KOLKATA PORT TRUST
HALDIA DOCK COMPLEX
HDC/FD-79/T/2017-18/02

Office of the Finance Division, Jawahar Tower Building, 4th Floor, P.O.: - Haldia Township, Dist. : East Medinipur.
E-mail : bsarkar.hdc@nic.in, Fax No. 03224-264944.

To

M/s. ----------

_____

Dear Sirs,

Subject: Tender for Insurance of Major Assets of Haldia Dock Complex (HDC).

Sealed offers are invited on behalf of Haldia Dock Complex, Kolkata Port Trust in single Part basis for the subject work at Haldia from four (04) No. PSU Insurance Companies in accordance with attached Terms and conditions of Tender and detailed Bill of Quantities.

Last date and time of issue of Tender paper	**:**	Up to 12:00 hours of 05-03-2018
Date & time of Pre-Bid Meeting	**:**	Nil
Inspection of Assets	**:**	Nil
Last date and time of submission of Tender	**:**	Up to 11:00 hours on 06-03-2018
Date and time for opening of Bid	**:**	At 11:30 hours on 06-03-2018
Cost of Tender Document	**:**	Nil
Bid Document (non-transferable) to be submitted at the Address	**:**	Office of the General Manager (Finance)I/C, Finance Division, Jawahar Tower Building, 4th Floor, P.O. Haldia Township, Dist. East Midnapore-721607.
1.0 EARNEST MONEY	**:**	**Nil**

2.0 OPENING OF BIDS :

2.1 KoPT reserves the right to reject any or all bids and also to accept any tender in part or, full without assigning any reason thereof.

2.2 Bids received after the stipulated date and time due to any reason whatsoever will not be considered. KoPT. will not be responsible for the loss of the Bid Document or, for the delay in postal transit.

2.3 In case there is an unscheduled Holiday / Bundh / Strike on the prescribed last date of submission and opening of Bid, the next working day will be treated as the scheduled prescribed day for the same. In this regard, decision of the undersigned will be final.

Thanking you,

Yours faithfully,

General Manager (Finance)I/C
Haldia Dock Complex

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FORM - A

DECLARATION OF TENDERER FOR DOWNLOADING THE TENDER DOCUMENT

General Manager (Finance)I/C,
Haldia Dock Complex

Tender No.	HDC/FD-79/T/2017-18/02
Name of work/Item Description:	Tender for Insurance of Major Assets of Haldia Dock Complex (HDC).

Name of the Company:

Address:

Contact Person Name:

Phone:

Fax:

E-Mail Address:

Do you confirm that the hard copy of tender being submitted is identical to the one downloaded from our web site? In case the same is found altered / modified in any way, your offer shall be rejected forthwith and you may be barred from participating in future tender. Yes / No

Strike out the portion whichever is not applicable

Date: _____

Signature of the Bidder with Office Seal

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TERMS AND CONDITIONS OF TENDER

1.0 SCOPE OF WORK :

Tender for Insurance of Major Assets of Haldia Dock Complex (HDC) is invited from 04 No. PSU Insurance Companies viz. M/s. National Insurance Co. Ltd., M/s. The Oriental Insurance Co. Ltd., M/s. The New India Assurance Co. Ltd. and M/s. United India Insurance Co. Ltd

Insurance Coverage:-

Fire Policy	: Fire, lightning and natural calamities like storm, cyclone, tempest, flood, earthquake and other disturbances like riot, strike, malicious damage and terrorism.
HULL / Marine Policy	: Total loss, constructive total loss and salvage charges. Policy to cover Liability arising out of collision with other vessels/marine structures/ terrorism.

2.0 GENERAL :

2.1. The Terms and Conditions of Tender shall be read in conjunction with the Specifications, Bill of Quantities, **Annexure-I** & **Annexure-II** and other documents forming part of this Contract wherever the Contract so requires.

2.2 The several documents forming the Contract shall be taken, as mutually explanatory to one another and in case of any discrepancies; the Bill of Quantities shall prevail over the Specifications. In case of any dispute, question or difference either during the execution of the Contract or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the General Manager (Fin.)I/C, Haldia Dock Complex, thereon shall be final and binding upon all parties.

2.3 If the bidders find discrepancies or omission or have any doubt as to the meaning or intent of any part thereof, they shall write to General Manager (Finance)I/C who will send a written explanation to all bidders.

2.4 The Contract will include the Client's Bid Documents and the Bidder's Offer as finally accepted by the Client, together with Addenda, if there be any.

2.5 The Trustees are not bound to accept the lowest or any Tender and reserve the right to accept a tender in full or in part and / or reject a tender in full or in part without assigning any reason thereof.

2.6 The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Calcutta.

2.7 Trustees mean Board of Trustees, KoPT under Major Port Trust Act (MPT) governed under Ministry of Shipping (MOS).

3.0 INSTRUCTIONS FOR FILLING UP OF BIDS :

3.1 The bid can only be submitted in the name of the bidder in whose name the Bid Documents were issued. The Bid Document issued to the bidder is not transferable.

3.2 Intending bidders must take into account any cost or expense incurred by them in connection with the preparation and delivery of their bids or for any other expenses incurred in connection with such bidding.

3.3 Bidders are advised to visit the sites of Haldia Dock Complex prior to submission of their bid. Bidder shall get himself thoroughly familiarized with the site conditions. He may contact the General Manager I/C of Finance Division or his authorized representative at his office at Jawahar Tower in this regard. Non compliance of the same will in no way relieve the successful bidder of any of his obligations in performing the work in accordance with this Bid Document within the quoted price.

3.4 The Bid Document shall be completed in all respects, free from ambiguity and shall be submitted together with requisite information and appendices. They shall be signed and sealed by the bidder on each page as a token of acceptance of terms & conditions of tender.

4.0 VALIDITY :

The tender shall remain open for acceptance for a period of 01 (one) month from the date of opening of the same.

5.0 NON-RESPONSIVE BIDDER :

5.1 An offer shall be considered non-responsive for the following reasons :

5.1.1 Received after the date and time specified in the tender document.

5.1.2 Validity of one (01) month from the date of opening of Bid not agreed.

5.1.3 Bid documents not signed, sealed and submitted in the manner indicated in the bid documents.

5.1.4 Not in accordance with / deviation from the tender documents.

5.2 In addition to above, a bidder may be disqualified if :-
The bidder provides misleading or false information in the statements and documents submitted.

6.0 PRICES :

6.1 The bidder shall quote his offer as per the Bill of Quantities.
The Bidder shall state clearly in bold letters the percentage of various Taxes and surcharge that will be charged extra over his quoted rates, if the same are not included in his quoted rates. The break-up should be stated in the Techno-commercial offer.

6.2 Orders may be placed in parts. Each bidder shall keep in mind while quoting his rate against any item that, in the event of part order being placed, his quoted rate against the ordered item, shall form the basis of the subject order. Price(s) to be quoted should remain firm till the entire contract period.

6.3 The Price(s) shall be faultless in figures and free from erasing, overwriting correction if any must be initialed by the Bidder.

6.4 Bidder shall set their quotations in firm figures and without qualification. Each figure stated should be repeated in words also. In the event of a discrepancy, the following shall be adopted for arriving at the final figures :

6.4.1 When there is a difference between the rate in figures and in words, the rate which complies with the amount worked out by the bidder for the item shall be taken as correct.

6.4.2 When the amount of an item is not worked out by the bidder or it does not correspond with the rates written either in figures or in words then the rate quoted by the bidder in words shall be taken as correct and the value of the item shall be worked out accordingly.

6.4.3 When the rate quoted by the bidder in figures and in words matches but the amount is not worked out correctly, the rate quoted by the bidder shall be taken as correct and the amount shall be corrected accordingly. Bids containing qualifying expressions are liable to be rejected. Corrections, if any, must be initialed by the bidder.

7.0 EVALUATION CRITERIA :

Fire Policy: Lowest composite rate of Insurance Premium.
Hull / Marine Policy: Evaluation will be made on the lowest rate quoted against individual Flotilla.
It is not obligatory on the part of the Trustees to accept the Lowest Tender. They reserve the right to accept a Tender in full or in part and / or reject a Tender without assigning any reason thereof.

8.0 PAYMENT :

Payment will be made on the basis of actual premium quoted in the price bid along with applicable GST to be paid extra. Payment will be made to Party's Bank Account through **ECS** within 10 (ten) days of receipt of satisfactory acceptance.

PSU Insurance companies should give their Bank Account Number and Name and address of Bank in their bills to avail E C S payment.

9.0 JURISDICTION OF COURT :

The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of

High Court at Calcutta.

10. **SPECIAL TERMS & CONDITIONS :**

10.1 GOVERINING CONDITIONS OF FIRE AND SPECIAL PERILS POLICY :ANNEXURE-I

10.2 STANDARD HULL / MARINE POLICY (FLOTILLA) : ANNEXURE-II

11. **SETTLEMENT OF CLAIM** :
Claim will have to be settled within 30 (thirty) days from the date of lodgment of claim along with all relevant documents.

12. **DETAILS OF THE ASSETS TO BE INSURED :**

12. 1 Assets to be covered by Fire Policy :

Assets type:	Amt (Rs.) WDV	
1. Plant & Machinery including RMQC, RTYGCs		
HEAVY PLANT & MACHINERY, TOOLS ETC.	-	
A) WAGON TIPPLER:	15992068	
Total Rs.	**15,992,068**	
B) SHIP LOADERS:	24484194	
Total Rs.	**24,484,194**	
CONVERTING MACHINERY CABLE DISTRIBUTION ETC:		
A) CARGO HANDLING AT TRANSIT SHEDS &GODOWNS	59100037	
Total Rs.	**59,100,037**	
HYDRAULIC CRANES AND LIFTS :	-	
A) TWO NOS. RAIL MOUNTED QUAY CRANES (RMQCs):	175262670	
Total Rs.	**175,262,670**	
B) FOUR NOS. RUBBER TYRED YARD GANTRY CRANES (RTYGCs):	107609305	
Total Rs.	**107,609,305**	
I. Grand Total Rs.	**382,448,274**	
II. NEW STACKER-CUM-RECLAIMER :		
NEW STACKER-CUM-RECLAIMER	**119244185**	
II. Grand Total Rs.	**119,244,185**	
III. RAILWAY LOCOMOTIVES.	-	
LOCOMOTIVE - D.L.W - 1,2 & 3	**166585428**	
III. Grand Total Rs.	**166,585,428**	
IV. PORT ESTATE BUILDINGS:	-	
PORT ESTATE BUILDINGS / GENERAL ADMINISTRATION. [JAWAHAR TOWER]	29728708	
Total Rs.	**29,728,708**	
COVERED STORAGE SHED BEHIND BERTH NO.13:	53886286	
Total Rs.	**53,886,286**	

LOCK (CIVIL WORKS):	116110316	
Total Rs.	**116,110,316**	
IV. Grand Total Rs.	**199,725,310**	
Group total (I+II+III+IV) Rs.	**868,003,197**	
12.2 : Assets to be covered by HULL / Marine Policy		
V. FLOTILLA (Tugs, Grab Dredger):		
i) GRAB DREDGER BAGHAJATIN	27359476	
Total Rs.	**27,359,476**	
ii) TUG RANI SHIROMONI	21682121	
Total Rs.	**21,682,121**	
iii) TUG TAMRALIPTA	21292563	
Total Rs.	**21,292,563**	
V. Grand Total Rs.	**70,334,160**	

Date: _____ Signature of the Bidder with Office Seal

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Tender for Insurance of Major Assets of Haldia Dock Complex (HDC).

BILL OF QUANTITIES (PRICE BID)

Policy type	Amt (Rs.) WDV	Premium Amt. (Rs.)
1. Fire Policy :		
(covering fire, lightning and natural calamities like storm, cyclone, tempest, flood, earthquake and other disturbances like riot, strike, malicious damage) and terrorism.		
Plant & Machinery including RMQC, RTYGCs, New Stacker-Cum-Reclaimer (Expected to be commissioned soon), Railway Locomotives & Port Estate Buildings (Assets details as per clause 12.1).	**868,003,197**	
2. HULL / Marine Policy :		
(total loss, constructive total loss and salvage charges. Policy to cover liability arising out of collision with other vessels/marine structures/terrorism)		
i) GRAB DREDGER BAGHAJATIN	**27,359,476**	
ii) TUG RANI SHIROMONI	**21,682,121**	
iii) TUG TAMRALIPTA	**21,292,563**	

(PLEASE DO NOT MENTION ANY CONDITION IN THE PRICE BID)

ANNEXURE-I

(Subject to the conditions and exclusions contained herein or endorsed or otherwise expressed hereon) that if after payment of the premium the property insured described in the said schedule or any part of such property be destroyed or damaged by any perils specified hereunder during the period of insurance named in the said schedule or of any subsequent period in respect of which the insured shall have paid and company shall have accepted the premium required for the renewal of the policy, the company shall pay to the insured the value of the property at the time of the happening of its destruction or the amount of such damage or at its option reinstate or replace such property or any part thereof.

I. Fire

Excluding destruction or damage caused to the property insured by

a) (i) Its own fermentation, natural heating or spontaneous combustion
(ii) Its undergoing any heating or drying process.

b) Burning of property insured by order of any public authority

II. Lightning

III. Explosion/implosion

Exclusion loss, destruction of or damage

a) to boilers (other than domestic boilers), economizers or other vessels, machinery or apparatus (in which steam is generated) or their contents resulting from their own explosion/implosion.

(b) caused by centrifugal forces.

IV Aircraft Damage

Loss, destruction or damage caused by aircraft, other aerial or space devices and articles dropped there from excluding those caused by pressure waves.

V Riot, Strike and Malicious Damage

Loss of or visible physical damage or destruction by external violent means directly caused to the property insured but excluding those caused by

a) total or partial cessation of work or retardation or interruption or cessation of any process or operations or omissions of any kind.

b) Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the government or any lawfully constituted Authority.

c) Permanent or temporary dispossession of any building or plant or unit or machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same,

d) Burglary, housebreaking theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any malicious act.

VI Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation.

Loss, destruction or damage directly caused by storm, cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation excluding those resulting from earthquake, volcanic eruption or other convulsions of nature. (wherever earthquake cover is given as an “add on cover” the words “excluding those resulting from earthquake volcanic eruption or other convulsions of nature” shall stand deleted).

VII Impact Damage

Loss of or visible physical damage or destruction caused to the property insured due to impact by any Rail/Road vehicle or animal by direct contact not belonging to or owned by.

a) The insured or any occupier of the premises or

b) Their employees while acting in the course of their employment.

VIII. Subsidence and landslide including Rock Slide.

Loss destruction or damage directly caused by subsidence of part of the site on which the property stands or land slide/Rock slide excluding.

a) The normal cracking, settlement or bedding down of new structures

b) The settlement or movement of made up ground
c) Coastal or river erosion.
d) Defective design or workmanship or use of defective materials
e) Demolition, construction, structural alteration or repair of any property or groundwork or excavations.

IX. Bursting and or overflowing of water Tanks, Apparatus and Pipes

X Missile Testing Operations

XI. Leakage from automatic sprinkler installations,

Excluding loss, destruction or damage caused by;
a) Repairs or alternations to the building or premises.
b) Repairs, Removal or Extension of the Sprinkler installation.
c) Defects in construction known to the insured.

XII. Bush Fire

Excluding loss, destruction or damage caused by forest fire.

Provided that the liability of the company shall in no case shall exceed in respect of each item the sum expressed in the said schedule to be insured thereon or the whole the total sum insured hereby or such other sum or sums as may be substituted thereof by memorandum hereon or attached hereto signed by or on behalf of the company.

(A) General Exclusions

1. This policy does not cover (not applicable to policies covering dwellings)

(a) The First 5% of each and Every Claim subject to a minimum of Rs.10,000 in respect of each and every loss arising out of "Act of God Perils" such as lightning, STFI, Subsidence, Landslide and Rock slide covered under the policy.

(b) The First Rs. 10,000 for each and every loss arising out of other perils in respect of which the insured is indemnified by this policy. The Excess shall apply per event per insured.

2. Loss, destruction or damage caused by war, invasion, act of Foreign enemy hostilities or war like operations (whether war be declared or not),civil war, mutiny, civil commotion assuming the proportions of or amounting t a popular rising, military rising, rebellions, revolution, insurrection or military or usurped power.

3. Loss, destruction or damage directly or indirectly caused to the property insured by.

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

b) the radioactive toxic, explosives or other hazardous properties of any explosives nuclear assembly or nuclear component thereof.

4. Loss, destruction or damage caused to the insured property by pollution or contamination excluding

a) Pollution or contamination which itself results from a peril hereby insured against.

b) any peril hereby insured against which itself results from pollution or contamination

5. Loss, destruction or damage to bullion or unset precious stones, any curious or works of art for an amount exceeding Rs. 10,000/- goods held in rust or commission, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money cheques, books of accounts or other business books, computer systems records, explosive unless otherwise expressly stated in the policy.

6. Loss, destruction or damage to the stock in cold storage premises caused by change of temperature.

7. Loss or damage to any electrical machine, apparatus, fixture or fittings arising from or occasioned by overrunning excessive pressure, short circuiting, arcing, self heating or leakage or electricity from whatever cause (lightning included) provided that his exclusion shall apply only to the particular electrical machine, apparatus, fixture of fitting so affected and not to other machines, apparatus fixtures or fittings which may be destroyed or damaged by fire so set up.

8. Expenses necessarily incurred on (i) Architects Surveyors and Consulting Engineer's Fees and (ii) Debris Removed by the insured following a loss, destruction or damage to the property insured by an insured peril in excess of 3% and !% of the claim amount respectively.

9. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.

10. Loss or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the perils covered.
11. Loss by theft during or after the occurrence of any insured peril except as provided under Riot, Strike and Malicious and Terrorism damage cover.
12. Any loss or damage occasioned by or through or in consequence directly or indirectly due to earth quake, volcanic eruption or other conclusions of nature.
13. Loss or damage to property insured if removed to any building or place other than in which it is herein stated to be insured except machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days.
14. Loss, damage cost of expense of whatsoever nature directly or indirectly caused by , resulting from or in connection with any act of terrorism regardless or nay 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 threat, thereof any person or group(s), persons whether acting alone or on behalf of or in connection with any organization(s) or government(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 tin 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 of expenses is not covered by this insurance the burden of proving the contrary shall be upon the Assured.
    In the event of any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

(B) General Conditions

1. This Policy shall be voidable in the event of mis representation mis description or non disclosure of any material particular.
2. All insurances under this policy shall cease on expiry of seven days from the date of fall or displacement of any building or part thereof or of the whole or any part of any range of buildings or of any structure of which such building forms part, Provided such a fall or displacement is not caused by insured perils, loss or damage which is covered by this policy or would be covered if such building, range of buildings or structure were insured under this policy, Notwithstanding the above, the company subject to an express notice being given as soon as possible but not later than seven days of any such fall or displacement may agree to continue the insurance subject to revised rates, terms and conditions as may be decided by it and confirmed in writing to this effect.
3. Under any of the following circumstances the insurance cease to attach as regards the property affected unless the insured, before the occurrence of any loss or damage, obtain the sanction of the company signified by endorsement upon the policy by or on behalf of the company:-

a) If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by insured perils.
b) If the building insured or containing the insured property becomes unoccupied and so remains for a period of more the 30 days.
c) If the interest in the property passes from the insured other wise than by will or operation of law.

4. This insurance does not cover any loss of damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this policy, be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.
5. This insurance may be terminated at any time at the request of the insured, in which case the company will retain the premium at customary short period rate for the time the policy has been in force. This insurance may also at any time be terminated at the option of the company, on 15 days' notice to that effect being given to the insured, in which case the company shall be liable

to repay on demand a ratable proportion of the unexpired term from the date of the cancellation.

6.

(i) On the happening of any loss or damage the insured shall forthwith give notice thereof to the company and shall within 15 days after the loss or damage or such further time as the company may in writing allow in that behalf, deliver to the company.

(a) A claim in writing for the loss or damage containing as particular an account as may be reasonably practicable of all the several articles or items or property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage not including profit of any kind.

(b) Particulars of all other insurances, if any

The insured shall also at all times at his own expense produce, procure and give to the company all such further particulars, Plans specification books, vouchers, invoices, duplicates or copies thereof, documents investigation reports (internal/external), Proofs and information with respect to the claim and the origin and cause of the loss and the circumstances under which the loss or damage occurred and any matter touching the liability or the amount of the liability of the company as may be reasonably required by or on behalf of the company 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 conditions have been complied with.

(ii) In no case whatsoever shall the company be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration, it being expressly agreed and declared that if the company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of the disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

7. On the happening of loss or damage to any of the property insured by this policy, the company may

a) Enter and take and deep possession of the building or premises where the loss or damage has happened.

b) Take possession of or require to be delivered to it any property of the insured in the building or on the premises at the time of the loss or damage.

c) Keep possession of any such property and examine, sort, arrange remove or otherwise deal with the same.

d) sell any such property or dispose of the same for account of whom it may concern

The powers conferred by this condition shall be exercisable by the company at any time until notice in writing is given by the insured that he makes no claim under the policy, or if any claim is made, until such claim is finally determined or withdrawn, and the company shall not by any act done in the exercise or purported exercise of its powers hereunder incur any liability to the insured or diminish its rights to rely upon any of the conditions of this policy in answer to any claim.

If the insured or any person on his behalf shall not comply with the requirements of the company or shall hinder or obstruct the company in the exercise of its powers hereunder, all benefits under this policy shall be forfeited.

The insured shall not in any case be entitled to abandon any property to the company whether taken possession of by the company or not.

8. If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by the insured or any one acting on his

behalf to obtain any benefit under the policy or if the loss or damage be occasioned by the willful act, or with connivance of the insured, all benefits under this policy shall be forfeited.

9. If the company at its option, reinstate or replace the property damaged or destroyed, or nay part thereof instead of paying the amount of the loss or damage, or join with any other company or insure(s) in so doing. The company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner, and in no case shall the company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage not more than the sum insured by the company thereon. If the company so elect to reinstate or replace any property the insured shall at his own expense furnish the company with such plans, specifications, measurements, quantities and such other particulars as the company may require, and no acts done, or caused to be done, by the company with a view to reinstatement or replacement shall be deemed an election by the company to reinstate or replace.

   If in any case the company shall be unable to reinstate or repair the property hereby insured , because of any municipal or other regulations in force affecting the alignment of streets or the construction of buildings or otherwise, the company shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

10. If the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril hereby insured against be collectively of greater value than the sum insured thereon, then the insured shall be considered as being his own insurer of the difference and shall bear a ratable proportion of the loss accordingly. Every item, if more than one, of the policy shall be separately subject to this condition.

11. If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by the insured or by any other person or persons covering the same property, this company shall not be liable to pay or contribute more than its ratable proportion of such loss or damage.

12. The insured shall at the expenses of the company do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the company.

13. 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 or if they cannot agree upon a single arbitrator with in 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 provisions of the Arbitration and conciliation Act, 1996.

   It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as here in 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.

14. Every notice and other communication to the company required by these conditions must be written or printed.

15. 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. Pro-rata premium for the unexpired 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 company.

    The additional premium referred above shall be deducted from the net claim amount payable under the policy. This conti8nous cover to the full extent will be available notwithstanding any previous loss of which the company 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 company for deduction from the claim amount, when settled, of pro-rata premium to be calculated from the date of loss till expiry of the 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 the loss exercises his option not to reinstate the sum insured as above.

Date: _____ Signature of the Bidder with Office Seal

ANNEXURE-II

1 **NAVIGATION**

1.1 The Vessel is covered subject to the provisions of the insurance at all times and has leave to sail or navigate with or without pilots, to go on trial trips and to assist and tow vessels or craft in distress, but it is warranted that the Vessel shall not be towed, except as is customary or to the first safe port or place when in need of assistance, or undertake towage or salvage services under a contract previously arranged by the Assured and/or Owners and/or Managers and/or Charterers. This Clause 1.1, shall not exclude customary towage in connection with loading and discharging,

1.2 In the event of the Vessel being employed in trading operations which entail cargo loading or discharging at sea from or into another vessel (not being a harbour or inshore craft) no claim shall be recoverable under this insurance for loss of or damage to the Vessel or liability to any other vessel arising from such loading or discharging operations, including whilst approaching, lying alongside and leaving, unless previous notice that the Vessel is to be employed in such operations has been given to the Underwriters and any amended terms of cover and any additional premium required by them have been agreed.

1.3 In the event of the Vessel sailing (with or without cargo) with an intention of being (a) broken up, or (b) sold for breaking up, any claim for loss of or damage to the Vessel occurring subsequent to such sailing shall be limited to the market value of the Vessel as scrap at the time when the loss or damage is sustained, unless previous notice has been given to the Underwriters and any amendments to the terms of cover insured value and premium required by them have been agreed. Nothing in this Clause 1.3 shall affect claims under Clauses 8 and/or 11.

2 **CONTINUATION**

Should the Vessel at the expiration of this insurance be at sea or in distress or at a port of refuge or of call, she shall, provided previous notice be given to the Underwriters, be held covered at a pro rata monthly premium to her port of destination.

3 **BREACH OF WARRANTY**

Held covered in case of any breach of warranty as to cargo, trade, locality towage, salvage services or date of sailing, provided notice be given to the Underwriters immediately after receipt of advices and any amended terms of cover and any additional premium required by them be agreed.

4 **TERMINATION**

This Clause 4 shall prevail notwithstanding any provision whether written typed or printed in this insurance inconsistent therewith.

Unless the Underwriters agree to the contrary in writing, this insurance shall terminate automatically at the time of

4.1 change of the Classification Society of the Vessel, or change, suspension, discontinuance, withdrawal or expiry of her Class therein, provided that if the Vessel is at sea such automatic termination shall be deferred until arrival at her next port. However where such change, suspension, discontinuance or withdrawal of her Class has resulted from loss or damage covered by Clause 6 of this insurance or which would be covered by an insurance of the Vessel subject to current Institute War and Strikes Clauses Hulls-Time such automatic termination shall only operate should the Vessel sail from her next port without the prior approval of the Classification Society.

4.2 any change, voluntary or otherwise, in the ownership or flag, transfer to new management, or charter on a bareboat basis, or requisition for title or use of the Vessel, provided that, if the Vessel has cargo on board and has already sailed from her loading port or is at sea in ballast, such automatic termination shall if required be deferred, whilst the Vessel continues her planned voyage, until arrival at final port of discharge if with cargo or at port of destination if in ballast. However in the event a requisition for title or use without the prior execution of a written

agreement by the Assured, such automatic termination shall occur fifteen days after such requisition whether the Vessel is at sea or in port.

A pro rata daily net return of premium shall be made.

5 **ASSIGNMENT**

No assignment of or interest in this insurance or in any moneys which may be or become payable thereunder is to be binding on or recognised by the Underwriters unless a dated notice of such assignment or interest signed by the Assured, and by the assignor in the case of subsequent assignment, is endorsed on the Policy and the policy with such endorsement is produced before payment of any claim or return of premium thereunder.

6 **PERILS**

6.1 This insurance covers loss of or damage to the subject-matter insured caused by

6.1.1. perils of the seas rivers lakes or other navigable waters

6.1.2 fire, explosion

6.1.3 violent theft by persons from outside the Vessel

6.1.4 jettison

6.1.5 piracy

6.1.6 breakdown of or accident to nuclear installations or reactors

6.1.7 contact with aircraft or similar objects, or objects falling there from, land conveyance, dock or harbour equipment or installation

6.1.8 earthquake volcanic eruption or lightning.

6.2 This insurance covers loss of or damage to the subject-matter insured caused by

6.2.1 accidents in loading discharging or shifting cargo or fuel

6.2.2 bursting of boilers breakage of shafts or any latent defect in the machinery or hull

6.2.3 negligence of Master Officers Crew or Pilots

6.2.4 negligence of repairers or charterers provided such repairers or charterers are not an Assured hereunder

6.2.5 barratry of Master Officers or Crew provided such loss or damage has not resulted from want of due diligence by the Assured, Owners or Managers.

6.3 Master Officers Crew or Pilots not to be considered Owners within the meaning of this Clause 6 should they hold shares in the Vessel

7. POLLUTION HAZARD

This insurance covers loss of or damage to the Vessel caused by any governmental authority acting under the powers vested in it to prevent or mitigate a pollution hazard, or threat thereof, resulting directly from damage to the Vessel for which the Underwriters are liable under this insurance, provided such act of governmental authority has not resulted from want of due diligence by the Assured, the Owners, or Managers of the Vessel or any of them to prevent or mitigate such hazard or threat. Master, Officers, Crew or Pilots not to be considered Owners within the meaning of this Clause 7 should they hold shares in the Vessel.

8 **3/4THS COLLISION LIABILITY**

8.1 The Underwriters agree to Indemnify the Assured for three-fourths of any sum or sums paid by the Assured to any other person or persons by reason of the Assured becoming legally liable by way of damages for

8.1.1. loss of or damage to any other vessel or property on any other vessel

8.1.2 delay to or loss of use of any such other vessel or property thereon

8.1.3 general average of, salvage of, or salvage under contract of, any such other vessel or property thereon, where such payment by the Assured is in consequence of the Vessel hereby insured coming into collision with any other vessel.

8.2 The indemnity provided by this Clause 8 shall be in addition to the indemnity provided by the other terms and conditions of this insurance and shall be subject to the following provisions:

8.2.1Where the insured Vessel is in collision with another vessel and both vessels are to blame

then, unless the liability of one or both vessels becomes limited by law, the indemnity under this Clause 8 shall be calculated on the principle of cross-liabilities as if the respective Owners had been compelled to pay to each other such proportion of each other's damages as may have been properly allowed in ascertaining the balance or sum payable by or to the Assured in consequence of the collision,

8.2.2 In no case shall the Underwriters' total liability under Clauses 8.1 and 8.2 exceed their proportionate part of three-fourths of the insured value of the Vessel hereby insured in respect of any one collision.

Exclusions

8.4 Provided always that this Clause 8 shall in no case extend to any sum which the Assured shall pay for or in respect of

8.4.1 removal or disposal of obstructions, wrecks, cargoes or any other thing whatsoever

8.4.2 any real or personal property or thing whatsoever except other vessels or property on other vessels

8.4.3 the cargo or other property on, or the engagements of, the insured Vessel

8.4.4 loss of life, personal injury or illness

8.4.5 pollution or contamination of any real or personal property or thing whatsoever (except other vessels with which the insured Vessel is in collision or property on such other vessels).

8.3 The Underwriters will also pay three-fourths of the legal costs incurred by the Assured or which the Assured may be compelled to pay in contesting liability or taking proceedings to limit liability with the prior written consent of the Underwriters.

9. SISTERSHIP

Should the Vessel hereby insured come into collision with or receive salvage services from another vessel belonging wholly or in part to the same Owners or under the same management, the Assured shall have the same rights under this insurance as they would have were the other vessel entirely the property of Owners not interested in the Vessel hereby insured; but in such cases the liability for the collision or the amount payable for the services rendered shall be referred to a sole arbitrator to be agreed upon between the Underwriters and the Assured.

10 NOTICE OF CLAIM AND TENDERS

10.1 In the event of accident whereby loss or damage may result in a claim under this insurance, notice shall be given to the Underwriters prior to survey and also, if the Vessel is abroad, to the nearest Lloyd's Agent so that a surveyor may be appointed to represent the Underwriters should they so desire.

10.2 The Underwriters shall be entitled to decide the port to which the Vessel shall proceed for docking or repair (the actual additional expense of the voyage arising from compliance with the Underwriters. requirements being refunded to the Assured) and shall have a right of veto concerning a place of repair or a repairing firm.

10.3 The Underwriters may also take tenders or may require further tenders to be taken for the repair of the Vessel. Where such a tender has been taken and a tender is accepted with the approval of the Underwriters, an allowance shall be made at the rate of 300fo per annum on the insured value for time lost between the despatch of the invitations to tender required by Underwriters and the acceptance of a tender to the extent that such time is lost solely as the result of tenders having been taken and provided that the tender is accepted without delay after receipt of the Underwriters' approval. Due credit shall be given against the allowance as above for any amounts recovered in respect of fuel and stores and wages and maintenance of the Master Officers and Crew or any member thereof, including amounts allowed in general average, and for any amounts recovered from third parties in respect of damages for detention and/or loss of profit and/or running expenses, for the period covered by the tender allowance or any part hereof, Where a part of the cost of the repair of damage other than a fixed deductible is not recoverable from the Underwriters, the allowance shall be reduced by a similar proportion.

10.4 In the event of failure to comply with the conditions of this Clause 10 a deduction of 15% shall be made from the amount of the ascertained claim.

11 GENERAL AVERAGE AND SALVAGE

11.1 This insurance covers the Vessel's proportion of salvage, salvage charges and/or general average, reduced in respect of any under-insurance, but in case of general average sacrifice of the Vessel the Assured may recover in respect of the whole loss without first enforcing their right of contribution from other parties.

11.2 Adjustment to be according to the law and practice obtaining at the place where the adventure ends, as if the contract of affreightment contained no special terms upon the subject: but where the contract of affreightment so provides the adjustment shall be according to the York-Antwerp Rules.

11.3 When the Vessel sails in ballast, not under charter the provisions of the York-Antwerp Rules, 1974 (excluding Rules XX and XXI) shall be applicable, and the voyage for this purpose shall be deemed to continue from the port or place of departure until the arrival of the Vessel at the first port or place thereafter other than a port or place of refuge or a port or place of call for bunkering only If at any such intermediate port or place there is an abandonment of the adventure originally contemplated the voyage shall thereupon be deemed to be terminated.

11.4 No claim under this Clause 11 shall in any case be allowed where the loss was not incurred to avoid or in connection with the avoidance of a peril insured against.

12 DEDUCTIBLE

12.1 No claim arising from a peril insured against shall be payable under this insurance unless the aggregate of all such claims arising out of each separate accident or occurrence (including claims under Clauses 8,11 and 13) exceeds _____ in which case this sum shall be deducted. Nevertheless the expense of sighting the bottom after stranding, if reasonably incurred specially for that purpose, shall be paid even if no damage be found, This Clause 12,1 shall not apply to a claim for total or constructive total loss of the Vessel or in the event of such a claim, to any associated claim under Clause 13 arising from the same accident or occurrence.

12.2 Claims for damage by heavy weather occurring during a single sea passage between two successive ports shall be treated as being due to one accident. In the case of such heavy weather extending over a period not wholly covered by this insurance the deductible to be applied to the claim recoverable hereunder shall be the proportion of the above deductible that the number of days of such heavy weather falling within the period of this insurance bears to the number of days of heavy weather during the single sea passage, The expression "heavy weather" in this Clause 12.2 shall be deemed to include contact with floating ice.

12.3 Excluding any interest comprised therein, recoveries against any claim which is subject to the above deductible shall be credited to the Underwriters in full to the extent of the sum by which the aggregate of the claim unreduced by any recoveries exceeds the above deductible.

12.4 Interest comprised in recoveries shall be apportioned between the Assured and the Underwriters, taking into account the sums paid by the Underwriters and the dates when such payments were made, notwithstanding that by the addition of interest the Underwriters may receive a larger sum than they have paid.

13 DUTY OF ASSURED (SUE AND LABOUR)

13.1 In case of any loss or misfortune it is the duty of the Assured and their servants and agents to take such measures as may be reasonable for the purpose of averting or minimising a loss which would be recoverable under this insurance.

13.2 Subject to the provisions below and to Clause 12 the Underwriters will contribute to charges properly and reasonably incurred by the Assured their servants or agents for such measures. General average, salvage charges (except as provided for in Clause 13,5) and collision defence or attack costs are not recoverable under this Clause 13.

13.3 Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

13.4 When expenses are incurred pursuant to this Clause 13 the liability under this insurance shall not exceed the proportion of such expenses that the amount insured hereunder bears to the value of the Vessel as stated herein, or to the sound value of the Vessel at the time of the occurrence giving rise to the expenditure if the sound value exceeds that value, Where the Underwriters have admitted a claim for total loss and property insured by this insurance is saved, the foregoing provisions shall not apply unless the expenses of suing and labouring exceed the value of such property saved and then shall apply only to the amount of the expenses which is in excess of such value.

13.5 When a claim for total loss of the Vessel is admitted under this insurance and expenses have been reasonably incurred in saving or attempting to save the Vessel and other property and there are no proceeds, or the expenses exceed the proceeds, then this insurance shall bear its pro rata share of such proportion of the expenses, or of the expenses in excess of the proceeds, as the case may be, as may reasonably be regarded as having been incurred in respect of the Vessel; but if the Vessel be insured for less than its sound value at the time of the occurrence giving rise to the expenditure, the amount recoverable under this clause shall be reduced in proportion to the under-insurance.

13.6 The sum recoverable under this Clause 13 shall be In addition to the loss otherwise recoverable under this insurance but shall in no circumstances exceed the amount insured under this insurance in respect of the Vessel.

14. NEW FOR OLD

Claims payable without deduction new for old.

15. BOTTOM TREATMENT

In no case shall a claim be allowed in respect of scraping gritblasting and/or other surface preparation or painting of the Vessel's bottom except that

15.1 gritblasting and/or other surface preparation of new bottom plates ashore and supplying and applying any "shop" primer thereto,

15.2 gritblasting and/or other surface preparation of:
the butts or area of plating immediately adjacent to any renewed or refitted plating damaged during the course of welding and/or repairs, areas of plating damaged during the course of fairing, either in place or ashore,

15.3 supplying and applying the first coat of primer/anti-corrosive to those particular areas mentioned in 15.1 and 15.2 above, shall be allowed as part of the reasonable cost of repairs in respect of bottom plating damaged by an insured peril.

16 WAGES AND MAINTAINANCE

No claims shall be allowed, other than in general average, for wages and maintenance of the Master Officers and Crew, or any member thereof except when incurred solely for the necessary removal of the Vessel from one port to another for the repair of damage covered by the Underwriters, or for trial trips for such repairs, and then only for such wages and maintenance as are incurred whilst the Vessel is under way.

17 AGENCY COMMISSION

In no case shall any sum be allowed under this insurance either by way of remuneration of the Assured for time and trouble taken to obtain and supply information or documents or in respect of the commission or charges of any manager, agent. managing or agency company or the like, appointed by or on behalf of the Assured to perform such services.

18 UNREPAIRED DAMAGE

18.1 The measure of indemnity In respect of claims for unrepaired damage shall be the reasonable depreciation in the market value of the Vessel at the time this insurance terminates arising from such unrepaired damage, but not exceeding the reasonable cost of repairs.

18.2 In no case shall the Underwriters be liable for unrepaired damage In the event of a subsequent total loss (whether or not covered under this insurance) sustained during the period covered by this insurance or any extension thereof.

18.3 The Underwriters shall not be liable in respect of unrepaired damage for more than the insured value at the time this insurance terminates.

19. CONSTRUCTIVE TOTAL LOSS

19.1 In ascertaining whether the Vessel is a constructive total loss, the insured value shall be taken as the repaired value and nothing in respect of the damaged or break-up value of the Vessel or wreck shall be taken into account.

19.2.1 No claim for constructive total loss based upon the cost of recovery and/or repair of the Vessel shall be recoverable hereunder unless such cost would exceed the insured value. In making this determination, only the cost relating to a single accident or sequence of damages arising from the same accident shall be taken into account.

19. FREIGHT WAIVER

In the event of total or constructive total loss no claim to be made by the Underwriters for freight whether notice of abandonment has been given or not.

20. DISBURSEMENT WARRANTY

21.1 Additional insurances as follows are permitted:

21.1.1. *Disbursements, Managers' Commissions, Profits or Excess or increased Value of Hull and Machinery*. A sum not exceeding 25% of the value stated herein.

21.1.2 *Freight, Chartered Freight or Anticipated Freight, insured for time*. A sum not exceeding 25% of the value as stated herein less any sum insured, however described, under 21.1.1.

21.1.3 *Freight, or Hire, under contracts for voyage*. A sum not exceeding the gross freight or hire for the current cargo passage and next succeeding cargo passage (such insurance to include, if required, a preliminary and an intermediate ballast passage) plus the charges of insurance. In the case of a voyage charter where payment is made on a time basis, the sum permitted for insurance shall be calculated on the estimated duration of the voyage, subject to the limitation of two cargo passages as laid down herein. Any sum insured under 21.1.2 to be taken into account and only the excess thereof may be insured, which excess shall be reduced as the freight or hire is advanced or earned by the gross amount so advanced or earned.

21.1.4 *Anticipated Freight if the Vessel sails in ballast and not under Charter*. A sum not exceeding the anticipated gross freight on next cargo passage, such sum to be reasonably estimated on the basis of the current rate of freight at time of insurance plus the charges of insurance. Any sum insured under 21.1.2 to be taken into account and only the excess thereof may be insured

21.1.5 *Time Charter Hire or Charter Hire for Series of Voyages*. A sum not exceeding 50% of the gross hire which is to be earned under the charter in a period not exceeding 18 months. Any sum insured under 21,1,2 to be taken into account and only the excess thereof may be insured, which excess shall be reduced as the hire is advanced or earned under the charter by 50% of the gross amount so advanced or earned but the sum insured need not be reduced while the total of the sums insured under 21.1.2 and 21.1.5 does not exceed 50% of the gross hire still to be earned under the charter An insurance under this Section may begin on the signing of the charter.

21.1.6 *Premiums*. A sum not exceeding the actual premiums of all interests insured for a period not exceeding 12 months (excluding premiums insured under the foregoing sections but including, if required, the premium or estimated calls on any Club or War etc. Risk insurance) reducing pro rata monthly.

21.1.7 *Returns of Premium*. A sum not exceeding the actual returns which are allowable under any insurance but which would not be recoverable there under in the event of a total loss of the Vessel whether by insured perils or otherwise.

21.1.8 *Insurance irrespective of amount insured against:*

Any risks excluded by Clauses 23, 24, 25 and 26 below.

21.2 Warranted that no insurance on any interests enumerated in the foregoing 21.1.1 to 21.1.7 in excess of the amounts permitted therein and no other insurance which includes total loss of the Vessel P P.I., F I.A., OI subject to any other like term, is or shall be effected to operate during the currency of this insurance by or for account of the Assured, Owners, Managers or

Mortgagees, Provided always that a breach of this warranty shall not afford the Underwriters any defense to a claim by a Mortgagee who has accepted this insurance without knowledge of such breach.

22 RETURNS FOR LAY-UP AND CANCELLATION

22.1 To return as follows:

22.1.1 Pro rata monthly net for each uncommenced month if this insurance be cancelled by agreement.

22.1.2 For each period of 30 consecutive days the Vessel may be laid up in a port or in a lay-up area provided such port or lay-up area is approved by the Underwriters (with special liberties as hereinafter allowed)

(a) per cent not under repair

(b) per cent under repair

If the Vessel is under repair during part only of a period for which a return is claimable, the return shall be calculated pro rata to the number of days under (a) and (b) respectively.

22.2 PROVIDED ALWAYS THAT

22.2.1 a total loss of the Vessel, whether by insured perils or otherwise, has not occurred during the period covered by this insurance or any extension thereof.

22.2.2 in no case shall a return be allowed when the Vessel is lying in exposed or unprotected waters, or in a port or lay-up area not approved by the Underwriters but, provided the Underwriters agree that such non-approved lay-up area is deemed to be within the vicinity of the approved port or lay-up area, days during which the Vessel is laid up in such non-approved lay-up area may be added to days in the approved port or lay-up area to calculate a period of 30 consecutive days and a return shall be allowed for the proportion of such period during which the Vessel is actually laid up in the approved port or lay-up area.

22.2.3 loading or discharging operations or the presence of cargo on board shall not debar returns but no return shall be allowed for any period during which the Vessel is being used for the storage of cargo or for lightening purposes.

22.2.4 in the event of any amendment of the annual rate, the above rates of return shall be adjusted accordingly.

22.2.5 in the event of any return recoverable under this Clause 22 being based on 30 consecutive days which fall on successive insurances effected for the same Assured, this insurance shall only be liable for an amount calculated at pro rata of the period rates 22.1.2 (a) and/or (b) above for the number of days which come within the period of this insurance and to which a return is actually applicable. Such overlapping period shall run, at the option of the Assured, either from the first day on which the Vessel is laid up or the first day of a period of 30 consecutive days as provided under 22.1.2 (a) or (b), or 22.2.2 above.

The following clauses (23-26) shall be paramount and shall override anything in this insurance inconsistent therewith

23 WAR EXCLUSION

In no case shall this insurance cover loss damage liability or expense caused by

23.1 war civil war revolution rebellion insurrection or civil strife arising there from, or any hostile act by or against a belligerent power.

23.2 capture seizure arrest restraint or detainment (barratry and piracy excepted), and the consequences thereof or any attempt thereat.

23.3 derelict mines, torpedoes bombs or other derelict weapons of war.

24 STRIKES EXCLUSION

In no case shall this insurance cover loss damage liability or expense caused by

24.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions.

24.2 any terrorist or any person acting from a political motive.

25 MALICIOUS ACTS EXCLUSION

In no case shall this insurance cover loss damage liability or expense arising from

25.1 the detonation of an explosive

25.2 any weapon of war and caused by any person acting maliciously or from a political motive.

26 NUCLEAR EXCLUSION

In no case shall this insurance cover loss, damage, liability or expense arising from any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

Date: _____ Signature of the Bidder with Office Seal