IndusInd GENERAL INSURANCE
FORMERLY RELIANCE GENERAL INSURANCE

INDUSIND SURETY INSURANCE – BID BOND (CONDITIONAL) - POLICY WORDING

1. DEFINITIONS

The following terms as used in this Surety Bond shall have the respective meanings set forth below, wherever they may appear in the Surety Bond, the attached Schedule, and any endorsements. Where appropriate under the terms of this Surety Bond, references to the singular include references to the plural; references to the male include the female and references to any statutory enactment include subsequent changes to the same.

1.1. **"Bid Documents"** means the documents noted in the Schedule and including any and all documents in relation to the issuance of the tender by the Creditor, submissions of proposals by the Principal Debtor, subsequent acceptance of bid and includes all communications between the Principal Debtor and the Creditor till the time of execution of the Contract.

1.2. **Bond Period/Bond Tenure** means the bond duration that begins from the Bond Period Start Date and ends on the Bond Period End Date as specified in the Policy Schedule. The bond period can be extended beyond the period specified in the Schedule with the approval of the Surety and the payment of premium for the duration of the extension.

1.3. **Bond Premium** The bond premium shall be determined by the Surety according to the bond amount, the bond period and specific risk condition and factors including but not limited to, the performance record of the Insured, financial performance, business operation and qualification, project, collateral

1.4. **"Bond Value"** means the amount specified in the Schedule, which is the maximum, total and cumulative liability arising under this Surety Bond.

1.5. **"Contract"** means the agreement between the Principal Debtor and the Creditor that would come to be executed following acceptance of the bid of the Principal Debtor and it fulfilling the conditions required in the Bid Documents.

1.6. **"Contract Value"** means the total value of the underlying Contract, as specified in the Schedule.

1.7. **"Creditor"** means the person named in the Schedule to whom the guarantee under this Surety Bond is given. (Creditor may also be referred to as Beneficiary/Obligee/Authority/Owner/Developer)

1.8. **"Default"** means an actual breach or abandonment of the Insured Bid by the Principal Debtor, on the happening of which there is a financial liability on the Principal Debtor to make a payment under the Terms of the Tendert.

1.9. **"General agreement of Indemnity"** means an agreement of indemnity executed between the Principal Debtor and Surety Insurer (both defined later) wherein the Principal Debtor agrees to indemnify the Surety Insurer against any and all losses arising in connection with the Surety Bond on such terms and conditions as specified in that Agreement.

1.10. **"Insured Bid"** means the Bid as specified in the Policy Schedule for which this Surety Bond is issued

1.11. **"Principal Debtor/Insured"** means the person named in the Schedule, who has concluded this Surety Bond with the Surety Insurer and in respect of whose default the guarantee under this Surety Bond is given. (Principal Debtor/Insured may also be referred to as Contractor/Proposer/Principal/Obligor/Bidder)

1.12. **"Schedule"** means the schedule attached to and forming part of this Surety Bond specifying the details of the Principal Debtor, the bonded Contract, the Works, and other relevant periods and limits to which the Surety Bond is subject.

1.13. **"Site"** means the geographical location specified in the Schedule where the Works in relation to the Contract are carried out.

1.14. **The "Surety"** means Surety Insurer as guarantor (Surety may also be referred to as Surety Insurer/Insurer/Company)

1.15. **"Surety Bond"** i) in relation to the rights and obligations between the Surety Insurer and the Creditor means this Bid Security Bond policy wording containing the terms and conditions, the Annexures to these terms and conditions, Policy Schedule, endorsements (made to or on it from time to time, and if more than one, then the latest in time), Bond Certificate and the applicable law, practice, customs which includes statutory provisions, regulations, notifications et al governing such a relationship, all of which form an integral part of the Surety Bond; (ii) in relation to the rights and obligations between the Surety Insurer and the Principal Debtor means this Bid Security Bond policy wording containing the terms and conditions, the Annexures to these terms and conditions, Policy Schedule , Proposal Form, the, endorsements (made to or on it from time to time, and if more than one, then the latest in time), any other applicable agreement between the Surety Insurer and the Principal Debtor and the applicable law, practice, customs, which includes statutory provisions, regulations, notifications et al governing such a relationship.

The Surety Bond has been issued in consideration of the receipt of premium by the Surety Insurer and in compliance of 64 VB of the Insurance Act 1938.

2. PREAMBLE

In consideration of the receipt of premium by IndusInd General Insurance Company Limited (hereinafter called the **"Company"** or **"Surety Insurer"**), and in IndusInd of the documents submitted, statements, representations and warranties made, the terms of the General Agreement of Indemnity, and the information contained in the proposal form (which shall all form a part of and

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IRDAI Registration No. 103 IndusInd General Insurance Company Limited (Formerly known as Reliance General Insurance). An ISO 9001:2015 Certified Company For complete details on the benefits, coverage, terms & conditions and exclusions, do read the sales brochure, prospectus and policy wordings carefully before concluding sale. Registered & Corporate Office: 6th Floor, Oberoi Commerz, International Business Park, Oberoi Garden City, Off. Western Express Highway, Goregaon (E), Mumbai-400063. Corporate Identity Number: U66603MH2000PLC128300. IndusInd Surety Insurance-Bid Bond (Conditional). UIN No.: IRDAN103CPSU0002V01202526. IGI/MCOM/CO/ISI-BB(Conditional)/PW/Ver.1.0/260526.

the basis of this Surety Bond) and subject to the terms and conditions of this Surety Bond, the Surety Insurer and the Principal Debtor agree as follows:

3. INSURING CLAUSE

Based on the representations and warranties made by the Principal Debtor in terms of its financial soundness and capability of carrying out the Works under the bonded Contract, including its working capital, experience, expertise and evidence of successful past performance of similar contracts, the Surety Insurer agrees to indemnify the Creditor for proven losses incurred as a direct consequence of the Principal Debtor's failure to comply with the bid terms, subject to verification of such default, and only within the scope and value defined in this Surety Bond. The total amount payable on the occurrence of such principal debtor failure, at all times, shall be limited to the value of the Bond, and subject always to the terms and conditions of this Surety Bid Bond and the General Agreement of Indemnity:

3.1. This Surety Bond will remain in full force for a period as mentioned in the policy schedule from the Bid due date and a claim period date as mentioned in the policy schedule or for such extended period as may be mutually agreed between the Creditor & principal debtor and agreed by the Surety Insurer and/or shall continue to be enforceable till all amounts under this Bid security bond have been paid.

3.2. It is hereby agreed and understood that: The Surety Insurer's obligation under this Surety Bond is restricted to the payment of the "Bond Value" as defined in the Policy Schedule;

4. EXCLUSIONS

Following shall be excluded under the policy unless specifically covered and mentioned in the Policy Schedule.

4.1. Any "change in Control" of the Principal Debtor / Contractor after the Bond is issued and is still in force.

4.2. The Original Contract signed between the Insured and the Beneficiary is not established, invalid, cancelled or terminated before the Insured Risks occur.

4.3. Intentional, gross negligence, illegal or criminal acts by or between the Beneficiary and Insured.

4.4. The Insured maliciously collude to violate the contract.

4.5. The Beneficiary and the Insured change the contents of the contract without the prior written consent of the Surety.

4.6. General Exclusions such as, war, nuclear, pollution, acts of god, force majeure, administrative or judicial actions caused by reasons other than the Insured.

4.7. Non-performance or non-fulfilment of the terms and conditions of the contract arising out of any law for the time being in force under which the Contractor is dispensed with the performance of the underlying Contract either impliedly, through conduct or otherwise

4.8. Non-performance or non-fulfilment of the terms and conditions of the contract arising out of or due to delay in obtaining permissions or approvals from any statutory, regulatory, judicial authorities or Beneficiary relating to execution of the Project.

4.9. Any expenses incurred by the Beneficiary for collecting, confirming, and proving that the Insured breached the contract that resulted in claims.

4.10. Any legal cost or expenses incurred in the litigation and execution by the Beneficiary to collect, confirm, and prove that the Insured fails to perform the contractual obligation.

4.11. Any third party loss not part of the contract.

4.12. Liquidated damages, late fees, fines, , and punitive damages, exemplary damages, or any other damages or compensatory damages.

4.13. Failure by the Insured to pay premium, provide necessary letter of Indemnity or security.

4.14. Any amendment or modification under the Contract Documents, Contract Terms, Contractor's Obligations and Contract Conditions after the Contract Bond is issued and is still in force.

4.15. This Surety Bond shall not cover or operate as a financial guarantee in respect of any loan, lease, or financial transaction, including but not limited to repayment obligations, debt servicing, or any arrangement aimed at raising finance.

5. CLAIMS PROCESS

5.1. At the request/notice of invocation by the Creditor, We hereby undertake to pay the Creditor, any sum or sums not exceeding in total the amount mentioned in the schedule upon receipt by us on the Creditor's demand in writing and the Creditor's statement (in the demand) stating that:

a) The Principal Debtor has, without the Creditor's agreement, withdrawn its offer after the latest time specified for its submission and before the expiry of its period of validity, or

b) The Principal Debtor has refused to accept the correction of errors in his offer in accordance with the conditions of the Creditor's invitation, or

c) Creditor awarded the Contract to the Principal Debtor and the Principal Debtor has failed to comply with the conditions

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of the Bid Contract

5.2. This Surety Bond shall remain in force as per the Bond Period, as specified in the Policy Schedule. Unless a demand or claim under the Surety Bond is made in writing on or before expiry of the Bond Period, all the Creditor's rights under the said Surety Bond shall beforfeited and We shall be relieved and discharged from all liabilities thereunder.

5.3. This Surety Bond will expire:

a) If the Principal Debtor is the successful Tenderer, upon Our receipt of the Performance Security and a copy of the Contract signed by the Principal Debtor and Creditor as issued by the Creditor; or

b) If the Principal Debtor is not the successful Tenderer, twenty-eight days after the expiration of the Tender validity period

If any of the above conditions are met, then the original Surety Bond shall be returned by the Creditor to the Surety Insurer.

Notwithstanding anything to the contrary contained herein, no obligation of the Surety Insurer to pay any amount under this Surety Bond shall arise prior to the fulfilment of the following conditions precedent:

a) Written claim/demand(s) in terms of this Surety Bond of an aggregate amount less than or equal to the Bond Value is/are made by the Creditor hereunder; and

b) Such written claim/demand(s) is/are delivered to the Surety Insurer on or before the expiry date.

6. GENERAL CONDITIONS

The Creditor shall have the absolute right to arrange his affairs with the Principal Debtor in any manner which the Creditor may deem fit and the Surety Insurer shall not have the right to claim his release from this Surety Bond on account of any conduct alleged to be prejudicial to the Surety Insurer, except for the limited extent specified in the Exclusions section.

6.1. **Fraud/Misrepresentation:** This Surety Bond shall be void and all premiums paid hereon shall be forfeited to the Surety Insurer in the event of misrepresentation, misdescription or non-disclosure of any material fact by the Principal Debtor, or in the event that any fraudulent claim is made under this Surety Bond or if any fraudulent means, or any false statements, declarations or devices are used by the Principal Debtor, or any one acting on their behalf, to obtain any benefit under this Surety Bond.

6.2. **Inspection:** The Surety Insurer may at any time, in connection with a loss or proof of a loss, examine or require to be produced copies of any corporate records or books, internal documents and correspondence, letters, or other documentation or records in whatever form and wherever situated in the possession or control of the Principal Debtor relating to or connected with this Surety Bond or to any transaction between the Principal Debtor and the Creditor. The Principal Debtor shall, at the request of the Surety Insurer, take any and all reasonable steps to obtain for the Surety Insurer any and all of the aforesaid information in the possession of any other person relating to or connected with this Surety Bond or any loss hereunder.

6.3. **Notices:** All notices provided for all purposes in connection with this Surety Bond shall be in writing vide any valid electronic mode of transmission (including by facsimile transmission) and given to the Principal Debtor and the Surety Insurer, as applicable, at the physical address stated in the Schedule, for the service of all notices for all purposes in connection herewith.

6.4. This Surety Bond is neither negotiable nor assignable/ transferable and shall expire in terms of 3.1, after which no claims will be considered or payable by the Surety Insurer. The original copy of this Surety Bond shall be returned to the Surety Insurer after it has expired.

6.5. This Surety Bond, with the written demand(s) made as per the Claims Process section, shall be regarded as a document acknowledging a fixed and determinate liability for the purpose of obtaining a court order.

6.6. **Law:** Surety Bond shall be governed by and is construed in accordance with Indian Law in all respects and the exclusive jurisdiction of Indian Court in respect of any matter relating to or arising out of this agreement.

6.7. **Sanction Clause:** No insurer shall be deemed to provide cover and no (re) insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment 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.

6.8. **Arbitration:** The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy.

Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

6.9. **Fraudulent Claims:** If any Insured shall give any notice or Claim cover for any Loss under this Policy knowing such notice or Claim to be false or fraudulent as regards amounts or otherwise, such Loss shall be excluded from cover under the

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Policy, and the Surety Insurer shall have the right, in its sole and absolute discretion, to avoid its obligations under or void this Policy in its entirety, and in such case, all cover for Loss under the Policy shall be forfeited, all premium shall be deemed fully earned and non-refundable and the Named insured shall reimburse the Surety Insurer for any payments made under this Policy

6.10. **Overriding effect of Policy Schedule OR Bond Certificate**

i) In case of any inconsistency in the terms and conditions in this Policy vis-a-vis the information contained in the Policy Schedule and Bond Certificate the information contained in the Bond Certificate shall prevail

ii) In case of any inconsistency in the terms and conditions in this Policy vis-a-vis the information contained in the Policy Schedule and General Agreement of Indemnity the information contained in the Policy Schedule shall prevail

6.11. **Cancellation of policy:**

The Policy can be Cancelled under the following conditions

(a) The Surety can cancel the Policy by sending the Insured a 30-day notice by registered letter at their last known address, in the event of misrepresentation, misdescription or non-disclosure of any material fact by the Insured, or in the event that any fraudulent claim is made under this Surety Bond or if any fraudulent means, or any false statements, declarations or devices are used by the Insured, or anyone acting on their behalf, to obtain any benefit under this Surety Bond. In this scenario no refund of premium shall be made.

(b) The Insured may cancel the Policy by sending a 30-days written notice to the Insurer, due to withdrawal or cancellation of the project by the Beneficiary for which the bid has been made. In this scenario the premium shall be refunded to the Insured after deducting administrative charges of INR 10000.

(c) The Insured cannot cancel the policy by themselves if there has not been a withdrawal or cancellation of the project by the Beneficiary

7. GRIEVANCE REDRESSAL MECHANISM

The Grievance Redressal Cell of the Company looks into complaints from policyholders. If the Insured has a grievance that the Insured wishes the Company to redress, the Insured may reach us at 022 4890 3009 (Paid).

Insured can also email us at services@indusindinsurance.com.

Alternatively, Insured can also approach to any of our branches or approach us through correspondence at following address.

IndusInd General Insurance,

Correspondence Unit, 301-302, Corporate House RNT Marg, Opposite Jhabua Tower, Indore, Madhya Pradesh, India - 452001.

An acknowledgement will be sent from the Grievance Redressal Cell within 3 days of the receipt of any complaint.

Every complaint will be registered, numbered, internally assigned, investigated and the Company's response notified within 15 days of receipt of complaint.

If insured is not satisfied by the resolution provided at above mentioned level he/ she can write an email to our nodal officer at grievances@indusindinsurance.com.

Even if the Insured is dissatisfied with the resolution provided by Nodal officer he/ she can write to Head Grievances at headgrievances@indusindinsurance.com

Further, the Insured may approach the nearest Insurance Ombudsman for redressal of the grievance. List of Ombudsman offices with contact details are attached below reference. For updated status, Please refer to website www.gbic.co.in

Address and contact number of Governing Body of Insurance Council Secretary General

Governing Body of Insurance Council

Jeevan Seva Annexe, 3rd Floor (Above MTNT), S. V. Road,
Santacruz (W), Mumbai – 400 054

Tel: 022-26106889/671/980

Fax: 022-26106949

Email: inscoun@gbic.co.in

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OMBUDSMAN OFFICE			
Office of the Ombudsman	**Address**	**Contact Details**	**Areas of Jurisdiction**
AHMEDABAD	Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 001.	Tel.: 079 - 27546150/27546139 Fax: 079 - 27546142 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, UT of Dadra & Nagar Haveli, Daman and Diu
BENGALURU	Office of Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560078.	Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003.	Tel.: 0755 - 2769201, 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneshwar – 751 009.	Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneshwar@cioins.co.in	Orissa
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017.	Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, UT of Chandigarh
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, Chennai – 600 018.	Tel.: 044 - 24333668 / 24335284 Fax: 044 – 24333664 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, UT - Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002.	Tel.: 011 - 23239633 / 23237532 Fax: 011 - 23230858 Email: bimalokpal.delhi@cioins.co.in	Delhi
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar Over Bridge, S.S. Road, Guwahati – 781001 (ASSAM).	Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004.	Tel.: 040 - 65504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana and UT of Yanam - a part of UT of Pondicherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005.	Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan
ERNAKULAM	Office of the Insurance Ombudsman, LIC OF INDIA, 10th Floor, 'Jeevan Prakash', Divisional Office, M. G. Road, Ernakulam, Kochi – 682011.	Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, UT of (a) Lakshadweep, (b) Mahe-a part of UT of Pondicherry.

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KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, Kolkata - 700 072.	Tel.: 033 - 22124339 / 22124340 Fax: 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, UT of Andaman & Nicobar Islands, Sikkim
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001.	Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkar Nagar, Sultanpur, Maharajgang, Sant Kabir Nagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharath Nagar.
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054.	Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector 15, Dist: Gautam Buddh Nagar, U.P. - 201301.	Tel.: 0120 - 2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Budha Nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiram Nagar, Saharanpur.
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna - 800 006.	Tel.: 0612 - 2680952 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030.	Tel.: 020 - 41312555 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

The updated details of Insurance Ombudsman are available on IRDA website: **www.irdai.gov.in**, on the website of General Insurance Council: **www.giccouncil.in**, our website **www.indusindinsurance.com**

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