

***“INSURANCE COVERAGE FOR RFCL”***

1)	<b><i>MEGA ALL RISK POLICY</i></b>
2)	<b><i>STAND ALONE TERRORISM POLICY</i></b>
3)	<b><i>CONSTRUCTION EQUIPMENT POLICY (OWNERS PLANT &amp; MACHINERY)</i></b>
4)	<b><i>COMMERCIAL GENERAL LIABILITY POLICY</i></b>

***OPEN DOMESTIC TENDER THROUGH e-MODE***

<b><i>Tender Submission Date &amp; Time</i></b>	<b><i>:</i></b>	<b><i>15.07.2022 at 16.00 Hrs</i></b>
<b><i>Tender Opening Date &amp; Time</i></b>	<b><i>:</i></b>	<b><i>25.07.2022 at 15:00 Hrs</i></b>

## IMPORTANT

*PLEASE NOTE THAT THIS "REQUEST FOR QUOTATION [RFQ]" IS ON "ZERO-DEVIATION" BASIS. 'RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED (RFCL) WILL ACCEPT OFFERS BASED ON TERMS AND CONDITIONS OF THIS "REQUEST FOR QUOTATION [RFQ] & TENDER DOCUMENT" ONLY. DEVIATION TO TERMS AND CONDITIONS OF "REQUEST FOR QUOTATION [RFQ] & TENDER DOCUMENT" MAY LEAD TO REJECTION OF OFFER.*

*"INCOMPLETE BIDS SHALL NOT BE CONSIDERED"*

*PRIOR TO DETAILED EVALUATION, PURSUANT TO "BID EVALUATION AND REJECTION CRITERIA", RFCL WILL DETERMINE THE SUBSTANTIAL RESPONSIVENESS OF EACH BID TO THE "RFQ & TENDER DOCUMENT". FOR THE PURPOSE OF THIS, A SUBSTANTIALLY RESPONSIVE BID IS ONE WHICH CONFORMS TO ALL THE TERMS AND CONDITIONS OF THE BIDDING DOCUMENTS WITHOUT 'DEVIATIONS' OR 'RESERVATIONS / EXCEPTIONS'. RFCL'S DETERMINATION OF A BID'S RESPONSIVENESS IS BASED ON THE CONTENT OF THE BID ITSELF, WITHOUT RECOURSE TO EXTRINSIC EVIDENCE.*

*'TECHNICAL' AND/OR 'COMMERCIAL' QUERY(S), IF REQUIRED, MAY BE RAISED ON THE BIDDER(S) – THE DECISION FOR WHICH WILL BE SOLELY BASED ON CIRCUMSPECTION BY 'RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED'. HOWEVER, ISSUANCE OF REQUEST FOR SUCH 'CLARIFICATIONS' SHALL NOT BE RESORTED TO MORE THAN 'ONCE'. THE 'RESPONSE(S)' TO THE SAME SHALL BE IN WRITING AND NO CHANGE IN THE 'PRICE(S)' OR 'SUBSTANCE' OF THE BIDS SHALL BE SOUGHT, OFFERED OR PERMITTED. THE SUBSTANCE OF THE BID INCLUDES BUT NOT LIMITED TO PRICES, COMPLETION, SCOPE, TECHNICAL SPECIFICATIONS, ETC.*

*BIDDERS ARE REQUESTED TO NOT TO TAKE ANY 'DEVIATION/EXCEPTION' TO THE TERMS AND CONDITIONS LAID DOWN IN THIS "RFQ & TENDER DOCUMENT", AND SUBMIT ALL REQUISITE DOCUMENTS AS MENTIONED IN THIS "RFQ & TENDER DOCUMENT", FAILING WHICH YOUR OFFER WILL BE LIABLE FOR REJECTION.*

e-TENDER NO: RFCL-\_\_\_

**“INSURANCE COVERAGE FOR COMPREHENSIVE OPERATIONAL POLICY, STAND ALONE TERRORISM POLICY FOR RFCL”.**

**FAQ**

**[QUESTIONS AND ANSWERS]**

<b>SL NO.</b>	<b>QUESTIONS</b>	<b>ANSWER</b>
1	Where the bidder can see the Tender floated by RFCL?	Yes, please visit website: <a href="https://rfcl.abcprocure.com">https://rfcl.abcprocure.com</a> for complete details of tender document including qualifying requirements, important dates, etc.
2	Whether Hard copies of Bids are acceptable?	No, Bids shall be submitted <b>only through e-tender mode</b> in the <b>e-TENDER PORTAL</b> (: <a href="https://rfcl.abcprocure.com">https://rfcl.abcprocure.com</a> ) in the manner specified elsewhere in tender document. <b>No Manual/ Hard Copy) of offer/bid is acceptable.</b>
3	Whether EMD are prerequisite for qualification of bidder in any tender?	Not applicable
4	Is there any guideline / instructions how to prepare EMD and Security Deposit?	Not applicable
5	Is there any exemption in submission of EMD and Security Deposit?	Not applicable
6	Whether PSU (Public Sector Undertaking) are exempted from submission of EMD	Not applicable
7	If in e-tendering, a bidder has not uploaded the scanned copy of EMD, however, he has submitted the EMD in hard copy within 7days of bid opening, whether bid will be accepted or not ?	Not applicable
8	Whether Late bid can be considered?	No
9	Whether Pre-bid Meeting is a part of all tenders to clarify the doubts, queries, comments, etc (if any) pertaining to that tender?	Yes, after floating of tender, pre-bid meeting shall be held as specified in Section-I, IFB of Tender Document and process thereof.
10	Is BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) a part of tender and a Pre-requisite of qualification of bidder in the instant tender?	Yes, Bid Evaluation Criteria/Bidder's Eligibility Criteria is a part of tender and a prerequisite of qualification of bidder in the instant tender.
11	In which mode of bidding/tendering, BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) a part of tender and a prerequisite of qualification of bidder in any tender?	BEC is included in tenders floated on Open Tender.
12	Is there any Criteria for formulation of BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) which is incorporated in Tender?	Yes, suitable BEC-technical is incorporated in tender to ascertain the experience & BEC- Financial is also incorporated in tender to ascertain the financial capability of bidder which is a qualifying criteria of tender depending upon the job requirement.
13	Whether BEC can be relaxed for any bidder after opening of Bids?	No relaxation is permitted for inclusion of any bidder (s) who do not meet the criteria in entirety.

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***भरत-1***  
***SECTION – I***

***INVITATION FOR BIDS [IFB]***

**SECTION – I**

**INVITATION FOR BID [IFB]**

To,

Dt. 15<sup>th</sup> Jul'2022

**PROSPECTIVE BIDDERS**

**SUB: “INSURANCE COVERAGE FOR COMPREHENSIVE OPERATIONAL POLICY & STAND ALONE TERRORISM POLICY FOR RFCL”.**

**e-TENDER No.: RFCL-\_\_\_\_\_**

**Dear Sir/Madam,**

1.0 Ramagundam Fertilizers And Chemicals Limited, invites bids from eligible bidders for the subject policies, in complete accordance with the following details and enclosed Tender Documents.

2.0 The brief details of the tender are as under:

I. PERIOD OF POLICIES	For a period of one year w.e.f. 8 <sup>th</sup> Aug'2022
II. TENDER FEE	NOT APPLICABLE
III. EARNEST MONEY DEPOSIT (EMD)	NOT APPLICABLE
IV. BID DUE DATE & TIME	15.07.2022 up to 16.00 Hrs.
V. SALE PERIOD OF BID DOCUMENT	NOT APPLICABLE
VI. OPENING OF UNPRICED BID	25.07.2022 at 15:00 Hrs.
VII. VALIDITY OF OFFER UPTO	90 DAYS from the date of opening of unpriced bid.
VIII. VENUE FOR OPENING OF UNPRICED BIDS	Ramagundam Fertilizers And Chemicals Limited. 4 <sup>th</sup> Floor, Wing-A, KRIBHCO BHAWAN, Sector-1, Noida-201 301
IX. MODE OF TENDERING	Domestic Competitive Bidding through e-Mode (Under Two Part Bid System Basis) with uploading in Website <a href="http://www.tenderwizard.com">www.tenderwizard.com</a> : <a href="https://rfcl.abcprocure.com">https://rfcl.abcprocure.com</a> upto 15.07.2022 by 16.00 hrs and opening scheduled for 15:00 hrs on 25.07.2022.

3.0 In case of the days specified above happens to be a holiday in RFCL, the next working day shall be implied.

4.0 Bids must be submitted strictly in accordance with Clause No. 9 of ITB (Section-II). As this being an online tender, please refer **INSTRUCTIONS FOR PARTICIPATION IN e- TENDER**. The IFB is an integral and inseparable part of the bidding document.

5.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.

- 6.0 Any bidder, who meets the Bid Evaluation Criteria (BEC)/Bidder's Eligibility Criteria(BEC) and wishes to quote against this tender, may download the complete bidding document along with its amendment(s) if any from Website <https://rfcl.abcprocure.com> and submit their Bid complete in all respects as per terms & conditions of Tender Document on or before the due date of bid submission in e-mode.
- 7.0 Clarifications, if any, required shall be raised through e-mail latest by 20.07.2022 and shall be suitably replied. Please note that no further queries shall be entertained after 20.7.2022.
- 8.0 Corrigendum(s)/Addendum(s), if any, shall be available on above referred website. Bidders are requested to update themselves with the issued corrigendum(s)/Addendum(s). Please note that corrigendum/Addendum, if any, issued shall be part of Technical Bid Document and the same shall also be submitted duly signed and stamped by the Authorized Official of Bidder(s). Non – submission of acceptability of corrigendum(s)/Addendum(s) shall lead to rejection of Bid.
- 9.0 RFCL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

*For & on behalf of*  
**Ramagundam Fertilizers And Chemicals Limited**

**[Yogesh Kumar]**  
**Dy. General Manager [F&A]**  
**E-mail: [yogesh@rfcl.co.in](mailto:yogesh@rfcl.co.in)**

***भण – II***  
***SECTION-II***

***BID EVALUATION CRITERIA [BEC]***



## SECTION-II

### BID EVALUATION CRITERIA [BEC]

#### 1.1 BEC – Technical

1.1.1 The bidder must be a **registered Indian Insurer** in accordance with the Insurance Act and approved by IRDA (Insurance Regulatory & Development Authority) as Non-Life Insurer and should have a license to carry out Insurance Business in India under non-life insurance sector.

1.1.2 The bidder must have executed and completed at least **One Large / Risk Insurance Cover**, of sum insured in excess of **INR 2,500 Crores** in any single location, as **Lead Insurer** in Oil & Gas Sector / Petrochemical / Chemical & Fertilizer Sector in preceding 7 years reckoned from the due date of submission of bid.

#### 1.2 BEC- Financial:

##### 1.2.1 GROSS WRITTEN PREMIUM:

The **Gross Written Premium** of the bidder must have **minimum value** as shown in the table below in any of the three (03) preceding financial years ending on 31st March '2021. i.e. **FY: 2020-2021, 2019-2020 & 2018-2019**.

Sl. No.	Brief Description	Amount
1	Minimum value of Gross Written Premium	Rs. 2500 Cr.

##### 1.2.2 NET WORTH

Sl. No.	Brief Description	Amount
1	Net worth for year 2020-21	Positive

1.3 Bidder should have Solvency Ratio of **1.5 (One point Five)** as on 31<sup>st</sup> March '2021 for which necessary documentary evidence is required for submission.

(All Public Sector Insurance Companies dealing in General Insurance Business are exempted from the requirement under 1.3 above however, shall be required to submit the Form NL-26 (Solvency Margin) duly authorized by the Authorised official or any other document under public disclosure filed with IRDAI for establishing Solvency ratio.)

1.4 **Documents/Documentary Evidence required** to be submitted by bidder along with the other bid documents for qualifying the BEC mentioned at **Sl. no. 1.1 & 1.2:**

<b>Sr. No.</b>	<b>BEC Clause no.</b>	<b>Description</b>	<b>Documents required along with Unpriced bid for qualifying BEC (Bidder's Eligibility Criterion)</b> <i>[All documents must be duly authenticated/ attested]</i>
1.	1.1.1	Registered Indian Insurer as Non-Life Insurer	Bidder needs to upload copy of <b>latest registration certificate / license issued by IRDA</b> (along-with copy of IRDA Acknowledged Receipt (for annual renewal fees for current year) showing that the bidder is a registered entity as Non-Life Insurer and has a license to carry out Insurance Business in India under non-life insurance sector for meeting BEC, along with other related documentary evidence issued by IRDA for discontinuance of issuing registration certificate on year basis.
2	1.1.2	Experience against Execution of 'Operational Policy or Fire Insurance Cover' as Lead Insurer	Bidder needs to upload copy of Insurance Policy clearly showing the bidder as Lead Insurer & sum insured along with the risks covered so as to comply the stipulation of BEC under reference. <b>Refer Form F-9.</b>
3	<b>1.2</b>	<b>Financial Experience Criteria- Document</b> Bidder(s) can upload their relevant Extracts <b>ONLY</b> of respective Annual Reports.	
4	1.2.1	Annual Turn-over	Bidder needs to upload copy(s) of <b>ONLY Relevant Extracts of audited financial statement bearing UDIN Number (applicable from Jul19 onwards)</b> (Balance sheet and Profit & Loss account statement) of the preceding three (3) Financial Year(s), i.e. <b>FY: 2020-2021, 2019-20 &amp; 2018-2019.</b>
5	1.2.2	Net worth	Bidder needs to submit / upload copy(s) of <b>ONLY Relevant Extracts of audited financial statement bearing UDIN Number (applicable from Jul'19 onwards)</b> (Balance sheet and Profit & Loss account statement) of last audited Financial Year, i.e. <b>FY: 2020-21.</b>
6	1.3	Solvency Ratio	Form NL-26 (Solvency Margin) as on 31 <sup>st</sup> March '2021 duly authorized by the Authorised official or any other document under public disclosure filed with IRDAI for establishing Solvency ratio.
7		Format, F-14	Integrity Pact duly signed & stamped by the Authorised Signatory and by the witnesses.
8		Format, F-4	Power of Attorney (Letter of Authority)
9		Undertaking for declaration of Capacity	Format 1.1 & 1.2
10		Support Letter from Re-insurer	Format 2.1 & 2.2
11		Undertaking (in case applicable)	Format 3

Note to above **Bidder's Eligibility Criteria (point no. 1.0):**

**(a) Original documents/credentials pertaining to BEC should be available with the bidder for verification of the same, if so desired by RFCL.**

**(b) The cut-off date for meeting the criteria of BEC of the tender shall be due date of Bid**

**Submission.**

**2. METHODOLOGY FOR EVALUATION OF BIDS:**

**Evaluation of Bids For Determining Inter-Se Position And Award:**

- 2.1 RFCL will evaluate and compare the Price bids of the techno-commercially qualified bidders whose bids are determined to be substantially responsive.
- 2.2 The evaluation will be done on overall basis. Total quoted price excluding GST of all the Techno-Commercially Acceptable Bidder(s) shall be considered for evaluation.
- 2.3 The bid document is for policies as mentioned above. Accordingly, bidder **must quote for all the policies mentioned above for 100% coverage as per scope for all the policies]** and qualify for the same.
- 2.4 Bids shall be evaluated on overall L-I basis including GST. Input tax credit towards GST will not be considered for evaluation of bids.
- 2.5 In case of tie between bidders, preference would be given for award based on highest **Gross Written Premium in FY 2020-21.**
- 2.6 **The techno-commercially qualified bidder with the lowest total evaluated amount (For MEGA + SAT+CPM (Owners Plant & Machinery) + CGL) shall be the lead insurer/lead insurance company. Co-insurance shall be as per clause 3.1.**
- 2.7 **Bidders to note that RFCL has appointed M/s Marsh India Insurance Brokers Pvt. Ltd. (MARSH) as their sole and exclusive Insurance Broker of the Company. Therefore, all bidders are requested to coordinate with M/s Marsh India Insurance Brokers Pvt Ltd. for any clarifications. Successful bidders shall have the responsibility of servicing the policy as well as claims with due coordination of M/s Marsh India Insurance Brokers Pvt limited. Brokerage to MARSH shall be paid maximum as per IRDAI norms.**

**Contact Officials of MARSH:**

<i>Name</i>	<i>Contact Number</i>	<i>Mail ID</i>
<i>Dhirendra Vaish</i>	<i>+91 88606 41712</i>	<a href="mailto:Dhirendra.Vaish@marsh.com"><i>Dhirendra.Vaish@marsh.com</i></a>
<i>Pranshu Sharma</i>	<i>+91 70459 40826</i>	<a href="mailto:Pranshu.sharma@marsh.com"><i>Pranshu.sharma@marsh.com</i></a>
<i>Gautam Pant</i>	<i>+91 85888 23969</i>	<i>Gautam.pant@marsh.com</i>

**3 Sharing & Award Criteria:**

**3.1 Methodology to be adopted for sharing & award of contract will be as follows:**

- 3.1.(a) RFCL retains the right to place the insurance under co-insurance arrangement in the manner as it deems fit. The ratio of sharing the insurance premium would be at 50:25:15:10, where 50% share would be for the L-1 bidder and the remaining 25%, 15% & 10% to L-2, L-3 and L-4 bidder respectively (in the order of hierarchy) subject to their matching of L-1 rates. If any of the bidders at L-2, L-3 & L-4 fails to match L-1 rates then the bidders beyond L-4 (in their order of Hierarchy) may be considered for allocation of share in the above ratio for matching L-1 rate. **L-1 bidder shall be required to undertake the balance share left for which co-insurance arrangement could not be made.**
- 3.1.(b) In case number of techno-commercially acceptable bidders is less than 4 (four), including the L-1 bidder, L-1 bidder shall be required to undertake the balance share left for which co-insurance arrangement could not be made. In case no other bidder accepts co-insurance share, then 100% share will be placed with L-1 bidder and it will be binding on the L-1 bidder to accept the rest of 50% share.

3.1.(c) *In both cases above, in case no other bidder accepts co-insurance share, then 100% share will be placed with L-1 bidder and it will be binding on the L-1 bidder to accept the rest of 50% share. **In the event L-1 bidder backs out, such bidder shall be black listed for a period of three years and will not be allowed to participate in any of the Insurance Tenders of RFCL for three years APART FROM OTHER REMEDIES AVAILABLE TO RFCL.***

3.1.(d) *The lead insurer will be solely & legally responsible to RFCL for effective execution of the Contract including coordination with RFCL, Co-Insurer etc. for collection of premium, issue of Policy Documents and prompt Claim settlements.*

**NOTE TO "BID EVALUATION CRITERIA [BEC]"**  
**[FOR STRICT COMPLIANCE]**

- [I] BIDDERS MUST FURNISH ALL RELEVANT CERTIFICATES / DOCUMENTS / INFORMATION IN SUPPORT OF THEIR CREDENTIALS TO THE ABOVE "ELIGIBILITY CRITERIA" ALONGWITH THE 'OFFER', FAILING WHICH THE 'OFFER' MAY BE REJECTED, SUMMARILY.**
  
- [II] BIDDERS NOT MEETING ANY OF THE ABOVE- MENTIONED CRITERIA SHALL BE REJECTED WITHOUT ASSIGNING ANY REASON.**

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***भाग – III***  
***SECTION-III***

***INSTRUCTION TO BIDDERS [ITB]***  
***AND FORMATS***

### **SECTION-III INSTRUCTION TO BIDDERS**

#### **[A] GENERAL:**

1. *SCOPE OF BID*
2. *ELIGIBLE BIDDERS*
3. *COST OF BIDDING & TENDER FEE*
4. *SITE-VISIT*

#### **[B] BIDDING DOCUMENTS:**

5. *CONTENTS OF BIDDING DOCUMENTS*
6. *CLARIFICATION OF BIDDING DOCUMENTS*
7. *AMENDMENT OF BIDDING DOCUMENTS*

#### **[C] PREPARATION OF BIDS:**

8. *LANGUAGE OF BID*
9. *DOCUMENTS COMPRISING THE BID*
10. *SCHEDULE OF RATES / BID PRICES*
11. *BID CURRENCIES*
12. *BID VALIDITY*
13. *EARNEST MONEY / BID SECURITY*
14. *PRE-BID MEETING*
15. *FORMAT AND SIGNING OF BID*
16. *ZERO DEVIATION & REJECTION CRITERIA*
17. *E-PAYMENT*

#### **[D] SUBMISSION OF BIDS:**

18. *SUBMISSION, SEALING AND MARKING OF BIDS*
19. *DEADLINE FOR SUBMISSION OF BIDS*
20. *MODIFICATION AND WITHDRAWAL OF BIDS*
21. *RFCL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS*

#### **[E] BID OPENING AND EVALUATION:**

22. *BID OPENING*
23. *CONFIDENTIALITY*
24. *CONTACTING RFCL*
25. *EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS*
26. *CORRECTION OF ERRORS*
27. *CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS*
28. *EVALUATION AND COMPARISON OF PRICE BIDS [PRICE BID EVALUATION METHODOLOGY]*

#### **[F] AWARD OF CONTRACT:**

29. *AWARD*
30. *NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]*
31. *CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT*
32. *ARBITRATION*
33. *JURISDICTION*
34. *FORCE MAJEUR*
35. *SALE OF BID DOCUMENTS*
36. *SUBLETTING & ASSIGNMENT*

#### **[G] FORMS & FORMATS**

## SECTION-III

### **INSTRUCTIONS TO BIDDERS [ITBI]**

#### [A] – GENERAL

#### **1 SCOPE OF BID:**

- 1.1 *The RFCL/ Owner, wishes to receive Bids as described in the Bidding Document/Tender document issued by RFCL/Owner.*
- 1.2 *SCOPE OF BID: The scope of Services shall be as defined in the Bidding documents.*
- 1.3 *The successful bidder will be expected to complete the scope of Bid within the period stated in Clause 1 of Special Conditions of Contract.*
- 1.4 *Throughout the Bidding Documents, the terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.*

#### **2 ELIGIBLE BIDDERS:**

- 2.1 *The Bidder is not put on 'Holiday' / banned/blacklisted by Central/State Government department/ Public Sector Undertakings/Cooperative Societies on due date of submission of bid.*

*It shall be the sole responsibility of the bidder to inform RFCL in case the bidder is put on 'Holiday/banned/blacklisted by Central/State Government Department/ Public Sector Undertaking/Cooperative Society on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders including put on Holiday/blacklist for a period of one year.*

- 2.2 *The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid. In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to RFCL by the bidder. It shall be the sole responsibility of the bidder to inform RFCL in case the bidder is under any liquidation, court receivership or similar proceedings on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to Misrepresentation of facts and shall lead to action against such Bidders as deemed fit by RFCL including put on Holiday/Blacklist for a period of one year.*
- 2.3 *Pursuant to qualification criteria set forth in the bidding document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.*

#### **2.4 Power of Attorney:**

*Power of Attorney is to be issued by the Board of Directors/ CEO/Chairman/ MD / Company Secretary of the Bidder/ all partners in case of Partnership firm/any person authorized in terms of Deed of LLP/Proprietor in favour of the authorised employee(s) of the Bidder, **in respect of the particular tender** for signing the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and to act and take any and all decision on behalf of the Bidder, is to be submitted. The authorized employee(s) of the Bidder shall be signing the Bid and any consequence resulting due to such signing shall be binding on the Bidder.*



### **3 COST OF BIDDING & TENDER FEE**

#### **3.1 COST OF BIDDING:**

*The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges, all courier charges including taxes & duties etc. incurred thereof. Further, RFCL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.*

#### **3.2 TENDER FEE: (NOT APPLICABLE)**

### **4.0 SITE VISIT:**

*4.1 The Bidder is advised to visit and examine the site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract. The costs of visiting the site shall be borne by the Bidder.*

*4.2 The Bidder or any of its personnel or agents shall be granted permission by the Owner/RFCL to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Owner/RFCL and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.*

*4.3 The Bidder shall not be entitled to hold any claim against RFCL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the Bid.*

*4.4 Bidders to note that Site Visit, if required, can be undertaken only on 19<sup>th</sup> and 20<sup>th</sup> of Jul'2022 after that no request for Site Visit shall be entertained.*

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## **[B] BIDDING DOCUMENTS**

### **5 CONTENTS OF BIDDING DOCUMENTS:**

5.1 *The contents of Bidding Documents / Tender Documents are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum' issued in accordance with "ITB: Clause-7":*

- *Section-I : Invitation for Bid [IFB] & NIT*
- *Section-II : Bid Evaluation Criteria [BEC] Evaluation of Bids,*
- *Section-III : Instructions to Bidders [ITB]*
- *Section-IV : Special Instructions for participating in E-tender*
- *Section-V : Special Conditions of Contract [SCC]*
- *Section-VI : Scope of Work[SOW]*
- *Section-VII : Schedule of Rates*

*\*Request for Quotation', wherever applicable, shall also form part of the Bidding Document.*

5.2 *The Bidder is expected to examine all instructions, forms, terms & conditions in the Bidding Documents. The "Request for Quotation [RFQ] & Invitation for Bid (IFB)" together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidders. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will be at Bidder's risk and may result in the rejection of his Bid.*

### **6 CLARIFICATION OF BIDDING DOCUMENTS:**

6.1 *Prospective Bidder(s) requiring any clarification(s) of the Bidding Documents may attend the pre-bid meeting on scheduled date & time, as mentioned in the tender schedule and in case required RFCL may respond in writing to the request for clarification. RFCL's response including an explanation of the query, but without identifying the source of the query will be uploaded on /RFCL's tender website : <https://rfcl.abcprocure.com>*

6.2 *Any clarification or information required by the Bidder but same not responded by the RFCL at clause 6.1 above is liable to be considered as "no clarification / information required".*

### **7.0 AMENDMENT OF BIDDING DOCUMENTS:**

7.1 *At any time prior to the 'Bid Due Date', RFCL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by addenda/ corrigendum.*

7.2 *Any addendum/ corrigendum thus issued shall be part of the Bidding Documents and may be hosted on RFCL's tender website : <https://rfcl.abcprocure.com> communicated to prospective bidders by e-mail. Bidders have to take into account all such addendum/ corrigendum before submitting their bid.*

**[C]      PREPARATION OF BIDS**

**8      LANGUAGE OF BID:**

*The bid prepared by the bidder and all correspondence/drawings and documents relating to the bid exchanged by the Bidder and RFCL shall be written in English language alone.*

**9      DOCUMENTS COMPRISING THE BID:**

*The Bid prepared by the Bidder shall comprise the following components:*

**9.1      TECHNICAL TEMPALATE**

**"TECHNO-COMMERCIAL / UN-PRICED BID"** shall contain the following:

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) 'Bid Form', as per 'Form F-2'
- (d) Copies of documents, as required in 'Form F-3'
- (e) As a confirmation that the prices are quoted in requisite format complying with the requirements copy of Schedule of Rate (SOR: Part – I) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item.
- (f) 'Letter of Authority' on the Letter Head, as per 'Form F-4'
- (g) 'No Deviation Confirmation', as per 'Form F-5'
- (h) 'Bidder's Declaration regarding Bankruptcy', in 'Form F-6'
- (i) 'Certificate for Non-Involvement of Government of India ' from Bidder, as per 'Form F-7'.
- (j) 'Agreed Terms and Conditions', as per 'Form F-`8'
- (k) Duly attested documents in accordance with the "**BID EVALUATION CRITERIA [BEC]**" establishing the qualification.
- (l) Policies undertaken qualifying for Experience Criteria in Form 9.
- (m) Check List, as per the Form `F-10'.
- (n) Documents & Certification Check List `F-11'
- (o) Form `F-12' Not Applicable Deleted
- (p) E-Banking Mandate Form `F-13'
- (q) Integrity Pact duly signed and stamped by Authorised Signatory & signed by Witnesses- Form F-14 .
- (r) Format 1.1, 1.2, 2.1 & 2.2 duly signed & stamped by Authorised Signatory.
- (s) In case applicable, Format 3 duly signed and stamped by Authorised Signatory.
- (t) Tender Document duly signed/ digitally signed by the Authorized Signatory.

**Note:** All the pages of the Bid must be signed by the "Authorized Signatory" of the Bidder.

**9.2      PRICE BID TEMPALATE**

- i) The Prices are to be submitted strictly as per the Schedule of Rate) of the bidding documents. RFCL shall not be responsible for any failure on the part of the bidder to follow the instructions.
- ii) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.
- iii) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of unpriced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.

**10 SCHEDULE OF RATES / BID PRICES:**

- 10.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole Policies as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by RFCL. The prices quoted by the Bidders will be inclusive of all taxes except **GST (CGST & SGST/UTGST or IGST)**.
- 10.2 Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets, the Bid is liable to be rejected.
- 10.3 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to issue the policies as per Specifications, Scope of Work / Service, , Special Conditions of Contract ("SCC"), Format `X` and Format `Y` including Add On Covers or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 10.4 All duties, taxes and other levies [if any] payable by the Bidder(s) under the Contract for lining up of Policies, or for any other cause except final **GST (CGST & SGST/ UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of **GST (CGST & SGST/ UTGST or IGST)** on the contract value shall be indicated in Agreed Terms & Conditions (Format-F10) and SOR.
- 10.5 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion date of the Policies and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after due date of bid submission but before the effective date of commencement of policies, shall be reimbursed to the Bidder(s) on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining it's applicability with respect to the contract for lining up of policies under the instant tender.
- 10.6 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 26 of ITB.
- 10.7 **Further, Bidder shall also mention the Service Accounting Codes (SAC) at the designated place in SOR.**

**11 BID CURRENCIES:**

**Bidders must submit bid in Indian Rupees only.**

**12 BID VALIDITY:**

- 12.1 Bids shall be kept valid for period i.e. 90 days, specified in Bid Documents, from the opening date of Technical Bid.
- 12.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the RFCL may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Bidder agreeing to the request will not be required or permitted to modify already submitted Bid.
- 12.3 Bidder(s) to note that withdrawal of their bids will not be permitted after opening of Technical bids.

**13 EARNEST MONEY/BID SECURITY:**

**13.1 NOT APPLICABLE FOR THIS TENDER.**

14 **Deleted**

15 **FORMAT AND SIGNING OF BID:**

15.1 *Since the tender is to be submitted under e-tendering mode, digitally signed documents to be uploaded.*

16 **ZERO DEVIATION AND REJECTION CRITERIA:**

16.1 **ZERO DEVIATION:** *Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. RFCL will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note RFCL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provisions contained in the Bid Documents. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. RFCL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. RFCL reserves the right to raise technical and/or commercial query(s), if required, may be raised on the bidder(s). The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation/exception to the terms and conditions laid down in this "Tender Documents", and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer will be liable for rejection. If a bidder does not reply to the queries in the permitted time frame, then its bid shall be evaluated based on the documents available in the bid.*

16.2 **REJECTION CRITERIA:** *Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:*

(a) **BID FOR INSURANCE COVERAGE OF LESS THAN 100% OF INSURANCE VALUE AS PER BID DOCUMENTS**

(b) **Firm Price**

(c) **Specifications & Scope of Work**

(d) **Schedule of Rates / Price Schedule / Price Basis**

(e) **Duration / Period of Contract**

(f) **Period of Validity of Bid**

(g) **Arbitration / Resolution of Dispute/Jurisdiction of Court**

(h) **Force Majeure & Applicable Laws**

(i) **Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid**

**Note:** *Further, it is once again reminded not to mention any condition in the Bid which is contradictory to the terms and conditions of Tender document lest the bid will be liable for rejection.*

17 **E-PAYMENT:**

*RFCL has initiated payments electronically, and to facilitate the payments electronically through 'e-banking'. The successful bidder should give the details of his bank account as per the bank mandate form (F-13).*

**[D] – SUBMISSION OF BIDS**

18 **SUBMISSION, SEALING AND MARKING OF BIDS:**

**Bids shall be submitted duly signed (Digitally) through e-tendering, as per provisions mentioned in the bid documents.**

19 **DEADLINE FOR SUBMISSION OF BIDS:**

*RFCL may, in only exceptional circumstances and at its discretion, extend the deadline for submission of Bids. In which case all rights and obligations of RFCL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of bid submission date will be uploaded on website <https://rfcl.abcprocure.com>*

20 **MODIFICATION AND WITHDRAWAL OF BIDS:**

*20.1 Modification and withdrawal of bids shall be as follows:-*

**20.1.1 FOR e-BIDDING (e-Tendering):**

*The bidder may withdraw or modify its bid after bid submission but before the due date for submission as per tender document. **In no case the bid will be modified and/or withdrawn after opening of Technical bid.***

21 **RFCL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

*RFCL reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract for establishing Policies against the instant tender, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the ground for RFCL's action.*

**[E] – BID OPENING AND EVALUATION**

**22 BID OPENING (ON LINE):**

**22.1 Unpriced Bid Opening:**

*RFCL will open bids on line and bidder(s) may view the process, on-Line, as defined under Section IV.*

**22.2 Priced Bid Opening:**

*22.2.1 RFCL will open the price bids of those bidders who meet the qualification requirement and whose bids are determined to be technically and commercially responsive. Bidders selected for opening of their price bids shall be informed about the date of price bid opening.*

*22.2.2 The price bids of those bidders who were not found to be techno-commercially responsive shall not be opened.*

**23 CONFIDENTIALITY:**

*Information relating to the examination, clarification, evaluation, and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to Bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the RFCL's processing of Bids or award decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.*

**24 CONTACTING RFCL:**

*24.1 From the time of Bid opening to the time of award of Contract of establishing Insurance Policies under the instant Tender, if any Bidder wishes to contact RFCL on any matter related to the Bid, it should do so in writing. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.*

*24.2 Any effort by the Bidder to influence RFCL in the RFCL's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as deemed fit.*

**25 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:**

*25.1 RFCL's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the RFCL will determine whether each Bid:-*

- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;*
- (b) Has been properly signed;*
- (c) Is substantially responsive to the requirements of the Bidding Documents; and*
- (d) Provides any clarification and/or substantiation that the RFCL may require to determine responsiveness, as per requirement of Tender.*

*25.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without deviations or reservations or omissions for this purpose RFCL defines the foregoing terms below:-*

- a) "Deviation" is departure from the requirement specified in the tender documents.*
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.*
- c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document.*

*25.3 RFCL shall examine all aspects of the bid to confirm that all requirements have been met without any deviation, reservation or omission.*

*25.4 If a Bid is not substantially responsive, it may be rejected by RFCL.*

26 **CORRECTION OF ERRORS:**

26.1 *Bids determined to be substantially responsive will be checked by the RFCL for any arithmetic errors. Errors will be corrected by RFCL as follows:*

- (i) *When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the Bidder (by multiplying the quantity and rate) shall be taken as correct.*
- (ii) *When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.*
- (iii) *When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes*

26.2 *The amount stated in the bid will be adjusted by RFCL in accordance with the above procedure for the correction of errors. If the bidder does not accept the corrected amount of bid, its bid will be rejected,.*

27 **CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS:**

*Not Applicable. All bids submitted must be in the currency specified at clause 11 of ITB.*

28 **EVALUATION AND COMPARISON OF BIDS:**

*Bids shall be evaluated as per evaluation criteria mentioned in Section-II of bidding documents (refer clause 9.0 of ITB). RFCL shall only use the criteria and methodology indicated in Section-II of bidding documents. No other criteria/ methodology shall be permitted.*



**[F] – AWARD OF CONTRACT FOR ESTABLISHING INSURANCE POLICIES**

29 **AWARD:**

*RFCL will award the Contract for establishing Insurance Policies under the instant Tender to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that bidder, is determined to be qualified to satisfactorily perform the Contract, as provided in BEC.*

30 **NOTIFICATION OF AWARD / LETTER OF ACCEPTANCE/LETTER OF INTENT:**

30.1 *Prior to the expiry of 'Period of Bid Validity', RFCL will notify the successful Bidder in writing, in the form of "Notification of Award" / "Letter of Intent [LOI] /Letter of Acceptance (LOA) through e-mail, that his Bid has been accepted. The notification of award / Letter of Intent/Letter of Acceptance will constitute the formation of the Contract for establishing policies under the instant tender.*

30.2 *Policy period shall commence from the date as specified in clause 1 of Special Terms & Conditions.*

31 **CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT:**  
**NOT APPLICABLE FOR THIS TENDER**

32 **JURISDICTION:**

*For any disputes regarding this contract, the exclusive Jurisdiction shall lie in courts situated at Delhi generally where the contract is being executed, and jurisdiction of all other courts is explicitly excluded. This Contract shall be interpreted and governed as per the laws of India/ Delhi state.*

33 **SALE OF BID DOCUMENTS:**

**NOT APPLICABLE**

34 **SUBLETTING & ASSIGNMENT:**

32.1 *The successful bidder shall not sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever.*

35. **APPLICABLE LAW**

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

**FORMS & FORMAT**

***LIST OF FORMS & FORMAT***

<b><i>Form No.</i></b>	<b><i>Description</i></b>
<i>F-1</i>	<i>BIDDER'S GENERAL INFORMATION</i>
<i>F-2</i>	<i>BID FORM</i>
<i>F-3</i>	<i>LIST OF ENCLOSURES</i>
<i>F-4</i>	<i>LETTER OF AUTHORITY</i>
<i>F-5</i>	<i>NO DEVIATION CONFIRMATION</i>
<i>F-6</i>	<i>DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP ETC.</i>
<i>F-7</i>	<i>CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA</i>
<i>F-8</i>	<i>UNDERTAKING FOR ACCEPTANCE OF TERMS &amp; CONDITIONS AND APPLICABILITY OF GST</i>
<i>F-9</i>	<i>DETAILS OF POLICIES FOR MEETING ELIGIBILITY CRITERIA (BIDDER'S EXPERIENCE)</i>
<i>F-10</i>	<i>CHECK LIST</i>
<i>F-11</i>	<i>DOCUMENTS AND CERTIFICATION CHECK LIST</i>
<i>F-12</i>	<i>DELETED</i>
<i>F-13</i>	<i>E-BANKING FORMAT</i>
<i>F-14</i>	<i>INTEGRITY PACT</i>

**BIDDER'S GENERAL INFORMATION**

To,

M/s RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED

4<sup>th</sup> Floor, Wing-`A`, KRIBHCO BHAWAN, Sector-1, Noida – 201 301

**SUB: “INSURANCE COVERAGE FOR MEGA OPERATIONAL POLICY, STAND ALONE TERRORISM POLICY, COMMERCIAL GENERAL LIABILITY & OWNERS PLANT & MACHINERY POLICY FOR RFCL”.**

**e-TENDER No.: RFCL**

1	Bidder Name (With Contact Person Name, Phone no., e-mail ID & Details)	
2 (a)	Status of Firm	Proprietorship          Firm/Partnership          firm/ Limited/Others If Others Specify: _____ [Enclose certificate of Registration]
2 (b)	Copy of partnership deed/Memorandum and Articles of Association /Certificate of Incorporation in case of limited company or affidavit towards proprietorship firm	
2 (c)	Power of Attorney & Name of Person	[Submitted / Not-submitted]
3	Name of Proprietor/Partners/Directors of the firm/company	
4	Number of Years in Operation	
5	Address of Registered Office: *In case of Partnership firm, enclose letter mentioning current address of the firm and the full names and current addresses of all the partners of the firm.	City: District: State: PIN/ZIP:
6	Operation Address (if different from above)	City: District: State: PIN/ZIP:
7	Telephone Number [Mobile & Landline]	Mobile- Landline-

8	<i>NAME OF CONTACT PERSON E-mail ID</i>	
9	<i>Mobile No.</i>	
10	<i>Website</i>	
11	<i>ISO Certification, if any</i>	<i>{If yes, please furnish details}</i>
12	<i>Bid Currency</i>	
13	<i>Banker's Name</i>	
14	<i>Branch</i>	
15	<i>Bank account number</i>	
16	<i>PAN Details</i>	<i>[Enclose copy of PAN Card]</i>
17	<i>GSTIN</i>	<i>Please submit GST Registration Certificate</i>

*Place:*

*[Signature of Authorized Signatory of Bidder]*

*Date:*

*Name:*

*Designation:*

*Seal:*

**BID FORM**

To,

*M/s RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED  
4<sup>th</sup> Floor, Wing-A, Kribhco Bhawan, Sector-1, Noida- 201 301*

**SUB: “INSURANCE COVERAGE FOR MEGA OPERATIONAL POLICY, STAND ALONE TERRORISM POLICY, COMMERCIAL GENERAL LIABILITY & OWNERS PLANT & MACHINERY POLICY FOR RFCL”.**

**e-TENDER No.: RFCL**

*Dear Sir,*

*After examining / reviewing the Bidding Documents for the tender of “\_\_\_\_\_including "Specifications & Scope of Work", ""Special Conditions of Contract [SCC]" and "Schedule of Rates [SOR]", etc. the receipt of which is hereby duly acknowledged, we, the undersigned, are pleased to offer to execute the whole part of the job and in conformity with the said Bid Documents, including Addendum and / or Corrigendum issued.*

*We confirm that this Bid is valid for a period of "90 days" from the date of opening of "Techno-Commercial / Un-priced Bid", and it shall remain binding upon us and may be accepted by any time before the expiry of that period.*

*We confirm that the validity of bid under the said Tender will be further extended for a period as required by RFCL.*

*Until a final Agreement/Letter of Award is prepared and executed, the tender document (including addenda/corrigenda) together with the "Notification of Award" shall constitute a binding Agreement between us.*

*We understand that Bidding Document is not exhaustive and any action and activity not mentioned in Bidding Documents but may be inferred to be included to meet the intent of the Bidding Documents shall be deemed to be mentioned in Bidding Documents unless otherwise specifically excluded and we confirm to perform for fulfillment of Agreement and completeness of the Policies issued under this Bid Documents in all respects within the time frame and agreed price.*

Place:

*[Signature of Authorized Signatory of Bidder]*

Date:

*Name:*

*Designation:*

*Seal:*

**LIST OF ENCLOSURES**

**F-3**

To,

M/s RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED  
4<sup>th</sup> Floor, Wing-A, Kribhco Bhawan, Sector-1, Noida- 201 301

---

**SUB: “INSURANCE COVERAGE FOR MEGA OPERATIONAL POLICY, STAND ALONE TERRORISM POLICY, COMMERCIAL GENERAL LIABILITY & OWNERS PLANT & MACHINERY POLICY FOR RFCL”.**

**e-TENDER No.: RFCL----**\_\_\_\_\_

**Dear Sir,**

We are enclosing the following documents as part of the bid:

1. Power of Attorney of the signatory to the Bidding Document.
2. Document showing annual turnover for the last three years such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed, as required under Clause 1.2 of BEC (Section-II)
3. Copy of Bidding Documents along with addendum/corrigendum duly signed and sealed on each page, in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bid Documents.
4. Documentary Evidences showing the Bidder's claim of meeting Technical Criteria as mentioned in Clause 1.1 of BEC (Section-II).
5. Duly certified document by the Authorised Signatory, wherever required.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

**LETTER OF AUTHORITY**

*[Pro forma for Letter of Authority for Attending Subsequent 'Negotiations' / 'Pre-Bid Meetings' / 'Un-priced Bid Opening' / 'Price Bid Opening']*

Ref:

Date:

To,

M/s RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED  
4<sup>th</sup> Floor, Wing-A, Kribhco Bhawan, Sector-1, Noida- 201 301

**Sub:“INSURANCE COVERAGE FOR MEGA OPERATIONAL POLICY, STAND ALONE TERRORISM POLICY, COMMERCIAL GENERAL LIABILITY & OWNERS PLANT & MACHINERY POLICY FOR RFCL”.**

**e-TENDER No.: RFCL-----**

**Dear Sir,**

I/We, \_\_\_\_\_ hereby authorize the following representative(s) for attending any 'Negotiations' / 'Meetings', 'Un-priced Bid Opening', 'Price Bid Opening' and for any subsequent correspondence / communication against the above Bidding Documents:

[1] Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

Phone/Cell:

Fax:

E-mail: ..... @ .....

[2] Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

Phone/Cell:

Fax:

E-mail: ..... @ .....

We confirm that we shall be bound by all commitments made by aforementioned authorized representative(s).

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Note: This "**Letter of Authority**" should be on the "**letterhead**" of the Firm / Bidder and should be signed by a person competent and having the '**Power of Attorney**' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Techno-commercial / Un-priced" & "Price Bid" Openings and Negotiation. Bidders authorized representative is required to carry a copy of this authority letter while attending any Pre/Post opening of bids meeting(s), the same shall be submitted to RFCL.

**"NO DEVIATION" CONFIRMATION**

To,

M/s RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED  
4<sup>th</sup> Floor, Wing-A, Kribhco Bhawan, Sector-1, Noida- 201 301

---

**SUB: "INSURANCE COVERAGE FOR MEGA OPERATIONAL POLICY, STAND ALONE TERRORISM POLICY, COMMERCIAL GENERAL LIABILITY & OWNERS PLANT & MACHINERY POLICY FOR RFCL".**

**e-TENDER No.: RFCL**

**Dear Sir,**

We understand that any 'deviation / exception' in any form may result in rejection of Bid. We, therefore, certify that we have not taken any 'exception / deviation' anywhere in the Bid and we agree that if any 'deviation / exception' is mentioned or noticed, our Bid may be rejected.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



**DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP**

To,

M/s RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED  
4<sup>th</sup> Floor, Wing-A, Kribhco Bhawan, Sector-1, Noida- 201 301

---

**SUB: “INSURANCE COVERAGE FOR MEGA OPERATIONAL POLICY, STAND ALONE TERRORISM POLICY, COMMERCIAL GENERAL LIABILITY & OWNERS PLANT & MACHINERY POLICY FOR RFCL”.**

**e-TENDER No.: RFCL**

*Dear Sir,*

*We hereby confirm that we are not on 'Holiday' by RFCL only due to “poor performance” or “corrupt and fraudulent practices”) or banned by Government department/ Public Sector on due date of submission of bid.*

*We also confirm that we are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.*

*In case it comes to the notice of RFCL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as deemed fit by RFCL including putting on Holiday list/Blacklisting.*

*Further, we also confirm that in case there is any change in status of the declaration prior to award of contract for establishing Policies under the instant tender, the same will be promptly informed to RFCL by us.*

Place: *[Signature of Authorized Signatory of Bidder]*  
Date: *Name:*  
*Designation:*  
*Seal:*

CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

M/s RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED  
4<sup>th</sup> Floor, Wing-A, Kribhco Bhawan, Sector-1, Noida- 201 301

**SUB: “INSURANCE COVERAGE FOR MEGA OPERATIONAL POLICY, STAND ALONE TERRORISM POLICY, COMMERCIAL GENERAL LIABILITY & OWNERS PLANT & MACHINERY POLICY FOR RFCL”.**

**e-TENDER No.: RFCL**

**Dear Sir,**

If we become a successful Bidder and pursuant to the provisions of the Bidding Documents, award is given to us for the tender for “Issuing Comprehensive (MEGA) Operational Policy and Standalone Terrorism Policy”, the following Certificate shall be automatically enforceable:

"We agree and acknowledge that the RFCL is entering into the Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the RFCL is authorized to enter into Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the RFCL is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

**UNDERTAKING ON LETTERHEAD**

To,

M/s RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED  
4<sup>th</sup> Floor, Wing-A, Kribhco Bhawan, Sector-1, Noida- 201 301

**SUB: “INSURANCE COVERAGE FOR MEGA OPERATIONAL POLICY, STAND ALONE TERRORISM POLICY, COMMERCIAL GENERAL LIABILITY & OWNERS PLANT & MACHINERY POLICY FOR RFCL”.**

**e-TENDER No.: RFCL**

Dear Sir

1. We hereby confirm that “The contents of this Tender Document No. \_\_\_\_\_ have not been modified or altered by M/s. ....( Name of the bidder with complete address). In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by M/s.....(Name of the bidder) shall be liable for rejection”.
2. Terms & conditions of this tender document are acceptable in totality without any reservation/deviation.
3. Applicable rate of IGST/CGST & SGST/UGST (Strike out whichever is not applicable) will be \_\_\_\_ % (In words \_\_\_\_\_)

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

n:

Seal:

To,

M/s RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED  
4<sup>th</sup> Floor, Wing-A, Kribhco Bhawan, Sector-1, Noida- 201 301

**SUB: “INSURANCE COVERAGE FOR MEGA OPERATIONAL POLICY, STAND ALONE TERRORISM POLICY, COMMERCIAL GENERAL LIABILITY & OWNERS PLANT & MACHINERY POLICY FOR RFCL”.**

**e-TENDER No.: RFCL**

Sl. No	Description of The Policies	Policy No. and Date	Full Address of Client, designation and address	Postal & phone nos. of Name, address	Sum Insured (Specify Currency Amount INR)	Date of Commence ment of Policy	Completion Date of policy
(1)	(2)	(3)	(5)	(6)	(7)	(8)	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name & Designation

Seal

**CHECK LIST**

Bidders are requested to duly fill in the checklist. Please ensure compliance and tick (√) against following points:

<b>S. No.</b>	<b>DESCRIPTION</b>	<b>CHECK BOX</b>	<b>REFERENCE PAGE NO. OF THE BID SUBMITTED</b>
1.0	<i>Signing and Stamping / digital signing on each sheet of offer, original bidding document including SCC, ITB, addendum (if any) as a token of acceptance to tender terms &amp; clause. Integrity Pact has been filled with bidder name and Tender Reference No. with signatures of Authorised Official and witnesses.</i>		
2.0	<i>Confirm that the following details have been submitted in the Un-priced part of the bid.</i>		
i	<i>Covering Letter, Letter of Submission.</i>		
ii	<i>Signed and stamped original copy of bidding document along with Corrigendum/addendum (if any).</i>		
iii	<b><i>Power of Attorney in the name of person signing the bid.</i></b>		
iv	<i>Copies of documents defining constitution or legal status, place of registration and principal place of business of the company</i>		
v.	<i>Bidders declaration that regarding, Holiday/ Banning, liquidation court receivership or similar proceedings in Format 7.</i>		
vi.	<i>Details and documentary proof required against qualification criteria along with complete documents. (Also fill the documents &amp; certification checklist given below)</i>		
vii.	<i>Confirm submission of document along with techno- commercial bid as per bid requirement.</i>		
3.0	<i>Confirm that all forms&amp; formats duly filled in are enclosed with the bid duly signed by authorized person(s)</i>		
4.0	<i>Confirm that the price part as per Price Schedule format submitted with Bidding Document</i>		
5.0	<i>Confirm that annual reports/Audited financial statements for last three financial years are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).</i>		

**DOCUMENTS & CERTIFICATION CHECKLIST**

<b>S NO</b>	<b>DESCRIPTION</b>	<b>CHECK LIST</b>	<b>YES/ NA</b>	<b>NO</b>
1.	<i>Bid will be valid for 90 days from date of opening of Technical bid</i>	ACCEPTED	YES	
2	<i>Experience against Completion/ Execution of order/ contract (As Stipulated in BEC 1.1)</i>	<i>Refer Section-II of tender document.</i>	YES	NO
A	<b>POLICIES COPY</b>	<i>Duly CERTIFIED by as per section II of tender Document</i>	YES	NO
4	<b>FINANCIAL CRITERIA AS STIPULATED IN BEC</b>		YES	NO
5	<i>Tender Document signed &amp; Stamped along with Corrigendum/Addendum, if any.</i>	<i>Digitally signed all pages ALONGWITH UNPRICED BID.</i>	YES	NO
6	<i>SOR (BLANK without price) MENTIONING WORD “NOT TO QUOTE HERE [TO QUOTE IN FINANCE FOLDER OF E-PORTAL]” IN EACH ITEM RATE COLUMN.</i>	<i>Signed copy of SOR filled NOT TO QUOTE HERE [TO QUOTE IN FINANCE FOLDER OF E-PORTAL], ALONGWITH UNPRICED BID.</i>	YES	NO
7.	<b>FORM 1 TO 14 ATTACHED TO TENDER.</b>	<b>FILLED AS APPLICABLE, SIGNED, STAMPED &amp; SUBMITTED ALL.</b>	YES	NO
8.	<b>FORMAT 1.1, 1.2, 2.1,2.2 &amp; 3</b>	<b>FILLED AS APPLICABLE, SIGNED, STAMPED &amp; SUBMITTED ALL.</b>	YES	NO
<b>Non-submission of the attested copies of the requisite certificates/ documents as specified above and/or in tender document shall render the bid non-responsive and shall be liable for rejection.</b>				

Place: [Signature of Authorized Signatory of Bidder]  
Date: Name:  
Designation:  
Seal:

*Bidder is requested to fill this check list and ensure that all detail/ documents have been submitted including this Checklist duly filled in, signed & stamped along with the “Un-priced bid”. Non submission of any document/ submission without proper attestation may lead to rejection of the Bid.*

**DELETED**

**E-Banking Mandate Form**  
(To be issued on vendors letter head)

1. Vendor/customer Name :
2. Vendor/customer Code:
3. Vendor /customer Address:
4. Vendor/customer e-mail id:
5. Particulars of bank account
  - a) Name of Bank
  - b) Name of branch
  - c) Branch code:
  - d) Address:
  - e) Telephone number:
  - f) Type of account (current/saving etc.)
  - g) Account Number:
  - h) RTGS IFSC code of the bank branch
  - i) NEFT IFSC code of the bank branch
  - j) 9 digit MICR code

*I/We hereby authorize Ramagundam Fertilizers And Chemicals Limited to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the Ramagundam Fertilizers And Chemicals Limited responsible.*

*(Signature of vendor/customer)*

**BANK CERTIFICATE**

*We certify that ----- has an Account no. ----- with us and we confirm that the details given above are correct as per our records.*

*Bank stamp*

*Date*

*(Signature of authorized officer of bank)*



**INTEGRITY PACT**

Integrity Pact (IP) is a tool developed by Transparency International (TI) to help governments, businesses and civil society, which are prepared to fight corruption in the field of public contracting and procurement.

Ramagundam Fertilizers and Chemicals Limited (RFCL), as one of its endeavours to maintain and foster most ethical and corruption free business environment, have decided to adopt the Integrity Pact, to ensure that all activities and transactions between the Company (RFCL) and its Counterparties (Bidders, Contractors, Vendors, Suppliers, Service Providers/Consultants etc.) are handled in a fair and transparent manner, completely free of corruption.

Integrity Pact is aimed at reducing corrupt practices during procurement and contracts through an agreement between the Principal (RFCL) and Counterparties. The agreement seeks commitment from the persons/officials of both the parties not to demand or accept any bribe or gift. Only those vendors/bidders who enter into such an integrity pact with the buyer qualify to participate in the bidding process.

Integrity Pact is implemented through Independent External Monitor(s) who ensure that concerned parties comply with their respective obligations under the Integrity Pact. One Independent External Monitor (IEM) nominated in consultation with Central Vigilance Commission (CVC) shall monitor the activities. Any NIT/RFQ/tender related complaint, for NIT/RFQ/tenders covered under Integrity Pact having value of Rs.1 (one) crore and above, may be addressed to the Independent External Monitor (IEM) as per details given below :

Sh. Jagdish Prasad Meena, I.A.S (Retd)  
A-1/401, Bharat Apartments,  
Plot 8, Sector 18A, Dwarka  
New Delhi - 110078  
# 8802334455  
Email: [meenaip@gmail.com](mailto:meenaip@gmail.com)

Sh. Ashok Kumar Garg, ITS (Retd)  
E-13, Sector-55  
NOIDA – 201301  
# 9868211000  
Email: [akgarg1654@gmail.com](mailto:akgarg1654@gmail.com)

### **Integrity Pact**

**(To be submitted along with technical bid/tender documents. To be signed by the bidder and RFCL)**

Ramagundam Fertilizers and Chemicals Limited (RFCL) hereinafter referred to as "The Principal".

AND

\_\_\_\_\_hereinafter

referred to as "The Bidder/Contractor"

#### **PREAMBLE**

The Principal intends to award, under laid down organizational procedures, contract for

(Bid Document No./RFQ No.:.....)

The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of and of fairness/transparency in its relations with its Bidder.

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

#### **Section 1 – Commitments of the Principal.**

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.
  - b) The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.
  - c) The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

#### **Section 2 – Commitments of the Bidder(s)/Contractor(s)**

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.



- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.
  - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

**Section 3: Disqualification from tender process and exclusion from future contract**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed, for such reasons.

**Section 4 : Compensation for Damages**

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section3, or if the Principal is entitled to terminate the contract according to Section3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

**Section 5 : Previous Transgression**

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the TII's anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of the contract, if already awarded, for such reason.

**Section 6 : Equal treatment of all Bidders/Contractors/Sub-contractors.**

1. The Principal will enter into agreements with the identical conditions as this one with all bidders, contractors and sub-contractors.

2. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

**Section 7: Criminal charges against violation Bidder(s)/Contractor(s)/Sub-contractors(s).**

If the Principal obtains knowledge of conduct of a Bidder(s)/ Contractor(s) which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

**Section 8 : Independent External Monitor/Monitors**

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of bidders /contractors as confidential. He reports to the Chairman & Managing Director, RFCL.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairman & Managing Director, RFCL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should be occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on RFCL Board.
8. If the Monitor has reported to the Chairman & Managing Director, Ramagundam Fertilizers and Chemicals Limited, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, RFCL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word "Monitor" word include both singular and plural.



**Section 9 : Pact Duration**

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidder 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman & Managing Director of RFCL.

**Section 10 : Other Provisions**

- This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal i.e. New Delhi.
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place: New Delhi

Date: \_\_\_\_\_

Witness 1 : \_\_\_\_\_  
(Name & Address)

Witness 1 : \_\_\_\_\_  
(Name & Address)

Witness 2 : \_\_\_\_\_  
(Name & Address)

Witness 2 : \_\_\_\_\_  
(Name & Address)

*Rajit*  
RAJAT KWATRA  
RECL, Noida

*Narain Kumar*  
Narain Kumar  
RECL, Noida

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_



**SECTION - IV**

**SPECIAL INSTRUCTIONS TO TENDERERS FOR E-TENDERING**

**SPECIAL INSTRUCTIONS TO TENDERERS FOR E-TENDERING**

**1. Mode of Tendering:**

Ramagundam Fertilizers And Chemicals Ltd. NEW DELHI (A Joint Venture of NFL, EIL & FCIL intends to line up Comprehensive Operational Policy (Material Damage and Business Interruptions) and Stand Alone Terrorism Policy through e-tendering. The NIT will be posted on website <https://rfcl.abcprocure.com> from where the prospective Bidders will be able to download the tender documents free of cost for participation in the tender and submit their bids online. The tender submission, tender closing and opening will be done electronically and online.

RFCL has appointed M/s. **e-Procurement Technologies Ltd, Ahmedabad** as service provider for carrying out e-Procurement. Also, as per IT ACT 2000, use of digital signature certificate shall be mandatory for participating in e-tendering process.

It is presumed that accordingly, you can submit your bid and participate in this tender as per the requirements of the system. However, in case of any help/clarification, you may contact any one of the following:

**a) RAMAGUNDAM FERTILIZERS AND CHEMICALS LTD-**

<p>1) Mr. Yogesh Kumar DGM (F&amp;A) RFCL, Corporate Office, 4<sup>th</sup> Floor, Wing-A, KRIBHCO Building, Sector-1, NOIDA-201 301 Mob No. 7065556553 E mail: <a href="mailto:yogesh@rfcl.co.in">yogesh@rfcl.co.in</a></p>	<p>2) Mr. Shashi Prakash, Sr. Manager (C&amp;P) RFCL, Corporate Office, 4<sup>th</sup> Floor, Wing-A, KRIBHCO Building, Sector-1, NOIDA-201 301 Mob No. 9717731580 E mail: <a href="mailto:sprakash@rfcl.co.in">sprakash@rfcl.co.in</a></p>
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**b) M/s. E-Procurement Technologies,**

1	Approval of Profile & DSC Verification	Help Desk	+91 - 63532 17080, +91-90990 90830	<a href="mailto:info@abcprocure.com">info@abcprocure.com</a> <a href="mailto:dsc@abcprocure.com">dsc@abcprocure.com</a>
2	e-Tender Submission	Help Desk	+91 9904406300 , +91 9510812960 , +91 9265562821 , +91 6354919566	<a href="mailto:support@abcprocure.com">support@abcprocure.com</a>
3	e-Auction related Queries	Help Desk	+91 - 98799 96111, 99044 07997, 95108 13415	
4	<p><b>Office Hours:</b> Monday to Friday - 10:00AM to 07:30PM (IST) 1st, 3rd and 5th Saturday - 10:00AM to 06:00PM (IST) 2nd and 4th Saturday – Holiday</p>			

**2. (a) Pre-Requisites for System using e-Procurement sites:**

- Windows 7, 8, 10 professional
- A computer system with at least 1 GB RAM and Internet Connectivity.
- Internet Explorer 8.0, 9.0 and above or Mozilla Firefox 51 and above.
- Google Chrome Version 42 and above.
- Internet Connectivity with at least 2Mbps speed.
- Java Run Time Engine (JRE – 1.8.0) or higher.
- Microsoft Office 2003 with MS Word and MS Excel
- Adobe Acrobat Reader, PKI Installation Driver for Digital Signature.

- Bidders are strongly advised to refer Minimum System Requirement document uploaded on <https://rfcl.abcprocure.com> under download section prior registration and Participating in e-Tenders invited by RFCL.
- For Quick Bidder Manual, you can refer this link <https://youtu.be/-E5fiZVYnfg> for Tender Submission **OR** download “Bidder Manual” from <https://rfcl.abcprocure.com> website **OR** Contact us.

(b) Pre-Requisites for DSC Registration:

- The Vendor becomes a valid Vendor only after the registration of the DSC
- Vendors need to possess a valid DSC for participating in e-Tendering (class II/III DSC)
- Vendors need to procure DSC 24 hrs prior to DSC Registration.
- It can be procured from any of the Certifying Authority registered under CCA India.eg Sify, nCode, eMudra etc
- DSC can also be procured from the e-tendering service provider i.e. M/s Antares Systems Limited.
- Respective DSC Drivers needs to be installed.
- DSC needs to be physically inserted into the system.
- DSC should appear in the Browser.
- DSC of the Vendor will mapped with their User Id once they Login first time.

(c) Pre-Requisites for Login Credentials:

- For Login credentials, Vendor need to register/ Sign-up on the e-procurement portal by clicking on Sign Up link available at home page.
- Vendor shall safely keep their User ID and password, which will be issued by the service provider upon registration/ Sign-up.
- Vendors are advised to change the password immediately on receipt from the e-Procurement portal.
- Vendor shall not disclose their User ID as well as password and other material information relating to the bidding to any one and safeguard its secrecy.
- For registration on the e-tender site <https://rfcl.abcprocure.com> , one can be guided by the “Instructions to Vendors” available under the download section of the homepage of the website. As the first step, bidder shall have to click the “Register” link and fill in the requisite information in the “Bidder Registration Form”. Kindly remember your email id (which will also act as the login ID) and the password entered therein. Once you complete this process correctly, you shall get a system generated mail. Thereafter, login in to the portal using your credentials. When you log in for the first time, system will ask you to add your Digital Signature Certificate.
- Digital Signature Certificate Class 3 Signing + Encryption is mandatory to attach at the time of Registration and to log-in. Bidders should ensure that DSC is in the name of registered firm and person only.
- If attached DSC does not match with the registered profile then DSC will not be verified and profile will not be approved. Once you have added the Digital Signature Certificate, please inform the vendor administrator [info@abcprocure.com](mailto:info@abcprocure.com) , [dsc@abcprocure.com](mailto:dsc@abcprocure.com) , Contact no.: +91 - 63532 17080, +91-90990 90830 for approval. Once approved, bidders can login in to the system as and when required.

3. All the vendors participating in the online e-procurement have to abide by the process involved in the entire workflow of the e-procurement.
4. RFCL is not responsible for any mistake made by the vendor at the time of bidding process. In case any vendor submits an invalid bid due to any reason including typing mistake / human error, such invalid bid will be disqualified and such vendor shall not be allowed to further participate in that tender. The remaining process shall be completed considering the other valid bids.
5. For submitting price bid through e-Auction, the Bidders will have to use a Class II/ III Digital Signature Certificate issued by any India CA approved by CCA of India as per IT Act 2000.
6. It is mandatory for the Bidders to use the digital certificate in all their bidding Process.



7. It is the entire responsibility of the Bidders to protect their own login id and Password and keep their digital certificate safe so that is not misused by any other person.

8. **Tender Schedule:**

The notice of issue of enquiry and detailed schedule for downloading the NIT documents, submission of bids, tender closing, tender opening, reverse auction and subsequent clarification/amendment in schedule etc. shall be communicated to the bidders separately by emails/letter message. The same is also available on the above mentioned website against this tender.

Tender Schedule:

<b>Sr. No.</b>	<b>Tender Stage</b>	<b>Date &amp; Time</b>
1	Start Tender Document Download	15.07.2022 at 16:00 Hrs.
2	End Tender Document Download	25.07.2022 at 14:00 hrs.
3	Due/ last date of submission Bids	25.07.2022 at 15.00 hrs.
4	Techno-commercial Bids Opening	25.07.2022 at 15:30 hrs.
5.	Price Bid Opening	To be intimated

**Note:** After expiry of date & time for a particular activity as mentioned above, that particular activity cannot be done unless the schedule for the same is extended/ amended. Similarly no activity can be done before start date & time specified for that particular activity unless the schedule for the same is preponed/amended.

9. The activity defined for vendors are Download of Tender document, Bids Preparation, Uploading of bids and Reverse Auction. Matching of Prices will be done manually.
10. During the Download sequence, the vendors who have been invited will be able to download the main tender document and the supporting documents.

11. **Tender Opening:**

The tenders will be opened electronically by us from our Noida office. The submission of bids may however be done by vendors from their office or from place of their choice. However, bids can't be submitted after the bid submission due date & time as per the schedule.

12. RFCL reserves the right to reject or accept any tender without giving any reason.

13. **SYSTEM FAILURES AND REMEDIAL MEASURES THEREOF/COURSE OF ACTION TO BE FOLLOWED**

RFCL shall make all out efforts to rectify the problem(s) leading to system failure during the live tendering. However, in case the system could not be restored within the reasonable time period as deemed fit by RFCL, the following remedial measures shall be taken under such an eventuality:

1.	<i>Tender is prepared and released but vendors are not able to submit their bids.</i>	<i>The due date of closing/opening shall be extended suitably.</i>
2.	<i>Bids have been submitted but the same cannot be opened by RFCL.</i>	<i>The due date of opening shall be extended suitably.</i>
3.	<i>Bids including price bid have been opened and reverse auctioning could not start.</i>	<i>Under such eventuality, the reverse auction event shall be rescheduled and the new schedule shall be informed to all the bidders who have participated in the tender &amp; submitted their bids online.</i>

*Before the bid is uploaded, the bid comprising of all relevant documents mentioned in the tender document should be digitally signed in accordance with the Indian IT Act 2000. If any modifications are required to be made to a document thereafter the modified documents shall be again digitally signed before uploading. Bidders are required to upload all Tender forms and supporting documents which form part of the bid/tender under tender document of e-tender portal. Uploading the documents relevant to bid before the bid submission date and time is the sole responsibility of the bidder. **No Manual/Hard copy** of bid is acceptable. **Bids submitted manually shall be rejected.***

*Note:*

- i) Bidder may save/store the bid documents in the PC/Laptop before submitting the bid into in e- tender portal.*
- ii) Bidder is required to fill up the price(s)/rate(s) strictly in the Schedule of Rate (SOR)/Price Schedule attached with the tender.*

*Inadvertently, if a document is uploaded in by the bidders, such document can be deleted by the bidder and can be replaced by a digitally signed new/modified document prior to due date & time.*

*Un-priced techno-commercial bid document should be placed in the private area earmarked in the C- folder of Tender Document in e-tender portal.*

***भूटल – V***  
***SECTION – V***  
***SPECIAL CONDITIONS OF***  
***CONTRACT [SCC]***

## **SPECIAL CONDITIONS OF CONTRACT**

### **“INSURANCE COVERAGE FOR MEGA OPERATIONAL POLICY, STAND ALONE TERRORISM POLICY, COMMERCIAL GENERAL LIABILITY & OWNERS PLANT & MACHINERY POLICY FOR RFCL”.**

#### **1.0 TIME PERIOD OF POLICY COVER:**

- *RFCL is currently under Comprehensive Operational Policy and Stand Alone Terrorism Policy due for expiry on 8<sup>th</sup> Aug'2022 (5.00 AM) and RFCL intends to line up Comprehensive Mega Operational Policy,, Stand Alone Terrorism Policy, Construction Plant & Machinery Policy for Owner's Construction Equipment Policy of Commercial General Liability Policy for a period of 1 (ONE) year w.e.f. 8<sup>th</sup> Aug'2022 (5.00 AM) to 7<sup>th</sup> Aug'2023 (12.00 Midnight).*

#### **2.0 SCOPE OF WORK:**

- *1. Comprehensive Mega Operational Policy (includes Material Damage and Business Interruption)*
- *2. Stand Alone Terrorism Policy*
- *3. Construction Plant & Machinery Policy for Owner's Construction Equipment*
- *4. Commercial General Liability Policy*

#### **3.0 PAYMENT TERMS:**

*Upfront Insurance Premium shall be paid before start of the Policies under this bid documents.*

#### **4.0 SHARING PATTERN:**

*Refer clause 3 of Section-II of tender.*

#### **5.0 INSURANCE PREMIUM**

- i. The award against the tender would be issued to the Lead Insurer.*
- ii. The Insurance premium is payable to lead insurer before the start of the policy as per the Price Schedule/in case of negotiated premium, the premium so negotiated, and is inclusive of all taxes & duties. The premium amount shall remain firm during the Insurance period of the policy.*
- iii. Lead Insurer shall provide premium bills in form of Invoice complying GST Laws to enable RFCL to release payment.*
- iv. Lead Insurer would settle the Insurance Premium with the co-insurers in case of sharing.*

#### **6.0 RESPONSIBILITY OF LEAD INSURER**

*The following terms and conditions shall have the meaning hereby assigned to them except where the context otherwise requires.*

- i. The competitive bidding is being undertaken amongst various insurance companies. RFCL reserves right to distribute co-insurance share as defined in the tender document.*
- ii. However, lead insurer shall bear 100% responsibility for settlement of claim from commencement of policy till expiry of policy.*
- iii. The Lead insurer shall be solely and legally responsible to RFCL for effective execution of the policy including co-ordination, collection of premium, issue of policy document, any endorsements thereon, 100% settlement of claim, refund of premium on pro-rata basis, if any, etc.*

- vi. *The Lead insurer shall be providing the break-up of premium charged after award of the contract, if required.*
- vii. *Termination of Contract shall be applicable as per IRDA guidelines.*
- viii. *In case of any breach by any co-insurer, the Lead Insurer would be fully responsible for the successful execution / performance of the Insurance for the tendered period and insured.*

**6.0 RE- INSURANCE ARRANGEMENT:**

*The Bidder shall arrange for suitable Re-insurance arrangement with unconditional support letter (in the Format-2.1 & 2.2) from the lead re-insurer. Re-insurance placement has to be done as per current guidelines of the IRDAI. The reinsurers must carry a minimum rating of A+ or equivalent (for foreign reinsurers) by AM Best or S&P as lead re- insurer or GIC.*

- I. *The bidder shall be providing the unconditional letter of support on Reinsurer's letter head with reference to RFCL tender package, if required or else put a declaration that the letter of reinsurance is not required as per their respective available limit of Insurance. However, it is to be noted that claims under this policy will be settled directly by insurance company with RFCL and not by the Re-insurer.*
- II. *The bidder has to bid with 100% capacity for the tender (a declaration is required as per Format-1.1 & 1.2 attached for & SAT separately) The bidder shall be providing the unconditional letter of support on Re-insurer's letter head (as per enclosed Format 2.1 & 2.2) from the re-insurer with reference to RFCL tender package, if required or else put a declaration (as per Format at Format - 3) signed by CMD / Director / CEO / CFO/ CMO / CDO / ED / GM (GM only in case of PSU) that the letter of reinsurance is not required as per their risk retention capacity of insurer.*

**7.0 POLICY WORDING ALONG WITH DETAILED WORDNGS OF VARIOUS ADD-ON COVERS CLAUSES ETC. AND SERVICE LEVEL AGREEMENT OF THE ABOVE SCOPE OF WORK :**

*The insuring clause of the policies and wording of various Add-On cover will be as per Annexure – X (COMPREHENSIVE (MEGA) OPERATIONAL POLICY) & Annexure - Y (STAND ALONE TERRORISM POLICY). Any further modification/improvisation if required, as well as the Service Level Agreement (Annexure-Z) with the qualified bidder for each part of the above scope of work will be finalized by RFCL, before bid is closed.*

**8.0 ON-ACCOUNT PAYMENTS AGAINST CLAIMS:**

- 8.1 *Underwriter shall promptly make an on-account payment of 50% of the assessed amount by Surveyor for Material Damage within 15 (Fifteen) days of receipt of initial Survey Report. In other words, on account payment will become due on establishment of prima facie admissibility of the claim which will be worked out on the basis of estimated value without asking for quotations etc.*
- 8.2 *The balance amount of the claim shall be settled and paid within 21 days after submission of all relevant documents.  
The insured will give required relevant document to the extent possible for settlement of claims. However, in case of non-availability of required documents Insurer will settle the claims based on the market information and engineering estimates. In short the emphasis should be on the spirit of indemnity and not on procedures.*

***भूग- VI***  
***SECTION-VI***  
***SCOPE OF WORK***

**“INSURANCE COVERAGE FOR MEGA OPERATIONAL POLICY, STAND ALONE  
TERRORISM POLICY, COMMERCIAL GENERAL LIABILITY & OWNERS  
PLANT & MACHINERY POLICY FOR RFCL”.**

**- SOW - MEGA ALL RISK POLICY**

**1.0 PERIOD OF INSURANCE: AS PER CLAUSE 1 OF SPECIAL CONDITIONS OF CONTRACT**

**2.0 THE INSURED : RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED**

*The Principal and/Any lessor, lessee, lender or other party as required under the terms and conditions of any lease or contract or agreement entered into by the insured and affiliated, associated, controlled, allied or subsidiary companies, additional insureds, parent or firms as are now or may be constituted, for which the Insured has responsibility for placing insurance, but always only with reference to their respective rights and interests in the property insured hereon and not any other assets situated elsewhere.*

**2.1** *Railway siding and associated facilities within the plant & outside (approximately 2 Kms OUTSIDE) at Ramagundam Fertilizers And Chemicals Limited. It may be noted that Railway Siding and Associated Facilities are owned by RFCL and Sum Insured includes the same.*

**2.2** *Raw water Intake pump house and associated facilities outside the plant at Ramagundam. At Plant Site, Water Intake pipeline for 29 KM (approx.) has also been laid down by State Government of Telangana at the cost of RFCL and same has been capitalized in Assets of RFCL.*

**2.3** *Transmission Line and Tower inside and outside the plant, At plant site, Power Distribution line for approximately 17 KM (Value Rs. 28.76 Crs approx..) has been laid down by State Government of Telangana at RFCL's cost and the said transmission lines are capitalized as Assets of RFCL.*

**2.4** *At Plant site, Effluent Discharge line is also being laid by State Government of Telangana with approximate length of 10 Kms (approx.) at the coast of RFCL which will is also be capitalized in the Assets of RFCL.*

**2.5** *Rolling Stock coverage for a sum insured of Rs. 10 Crores (for railway locomotives / wagons while inside the plant premises. The same is owned by Railways)*

**3.0 THE SUM(S) INSURED :**

**SECTION-I All Risk Section (Material/Property Damage):\_Rs. 4450 Crores**

**3.1 THE PROPERTY :**

*All real and personal property as specified below, belonging to the Insured or for which they are legally responsible, including but not limited to BUILDING, PLANT, MACHINERY, FURNITURE, FITTINGS & FIXTURES, STOCK (raw material, stock in process, semi-finished goods, finished goods), stores, spares, consumables, water reservoir, overhead water tanks, storage tanks, all structural buildings including Guest Houses & Township Buildings, boundary wall, security office, road, foundations & pilings, electrical installations, pipelines- both inside and outside plant premises and contents therein, catalyst & consumable, operating media not limited to thermic fluid, lubricants, molecular sieves, including loading arms belonging to or held in trust by RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED .*

**3.2 Locations:**

**3.2(a) Plant Location:** *Ramagundam Fertilizers And Chemicals Limited, Ramagundam, Distt. Peddapally, Telangana having its Corporate Office at 4<sup>th</sup> Floor, Wing-A, Kribhco Bhawan, Sector-1, Noida Pin 201 301 (MD/PD – Rs. 4450 Crores)*

**4.0 Machinery Breakdown : Rs. 3675 Crores**

**4.1) THE PROPERTY:**

All Machinery and Equipment including electrical or electronic machinery of The Insured’s plants including spare parts with no specification being the property of The Insured and all machinery and equipment in which The Insured has an insurable interest in case of loss or damage covered under this Policy, whilst contained in The Insured’s Premises and elsewhere as specified in The Schedule

**4.2) Location:**

Ramagundam Fertilizers And Chemicals Limited, Ramagundam, Distt. Peddapally, Telengana having its Corporate Office at 4<sup>th</sup> Floor, Wing-A, Kribhco Bhawan, Sector-1, Noida Pin 201 301.

**SECTION-II**

**Business Interruption : Rs. 2000 Crores (for 18months)**

- Fire Loss of Profit (FLOP) : For an Indemnity Period of 18 Months (FLOP)
- Machinery Loss of Profit (MLOP) : For an Indemnity Period of 18 Months (MLOP)

**Total Sum Insured (MD/PD+BI) : Rs. 6450 Crores**

**A valuation exercise is under-progress for establishing the sum insured for assets of RFCL. Any changes in sum insured will be communicated and premium on pro-rata basis will be adjusted.**

- In the event of change in sum insured before the inception or during the commencement of any policy, the same will be communicated to the insurance company duly selected after the bidding process and they would be required to make adjustment of premiums on a pro-rata basis.
- Underwriters shall maintain confidentiality of any information obtained under this Policy and to agree in writing that they shall treat as confidential and not use, except for the purposes of the Policy, other than required by Law, or disclose any information obtained as a result of any such inspection or examination or otherwise without the written permission of the Insured who may hold the Insurers liable for the consequences of such breach of duty of confidentiality.

**5.0 DEDUCTIBLE(S):**

Section 1 (A & B)	Material Damage/ Machinery breakdown	5% of claim amount subject to a minimum of Rs. 50 lacs for each and every loss
Section 2 A & B (Business Interruption)	FLOP	First 14 Days of Gross Profit of affected unit/ department Single highest deductible to apply. Time deductible for business interruption always to apply for each and every loss
	MLOP(Machinery Loss of Profit)	First 21 Days of Gross Profit of affected unit/ department Single highest deductible to apply. Time deductible for business interruption always to apply for each and every loss

**6.0 Prorata premium shall be paid to the Insurance Company on the adjustment of sum insured during policy period in case of any escalation/de-escalation in Sum Insured.**



**ADD ON COVERS**

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

S.no	Parameter	Limits	Specify (Covered)
<b>EXTENSIONS APPLICABLE FOR SECTION 'A' (ALL RISKS) (Refer Section 5 Of Annexure D1)</b>			
5.1	Storm Tempest Flood Inundation	Full Sum Insured	
5.2	Earthquake (Fire and Shock)	Full Sum Insured	
<b>EXTENSIONS APPLICABLE TO SECTION 1 A (PROPERTY DAMAGE) &amp; SECTION 1 B (MACHINERY BREAKDOWN) (Refer Section 6)</b>			
6.1	Leakage and overflowing from Storage Tank & Vessels	INR 5 Crs Each and Every Loss	
6.2	Local Authorities Clause	Covered	
6.3	Fire Fighting /Foam Consumption Expenses	At Actuals	
6.4	Property in Transit	Max. Per sending Limit: INR 5 Crs Each and Every Loss	
6.5	Contamination and Co-mingling of the stock	INR 5 Crs Each and Every Loss	
6.6	Loss Minimization Expenses	INR 5 Crs Each and Every Loss	
6.7	Shut-Down, start-up and plant stabilization expenses to cover expenses after start up till plant comes to normal operations	INR 25 Crs Each and Every Loss	
6.8	Expediting Expenses	INR 5 Crs Each and Every Loss	
6.9	Immediate Repairs	Up to INR 5 Crores in aggregate	
6.10	Catalyst and Consumables in stocks and in process	Actuals (if Part of Total sum insured)	
6.11	Minor Works any one project	INR 5 Crs Each and Every Loss (Excluding testing)	
6.12	Property in the Course of Construction any one project	INR 5 Crs Each and Every Loss	
6.13	Spontaneous Combustion	Covered	
6.14	Archives	INR 5 Crs Each and Every Loss	
6.15	Professional fees	INR 5 Crs Each and Every Loss	
6.16	Drain Clearance	INR 5 Crs Each and Every Loss	
6.17	Temporary Protection	INR 5 Crs Each and Every Loss	
6.18	Claim Preparation Cost (PD, MBD & BI section)	INR 5 Crs Each and Every Loss	
6.19	Omission to Insure, Addition and Alteration	5% of Building, Machinery and Asset SI	
6.20	Capital Addition	INR 5 Crs	

6.21	Property outside/away from the premises	As part of total sum insured	
6.22	Debris Clearing Expenses including foreign debris	INR 5 Crs Each and Every Loss	
6.23	Computer Records & Systems	INR 5 Crs Each and Every Loss	
6.24	Designated Property Clause	Agreed	
6.25	Nominated Loss Adjustors	<ol style="list-style-type: none"> <li>1. <i>Proclaim Insurance Surveyors and Loss Assessors Private Limited</i></li> <li>2. <i>Protocol Surveyors and Loss Adjusters</i></li> <li>3. <i>Mack Insurance Surveyors &amp; Loss Assessors Pvt. Ltd.</i></li> <li>4. <i>Puri Crawford</i></li> <li>5. <i>Mehta and Padamsey Surveyors and Loss Adjusters</i></li> <li>6. <i>Rakesh Kapoor and Company</i></li> </ol>	
6.26	Hire, Purchase and Lease Agreements	Covered	
6.27	Leak Search and Finding Cost	INR 5 Crs Each and Every Loss	
6.28	Temporary Removal (Excluding Stocks)	INR 5 Crs Each and Every Loss	
6.29	Temporary Removal of Stocks	INR 5 Crs Each and Every Loss	
6.30	Reinstatement of Sum Insured Following Loss	Actual, subject to payment of Reinstatement Premium at the time of settlement of claim	
6.31	Deliberate Damage	INR 5 Crs Each and Every Loss	
6.32	Decontamination Expense & Pollutant Cleanup	INR 5 Crs Each and Every Loss	
6.33	Newly Acquired Property	INR 5 Crs Each and Every Loss	
6.34	Extra Expense	Covered	
6.35	Increased Cost of Construction and Demolition Cost	INR 5 Crs Each and Every Loss	
6.36	Repairing & removal cost including Dewatering but excluding foreign debris,	INR 5 Crs Each and Every Loss	
6.37	Pair & Set	Covered	
6.38	Spoilage Material Cover for Machinery & Stock	INR 5 Crs Each and Every Loss	

6.39	Damage of Lubricant oil and Refrigerant	Actuals	
6.40	Damage to Refractory Material	Actuals	
6.41	Margin Clause	INR 5 Crs Each and Every Loss	
6.42	Additional Custom Duty	INR 5 Crs Each and Every Loss	
6.43	Technological Improvement	Covered	
6.44	Smoke, Soot, Corrosive Gases, Heat Waves Damage Covers	Covered	
6.45	OEM Equipment	Upto 30%	
6.46	Obsolete Equipment/Parts	INR 5 Crs Each and Every Loss	
6.47	Goods Held in Trust / Property under consignment, care, Custody	INR 5 Crs Each and Every Loss	
6.48	Destruction of Undamaged property	Covered	
6.49	Accidental Discharge of Gas Flooding System Costs	INR 5 Crs Each and Every Loss	
6.50	Electronic Equipment	INR 5 Crs Each and Every Loss	
6.51	Damage to Operating Media	INR 5 Crs Each and Every Loss	
6.52	OEM/Third Party Inspection Charges	INR 5 Crs Each and Every Loss	
6.53	Inland Transit	INR 5 Crs Each and Every Loss	
<b>Conditions applicable to Section 1A (Refer Section 2)</b>			
2.1	Basis of indemnification (All Property except catalyst, consumables and stocks)	Covered	
2.2	Basis of indemnification (Catalyst & consumables including lining and refractory)	Covered	
2.3	Basis of indemnification (Stocks)	Covered	
2.4	Limit of Liability	Covered	
2.5	72 Hours Clause	Covered	
<b>Conditions applicable to Section 1B (Refer Section 4 of Annexure D1)</b>			
4.1	Valuations and Adjustment of Losses	Covered	
4.2	Due Diligence	Covered	
4.3	Repairs	Covered	
4.4	Removal	Covered	
4.5	Right of Inspection	Covered	
<b>CONDITIONS APPLICABLE TO SECTION 1 A (PROPERTY DAMAGE) &amp; SECTION 1B (MACHINERY BREAKDOWN) (Refer Section 7 of Annexure D1)</b>			
7.1	Waiver of Underinsurance	Upto 15%	
7.2	Industries, Seepage, Pollution and Contamination Clause/ Decontamination and Cost of Clean Up	Covered	
7.3	Waivers of Recourse	Covered	
7.4	Escalation	Up to 5% of BMA Sum Insured	

		(excluding stocks & stock-in-process)	
7.5	Property Plant and Testing & Commissioning Clause	Covered	
7.6	Expiration Clause	Covered	
7.7	Obsolete Equipment/Parts	Covered	
<b>EXTENSIONS APPLICABLE TO BUSINESS INTERRUPTION SECTION 2 (Refer Section 9 of Annexure D1)</b>			
9.1	Prevention of Access 4 Weeks in excess of Business Interruption policy deductible for occurrences within 5 Kms. Cover applicable only inland. Port blockage is excluded.	5Kms and 4 weeks	
9.2	Suppliers and/or customers and/or utilities extension upto first tier or direct suppliers/customers/public utilities. Suppliers deemed to also include natural gas from gas cooling mechanism along with other raw materials	Covered	
9.2.1	Named customers & suppliers for a maximum limit of 20% of the limit of indemnity (Business Interruption Sum Insured/ Loss Limit). Coverage to be restricted to FLEXA perils for overseas customer/suppliers, whereas coverage to be restricted to FLEXA and AOG perils for Domestic customer/suppliers	Covered	
9.2.2	Un-named customers & suppliers located in India, for a maximum limit: of 10% of the limit of indemnity (Business Interruption Sum Insured/ Loss Limit) and coverage restricted to FLEXA perils only. No cover for unnamed suppliers/customers located overseas		
9.3	Public utilities for a maximum limit of 17% of the limit of indemnity (Business Interruption Sum Insured/ Loss Limit)	Covered	
9.4	Additional Increased Cost of Working	INR 5 Crs Each and Every Loss	
9.5	Professional Accountants	Covered	

9.6	Delayed Indemnity Period Clause	Covered	
9.7	Premium Adjustment Clause	Covered	
<b>CONDITIONS APPLICABLE TO BUSINESS INTERRUPTION SECTION 2 (Refer to Section 10 Of Annexure D1)</b>			
10.1	Alternative Basis	Covered	
10.2	Outage Clause	Covered	
10.3	<u>Aggravation clause</u>	<u>Covered</u>	
10.4	Interdependency Clause	Not Applicable	
10.5	Departmental Clause	Covered	
10.6	Agreed Bank Clause	State Bank of India Union Bank of India Bank of Baroda (Erstwhile Vijaya Bank) Bank of Baroda (Erstwhile Dena bank) Bank of India Punjab National Bank SBICAP Trustee Company Limited	
10.7	Multiple Insured Clause	Covered	
10.8	Waiver of Subrogation	Covered	
10.9	Accumulated Stocks	Covered	
<b>CONDITIONS APPLICABLE TO SECTION 1 &amp; SECTION 2 (Refer to Section 11 Of Annexure D1)</b>			
11.1	Contribution	Covered	
11.2	Due Diligence	Covered	
11.3	Fraud	Covered	
11.4	Errors and Omissions	Covered	
11.5	Alterations	Covered	
11.6	Claims	Covered	
11.7	Deductibles	Covered	
11.8	Highest Single Deductible	Covered	
11.9	Interim Payments	Covered	
11.10	No Control	Covered	
11.11	Expiration	Covered	
11.12	Cancellation	Covered	
11.13	Arbitration	Covered	
11.14	Applicable Law	Covered	
11.15	Subrogation	Covered	
11.16	Jurisdiction	Covered	
11.17	Bankruptcy and Insolvency	Covered	
11.18	Insured	Covered	
11.19	Additional Insured	Covered	
11.20	RSMD	Covered	
11.21	Cost of Repairs	Covered	
11.22	Assignment	Covered	
11.23	Further Damage to Stock/Property	Covered	
11.24	Loss Payee Clause	Covered	

11.25	Coinsurance Clause	Covered	
11.26	No Control	Covered	
11.27	Interim Payment	Covered	
11.28	Primary and Non Contributory	Covered	
11.29	Payment on Accounts	Covered	
11.30	Mis-description	Covered	
11.31	Non-Vitiation Clause	Covered	
11.32	Communicable Disease Exclusion	Covered	

**TRANSMISSION AND DISTRIBUTION (T & D) LINE OF RFCL**

Sl. No.	Particulars	Owned by	Length (Km)	Value in Rs.Crore	Insurable Interest lies with
1.	Distribution line inside premises in Ramagundam – 220 KV of RFCL Plant	RFCL	0.05 KM	28.76	RFCL
2.	Distribution line outside the premises from Karnala (Tapping point) to RFCL Plant, Ramagundam – 220 KV	RFCL	12.00		RFCL
3	Distribution line outside the premises in Township – 33 KV (underground)	RFCL	3.00		RFCL

Note:

1. Sum Insured for T & D lines for an amount of Rs. 28.76 Crores is included in Total Sum Insured;

**Pipe line Section**

**6.1.1.1 Raw Water Pipe Line**

Sl. No.	Particulars	Owned by	Length (Km)	Value in Rs.Crore	Insurable Interest lies with
1	Raw water pipeline from Yellampalli Dam to RFCL Plant Site	RFCL	29	76.96	RFCL

Note:

1. Sum Insured for Water Pipeline lines for an amount of Rs. 76.96 Crores is included in Total Sum Insured;

**6.1.1.2 Effluent Discharge Pipe Line**

Sl. No.	Particulars	Owned by	Length (Km)	Value in Rs.Crore	Insurable Interest lies with
1	Effluent Pipeline from RFCL plant Site to River Godavari Approx 27 Km.	RFCL		9.00	RFCL

Note:

Sum Insured for Effluent Discharge Pipeline for an amount of Rs. 9.00 Crores is included in Total Sum Insured

**6.1.1.3 Details of Gas Pipelines:**

Sl. No.	Particulars	Owned by	Length (Km)	Value in Rs.Crore	Insurable Interest lies with
---------	-------------	----------	-------------	-------------------	------------------------------

1	Kunchanapalli to Ramagundam NG pipeline	GITL	369	—	GITL
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*Gas pipeline is owned by GSPL India Transco Limited (GITL) and GITL is having insurable interest in the pipeline.*

***Claim History:***

***Under existing Mega Operational Policy***

***NIL***

***Format-1.1***





*THE BIDDER ON THE LETTER HEAD OF THE COMPANY*

*Dated*

*To*

*RFCL*

-----

-----

*Sub : Insurance Cover for RFCL*

*No : -----*

*With reference to your tender No. RFCL\_\_\_\_\_ inviting quotation for STANDALONE TERRORISM for RFCL we hereby confirm that our bid is inclusive of 100% capacity of the Risk as per the insurance/reinsurance arrangement as follows ::*

- |  |             |
|--|-------------|
| <i>1) Self-Retention of the bidder -</i> | <i>%</i>    |
| <i>2) Reinsurance Capacity -</i>         | <i>%</i>    |
| <i>3) Total -</i>                        | <i>100%</i> |

*Place:*

*[Signature of Authorized Signatory of Bidder]*

*Date:*

*Name:*

*Designation:*

*Seal:*

**Format-2.1**

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

Date: .....

**SUB: SUPPORT LETTER FOR COMPREHENSIVE ALL RISK INSURANCE COVER OF  
RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED.**

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

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

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

Sd.....

Seal....

**Format-2.2:**

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

Date: .....

**SUB: SUPPORT LETTER FOR STAND ALONE TERRORISM COVER OF RAMAGUNDAM  
FERTILIZERS AND CHEMICALS LIMITED FOR 2020-2021.**

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

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

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

Sd.....

Seal....

**Format-3**

*Dated*

*To*

*RFCL*

-----

-----

*Sub : Insurance Cover for RFCL against Tender No : RFCL-----*

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*With reference to your tender No. RFCL \_\_\_\_\_ inviting bids for Insurance Cover for RFCL, we hereby confirm that we don't require Re-Insurance (RI) in full for the aforesaid tender for.....(reason).*

*For Name of Bidder*

*(Signature of Authorised Signatory)*

*Note: The format is to be signed by CMD / Director / CEO / CFO/ CMO / CDO / ED / GM (GM only in case of PSU)*

## COMPREHENSIVE OPERATIONAL INSURANCE PACKAGE POLICY

*The insured named in the schedule as represented to **Insurer Name** (herein after called ‘the Insurer’) that they are interested in and duly authorized to make insurance hereinafter mentioned and described with the Company and has paid the premium as set out in the schedule of Rates as consideration for such insurance.*

*Now, this policy of insurance witnesses that the company will indemnify the insured, against all losses and damages to subject matter insured under this policy arising during the period of insurance, subject to and in consideration of the insured having paid to the company the premium mentioned in the said schedule of, the policy and subject to the exclusions as may be contained herein.*

### MEGA RISK POLICY WORDINGS

#### Policy Sections

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

##### 1.1 Insuring Clause

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

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

on / around / between the premises/ locations declared herein or at premises/ locations of third parties or as otherwise provided for herein or at premises/ locations rented, leased, used,

purchased or otherwise acquired by the Insured after inception of this Policy.

### **1.2 Excepted Clauses**

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

1. The deliberate and sustained operation of the Insured's Plant, Machinery or other equipment in excess of the design specification on the specific and intentional instruction of the insured except for the conditions permitted by the manufacturers or by judgment of a competent engineer.
2. Withdrawal or go-slow of labor or cessation of work.
3. Failure of supply of water, gas, electricity, fuel or power from outside source but should any resultant loss or damage occur to the insured property due to any peril which is not otherwise excluded as per the terms and conditions of the policy, the same would be indemnifiable.
4. Gradual subsidence and settlement, shrinkage or expansion or erosion of soil unless sudden accidental loss or damage covered under this policy ensues and only such ensuing loss will be covered under this policy.
5. IT IS ALSO UNDERSTOOD AND AGREED THAT subject to the PROVISO below, this insurance does not cover;
  - (a) Wear and tear, gradual deterioration, rusting, corrosion, metal fatigue, oxidation, auto-oxidation, damp, change in temperature or humidity, ordinary action of air or light of natural heating or drying.
  - (b) Fermentation, evaporation, loss of weight, contamination or change in quality (except where such is caused by an occurrence which is not otherwise excluded).
  - (c) The cost of replacing, repairing or rectifying defective parts, materials, workmanship, design or defect or omission in design or specification or latent defect, Loss of data, data media and records, as well as its regeneration.
  - (d) Clean up costs other than as provided under Removal of Debris Clause.
  - (e) Seepage and/ or pollution and/or contamination (except as provided under 1.4.4), direct or indirect arising from any cause whatsoever.
  - (f). infidelity of employees.

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

### **1.3 Excluded Property**

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

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

- (g) Cash, bullion, coins, cheques, stamps, precious stones, jewellery Antiques, securities, obligations of any kind, books of account, or other business book or records, computer records or data (Except to the extent covered under Proviso 3.8), manuscripts, plans, drawings, patterns or models

## **2. Conditions applicable to Section 1A**

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

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

Reinstatement or Replacement shall mean:

(I) where property is lost or destroyed, the rebuilding of any buildings or the replacement by similar property of any other property in either case in a condition equal to but not better or more extensive than its condition when new;

(II) where property is damaged the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its conditions when new.

(III) Where the damaged property is not replaced/ repaired/reinstated, the basis of indemnity would be the actual cash value of the property so damaged at the time of happening of its destruction.

#### ***Special Proviso***

1. The work of replacement or reinstatement (which may be carried out upon the same or another site and in any manner suitable to the requirements of the insured subject to the liability of the insurer not being thereby increased) must be commenced within 12 months of the date of the destruction or damage or such further period as the insurer shall in writing allow, otherwise no payment beyond the amount which would have been payable under this section of the policy if this clause had not been incorporated herein shall be made.

2. Where any property is damaged or destroyed in part only, the liability of the insurer shall not exceed the sum representing the cost which the insurer could have been called upon to pay for repair or reinstatement if such property had been wholly destroyed.

3. No payment beyond the amount which would have been payable under this section of the policy if this clause had not been incorporated therein shall be made if at the time of any destruction or damage such property shall be covered by any other insurance effected by or on behalf of the insured which is not upon the identical basis of reinstatement as stated in this section of the policy.

4. If at the time of the reinstatement, the sum representing 85 percent (85%) of the cost which would have been incurred in the reinstatement if the whole property covered by such item had been destroyed exceeds the sum insured thereon at the commencement of any destruction or damage then the Insured shall be considered as being his own Insurer for the difference between the sum insured and the sum representing 100 percent. (100%) of the cost of reinstatement of the whole of the property and shall bear a rateable proportion of the loss accordingly.

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

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

IN the event of destruction of or loss of or damage to catalyst and/or consumables Including lining and refractory while in the process, the basis of indemnification shall be Actual cash value (ACV) at the time of loss .The ACV amount shall be calculated by taking into account:

The Expired Life (EL) in working hours of the catalyst and/or consumables at the time of occurrence and;

The Normal Life Expectancy (NLE) in hours of the catalyst and/or consumables according to the technical service department assessment.;  
And applying them in the relationship (1-EL/NLE) to the total replacement costs of the catalyst and/or consumables to determine the actual cash value of the item

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

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

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

### **2.4 Limit of Liability**

In no event shall The Insurer's liability arising from any one accident or occurrence exceed the total value of Property Insured herein as per The Schedule.

### **2.5 72 HOURS CLAUSE**

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

#### **Flood**

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

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

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

#### **Earthquake**

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

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

#### **3.1. Insuring Clause**

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

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

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



in the schedule.

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

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

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

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

### **3.2. Exceptions**

The Insurer shall not be liable for:

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

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

2. Any increase in the cost of replacement or repair due to enforcement of any ordinance or law;

3. Wear and tear, rust, corrosion, erosion, cavitation, boiler scale, incrustation, deterioration, settling, gradual cracking, gradually developing deformation or distortion, gradual deterioration due to atmospheric conditions or due to other causes, but this exclusion shall be limited to the items immediately affected and shall not exclude liability for loss or damage to other parts of the *property insured* as a consequence thereof;

4. Loss or disappearance which is discovered only during an inventory or stocktaking or which is not traceable to a specific occurrence of loss or damage otherwise indemnifiable under this *section*;

5. Shrinkage, evaporation, loss of weight, consequences of exposure to light, change in flavour, colour, texture or finish affecting raw material, goods in process or finished goods unless such change in

condition is a direct consequence of an occurrence of loss or damage otherwise indemnifiable under this section;

6. Loss or damage attributable to extremes or changes of temperature or humidity or to non-existing, non-functionable or inadequate heating, air-conditioning or cooling equipment, condensation, excessive moisture, dampness, seepage, disease, deterioration, decay, mildew, mould, fungus, wet or dry rot, insect larvae or vermin of any kind, infestation unless resulting from a cause not otherwise excluded;

7. Any *malfunction* of hardware, software or embedded chips as well as any loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data (including but not limited to computer virus, worms, Trojan Horses); but this shall not exclude liability for loss of or damage to other parts of the *property insured* as a consequence thereof;

8. Costs arising from false or unauthorized programming, punching, labelling or inserting, inadvertent cancelling of information or discarding of data media and / or from loss of information caused by magnetic fields;

9. Costs of maintenance, upgrade or improvement, normal upkeep;

10. Consequential loss or any costs to reduce it other than that falling under business interruption section.

### **3.3 Dismantle costs**

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

## **4. CONDITIONS APPLICABLE TO SECTION 1B (MACHINERY BREAKDOWN):**

### **4.1 VALUATIONS AND ADJUSTMENT OF LOSS**

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

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

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

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

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

It is further noted and agreed that in the event of physical loss or damage to the property insured hereunder the insured, at their sole discretion, shall have the option to accept repair or replacement terms as offered by the Original Equipment Manufacturer (OEM) regardless of any other terms offered by other suppliers, manufacturers or fabricators. Provided always that the difference between the OEM quote and the lowest quote doesn't exceed 25% of the lowest quote and quotes are based on the same technological specifications.

### **4.2 DUE DILIGENCE**

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

#### **4.3 REPAIRS**

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

#### **4.4 REMOVAL**

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

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

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

#### **5. CLAUSES/Extensions/ADD ONS APPLICABLE to Sections A “All Risk”**

##### **5.1 Earthquake (Fire & Shock):**

It is hereby agreed and declared that notwithstanding anything stated in the printed exclusions of this policy to the contrary, this Insurance is extended to cover loss or damage (including loss or damage by fire) to any of the property Insured by this policy occasioned by or through or in consequence of earthquake including flood or overflow of the sea, lakes, reservoirs and rivers and/or Landslide/Rockslide resulting there from.

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

##### **5.2. Storm Tempest Flood & Inundation:**

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

#### **6. CLAUSES/Extensions/ADD ONS APPLICABLE to Sections 1A and 1B**

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

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

##### **6.2 Local Authorities Clause**

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

i. The amount recoverable under this extension shall not include:

a. The cost of complying with any such regulations, bye-laws, or Statutory provisions where destruction or damage occurs prior to inception of this Policy, or is not insured by this Policy, or where notice to comply has been served upon the insured prior to the occurrence of any destruction or damage or in respect of any undamaged sections to the property.

b. Any increased rates, taxes, duties, charges, levies or assessment as a result of complying with such Regulations, Bye-laws or Statutory provisions;

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

### **6.3 Fire Fighting Expenses/ Foam Consumption**

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

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

All claims for personal injury are excluded.

### **6.4 Property In Transit**

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

### **6.5 Contamination And Co-Mingling Of Stock**

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

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

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

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

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

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

### **6.8 Expediting Expenses**

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

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

Necessary expenses of chartered carriage or delivery; chartered and/or other travel (including by sea or air) of the Insured's directors, officers, employees, agents, contractors, sub-contractors, consultants or representatives. Hire of additional labour, equipment, materials or services, including overtime to Employees / Contractors, accommodation including meals or other incentives to complete work faster.

### **6.9 Immediate Repairs**

It is agreed that in case of loss the Insured, if they so elect, may immediately begin repairs or reconstruction but such work shall at all times be open to supervision by the Insurer and in case of

dispute as to the cost of repair and/or reconstruction the loss shall be settled in accordance with the terms of this Policy, the sole object of this Condition being not to deprive the Insured from the use of operating properties which may be necessary to their Business. Evidence of loss to be photographed and if any damaged items are replaced, the same to be preserved for inspection by surveyor.

#### **6.10 Catalysts And Consumable Interests In Process**

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

#### **6.11 Minor Works**

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

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

This Section shall be subject to Policy deductible.

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

#### **6.12 Property In Course Of Construction**

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

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

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

#### **6.13 Spontaneous Combustion**

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

#### **6.14 Archives**

At the Insured's option indemnity hereunder shall include reasonable costs incurred in the reconstruction of archives, record account documents, plans, computer programmes and data.

#### **6.15 Professional Fees**

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

#### **6.16 Drain Clearance**

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

### **6.17 Temporary Protection**

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

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

Subject to the Sub-Limit of Liability as stated in the Schedule for Professional Fees and Claims Preparation Costs, the insurance under this Item is to cover:

- (a) such professional fees as may be payable by the Insured;
- (b) such other expenses incurred by the Insured and not otherwise recoverable, for preparation, proving and/or verification of claims made by the Insured under this Policy;
- (c) the costs of arbitration if incurred and such reasonable professional fees and other reasonable expenses related thereto.

For the purpose of this Clause such reasonable professional fees shall include but not be limited to fees for financial advisors, accountants, loss adjusters, insurance intermediary, business interruption claims advocates and preparers and valuers appointed by the Insured.

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

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

### **6.20 Capital Addition**

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

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

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

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

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

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

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

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

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

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

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

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

The coverage herein shall be extended to cover loss of data, data media and records including plans and documents as well as its regeneration costs necessarily and reasonably incurred by the Insured consequent upon a loss or damage covered by this policy.

Indemnity under this extension is subject to:

- i. the loss of data, data media and records having been caused by a damage covered under sections 1 A or 1 B
- ii. data / software back-up being kept in fireproof safe
- iii. The following special exclusions shall apply:
  - loss or damage for which the repair company or maintenance company is contractually liable.
  - any costs for standard adjustment, rectifying functional failures and maintenance of insured object unless necessary in connection with the repair of an insured loss
  - normal wear and tear of media.
  - erroneous programming, perforating, loading or printing.

### **6.24 Designated Property Clause**

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

### **6.25 Nominated Loss Adjustors**

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

- Proclaim Insurance Surveyors and Loss Assessors Private Limited
- MACK Surveyor
- Rakesh Kapoor and Company
- Protocol Insurance Surveyors & Loss Assessors Pvt. Ltd

The above list is indicative and need to be discussed before finalizing

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

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

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

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

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

This Insurance covers the Insured's property excluding Stock, Finished Goods and Raw Materials against the perils covered under this Policy whilst temporarily removed for cleaning, renovation, repair and other similar purposes, elsewhere on the same or to any other premise within India without limit of liability.

—

The amount recoverable under this Extension shall not exceed the amount which would have been recoverable had the destruction or damage occurred in that part of the Premises from which the Property

is temporarily removed.

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

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

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

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

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

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

#### **Special Provisions**

1. The work of replacement of reinstatement (Which may be carried out upon another site and in any manner suitable to the requirements of the insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch and in any case must be completed within 12 months after the destruction or damage or within such further time as the company may in writing allow, otherwise no payment beyond the amount which would have been payable under the policy if this memorandum had not been incorporated therein shall be made.

2. Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under the policy if this memorandum had not been incorporated therein.

3. If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed, exceeds the sum Insured thereon or at the commencement of any destruction or damage to such property by any of the perils insured against by the policy, then the insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the policy (if more than one) to which this memorandum applies shall be separately subject to the foregoing provision.

1. This Memorandum shall be without force or effect if :

a. the Insured fails to intimate to the Company within 6 months from the day of destruction or damage or such further time as the Company may in writing allow his intention to replace or reinstate the property destroyed or damaged.

b. The Insured is unable to unwilling to replace or reinstate the property destroyed or damaged on the same or another site”

### **6.31 Deliberate Damage**

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

### **6.32 Automatic Reinstatement**

At all times during the Period of Insurance of this Policy, the Insurance cover will be maintained to the full extent of the respective Sum Insured in consideration of which upon the settlement of any loss under this policy exceeding the amount specified in the Schedule, pro-rata Premium for the un-expired period from the date of such loss to the expiry of Period of Insurance for the amount of such loss shall be payable by the Insured to the Insurers.

The additional Premium referred above shall be deducted from the net claim amount payable under this Policy. This continuous cover to the full extent will be available notwithstanding any previous loss for which The Insurer may have paid hereunder and irrespective of the fact whether the additional Premium



as mentioned above has been actually paid or not following such loss. The intention of this condition is to ensure continuity of the cover to The Insured subject only to the right of The Insurer for deduction from the claim amount, when settled, of pro-rata Premium to be calculated from the date of loss till expiry of this Policy

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

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

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

The cost of decontamination and removal of insured property in a manner to satisfy such law or ordinance;

The cost to extract pollutants and/or contaminants from soil from the Insured's premises if the release, discharge or dispersal of such pollutants and/or contaminants occurs during the Policy period

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

For the purpose of this coverage:

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

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

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

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

### **6.34 Newly Acquired Property**

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

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

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

### **6.35 Extra Expenses**

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

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

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

#### **DEFINITION**

The term "Extra Expense(s)" wherever used in this form, is defined as the excess (if any) of the cost(s) incurred during the period of restoration, chargeable to the operation of the Insured's business, over and above the cost(s) that would normally have been incurred to conduct the business during the same

period had no damage or destruction occurred

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

Subject to the Policy terms and conditions cover hereon includes

Loss occasioned by the enforcement of any laws(s) or ordinance(s) regulating the construction, repair or use of building(s) or structure(s) and in force at the time such loss occurs which requires the demolition of any portion of the building(s) or structure(s) which have not suffered damage from the same loss occurrence under this Policy (all locations).

The cost incurred in actually rebuilding both the damaged and demolished portions of the building(s) or structure(s) with materials and in a manner to fully satisfy such ordinance(s) or law(s).

The total liability under this clause shall not exceed actual expenditure incurred in demolishing the undamaged portion of the building(s) or structure(s) involved plus the lesser of the following:

- a. The actual expenditure incurred not including the cost of land in rebuilding on another site, or
- b. The cost of rebuilding on the same site.

Insurers shall not be liable for any cost of demolition or increased cost of construction of property necessitated by any law or ordinance regulating any form of pollution or contamination.

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

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

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

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

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

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

It is hereby agreed and declared that, notwithstanding anything contained to the contrary, in the within written Policy, the insurance of this policy shall extend to cover loss or damage by Spoilage resulting from the retardation or interruption or cessation of any process or operation caused by any of the perils covered under this Policy, provided that liability for destruction of or damage to the property insured described in the schedule to this policy, or any part of such property, is first admitted by the company. Provided always that all the conditions (except in so far as they may be hereby expressly varied) shall apply as if they had been incorporated herein and that any reference therein to the loss or damage caused by insured perils shall be deemed to apply also to loss or damage caused by Spoilage which peril this insurance extends to include by virtue of this Endorsement.”

#### **Special Conditions**

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

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

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

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

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

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

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

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

#### **6.42. Margin Clause**

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

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

"It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, this insurance shall be extended to cover at the Insured exchange rate increased Customs Duty percentage payable on the replacement supplies over and above the Customs Duty taken into account while arriving at the sum insured of the affected item.

Provided always that such additional duty is incurred in connection with any loss or damage to the insured items recoverable under the policy and provided further that the amount payable hereunder shall not exceed Rs. 5 Crs eel.

#### **6.44. Technological Improvement**

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

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

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

#### **6.46. OEM Equipments**

It is further noted and agreed that in the event of accidental physical loss or damage to the Property Insured hereunder The Insured, at sole discretion, shall have the option to accept repair or replacement terms as offered by the Original Equipment Manufacturer (OEM) regardless of any other terms offered from other suppliers, manufacturers or fabricators. Provided always that the difference between the OEM quote and the lowest quote does not exceed 30% of the lowest quote and quotes are based on same technological specifications. As far as reasonable the order for repairs/ replacement can be placed with OEM on single quote basis for proprietary items/ equipment's.

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

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

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

It is hereby declared and agreed that this insurance shall cover all real and personal property of every kind and description belonging to the Insured and/or goods under consignment, held in trust or on lease

or paid awaiting delivery for which the Insured may be held liable for loss or damage while in their care, custody or control.

## **7. Conditions Applicable To Section 1 A (Property Damage) & Section 1B (Machinery Breakdown)**

### **7.1 Waiver of Underinsurance**

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

Each item of the policy to which this condition applies shall be separately subject to the foregoing provision.

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

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

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

This insurance does not cover any liability for:

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

### **7.3 Waivers of Recourse**

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

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

### **7.4 Escalation**

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

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

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

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

i. Mechanical Testing.

ii. Testing and Commissioning.

iii. Performance testing conforming to 100 pct. Contract Design Criteria and continuous operation of a minimum 72 hours duration.

iv. Official acceptance by the Insured following formal hand over certificate procedure. (It being understood that no equipment faults or punch list items affecting operation integrity of the plant are outstanding, unless otherwise agreed by Insurers).

In the event that compliance with (ii), (iii) and (iv) will be deferred upon mechanical completion or

testing, such alternative procedures which will be adopted prior to the attachment under the policy shall be agreed upon between the Insurers and the Insured on a case to case basis and the attachment of risk under the policy shall be subject to the approval of the Insurer.

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

### 7.6 Expiration Clause

If this policy should expire or be cancelled while an insured event is in progress, it is understood and agreed that insurers, subject to all other terms and conditions of this policy, are responsible as if the entire loss had occurred prior to the expiration of this insurance.

### 7.7 Obsolete Equipment/Parts

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

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

## 8. SECTION 2- Business Interruption

### 8.1. Definitions

Turnover	The money paid or payable to the insured for goods sold and delivered and for services rendered in the course of business	
Gross Profit	The amount of the turnover of the affected unit (adjusted by deducting opening stocks and adding closing stocks) from which shall be deducted the specified working expenses of the affected unit (s)/department (s), line (s).	
Indemnity period	The period beginning with the occurrence of the damage and ending not later than <b>12</b> months as mentioned in the schedule thereafter during which the results of the business shall be affected in consequence of the damage.	
Specified working expenses	<ul style="list-style-type: none"> <li>a. Raw Materials</li> <li>b. Variable portion of Cost of utilities</li> <li>c. Variable portion of Repairs &amp; Maintenance.</li> <li>d. Catalysts, Chemicals and Stores</li> <li>e. Irrecoverable Taxes.</li> <li>f. Packing cost</li> </ul>	
Rate of gross profit	The rate of gross profit earned on the turnover during the financial year immediately before the date of damage.	To which such adjustments shall be made as may be necessary to provide for the trend of the business and for Variations in or special circumstances affecting the business either before or after the damage or which would have affected the business had the damage not occurred so that the figures thus adjusted shall represent as nearly as may be practicable the results, which but for the damage would have been obtained during the relative period after the damage.
Standard turnover	The turnover during that period in the twelve months immediately before the date of damage which corresponds with the indemnity period.	
Annual turnover	The turnover during the 12 months immediately before the date of damage	

## **8.2 Insuring Clause**

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

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

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

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

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

### **Territorial Scope: India**

## **SPECIFICATIONS**

### **8.3. Gross Profit**

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

(I) reduction in Turnover and

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

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

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

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

## **9. CLAUSES/EXTENSIONS/ADD ON COVERS APPLICABLE TO BUSINESS INTERRUPTION SECTION 2**

### **9.1 Prevention of Access**

Coverage under this section shall extend to include loss or reduction resulting from cessation, interruption,

interference or inhabitation to the business as consequence of physical destruction of or damage to the to property belonging to the Insured or property within a radius of 5 Kms from the insured premises or prohibition by any governmental or municipal order, to obtain access to, or exit from their own premises. 30 days in excess of Business Interruption policy deductible for occurrences within 5 Kms. Cover applicable only inland. Port blockage is excluded.

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

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

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

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

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

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

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

There is no cover for unnamed foreign suppliers & customers

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

Definition of "direct" as below:

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

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

## **9.3 Public utilities**

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

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

#### **9.4 Additional Increased Cost of Working**

It is hereby agreed and declared that notwithstanding anything contained herein to the contrary, this policy extends to cover costs and expenses necessarily and reasonably incurred during the indemnity period in consequence of the 'Damage' and not otherwise payable for the purposes of maintaining the business, it being understood that if any such costs are of a capital asset nature then account shall be taken of the residual value of such capital items so involved existing at the end of the maximum Indemnity Period.

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

#### **9.5 Professional Accountants**

Any particulars or details contained in the Insured's books of account or other business books or documents which may be required by the insurers under the conditions of this Policy for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for the Insured and their report shall be prima facie evidence of the particulars and details to which such report relates.

The insurer will pay to the insured the reasonable charges payable by the Insured to their professional accountants for producing such particulars or details or any other proofs, information or evidence as may be required by the Insurer under the terms of this Policy and reporting that such particulars or details are in accordance with the Insured's books of account or other business books or documents

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

In the event that, following damage during the period of insurance the business carried on by the insured at the premises is in consequence thereof interrupted or interfered with a date later than that of said damage, insurers agree to delay the commencement of any indemnity period to the time and date of when such later interruption or interference begins

Provided always the insurers shall not be liable for any loss :

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

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

#### **9.7 Premium Adjustment**

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

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

### **10. CONDITION APPLICABLE TO BUSINESS INTERRUPTION SECTION 2**

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



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

#### **10.2. Outage Clause**

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

#### **10.3. Aggravation Clause**

It is noted and agreed that the operation of the excluded perils shall not prejudice the right of the Insured to recover under this Policy of Insurance any further loss caused by aggravation of an originally covered loss within the period of Indemnity

#### **10.4. Departmental Clause**

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

#### **10.5 Agreed bank Clause:**

It is hereby declared and agreed:-

a. That upon any monies becoming payable under this policy the same shall be paid by the Company to the Lender / Bank / Financial Institution and such part of any monies so paid as may relate to the interests of other parties insured hereunder shall be received by the Lender / Bank / Financial Institution as Agents for such other parties.

b. That the receipts of the Lender / Bank / Financial Institution shall be complete discharge of the Company therefore and shall be binding on all the parties insured hereunder. That if and whenever any notice shall be required to be given or other communication shall be required to be made by the Company to the insured or any of them in any manner arising under or in connection with this policy such notice or other communication shall be deemed to have been sufficiently given or made if given or made to the Lender / Bank / Financial Institution.

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

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

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

parties insured hereunder or from any securities or funds available

## **10.6 Multiple Insured Clause**

1. It is noted and agreed that if the Insured described in the Schedule comprises more than one insured party each operating as a separate and distinct entity then (save as provided in this Multiple Insureds Clause) cover hereunder shall apply in the same manner and to the same extent as if individual policies had been issued to each such insured party provided that the total liability of the Insurers to all of the insured parties collectively shall not exceed the limits of liability including any sub limits as stated in the policy.
2. It is understood and agreed that any payment or payments by Insurers to any one or more such insured parties shall reduce to the extent of that payment Insurers liability to all such parties arising from any one event giving rise to a claim under this policy and (if applicable) in the aggregate.
3. It is further understood that the insured parties will at all times preserve the various contractual rights and agreements entered into by the insured parties and the contractual remedies of such parties in the event of loss or damage
4. It is further understood and agreed that insurers shall be entitled to avoid liability to or (as may be appropriate) claim damages from any of the insured parties in circumstances of fraud, material misrepresentation, material non-disclosure, or breach of any warranty or condition of this policy each referred to in this clause as a Vitiating Act.
5. It is however agreed that (save as provided in this Multiple Insured's Clause) a Vitiating Act committed by one insured party shall not prejudice the right to indemnity of any other insured party who has an insurable interest and who has not committed a Vitiating Act.
6. Insurers hereby agree to waive all rights of subrogation which they may have or acquire against any insured party except where the rights of subrogation or recourse are acquired in consequence or otherwise following a Vitiating Act in which circumstances Insurers may enforce such rights notwithstanding the continuing or former status of the vitiating party as an Insured

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

## **10.7. Waiver of subrogation:**

The Company agrees to waive its rights by subrogation against any subsidiary or associated organisation owned or controlled by the Insured and any organisation which owns or controls the Insured, and such organisations as specified in this Policy before material loss. For the purpose of this provision, organisation shall include any of its partners, officers or employees acting on behalf of the organization

## **10.8 Accumulated Stocks**

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

## **10.9 Take or pay costs**

To the extent that the insured is liable to purchase gas (including transportation) or other fuel as defined in any Take or Pay Contract, it is hereby understood that such costs are deemed to be insured under this section to the extent such expenses are included in the declared sum insured. (Detailed contract abstracts – kindly refer – “Other Annexures”)

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

### **11.1 CONTRIBUTION**

If at the time of any loss or damage happening to any property hereby insured, there be any other subsisting

insurance or insurances covering the same property, the insurer shall not be liable to pay or contribute more than their rateable proportion of such loss or damage.

### **11.2 DUE DILIGENCE**

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

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

### **11.3 FRAUD**

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

### **11.4 ERRORS AND OMISSIONS**

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

### **11.5 ALTERATIONS**

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

### **11.6 CLAIMS**

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

i. a claim in writing for the loss, destruction or damage containing as particular an account as may be reasonably practicable of all the several articles or items of Property damaged or destroyed, and of the amount of the destruction or damage thereto respectively, having regard to their value at the time of the loss, destruction or damage, not including profit of any kind, (other than in case of finished stocks and indemnifiable under Business Interruption Section of this policy) together with particulars of any

consequential loss resulting therefrom;

ii. Particulars of all other insurances which are or could be applicable to loss, if any.

The Insured shall at their own expense produce, procure and give to the Insurer all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin, cause and circumstances under which the destruction or damage occurred, and any matter affecting the liability or the amount of the liability of the Insurer as may be reasonably required by or on behalf of the Insurer together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

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

### **11.7 DEDUCTIBLES**

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

Where Property Damage results in Business Interruption, the deductibles under Property Damage and Business Interruption shall apply separately.

### **11.8 HIGHEST SINGLE DEDUCTIBLE**

a. No claim or series of claims under this policy arising out of the same event shall be subject to more than

- one deductible or time excess, as the case may be.
- b. In the event of any claim or series of claims falling under more than one sections of this policy, only the highest of deductibles or time excess applicable shall apply to the exclusion of all others.
- c. However where property damage also results in business interruption the deductible applicable to property damage and business interruption shall apply separately.

#### **11.9 INTERIM PAYMENTS**

*Underwriter shall promptly make an on-account payment of 50% of the assessed amount by Surveyor for Material Damage within 15 (Fifteen) days of receipt of initial Survey Report. In other words, on account payment will become due on establishment of prima facie admissibility of the claim which will be worked out on the basis of estimated value without asking for quotations etc.*

*The balance amount of the claim shall be settled and paid within 21 days after submission of all relevant documents.*

*The insured will give required relevant document to the extent possible for settlement of claims. However, in case of non-availability of required documents Insurer will settle the claims based on the market information and engineering estimates. In short the emphasis should be on the spirit of indemnity and not on procedures.*

#### **11.10 NO CONTROL**

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

#### **11.11 EXPIRATION**

If this policy should expire or be cancelled while an insured event is in progress, it is understood and agreed that insurers, subject to all other terms and conditions of this policy, are responsible as if the entire loss had occurred prior to the expiration of this insurance.

#### **11.12 CANCELLATION**

This insurance may be terminated at any time at the request of the Insured with 7 days notice and may also be terminated at the option of the insurers on 90 days written notice to that effect being given to the Insured. In either case the premium due to the Insurer shall be calculated in ratable proportion to the time the policy has remained in force.

#### **11.13 ARBITRATION**

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

It is clearly agreed and understood that no difference or dispute shall be referred to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that the award by such arbitrator / arbitrators of the amount of the loss or damage shall be first obtained.

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

#### **11.14 APPLICABLE LAW**

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

#### **11.15 SUBROGATION**

The Insured shall, at the expense of the Insurer, do, and concur in doing and permit to be done, all such acts and things as may be necessary or reasonably required by the Insurers for the purpose of enforcing

any rights and remedies or of obtaining relief or indemnity from other parties to which the Insurers shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the insurer.

#### **11.16 JURISDCITION**

This Agreement shall be construed according to Indian laws and the Insurers undertake to submit to the Jurisdiction of Indian Courts in respect of any matter relating to or arising out of this Agreement but nothing herein contained shall be held to detract from the force of the Arbitration clause.

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

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

#### **11.18 INSURED**

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

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

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

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

For the purposes of this agreement, Holding company and Subsidiary company shall have the meaning ascribed to them under Section 2 of Companies Act, 2013

- a) 'Control' means, with respect to any company, the ability to Control the composition of a majority of the Board of Directors thereof and/or the power, contractually or statutorily or otherwise to direct the management and day-to-day operations and policies of such companies.
- b) Joint ventures and/or partners of any of the companies setout in paragraph 1(a) above and/or various lenders from India and abroad of such companies for their respective interests as they may now or hereafter exist in respect of property owned, possessed, leased, hired, managed, operated or financed by them;
- c) Any officer, director, partner or employee of the companies or entities referred to in paragraphs 1(a) or 1(c), while acting in his capacity as such in respect of property owned or possessed, leased, hired, managed or operated by any of the companies or entities referred to in paragraphs 1(a) and 1(c) above;
- d) Any person, entity, organisation, trust, trustee, any Government, local and/or statutory authority, or estate to whom the companies or entitles referred to in paragraphs 1(a), 1(b) or 1(c) is or are obligated by virtue of a written contract or agreement to provide insurance such as is afforded by this Policy, but only to the extent of such obligation and in respect of operations by or on their behalf of the companies or entities referred to in paragraphs 1(a), 1.(b) or 1(c) or of facilities of the Insured or of facilities used by the Insured in respect of property owned, possessed, leased, hired, or operated by them.
- e) Contractors of the insured for their respective rights and interests.

#### **11.19 ADDITONAL INSURED**

It is understood and agreed that any individual, firm, corporation and/or its joint venture's, for whom or with whom the Insured may be operating is hereby named as additional Insured when required by contract, or as required. It is further understood and agreed that in the event there is any violation of the terms and conditions of this insurance by one Insured, it shall not affect the rights of other Insureds. Including interest of mortgagees and notice of assignment in respect thereof.

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

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

**11.21 COST OF REPAIRS**

In respect of the Property covered hereunder, all costs of repairs and/or replacement including leviable duty and taxes for which insurers may be liable shall be on the basis of New for Old at the place of loss without taking into account and / or giving effect to depreciation or technological, functional or economic obsolescence. The rate and charges applicable for utilization of Insured’s owned or chartered vessels, crafts, equipment in the repair / replacement of a loss damage and the percentage of overheads thereon to be taken from the certified rates as arrived at by the Insured from time to time. With respect to any property or improvements or additions to insured properties, coming at risk during the term of this insurance, Insurer’s liability hereunder shall not exceed the cost to the Insured of said properties improvements and/or additions. Coverage hereunder shall include repair costs and / or replacement as deemed necessary to comply with any laws, regulations or other instructions by Government Bodies and / or regulatory authorities. It is further noted and agreed that in the event of physical loss or damage to the Property Insured hereunder the Insured, at their sole discretion, shall have the option to accept repair or replacement terms as offered by the Original Equipment Manufacturer (OEM) regardless of any other terms offered from other suppliers, manufacturers or fabricators. Provided always that the difference between the OEM quote and the lowest quote does not exceed 25% of the lowest quote and quotes are based on same technological specifications.

However decision of RFCL Technical department will prevail in deciding “same technological specifications”.

**11.22 ASSIGNMENT**

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

**11.23 FURTHER DAMAGE TO STOCKS/PROPERTY**

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

**11.24 LOSS PAYEE CLAUSE**

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

**11.25 COINSURANCE CLAUSE**

- 1. It is hereby declared and agreed that insurers named hereunder severally agree and accept the following for the proportion set against its name:
  - 1.1. In event of any claim being admissible by the insurer towards the liability, to pay or make good to the insured the value of the property at the time of the happening of its loss or destruction or the amount of such damage thereto as provided for under the policy and / or,
  - 1.2. To indemnify the insured against liability at law or damage to any property or injuries to persons as provided for under the policy

**2. Co -insurance Schedule:**

Sr. No.	Insurance Company	Share (%)
	L1	50%
	L2	25%
	L3	15%
	L4	10%
	TOTAL	100%

### 3. Conditions forming part of this clause

It is hereby agreed and understood that:

- 3.1 The Insured in exercise of his option has after having understood the implications, selected the above named lead Insurer and the named Co-insurers vide sr. Nos. of the co- Insurance schedule as in point no. 2 of this clause under the policy.
- 3.2 The duties of insured would devolve upon the authorized intermediary licensed by IRDA (referred to as authorized representative here after) where the insured appoints such authorized intermediary to transact on his behalf with the insurer/s.
- 3.3 It shall be the responsibility of the insured or his authorised representative licensed by IRDA to decide on the panel of co-insurers and their respective shares of the risk herein as set out in co-insurance share under paragraph 2 above and communicate the same to all such participating co-insurers, prior to assumption of risk.
- 3.4 The lead Insurer shall finalise the terms and conditions applicable to the risk in the form of an underwriting slip with a unique code to be handed over to the Insured/Authorised intermediary.
- 3.5 It shall be the responsibility of the insured or his authorized representative to ensure that all insurers listed in the co-insurance schedule under paragraph 2 above, are fully aware of the terms and conditions of this policy and shall secure their unqualified acceptance of such terms and conditions prior to issuance of cover and inclusion of names of insurers in this co-insurance arrangement.
- 3.6 During the currency of the policy, if there are any material changes in risk or as changes in original terms and conditions such as variation in Sum Insured, changes in premium charged, extension of policy period, etc., the same shall be communicated by the insured or his authorised representative giving sufficient advance notice of 7 days to the leader as well as all other participating co-insurers listed in the co-insurance schedule under paragraph 2 above and procure confirmation thereon. The endorsement to this effect shall be executed by the lead insurer under advice to all other participating co-insurers.
- 3.7 The liability of the insurers shall in no case exceed in respect of each item of the sum expressed in the set schedule to be insured thereon or in the all, the total sum insured hereby or sums as may be substituted thereof by endorsement.  
“In the event of any of the Coinsurers chosen by the Insured as per Paragraph 3.1 above and listed in coinsurance schedule, wishes to withdraw from participation in this Policy at any time during currency, may do so after giving notice of 14 days (from date of intimation of changes in risk by Insured/ Intermediary) only in the event of following contingencies:
  1. Increase in Sum Insured beyond the agreed and accepted amount including escalation in Sum Insured, as recorded in the underwriting slip
  2. Change in Terms and conditions of Cover as agreed and accepted in the Underwriting Slip. In the event of withdrawal as above by any Insurer from Coinsurance participation under the policy, the Insured shall arrange for an alternative Insurer to take care of the full share of risk vacated by the existing Insurer. In the event of Insured failing to do so, the Insured shall be considered as his own Insurer for such share of risk or part there of which is not taken up by such alternative Co-Insurer.”
- 3.8 In the event of a claim under this policy, the insured shall give notice of its occurrence to the Lead Insurer with a copy to all the insurers as listed in clause 2 above.
- 3.9 Upon receipt of such notification of claim, all claim related activities including appointment of surveyors, etc. shall be done by the lead insurer who shall decide the admissibility as well as quantum of the claim and the co-insurers shall abide by the same.
- 3.10 In the event of any claim being value of more than Rs. 5 crores, the lead insurer can immediately demand and the following co-insurer shall pay the cash call of their proportionate share of loss.
- 3.11 In all other cases, where the Lead Insurer pays 100% of the assessed loss, the following co-insurer/s shall remit their share of the loss to the Lead Insurers within a maximum period of 21 days from the date on which the Lead Insurer makes the demand.  
Lead Insurer’s declaration that the Claim and the amount there of was in accordance with terms and conditions of the Policy issued shall be considered sufficient by the co-insurers for the purpose of remitting their share of the loss to the Lead Insurer.
- 3.12 The co-insurers forming part of this agreement shall be entitled to demand and obtain from the Lead Insurer/Intermediaries copies of all policies, endorsements or other claim related documents relevant to this co-insurance clause.  
Amendments to the above coinsurance clause are as per below:
  1. Clause 3.6, 3.7 and 3.8 of co- insurance clause 2014 stands deleted, and
  2. Any alterations and /or amendments and/or adjustments agreed upon the terms of leading insurer's agreement shall be automatically binding on the participating co-insurers hereon who agree to waive advice hereunder.

**11.26. No Control**

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

**11.27. Interim Payment**

As explained elsewhere in the Tender Documents.

**11.28 Primary & Non Contributory**

It is expressly agreed that this policy provides primary Insurance Cover and shall not be contributory to any other policy that may exist whether the other policy also covers the interest of the Insured or not. Subject otherwise to the terms & conditions of the policy

**11.29. Payments on account:**

As mentioned I 11.27

**11.30 Mis-description**

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

**11.31 Non-Vitiation Clause**

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

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



## **General exclusions to all sections**

### **WAR AND CIVIL WAR EXCLUSION**

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

### **ELECTRONIC DATA ENDORSEMENT B**

#### **1. Electronic Data Exclusion**

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

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

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

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

(b) However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this policy, subject to all its terms, conditions and exclusions will cover physical damage occurring during the policy period to property insured by this policy directly caused by such listed peril.

Listed perils

Fire

Explosion

#### **2. Electronic Data Processing Media Valuation**

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

Should electronic data processing media insured by this policy suffer physical loss or damage insured by this policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this policy does not insure any amount pertaining to the value of such electronic data to the assured or any other party, even if such electronic data cannot be recreated, gathered or assembled.

## **ELECTRONIC DATA RECOGNITION CLAUSE EDRC (B)**

### **SECTION 1**

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

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

(b) Any change, alteration or modification involving the date change to the year 2000 or any other date change, including leap year calculations, to any such computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not.

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

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

### **SECTION 2**

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

### **SECTION 3**

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

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## **TOXIC MOULD EXCLUSION CLAUSE**

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

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

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

## **INSTITUTE CYBER ATTACK EXCLUSION CLAUSE**

1.1 Subject only to clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

1.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

### **TOTAL ASBESTOS EXCLUSION CLAUSE**

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

### **RADIOACTIVE EXCLUSION**

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

1. ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
2. the radioactive, toxic, explosive or other hazardous or contamination properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
3. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
4. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

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

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

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

## **POLLUTION / CONTAMINATION EXCLUSION CLAUSE**

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

- Pollution or contamination which itself results from a peril insured against
- Any peril insured against which itself results from a pollution or contamination.

This agreement also excludes any liability in connection with disposed or dumped waste materials or substances.

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

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provisions of such cover, payment of such claim or provision of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## **NUCLEAR ENERGY RISKS EXCLUSION CLAUSE**

This agreement shall exclude Nuclear Energy Risks whether such risks are written directly and / or by way of reinsurance and/or via Pools and/or Associations. For all purposes of this agreement Nuclear Energy Risks shall mean all first party and/or third party insurances or reinsurances (other than Workers' Compensation and Employers' Liability) in respect of:

I. All Property, on the site of a nuclear power station. Nuclear Reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station.

II. All Property, on any site (including but not limited to the sites referred to in I above) used or having been used for:

(a) The generation of nuclear energy; or

(b) The Production, Use or Storage of Nuclear Material.

III. Any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local Pool and/or Association.

IV. The supply of goods and services to any of the sites, described in I to III above, unless such insurances or reinsurances shall exclude the perils of irradiation and contamination by Nuclear Material.

Except as undernoted, Nuclear Energy Risks shall not include:

(i) Any insurance or reinsurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of Property as described in I to III above (including contractors' plant and equipment);

(ii) Any Machinery Breakdown or other Engineering insurance or reinsurance not coming within the scope of (i) above.

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

However, the above exemption shall not extend to:

1. The provision of any insurance or reinsurance whatsoever in respect of:-

(a) Nuclear Material;

(b) Any Property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or - for reactor installations - as from fuel loading or first criticality where so agreed with the relevant local Nuclear Insurance Pool and/or Association.

2. The provision of any insurance or reinsurance for the undernoted perils:

- Fire, lightning, explosion;
- Earthquake;
- Aircraft and other aerial devices or articles dropped therefrom;
- Irradiation and radioactive contamination;
- Any other peril insured by the relevant local Nuclear Insurance Pool and / or Association;

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

#### Definitions

"Nuclear Material" means:

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

(ii) Radioactive Products or Waste.

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

"Nuclear Installation" means:

(i) Any Nuclear Reactor;

(ii) Any factory using nuclear fuel for the production of Nuclear Material, or any factory for the processing of Nuclear Material, including any factory for the reprocessing of irradiated nuclear fuel; and

(iii) Any facility where Nuclear Material is stored, other than storage incidental to the carriage of such material.

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

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

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

"High Radioactivity Zone or Area" means:

(i) For nuclear power stations and Nuclear Reactors, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store; and

(ii) For non-reactor Nuclear Installations, any area where the level of radioactivity requires the provision of a biological field.

## **TERRORISM DAMAGE EXCLUSION CLAUSE**

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

For the purpose of this warranty an act of terrorism means an act, including but not limited to the use of force or violence and /or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or governments(s) committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

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

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

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

## **COMMUNICABLE DISEASES EXCLUSION**

- i. Notwithstanding any provision, clause or term of this Insurance Contract to the contrary, this Insurance Contract excludes any loss, cost, damage, liability, claim, fines, penalty or expense or any other amount of whatsoever nature, whether directly or indirectly and/or in whole or in part, related to, caused by, contributed to by, resulting from, as a result of, as a consequence of, attributable to, arising out of, arising under, in connection with, or in any way involving (this includes all other terms commonly used and/or understood to reflect or describe nexus and/or connection from one thing to another whether direct or indirect):
  - a) a Communicable Disease and/or the fear or threat (whether actual or perceived) of a Communicable Disease and/or the actual or alleged transmission of a Communicable Disease regardless of any other cause or event contributing and/ or occurring concurrently or in any sequence thereto, and
  - b) a pandemic or epidemic, as declared by the World Health Organisation or any governmental authority.
- ii. As used herein, Communicable Disease means: any infectious, contagious or communicable substance or agent and/or any infectious, contagious or communicable disease which can be caused and/or transmitted by means of substance or agent where:
  - a) the disease includes, but is not limited to, an illness, sickness, condition or an interruption or disorder of body functions, systems or organs, and
  - b) the substance or agent includes, but is not limited to, a virus, bacterium, parasite, other organism or other micro-organism (whether asymptomatic or not); including any variation or mutation thereof, whether deemed living or not, and

- c) the method of transmission, whether direct or indirect, includes but not limited to, airborne transmission, bodily fluid transmission, transmission through contact with human fluids, waste or the like, transmission from or to any surface or object, solid, liquid or gas or between organisms including between humans, animals, or from any animal to any human or from any human to any animal, and
- d) the disease, substance or agent is such:
  - I. that causes or threatens damage or can cause or threaten damage to human health or human welfare, or
  - II. that causes or threatens damage to or can cause or threaten damage to, deterioration to, contamination of, loss of value of, loss of marketability of or loss of use or usefulness of, tangible or intangible property.

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

- iii. For further avoidance of doubt, any contingent or other business interruption loss, cost, damage, loss of income, loss of use, increased cost of working and/or extra expense arising out of or attributable to:
  - a) any partial or complete closure of and/or slowdown in, including but not limited to any closure by or under the advisories of public, military, government or civil authorities, or any denial of access to insured premises, or customer and or supplier premises (including service / utility providers), or
  - b) change in consumer behaviour, or
  - c) an absence of infected employees or employees suspected of being infected
 shall not be covered by this Insurance Contract.
- iv. For still further avoidance of doubt, loss, cost, damage, liability, claim, fines, penalty or expense or any other amount excluded hereby, includes but is not limited to any cost to identify, clean-up, detoxify, disinfect, decontaminate, mitigate, remove, evacuate, repair, replace, monitor, sanitize or test: (1) for a Communicable Disease or (2) any tangible or intangible property covered by this Insurance Contract that is affected by such Communicable Disease.
- v. It is clarified that (1) no other prior, concurrent or subsequent provision, clause, term or exception of this Insurance Contract (including (but not limited to) any prior, concurrent or subsequent endorsement and/or any provision, clause, term, buy back or exception that operates, or is intended to operate, to extend the coverage of, or protections provided by, this Insurance Contract by whatever name called like any coverage extension, additional coverage, global extension, exception to any exclusion); (2) no change in the law, clause or similar provision; (3) no follow the fortunes clause or similar provision; and/or (4) no change in the law or any regulation (to the extent permitted by applicable law), shall operate to provide any insurance, coverage or protection under this Insurance Contract that would otherwise be excluded through the exclusion set forth in this Clause.

- vi. If the insurer alleges that by reason of this Clause any amount is not covered by this Insurance Contract, the burden of proving the contrary shall rest in the insured.



**STANDALONE TERRORISM INSURANCE POLICY**

INSURED: Ramagundam Fertilizer And Chemicals Limited

**VALUES:**

PD: INR 4450 Crores

BI: INR 2000 Crores (IP – 18 Months)

Total: INR 6,250 Crores

OCCUPANCY / DESCRIPTION OF BUSINESS: Fertilizer Manufacturing

**LOCATIONS Covered:**

RFCL Ramagundam Unit: Fertilizers City, RFCL Plant, Ramagundam, Peddapalli, Telangana - 505210 India

PERIOD: 12 months

INTEREST/COVERAGE: Terrorism and Sabotage

**LOSS LIMIT:**

Property Damage and Business Interruption: INR 3250 Crs any one occurrence and in the aggregate for period

**DEDUCTIBLE:**

Property Damage:- INR 25 Lakh any one occurrence;

Business Interruption:- 3 days any one occurrence

**CONDITIONS:**

T4 amended – Rest of World Primary February 2015 Edition;

T4A amended – Business Interruption (Gross Profit) Extension March 2011 Edition. Indemnity period 12 months;

Changes in Values and Automatic Additions 5% - within India only.

LAW AND JURISDICTION: Indian

**REINSURANCE CONDITIONS:**

Reinsurance Contract / Reinsurers Waive Notice of Retention / Cancellation Clause / Claims Control Clause 509CTB00966/ LMA3100 Sanction Limitation and Exclusion Clause / Currency Conversion Clause

**CURRENCY CONVERSION CLAUSE**

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

PREMIUM PAYMENT TERMS (LSW3001) Amended: 90 days

LOSS HISTORY: Terrorism Loss history is Nil

**COMMERCIAL GENERAL LIABILITY**

**Coverage & Interest**

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

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

**Territory & Jurisdiction:**

Premises Liability - India / Worldwide including USA and Canada

Product Liability – Worldwide including USA and Canada

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

**Policy form:** Claims made

**Retroactive Date:** As on inception of policy

**Extensions required:**

- Sudden and Accidental Pollution Extension – 72 Hours
- Act Of God Perils Liability - Policy Limit
- Additional Insured, wherever required under contract - Policy Limit
- Coverage for liability of the insured for work or operations performed by contractors or/& sub-contractors on behalf of the Insured as per the policy - Policy Limit
- Cross Liability Cover - Policy Limit
- Waiver of Subrogation - wherever required under contract - Policy Limit
- Defense Costs - Policy Limit
- Food & Beverages Liability – Full Policy Limit
- Care, Custody & Control – INR 50,000,000/-
- Valet Parking Extension - INR 50,000,000/-
- Lift / Escalator Liability - Policy Limit
- Non Owned & Hired Auto Liability Extension – including any vendor with which insured doesn't sign any contract. This will be in excess of statutory limit - Policy Limit
- Transportation Legal Liability - Policy Limit
- Terrorism Legal Liability Extension including full defence cost - Policy Limit
- Travel of Executives Abroad for Non-Manual Work: Provides coverage for liability arising out of the travel of executives abroad for Non-Manual Work. - Policy Limit

- Right and duty to Defend - Policy Limit
- Coverage for carriage of treated effluent discharge outside insured's premises not exceeding 10 kms - Policy Limit
- Coverage for business promotion events carried out anywhere in India - Policy Limit
- Extended reporting period – 90 days
- Control group clause - Policy Limit
- Garage Keeper - Policy Limit
- Cover extended to include minor repairs / renovation / interior alterations / new additions to the existing building / repair/ refurbishment to the premises insured - Policy Limit
- Premises Liability – All premises to be covered on unnamed basis within India- Policy Limit
- Product Liability – Finished Product i.e. Urea and allied products - Policy Limit
- Pre-judgement interest / Post judgement interest - Policy Limit
- Deductible for medical expenses section/Fire damage Limit- Nil
- Regardless of fault Medical Payments - Policy Limit
- Cross Liability - Policy Limit
- Primary and non-contributory - Policy Limit
- Tenant's Legal Liability – INR 5 Crore
- Claim series Clause - Policy Limit
- Batch Clause - Policy Limit

Expected Annual Turnover for 2022-23 – Rs. 4800 Crores  
 Paid Up Capital (31<sup>st</sup> March 2022) – INR 1836 Crores

**TBA (Along with Geographical Split)**

Deductible:

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

**OWNERS PLANT AND MACHINERY**

INSURED: Ramagundam Fertilizer And Chemicals Limited

VALUES: INR 15 Crores

OCCUPANCY / DESCRIPTION OF BUSINESS: Fertilizer Manufacturing

LOCATIONS Covered:

RFCL Ramagundam Unit: Fertilizers City, RFCL Plant, Ramagundam, Peddapalli, Telangana - 505210  
India

PERIOD: 12 months

INTEREST/COVERAGE: CPM (Owners Plant and Machinery as per the list attached) Policy

Articulated Boom Lifter 60 Ft.		5876673
Crane 230 Te Crane		115794994
Hydraulic Mobile Crane 40 MT		16500000
EOT Crane		3371545
EOT Crane		6324067
<b>Total (B)</b>		<b>147867279</b> <b>Round off to INR</b> <b>15Crs</b>

ADD-ONS:

1. Earthquake (Fire & Shock) Cover
2. Escalation Cover – 5%
3. Cranes Endorsement
4. Own Surrounding Property Clause
5. Express Freight Holiday and Overtime Rates of Wages
6. Third Party Liability
7. Clearance and Removal of Debris

**DRAFT SERVICE LEVELS AGREEMENT**

**SERVICE LEVEL AGREEMENT**

between

Ramagundam Fertilizers And Chemicals Limited (RFCL)

And

(insert name of the Insurer)

This Agreement is made and entered into on this day of \_\_\_\_\_2022 by and between.....herein after referred to as “Insured”, having its registered office at.....

And

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

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

(insert details of the insurance policies)

The purpose of this Service Level Agreement (SLA) is to formalize an arrangement between the Insured and the Insurer to effectively manage the claims arising under the aforesaid insurance policies and to record the responsibilities and deliverables of each party.

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

**A. CLAIMS PROCEDURE**

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

**b) Intimation of Loss:**

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

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

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

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

**1.2 Mobile Claim Notification:**

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

Mobile Numbers: (insert here)

**1.3 Notification by Letter:**

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

*(insert here)*

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

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

***i) Action by the insurer:***

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

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

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

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

***i Turn Around Time:***

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

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

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

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

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

***ii Specific Responsibilities of the Surveyor***

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

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

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

***ii. Responsibilities of the Insured:***

*5.1. The Insured shall cooperate with the surveyor and render all practically possible assistance*

*to the surveyor and Insurer to ascertain as to the cause of damage/loss and to quantify the loss in terms of the insurance policy in question.*

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

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

**iii. Settlement of Claims:**

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

*6.2. Insurer will make an on-account payment of not less than 50% of the estimated amount of loss within 15 days of issuing the Preliminary Survey Report notwithstanding any additional documentation/information is being sought by the Surveyor from the insured. Insurer shall not require Final Police Report, Damage Certificate and the like from any external or Governmental Agencies for releasing the on-account payment.*

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

**iv. Turn Around Time:**

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

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

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

**B. GENERAL**

**ix. Confidentiality:**

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

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

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

*The provisions of this clause shall not apply to any information to the extent that it is:  
Already in public domain.*

*Required to be disclosed by reason of legal, accounting or regulatory requirements  
Already known to the other party without breach of this SLA and without any confidentiality obligations.*

*Any information received by insurer shall be passed on to surveyors, co-insurers,*

reinsurers or any party who is involved in sharing the insured risk or in assessing the loss

**i. Assignment**

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

**i. Dispute Resolution**

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

**iii. Governing Law and Jurisdiction**

This agreement shall be governed by Indian law.

**a. Panel of Surveyors:**

1. Proclaim Insurance Surveyors and Loss Assessors Private Limited
2. Protocol Surveyors and Loss Adjusters
3. Mack Insurance Surveyors & Loss Assessors Pvt. Ltd.
4. Puri Crawford
5. Mehta and Padamsey Surveyors and Loss Adjusters
6. Rakesh Kapoor and Company

*On behalf of the Insured*

*on behalf of the Insurer*

*Signature:*

*Signature:*

*Name:*

*Name:*

*Designation*

*Designation:*

-



***भण्ड- VII***

***SECTION-VII***

***UN-PRICED  
SCHEDULE OF  
RATES [SOR]***

***(PRICED SOR TO BE SUBMITTED IN FINANCE  
FOLDER)***

Name of the Bidder:
e-TENDER No.: <b>RFCL</b> ----- --
<b>SCHEDULE OF RATES [SOR] – UN-PRICED</b>
<b>SECTION – VII</b>
<b>NAME OF WORK: “INSURANCE COVERAGE FOR MEGA OPERATIONAL POLICY, STAND ALONE TERRORISM POLICY , CPM &amp; CGL FOR RFCL”.</b>
<b>NAME OF BIDDER:</b> _____

Sl. No.	Service Descriptions	Sum Insured (Rs Crs.) (A)	Per mille Rate (B)		Premium Amount (Rs) [Excluding GST] (C)	
			In figure	In Words	In figure	In words
			1	<b>Mega Operational Insurance Policy for Sum Insured amount of Rs. PD(4450Cr)+BI (2000Crs/ 18 months) = 6450 Crore</b>  <i>[Detail as per SCC &amp; Scope of Work]</i>	6450	
2	<b>Stand Alone Terrorism Policy for Sum Insured amount of INR. 6450 Crore (PD+BI)</b> <i>Loss Limit: INR 3200Cr</i> <i>[Detail as per SCC &amp; Scope of Work]</i>	6450/ 3200				
3	<b>Owners Plant &amp; Machinery</b>	15				

4	<b>Commercial Liability policy</b>	<b>General</b>	100	
<b>Total Premium amount exclusive of GST [CGST+SGST or IGST](In figure)</b>				
<b>Total Premium amount excluding GST [CGST+SGST or IGST] [in Words]</b>				
<b>Applicable GST [CGST+SGST or IGST] Rate in [%]</b>				_____ %
<b>GST [CGST+SGST or IGST] Amount (Rs)</b>				
<b>Total Premium amount inclusive of GST [CGST+SGST or IGST](In figure)</b>				
<b>Total amount including GST [CGST+SGST or IGST] [in Words]</b>				

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. **GST Rates shall be in consistence with the rates confirmed in Form F-8, forming part of Technical bid.**
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:**

**Date:**

## Other Annexures:

### **I. Take or Pay Clause**

- a. *With gas supplier – GAIL*
- b. *With gas transporter – GITL*

#### **I.a. Take or Pay - Gas Supplier i.e. GAIL India Ltd.**

Buyer's Annual Take or Pay Deficiency and Annual Pay for If Not Taken Obligation:

(i) In respect of each Contract Year or the Recovery Period, as the case may be, the Buyer shall be liable to pay to the Seller pursuant to the Annual Statement of Settlement issued pursuant to Article 12.2(a), an amount (in addition to amounts for the quantity of Gas taken) for the quantity of Gas, if any, equal to the positive difference of the 90% (ninety percent) of the AACQ, or Recovery Period AACQ, as the case may be, minus the Annual Adjusted Quantity Taken for such Contract Year, (such difference, the "Annual Take or Pay Deficiency") calculated as the product of such Annual Take or Pay Deficiency multiplied by the Weighted Average Contract Price for such Contract Year or Recovery Period as the case may be, (the obligation to pay such amount is referred to herein as "Annual Pay for If Not Taken").

For the avoidance of doubt, the buyer shall be liable for its Pay For If Not Taken obligation in accordance with Article 14.1 in respect of any Make Up Gas it has failed to take as part of the Recovery Period AACQ provided that the Buyer shall only be liable in respect of such Make Up Gas for the Balance Price multiplied by the quantity of such Make Up Gas.

(ii) In determining the Annual Take or Pay Deficiency (for purposes of Article 14.1(b) in respect of a Contract Year or the Recovery Period, as the case may be, all components of the Annual Adjusted Quantity Taken for such year shall be converted into their thermal energy equivalent on the basis of the Average Gross Heating Value of all Gas delivered in such Contract Year or Recovery Period, as the case may be, (the "Thermal Energy Equivalent"). If, however, no Gas has been delivered in a Contract Year or Recovery Period, as the case may be, the Average Gross Heating Value for such year shall be deemed to the Average Gross Heating Values of the Gas delivered in the preceding Contract Year, and if no Gas has been delivered in the preceding contract year, and if no Gas has been delivered in the preceding Contract Year, the Thermal Energy Equivalent shall be that which the seller notifies Buyer.

#### **I.b. Take or Pay clause of Gas Transporter - GSPCL India Transco Ltd.**

##### **Monthly Ship-or-Pay**

- a. For each Month from the CT Start Date under each CT, Shipper shall offtake at the CT Exit Point quantities of Gas equal to 95% (ninety five per cent) of Monthly Ship-or-Pay Quantity, or Shipper will be obligated to Transporter for payment of the applicable Monthly Ship-or-Pay Charges with respect to any Monthly Ship-or-Pay Deficiency pursuant to this Clause 6.1(B).
- b. The "Monthly Ship-or-Pay Quantity" for each Month means a quantity of Gas (expressed in MMBTU) equal to the summation of CT Exit Point MDQ for each Day in the relevant Month, minus the following quantities (for each Day of the Month to the extent the following are applicable on any such Day):
  - i. quantities of gas upto CT Exit Point MDQ properly nominated by Shipper which Transporter could not schedule or having scheduled, could not transport; and
  - ii. any quantity of Gas for which Transporter is excused from providing Transmission Services due to curtailment or operational flow orders in accordance with the provisions of the Operating Code; and
  - iii. quantities of gas upto the CT Exit Point MDQ that could not be delivered due to reasons of Force Majeure; and
  - iv. quantities of gas upto the CT Exit Point MDQ that the Shipper rejects because of such Gas being out of Specifications provided the Shipper has delivered Gas conforming to Specifications at the Entry Point,

Provided, however, that if the same quantity of Gas would qualify for subtraction under more than one of Clauses 6.1(B)b.(i)–(iv), it shall be subtracted only once, and provided further that, for the avoidance of doubt: (x) the quantities subtracted from the Monthly Ship-or-Pay Quantity under this Clause 6.1(B)b.(i)-(iv) shall not, for any given Day in the Month, exceed the lower of Nominated Quantity or CT Exit Point MDQ for such Day, and (y) the Monthly Ship-or-Pay Quantity cannot be less than zero.

- c. The “Monthly Ship-or-Pay Deficiency” means the difference, if positive, between (i) 95% (ninety five per cent) of Monthly Ship-or-Pay Quantity in a given Month minus (ii) the aggregate of the Allocated Quantity at the Exit Point for each Day in such Month. If such difference is negative, the Monthly Ship-or-Pay Deficiency for such Month shall be zero.
- d. If there is a Monthly Ship-or-Pay Deficiency for a Month, then Shipper shall pay to Transporter an amount (the “Monthly Ship-or-Pay Charges”) equal to such Monthly Ship-or-Pay Deficiency multiplied by the Weighted Average Monthly Transmission Rate for such Month. Shipper acknowledges and agrees that the Monthly Ship-or-Pay Charges shall be paid each Month regardless of the quantities delivered for transmission by the Shipper at the Entry Point or offtaken by the Shipper at the Exit Point on any Day of such Month.
- e. For the avoidance of doubt, quantities of Gas tendered by Shipper at the Entry Point that fail to meet the Acceptable Pressure Range shall be treated as Gas that Shipper failed to tender for the purposes of determining the Monthly Ship-or-Pay Deficiency.
- f. Shipper acknowledges and agrees that the Monthly Ship-or-Pay Charges shall be paid each Month regardless of the quantities delivered for transmission by the Shipper at the Entry Point or offtaken by the Shipper at the Exit Point during the applicable Month.

**B. Annual Ship-or-Pay**

- a. For each Contract Year from the CT Start Date under each CT, Shipper shall offtake at the CT Exit Point quantities of Gas equal to 90% (ninety per cent) of Annual Ship-or-Pay Quantity, failing which Shipper will be obligated to Transporter for payment of the applicable Annual Ship-or-Pay Charges in respect of such Contract Year pursuant to this Clause 6.1(C).
- b. The “Annual Ship-or-Pay Quantity” for a Contract Year means a quantity of Gas (expressed in MMBTU) equal to the summation CT Exit Point MDQ for each Day in the relevant Contract Year, minus the following quantities (for each Day of the Contract Year to the extent the following are applicable on any such Day):
  - i. quantities of gas upto CT Exit Point MDQ properly nominated by Shipper which Transporter could not schedule or having scheduled, could not transport; and
  - ii. any quantity of Gas for which Transporter is excused from providing Transmission Services due to curtailment or operational flow orders in accordance with the provisions of the Operating Code; and
  - iii. quantities of gas upto the CT Exit Point MDQ that could not be delivered due to reasons of Force Majeure; and
  - iv. quantities of gas upto the CT Exit Point MDQ that the Shipper rejects because of such Gas being out of Specifications provided the Shipper has delivered Gas conforming to Specifications at the Entry Point,

Provided, however, that if the same quantity of Gas would qualify for subtraction under more than one of Clauses 6.1 (C)b(i)–(iv), it shall be subtracted only once, and provided further that, for the avoidance of doubt: (x) the quantities subtracted from the Annual Ship-or-Pay Quantity under this Clause 6.1(C)b(i)–(iv) shall not, for any given Day in the Contract Year, exceed the lower of Nominated Quantity or CT Exit Point MDQ for such Day, and (y) the Annual Ship-or-Pay Quantity cannot be less than zero.

- c. The “Annual Ship-or-Pay Deficiency” means the difference, if positive, between (i) 90% (ninety per cent) of Annual Ship-or-Pay Quantity in a given Contract Year minus (ii) the aggregate of the Allocated Quantity at the Exit Point for each Day in such Contract Year. If such difference is negative, the Annual Ship-or-Pay Deficiency for such Contract Year shall be zero. For avoidance of doubt, Annual Ship or Pay Deficiency shall hereinafter, wherever referred, be deemed be a number greater than zero.

For the avoidance of doubt, quantities of Gas tendered by Shipper at the Entry Point that fail to meet the Acceptable Pressure Range shall be treated as Gas that Shipper failed to tender for the purposes of determining the Annual Ship-or-Pay Deficiency.

- d. Transporter shall raise invoice for Annual Ship or Pay Charges at the end of Contract Year and under such invoice, the Transporter shall provide credit, as applicable, to the Shipper equivalent to the positive difference between (A) aggregate of Monthly Ship or Pay Charges paid by Shipper during each Month in such Contract Year and (B) Annual Ship-or-Pay Charges for such Contract Year. The credit so provided by Transporter shall be carried forward and applied against amounts due from Shipper under the invoice for the first Fortnight of the subsequent Contract Year or, if in excess thereof, under subsequent invoices until such excess is adjusted down to zero. If no further invoices are left, the outstanding amount thereof shall be refunded by Transporter to Shipper within thirty (30) days of the last invoice raised by Transporter.
- e. **“Annual Ship or Pay Charges”** for a Contract Year means product of (A) Annual Ship or Pay Deficiency and (B) Weighted Average Annual Transmission Rate.

For the avoidance of doubt, Taxes shall be levied on Monthly Ship or Pay Charges and Annual Ship or Pay Charges wherever applicable.

## 2. Plant Layout

