEAD RE-INSURER)**

**NIT Ref. No.: HURL/HQ/CS565, Dated: 04.04.2025**

**SUB: SUPPORT LETTER FOR COMPREHENSIVE ALL RISK INSURANCE COVER OF HURL.**

We hereby confirm that we, M/s ..... (Name of the Reinsurer) is rated as ..... (rating) by AM Best or S&P as on date.

We also confirm that we have provided a re-insurance support for the captioned policy on the same terms & conditions as forming part of the Tender No. XXXXXXXX with lead capacity of .....%.

We will provide re-insurance support to M/s. .... (Name of the Bidder) against the aforesaid tender of HURL as Lead Reinsurers in case they are awarded the insurance policy.

Signature:

Seal:

Date:

**SUPPORT LETTER FOR STANDALONE TERRORISM RISK INSURANCE COVER OF HURL FROM  
LEAD RE-INSURER**

**(ON LETTER HEAD OF THE LEAD RE-INSURER)**

**NIT Ref. No.: HURL/HQ/CS565, Dated: 04.04.2025**

**SUB: SUPPORT LETTER FOR STANDALONE TERRORISM RISK INSURANCE COVER OF HURL.**

We hereby confirm that we, M/s ..... (Name of the Reinsurer) is rated as .....  
(rating) by AM Best or S&P as on date.

We also confirm that we have provided a re-insurance support for the captioned policy on  
the same terms & conditions as forming part of the Tender No. XXXXXXXX with lead capacity  
of .....%.

We will provide re-insurance support to M/s..... (Name of the Bidder)  
against the aforesaid tender of HURL as Lead Reinsurers in case they are awarded the  
insurance policy.

Signature:

Seal:

Date:

**UNDERTAKING FORMAT ON THE LETTER HEAD OF THE INSURANCE  
COMPANY**

**(To be submitted on the Letter Head of the Bidder duly signed by Authorised  
Signatory)**

**NIT Ref. No.: HURL/HQ/CS565, Dated: 04.04.2025**

To  
General Manager (C&M) / Manager (C&M)  
Hindustan Urvarak & Rasayan Limited,  
(A JV of CIL, NTPC, IOCL, FCIL & HFCL)  
Core-3, 9<sup>th</sup> Floor, SCOPE Minar  
Laxmi Nagar, District Centre,  
New Delhi, PIN – 110092

Sub: Insurance Cover for HURL

Dear Sir,

With reference to your E-tender No. \_\_\_\_\_ inviting bids for Insurance  
Cover for HURL, we hereby confirm that we don't require Facultative Re-Insurance (RI)  
for the aforesaid tender.

Date : (Signature of Authorized Signatory) .....

Place : (Printed Name) .....

(Designation).....

(Company Seal) .....