## **CORRIGENDUM -4**



# E-Tender No – RFCL-28

## AMENDMENT TO NIT CLAUSES, ADD-ONS & REVISED S.O.R.

## <u>""INSURANCE COVERAGE FOR COMPREHENSIVE MEGA OPERATIONAL</u> POLICY, STAND ALONE TERRORISM POLICY FOR RFCL"

Tender Ref: E-TENDER NO: RFCL-28

## A) <u>AMENDED NIT CLAUSES</u>:

Page No. of Bid document s	No.	Existing	Read As
55		Under Section I (Material/Property Damage) 5% of the claim amount subject to minimum of Rs. 0.50 Crs. per Incident Under Section II (Business Interruption) 14 days of Standard Production of single Stream subject to Departmental Clause	Under Section I (Material/Property Damage) 5% of the claim amount subject to minimum of Rs. 0.50 Crs. per Incident Under Section II (Business Interruption) 14 days of Gross Profit (GP) for Fire Loss of Profit (FLOP) & 21 days of Gross Profit (GP) for Machinery Loss of Profit (MLOP) Departmental clause to be applicable.
56-57		Add on Covers	As per Annexure-I of this Corrigendum.
Addendum		Deductible against Stand Alone Terrorism This should form part of Page 59 where SI of SAT is given i.e. in the same pattern for MD / PD as given at Page 55 of Bid Document.	Deductibles against Stand Alone Terrorism Policy shall be: (a)Rs. 25 lakhs for Material/Property Damage (b) 7 days for Business Interruption.
93	5.4.2	Premium Adjustment	Upward adjustment of SI will be on pro- rate basis, only for one time, for the balance period of policy. BI refund will be as per standard practice.

59	Limit of Liability to be covered under STA: Rs. 2000 Crores (Each occurrence and in aggregate	Limit of Liability to be covered under STA: Rs. 5810 Crores (Each occurrence and in aggregate) Business Interruption (BI) under SAT will for 24 Months
124	SCHEDULE OF RATES (SOR) – UN- PRICED SECTION-VII	The template stands revised as SoR (Rev.0) and is attached herewith as Annexure-II. Bidder(s) shall be required to quote strictly in the revised format. Bids in revised SoR format shall only be considered for evaluation.
58	Claim History NIL Policy is being undertaken for the first time	Claim History NIL Policy is being undertaken for the first time Claim History against Marine cum Erection All Risk Policy 1. Two claims under Marine Policy having value less than Rs. 1 lakh each since settled by Insurer i.e. National Insurance Co. Ltd. 2. One fire claim in Utility Boiler for an estimated amount of Rs. 1.45 Crores however, the claim amount is yet to be finalized. 3. Inundation claim for an amount of Rs. 41.72 Crores has been lodged against which On account payment of Rs. 23.50 Crores stands settled by National Insurance Co. Ltd. All relevant documents have been submitted to appointed surveyor and surveyor is in advance stages of submission of their report.

## B) ADD-ON COVERS:

#### AMENDED LIST OF ADD ON COVERS

## Following are the details of Add-On Covers:

Annexure – I to Corrigendum-4

Sl.	ADD-ON	Sub – Limit (As	Dewiged Limit (DECL)	Annexure – 1 to Corrigenaum-4 Remarks / Revisions
51. No.	COVERS/EXTENSIONS/	Sub – Limu (As Per Tender)	Revised Limit (RFCL)	Kemarks / Kevisions
	CLAUSES	,		
(1)	(2)	(3)	(4)	(5)
1	Public Authorities/ Civil Authority / Local Authorities	Rs.5.00 Crs EEL	Rs.5.00 Crs in Aggregate	In explanation to this Add on in Bid document, amount be read as Rs 5crore in Aggregate.
2	Fire Fighting Expenses	Rs. 5 Crs	Rs. 5 Crs in Aggregate	The wording of explanation to this Add on, shall also include: - "Except as otherwise excluded herein Insurers shall be liable for the reasonable cost of foam solution and/or Chemical consumptions and/or other fire extinguishing materials lost, expended, damaged or destroyed, together with other reasonable costs incurred in fighting fire on the Property Insured hereunder, charges incurred in respect of Fire Fighting or Watchmen Services attendants at the scene of any fire and/or other events requiring their services in the event of circumstances giving rise to indemnifiable loss or damage by any of the perils insured under this Policy subject to a sublimit per loss as per schedule. Limit in Aggregate Rs 5 crore. No Deductible shall apply in respect of such expenses"
3	Property not on the Insured Premises	Rs.10.00 Crs. at any one location eel for P &M and stock (Premises to be declared / named)	Rs.10.00 Crs. at any one location EEL for P &M and stock (Premises to be declared / named) Rs. 30 Crs. Aggregate	The wording of explanation to this Add on, stands deleted. It shall be replaced as follows: - "Subject to the following provisions, the Property Insured by this Section of the Policy is covered whilst temporarily removed for cleaning, renovation, repair and other similar purposes, elsewhere on the same or to any other premises world-wide and in transit thereto and therefrom by air, road, rail or inland waterway and/or whilst temporarily stored elsewhere. 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 if and so far as it is otherwise insured, nor to Property held by the Insured in trust, other than machinery and plant.

				Subject to limit of Rs 10 crore EEL and aggregate Rs 30 crore."
4	Leakage and overflowing	Rs.20.00 Crs. EEL	Rs. 20 Crs. In Aggregate	The wording of explanation to this Add on, shall also include following with modified amount:- "It is hereby agreed that notwithstanding anything contained herein to the contrary, that this Policy extends to cover the loss of stock caused by accidental and fortuitous leakage and/or overflowing from any storage tank or vessel or pipelines subject to a limit of Rs. 20 crs in aggregate."
5	Contamination and Co- mingling of stocks	Rs.5 Crs. EEL	Rs. 5 Crs.in Aggregate	The wording of explanation to this Add on, shall also include following with modified amount:- "It is hereby agreed that notwithstanding anything contained herein to the contrary, that this Policy extends to cover loss or damage to stocks and stock in process as a result of accidental and fortuitous contamination and/or co- mingling whilst in the Insured's care, custody or control, subject to a limit of Rs.5 crore in aggregate."
6	Catalysts and Consumable whilst in Process	Rs. 90 Crs	Rs. 90 Crs in Aggregate (also included in MD SI)	The wording of explanation to this Add on, shall also include following: - "The value of Add on of Rs 90 crore towards catalyst, consumables whilst in process already included in MD SI. Subject to limit of Rs 90 crore on this account on Actual Basis, as per explanation"
7	Riot, Strike, Malicious Damage including Civil Commotion	Actual	Actual	
8	Spontaneous Combustion Clause	Rs 25 Crs EEL and in aggregate	Rs. 25 Crs in aggregate	In explanation to this Add on in Bid document, amount be read as Rs 25 crore in Aggregate.
9	Reinstatement Value Clause	As explained in clause	As explained in clause	
10	Waiver of Under Insurance		15% of SI	
11	72 Hours Clause	As explained in clause	As explained in clause	
12	Expediting expenses	Rs.10.00 Crs. EEL	Rs. 10 Crs in Aggregate.	In explanation to this Add on in Bid document, amount be read as Rs 10 crore

				in Aggregate.
13	Immediate Repair	Rs.2.00 Crs. EEL	Rs. 5 Crs in Aggregate	In explanation to this Add on in Bid document at, amount be read as Rs 5 crore in Aggregate.
14	Minor Works	Rs.20 Crs. AOP and in Aggregate. This includes related inland Transit of Consignment up to the limit Rs.5.00 Crs.	Rs.20 Crs. in Aggregate This includes related inland Transit of Consignment up to the limit Rs.5.00 Crs	In explanation to this Add on in Bid document, amount be read as Rs 20 crore in Aggregate. This includes related inland Transit of Consignment up to the limit Rs.5.00 Crs.
15	Inadvertent omission	Rs.5 Crs. EEL and Rs 20 Crs in aggregate Loss	Rs. 20 Crs. In Aggregate	The wording of explanation to this Add on, shall also include with modified amount as follows: - "Omission to Insure additions, alterations or extensions as per standard wordings. Subject to limit of Rs 20 crore in aggregate."
16	Architects' Surveyors & Consulting Engineers' fees	5% of the Claim amount subject to Rs.5.00 Crs. EEL	Rs. 5 Crs in Aggregate	In explanation to this Add on in Bid document, limit be read as 5% of claim amount subject to limit of Rs 5 crore in Aggregate.
17	Capital additions without additional Premium	Up to Rs.100 Crs. Nil premium; Pro- rata Additional Premium chargeable after Rs.100 Crs.	Rs. 5 Crs in Aggregate	In explanation to this Add on in Bid document, amount limit be read as Rs 5 crore in Aggregate.
18	Reinstatement of sum insured following a claim	Actual, subject to payment of Reinstatement Premium at the time of settlement of claim	payment of Reinstatement Premium at the time of	
19	Temporary removal of property	Limited to Rs.5 Crs. EEL		In explanation to this Add on in Bid document, amount limit be read as Rs 5 crore in Aggregate.
20	ExpensestowardsLossPrevention/	Rs.5 Crs. each and every loss	Rs. 5 Crs in Aggregate	<b>The following words as given in Clause 3.10 Page 80, stands deleted:</b> "The expense so incurred which include shut down and startup costs shall be

	Minimization			borne by the Insurer up to a maximum of Rs 25 crs each and every loss." Further, amount limit as indicated in this clause be read as Rs 5 crore in Aggregate.
21	Deliberate damage	Limited to Rs.5 Crs. EEL	Rs. 5 Crs. In Aggregate	In explanation to this Add on in Bid document, amount limit be read as Rs 5 crore in Aggregate.
22	Shut down / Startup Expenses	Rs.30.00 Crs. EEL	Rs. 80 Crs in Aggregate	In explanation to this Add on in Bid document, amount be read as Rs 80 crore in Aggregate without limit towards EEL.
23	Plans, Documents and Computer Records	Rs.5.00 Crs. EEL	Rs. 5 Crs In Aggregate.	In explanation to this Add on in Bid document, amount be read as Rs 5 crore in Aggregate.
24	Removal of Debris & Demolition including clean up expenses	Rs.5 Crs .EEL excluding Foreig n Debris	Rs. 15 Crs. In Aggregate	In explanation to this Add on in Bid document, amount limit be read as Rs 15 crore in Aggregate.
25	Obsolete Parts	Actual	As explained in the clause	
26	Newly Acquired Property	Rs. 5 Crs.	Rs. 5 Crs.in Aggregate, based on payment of proportionate payment of premium	
27	Damage to Electric Lines	Actual	Rs. 5 Crs. In Aggregate	This add on shall also include Transmission Line. In explanation to this Add on in Bid document, amount limit be read as Rs 5 crore in Aggregate.
28	Archives	Rs.5.00 Crs.EEL	Rs.5 Crs. In Aggregate	In explanation to this Add on in Bid document, amount be read as Rs 5 crore in Aggregate.
29	Decontamination and Pollution Clean up	Rs.10 Crs. EEL and in aggregate, only due to sudden and accidental damage	<i>Rs. 10 Crs in Aggregate</i>	In explanation to this Add on in Bid document, amount limit be read as Rs 10 crore in Aggregate.
30	Cranes / Fire Brigades	Actual	Rs. 5 Crs.in Aggregate	In explanation to this Add on in Bid document, amount limit be read as Rs 5 crore in Aggregate.
31	Technological Improvement	Actual	Rs. 5 Crs.in Aggregate	In explanation to this Add on in Bid document, amount limit be read as Rs 5 crore in Aggregate.
32	Leak Search Costs	Rs.5.00 Crore EEL	Rs. 5 Crs. In Aggregate	In explanation to this Add on in Bid document, amount limit be read as Rs 5 crore

				in Aggregate.
33	Tax and Custom Duty Clause	Actual	As explained in clause	
34	Designation of Property Clause	As explained in clause	As explained in clause	
35	Escalation Clause	5% of SI	5% of SI	
36	Additional Custom Duty	Rs.5.00 Crs.EEL subject to original Custom Duty be included in TSI	,	In explanation to this Add on in Bid document, amount limit be read as Rs 5 crore in Aggregate.
37	Property under Consignment, care, Custody	Rs.5 Crs.EEL	Rs.5 Crs in Aggregate	In explanation to this Add on in Bid document, amount be read as Rs 5 crore in Aggregate.
38	Increased Cost of Construction and Demolition Cost	As explained in clause	As explained in clause	
39	Spoilage Material Cover for Machinery & Stock	Rs. 20 Crs each & every loss.	Rs. 20 Crs. In Aggregate	In explanation to this Add on in Bid document, amount limit be read as Rs 20 crore in Aggregate.
40	Aggravation Clause	As explained in clause	As explained in clause	<b>The wording of explanation to this Add on, shall also include following: -</b> "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"
41	Property & Plant Testing	As explained in clause	As explained in clause	
42	Professional Fees	As explained in clause	As explained in clause	Subject to limit of 5% of the Claim amount and Rs. 5 Crs. in Aggregate
43	Prevention of access	As Explained in clause	As Explained in clause	
44	Customers / Suppliers and Utilities Extension	As explained in clause	-	The wording of explanation to this Add on at Page 91 & 92 of bid document stands deleted and replaced with following wordings: -

45	Accumulated Stock Clause	As explained in	As explained in clause	"This Section is extended to cover the Insured's loss resulting from 'Damage' as herein defined occurring at the premises of any of the Insured's customers and/or suppliers, including suppliers of electricity, gas, water and steam anywhere between Customers / Suppliers/ Utilities premises and the Insured's premises. These premises would deem to include pipelines belonging to and used for supplying gas from the premises of supplier of the Gas as well as the state authorities. The Limit of Liability: (i) Premises of Named Customers and Suppliers for a maximum limit of 20% of Limit of Indemnity (Business Interruption Sum Insured / Loss Limit). Coverage to be Restricted to damage due to FLEXA Perils, AOG Perils, Bursting of pipes and other accidental and fortuitous events . Note: First Tier suppliers/customers will be those with whom the insured has entered into a written contract to procure or supply on the date of commencement of the policy or subsequently."
45	Accumulated Slock Clause	clause	As explained in clause	
47	Premium Adjustment Clause	As explained in clause	As explained in clause	
48	Alternative basis Clause	As explained in clause	As explained in clause	This clause may also be referred as Alternative Settlement Clause
49	Departmental clause	As explained in clause	As Explained in clause	
50	Delayed Indemnity Period Clause	As explained in clause	As explained in clause	
51	On Account Payment of Claims	As explained in clause	As explained in clause	
52	Claim Preparation clause	Rs.25 lac EEL, as explained in the clause	Rs. 5 Crs. In Aggregate	In explanation to this Add on in Bid document, amount limit be 2.5% of claim amount with ceiling of Rs 0.25 crore each claim and Rs 5 crore in Aggregate.
53	Agreed Bank Clause	As explained in clause	As explained in clause	
54	Alternative premises,	As explained in	As explained in clause	

		clause		
55	New Business Clause,	As explained in	As explained in clause	
		clause		
56	Repairing & removal cost including Dewatering but excluding foreign debris.	As explained in clause	Rs. 5 Crs In Aggregate	To be read as Rs 5 crore in Aggregate.
57	Nominated adjuster clause (List of adjuster will be provided to the L1 bidder).	As explained in clause	As explained in the clause	
58	Damage of Lubricant oil and Refrigerant	<i>Rs.</i> 5 <i>Crs.</i>	Rs. 5 Crs.in Aggregate	To be read as Rs 5 crore in Aggregate.
59	Damage to Refractory Material	<i>Rs.</i> 5 <i>Crs.</i>	Rs. 5 Crs. In Aggregate	To be read as Rs 5 crore in Aggregate.
60	Electronic Equipment	Rs. 10 Crs.	Rs. 10 Crs In Aggregate.	To be read as Rs 5 crore in Aggregate.
61	Margin Clause	10% of Sum Insured	5% of Sum Insured	
62	Suppliers Business Interruption	Rs. 30 Crs.	Deleted. Not required.	Deleted. Not required.
63	OEM/Third Party Inspection Charges	Rs. 5 Crrs.	Rs. 5 Crs in Aggregate.	To be read as limit of Rs 5 crore in Aggregate.
64	Pair & Set	Actual	Rs. 5 Crs. In Aggregate	In the event of Insured loss or damage to personal property, this policy shall insure the resulting reduction in value of the remaining undamaged components or parts of products customarily sold as individual units or sold as pairs, sets, lots or in ranges. At the insured's option, the insured may collect the full value of the pair or set provided the insured tenders the remaining article or articles of the pair and set to the insurer To be read as limit of Rs 5 crore in Aggregate.
65	Damage to Operating Media	<i>Rs.</i> 5 <i>Crs.</i>	Rs. 5 Crs. In Aggregate	To be read as limit of Rs 5 crore in Aggregate
ADD	DENDUM TO ADD ONS			
66	Additional Increase in cost of working		<i>Rs 5 crore in aggregate</i>	ADDITIONAL INCREASE IN COST OF WORKING: It is hereby agreed and declared that notwithstanding anything contained herein to the contrary, this coverage extends to cover costs and expenses necessarily and reasonably incurred during the indemnity period in consequence of the 'Damage' and not otherwise payable under Increased cost of working for the purposes of maintaining the business. Limit: 10% of Limit of Indemnity (BI Sum Insured /

					Loss Limit) subject to a maximum of Rs. 5 Crores
67	Expiration Clause			As explained	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
68	Waiver 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 Insured (and/or their subcontractors) during the policy period but only in respect of the normal maintenance activities of the Insured. Normal maintenance shall be deemed to include work during normal shutdowns and the bringing up from normal shutdowns.
69	Impact Damage Clause			Full SI	
70	Interdependency Clause	Rs. 5 Crs. Aggregate	in	Rs. 5 Crs. in Aggregate	If damage or destruction to any of the Insured's premises/ property should result in suffering a reduction in turnover or increase in cost of working of another Insured locations/premises which is dependent on the former Insured's premises/ property, then such loss is deemed to be covered by this Policy notwithstanding that no material damage was sustained by the latter premises/property provided that independent trading results for each production unit is separately
71	Customers / Suppliers and Utilities Extension	As explained clause	in	As explained in clause	Bidder(s) is/are to note that GAIL is delivering gas at Kunchnapalli to the Gas Transporter of RFCL i.e. GITL for transporting Gas upto RFCL Battery Limit (GITL pipeline length upto RFCL battery limit is about 369 KMs) through Gas pipeline, owned & is having Insurable interest in the pipeline as refereed under clause 6.1.1.3 of Scope of Work for MEGA Policy however, GITL will also be RFCL's First Tier supplier for the purpose of the policy The Limit of Liability: (i) Premises of Named Customers and Suppliers, <b>including</b> GITL as Transporter, for a maximum limit of 20% of Limit of Indemnity (Business Interruption Sum Insured / Loss Limit). Coverage to be Restricted to damage due to FLEXA Perils, AOG Perils, Bursting of pipes and other accidental and fortuitous events . Note: GITL shall also be the First Tier suppliers with whom insured has entered into a written contract to transport Gas from the date of commencement of the policy."

		The successful Lead Insurer shall be required to arrange this Add on within 30 days from the date of Letter of Intent issued by RFCL for arranging this specific cover from reinsurer, for which actual premium, if required to be paid separately by Lead Insurer to reinsurer, shall be reimbursed to Lead Insurer. This shall be considered as part of Add on mentioned at Sr. No. 44 above. However, Lead insurer is required to intimate RFCL such premium, if applicable to assess reasonability and convey acceptance to Lead Insurer. RFCL reserves the right to negotiate such premium with reinsurer in consultation with and on behalf of Lead Insurer, before agreeing on such premium.
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#### Important Notes:

- 1. Bidders will be advised to strictly quote taking into account the Add on Limits mentioned in Column 4 of above Table. Further, value of coverage of each Add on, wherever mentioned in the Bid documents stands modified to that extent.
- 2. It is once against re-iterated that the limits revised in Corrigendum-4 shall supersede all other limits of Add on covers wherever mentioned in the Bid Documents and wherever loss limit is subject to EEL same has been mentioned specifically.

	Name of the Bidder:
Annexure – II to	
Corrigendum-4	
e-TENDER No.: RFC	L-28
	SCHEDULE OF RATES [SOR] – UN-PRICED (REV.0)
	SECTION – VII
NAME OF WORK:	"INSURANCE COVERAGE FOR COMPREHENSIVE MEGA OPERATIONAL

POLICY, STAND ALONE TERRORISM POLICY FOR RFCL".

#### NAME OF BIDDER:

Sl. No.	Service Descriptions	Sum Insured (Rs Crs.)	Per mille Rate		Premium Amount (Rs) [Excluding GST]	
		(A)	(B)		(C)	
			In figure	In Words	In figure	In words
1	Comprehensive Mega Operational Insurance Policy for Sum Insured amount of Rs. 5810 Crore	5,810	TO BE QUOTED IN FINANCE FOLDER			
	[Detail as per SCC & Scope of Work]	5,0				
2	Stand Alone Terrorism Policy for Sum Insured amount of INR. 5810 Crore [Detail as per SCC & Scope of Work]	5,810	TO BE QUOTED IN FINANCE FOLDER			
Total Pro	emium amount exclusive o	of GST [CG	ST+SGST (	or IGST](In figure)		
<b>Total Premiun</b>	n amount excluding GST [	CGST+SG	ST or IGST	][in Words]	ſ	
Applicable GST [CGST+SGST or IGST] Rate in [%]						%
	GST [C	GST+SGS2	[ or IGST]	Amount (Rs)		
Total Pr	emium amount inclusive o	of GST [CG	ST+SGST	or IGST](In figure)		
Total amount	including GST [CGST+SC	GST or IGS	T] [in Word	ls]		

#### Important Note:

- 1. Bidder(s) is/are required to strictly quote in this revised Format (Rev.0).
- 2. Bidders to Note that quoted premium inclusive of all as per SOW & SCC (including all Add on), except for a specific Add On Sr. No. 71 of Corrigendum - 4, forming part of Bid Documents. Details and terms & conditions applicable for this Add-On is mentioned against Add-On No. 71

## CHECK LIST OF SOR (Rev.0)

Note to above SOR:

- 1. Quoted rates should be as per Scope of Work.
- 2. Bidders are required to quote the rates strictly as per the above SOR and not to use any other format and all SOR item needs to be quoted.
- 3. Rates should be quoted including all taxes **excluding** GST as above. GST is payable on submission of proper GST Invoice.
- 4. The rates can be quoted upto four decimals only. In case, the rate quoted by bidder beyond four decimals, the figures beyond four decimals shall be ignored without rounding off.

Name of authorized person submitting the tender on behalf of the Bidder :	
Designation of authorized person:	
Name of firm / Contractor: Address of firm / Contractor:	
Autress of firm / Contractor.	
Date:	

Important Note:

- 1. Bidder(s) is/are required to strictly quote in this revised Format (Rev.0).
- 2. Bidders to Note that quoted premium inclusive of all as per SOW & SCC (including all Add on), except for a specific Add On Sr. No. 71 of Corrigendum - 4, forming part of Bid Documents. Details and terms & conditions applicable for this Add-On is mentioned against Add-On No. 71

All other terms & conditions of tender document remain unaltered. For further details, visit website: <u>http://rfcl.co.in/opentender.php</u> & <u>www.tenderwizard.com/RFCL</u>. Any Corrigendum / Addendum (s) to this Notice shall be published on RFCL's website / e-tender portal only. The tenders will be submitted online on the web site <u>www.tenderwizard.com/RFCL</u> only.

For & behalf of RFCL

(Sanjay Grover) Manager (F&A)