



रामागुण्डम फर्टिलाइजर्स एण्ड केमिकल्स लिमिटेड

“INSURANCE COVERAGE FOR RFCL”

1)	<i>COMPREHENSIVE MEGA OPERATIONAL POLICY</i>
2)	<i>STAND ALONE TERRORISM POLICY</i>

OPEN DOMESTIC TENDER THROUGH e-MODE

<i>Tender Submission Date & Time</i>	<i>:</i>	<i>12.10.2020 at 14:30 Hrs</i>
<i>Tender Opening Date & Time</i>	<i>:</i>	<i>12.10.2020 at 15:00 Hrs</i>
<i>Pre Bid Meeting</i>	<i>:</i>	<i>28.09.2020 at 15.00 Hrs</i>

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-28

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

FAQ

[QUESTIONS AND ANSWERS]

SL NO.	QUESTIONS	ANSWER
1	Where the bidder can see the Tender floated by RFCL?	Yes, please visit website: www.tenderwizard.com 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 only through e-tender mode in the e-TENDER PORTAL (www.tenderwizard.com) in the manner specified elsewhere in tender document. No Manual/ Hard Copy) of offer/bid is acceptable.
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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SECTION – I

INVITATION FOR BIDS [IFB]

SECTION – I

INVITATION FOR BID [IFB]

To,

Dt. 19th Sept'2020

PROSPECTIVE BIDDERS

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

e-TENDER No.: RFCL-28

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. date as per clause 1 of Special Conditions of the Contract
II. TENDER FEE	NOT APPLICABLE
III. EARNEST MONEY DEPOSIT (EMD)	NOT APPLICABLE
IV. BID DUE DATE & TIME	12.10.2020 up to 14:30 Hrs.
V. SALE PERIOD OF BID DOCUMENT	NOT APPLICABLE
VI. OPENING OF UNPRICED BID	12.10.2020 at 15:00 Hrs.
VII. VALIDITY OF OFFER UPTO	120 DAYS from the date of opening of unpriced bid.
VIII. VENUE FOR OPENING OF UNPRICED BIDS	Ramagundam Fertilizers And Chemicals Limited. 3 rd & 4 th Floor, Mohta Building, 4, Bhikaiji Cama Place, New Delhi-110 066
IX. MODE OF TENDERING	Open Domestic Competitive Bidding through e-Mode (Under Two Part Bid System Basis) with uploading in Website www.tenderwizard.com at 15:00 hrs.
X. DATE AND TIME OF PRE-BID CONFERENCE VENUE	28.09.2020 at 15.00 Hrs. Venue to be notified separately. In view of Covid-19 can be held through Video Conferencing

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 www.tenderwizard.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 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites.

8.0 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

[Sanjay Grover]
Manager [F&A]
E-mail: sanjaygrover@rfcl.co.in

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SECTION-II

BID EVALUATION CRITERIA [BEC]

SECTION-II

BID EVALUATION CRITERIA [BEC]

Mega Operational Policy and Standalone Terrorism Policy

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 / Mega 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 TURN OVER:

The **Annual turnover** 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'2020. i.e. **FY: 2019- 2020, 2018-2019 & 2017-2018.**

Sl. No.	Brief Description	Amount
1	Minimum value of Annual Turnover	Rs. 15 Cr.

1.2.2 NET WORTH

Sl. No.	Brief Description	Amount
1	Net worth for year 2019-20	Positive

- 1.3 **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:

Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bidder's Eligibility Criterion) [All documents must be duly authenticated/ attested]
1.	1.1.1	Registered Indian Insurer as Non-Life Insurer	Bidder needs to upload copy of latest registration certificate / license issued by IRDA (along-with copy of IRDA Acknowledged Receipt for annual renewal fees for current year) showing that the bidder is a registered entity as Non-Life Insurer and has a license to carry out Insurance Business in India under non-life insurance sector for meeting BEC.

2	1.1.2	Experience against Execution of 'Mega 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. Refer Form F-9.
3	1.2	Financial Experience Criteria- Document (All documents audited financial statements under 1.2.1 & 1.2.2 are to be submitted duly signed and stamped by a Chartered Accountant and duly Certified/attested by Notary public with legible stamp. Bidder(s) can upload their respective Annual Reports.	
4	1.2.1	Annual Turn-over	<p>Bidder needs to upload copy(s) of audited financial statement (Balance sheet and Profit & Loss account statement) of the preceding three (3) Financial Year(s), i.e. FY: 2019-20, 2018-2019, & 2017-2018.</p> <p>In case, Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] of FY 2019-20 is not audited on the due date of 'submission of bid/bid closing date', bidder(s) to submit/upload copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] of immediate preceding 3(three) financial year, prior to FY:2019-20 i.e FY: 2018-19, 2017-2018 & 2016-2017 along with un-price bid.</p>
5	1.2.2	Net worth	<p>Bidder needs to submit / upload copy(s) of audited financial statement (Balance sheet and Profit & Loss account statement) of last audited Financial Year, i.e. FY: 2019-20.</p> <p>In case, Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] of FY 2019-20 is not audited on the due date of 'submission of bid/bid closing date', bidder(s) to submit/upload copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] of immediate preceding financial year, prior to FY: 2019-20 i.e FY: 2018-2019 along with un-price bid.</p>
6		Format, F-14	Integrity Pact duly signed & stamped by the Authorised Signatory and by the witnesses.
7		Format, F-4	Power of Attorney
8		Undertaking for declaration of 100% Capacity	Format 1.1 & 1.2
9		Support Letter from Re-insurer	Format 2.1 & 2.2
10		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 the due date for un-priced bid opening.**

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 Comprehensive Mega Operational Policy & Standalone Terrorism Policy,. Accordingly, bidder **must quote for both** Comprehensive Mega Operational Policy & Standalone Terrorism Policy [for 100% coverage as per scope for both 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 **turnover in FY 2019-20**. In case, Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] of FY 2019-20 is not audited on the due date of 'submission of bid/bid closing date' of ANY OR BOTH SUCH BIDDERS, in such case turnover of **FY: 2018-2019** shall be considered for BOTH SUCH BIDDERS.
- 2.6 **The techno-commercially qualified bidder) with the lowest total evaluated amount shall be the lead insurer/lead insurance company. RFCL may opt for sharing of the insurance risk cover with the other(s) eligible bidders which is at the sole discretion of RFCL subject to matching of the price.**

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 60:25:10:5, where 60% share would be for the L-1 bidder and the remaining 25%, 10% & 5% 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 40% 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 40% 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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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' by RFCL or banned/blacklisted by Government department/ Public Sector 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' by RFCL or banned/blacklisted by Government Department/ Public Sector 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.*
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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 *A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify RFCL in writing or by email at RFCL's mailing address indicated in the **Bid Documents no later than 02 (two) days prior to pre-bid meeting**. RFCL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. 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 www.tenderwizard.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 www.tenderwizard.com communicated to prospective bidders by e-mail. Bidders have to take into account all such addendum/ corrigendum before submitting their bid.*

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 TEMPLATE

"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) Bidder(s) queries for pre-bid meeting Form 'F-12'
- (p) E-Banking Mandate Form 'F-13'
- (q) Integrity Pact duly signed and stamped by Authorised Signatory & signed by Witnesses- Form F-14 (**Signed copy of RFCL official is available at RFCL Site which is to be submitted by the bidder**)
- (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 TEMPLATE

- 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, specified in Bid Documents, from the final 'Bid Due Date'. A Bid valid for a shorter period may be rejected by RFCL as 'non-responsive'.
- 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 his 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 **PRE-BID MEETING:**

- 14.1 *The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" as specified in IFB.*
- 14.2 *Purpose of the meeting, at that stage, will be to clarify issues questions on any matter that may be raised AND RECEIVED BY RFCL 2 DAYS BEFORE PRE BID MEETING. Clarifications should be sought in Form – F-12.*
- 14.3 *Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on RFCL's website against the Tender. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-5", that may become necessary as a result of the Pre-Bid Meeting shall be made by the RFCL exclusively through the issue of an Addendum / Corrigendum pursuant to "ITB: Clause-7".*
- 14.4 *Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.*

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:

19.1 RFCL may, in 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 www.tenderwizard.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 is 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, and the bid security shall be forfeited.*

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 **ARBITRATION**

For any disputes, efforts to be made to resolve with mutual discussion and in case the dispute persists, the arbitration proceedings shall be followed as per following provisions:

Except where otherwise provide in the contract all matters, questions, disputes or differences whatsoever, which shall at any time arise between the parties hereto, touching the construction, meaning , operation or effect of the contract, or out the matters relating to the contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of works or whether before or after termination shall after written notice by either party to the contract to be referred to the CEO, Ramagundam Fertilizers and Chemicals Limited or his/ her nominee for appointment of Arbitrator.

The Arbitration proceeding shall be governed by the Arbitration & Conciliation Act. 1996, The Arbitration & Conciliation (Amendment Act 2015) or any further statutory modification or re-enactment thereof and the rules made there under.

If the arbitrator, to whom matter is referred, vacates his / her office by any reason whatsoever then the next arbitrator so appointed by the authority referred above may start the proceedings from where his predecessor left or at any such stage he may deem fit.

It is agreed by and between the parties that in case a reference is made to the Arbitrator or the Arbitral Tribunal for the purpose of resolving the disputes / differences arising out of the contract by and between the parties hereto, the Arbitrator or the Arbitral Tribunal shall not award interest on the awarded amount more than the rate of SBI MCLR Rate applicable to RFCL on the date of award of contract.

33 **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.

34 FORCE MAJEURE:

The terms and conditions agreed upon under the contract shall be subject to Force Majeure. Neither the Insurer nor RFCL shall be considered in default in the performance of their obligation contained therein, if such performance is prevented or delayed or restricted or interfered with by reason of War, Hostilities, Revolutions, Civil Commotion, Strike, Epidemics, Accidents, Fires Flood, Earthquake, regulation or ordinance or requirement of any Government or any sub-division thereof, or authority or representative of any such Govt. and/ or due to technical snag/ reasons or any other Act whatsoever, whether similar or dissimilar to those enumerated beyond the reasonable control of the parties/ bidders here to or because of any act of GOD. The party so affected, upon giving prompt notice to the other party shall be excused from such performance to the extent of such prevention, delay, restriction or interference for the period it persists provided that the party so affected shall use its best efforts to avoid or remove such causes of non- performance if possible and shall continue performance hereunder with the utmost diligence whenever such causes are removed. Should one or both parties be prevented from fulfilling their contractual obligations by a state of Force Majeure lasting continuously for a period of one week, the two parties to the contract shall meet and decide about the future course of action for implementation of the contract.

34 SALE OF BID DOCUMENTS:

NOT APPLICABLE

35 SUBLETTING & ASSIGNMENT:

35.1 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.

FORMS & FORMAT

LIST OF FORMS & FORMAT

<i>Form No.</i>	<i>Description</i>
<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 & 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>BIDDER'S QUERIES FOR PRE BID MEETING</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

SUB: “INSURANCE COVERAGE FOR COMPREHENSIVE MEGA OPERATIONAL POLICY, STAND ALONE TERRORISM POLICY FOR RFCL”.

e-TENDER No.: RFCL-28

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	NAME OF CONTACT PERSON E-mail ID	
9	Mobile No.	

10	Website	
11	ISO Certification, if any	{If yes, please furnish details}
12	Bid Currency	
13	Banker's Name	
14	Branch	
15	Bank account number	
16	PAN Details	[Enclose copy of PAN Card]
17	GSTIN	Please submit GST Registration Certificate

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

BID FORM

To,

M/s RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED

SUB: “INSURANCE COVERAGE FOR COMPREHENSIVE MEGA OPERATIONAL POLICY, STAND ALONE TERRORISM POLICY FOR RFCL”.

e-TENDER No.: RFCL-28

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 "120 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

SUB: “INSURANCE COVERAGE FOR COMPREHENSIVE MEGA OPERATIONAL POLICY, STAND ALONE TERRORISM POLICY FOR RFCL”.

e-TENDER No.: RFCL-28

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 Openings' / 'Price Bid Opening']

Ref:

Date:

To,

M/s RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED

SUB: "INSURANCE COVERAGE FOR COMPREHENSIVE MEGA OPERATIONAL POLICY, STAND ALONE TERRORISM POLICY FOR RFCL."

e-TENDER No.: RFCL-28

Dear Sir,

I/We, _____ hereby authorize the following representative(s) for attending any 'Negotiations' / 'Meetings [Pre-Bid Meeting]', '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 authorised 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

SUB: "INSURANCE COVERAGE FOR COMPREHENSIVE MEGA OPERATIONAL POLICY, STAND ALONE TERRORISM POLICY FOR RFCL".

e-TENDER No.: RFCL-28

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

SUB: “INSURANCE COVERAGE FOR COMPREHENSIVE MEGA OPERATIONAL POLICY, STAND ALONE TERRORISM POLICY FOR RFCL”.

e-TENDER No.: RFCL-28

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

SUB: “INSURANCE COVERAGE FOR COMPREHENSIVE MEGA OPERATIONAL POLICY, STAND ALONE TERRORISM POLICY FOR RFCL”.

e-TENDER No.: RFCL-28

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 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

SUB: “INSURANCE COVERAGE FOR COMPREHENSIVE MEGA OPERATIONAL POLICY, STAND ALONE TERRORISM POLICY FOR RFCL”.

e-TENDER No.: RFCL-28

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:

Seal:

F-9

To,

M/s RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED

SUB: “INSURANCE COVERAGE FOR COMPREHENSIVE MEGA OPERATIONAL POLICY, STAND ALONE TERRORISM POLICY FOR RFCL”.

e-TENDER No.: RFCL-28

Sl. No	Descripti on of The Policies	Policy No. and Date	Full Postal Address & phone nos. of Client. Name, designation and 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:

Date:

[Signature of Authorized Signatory of Bidder]

Name & Designation

Seal

CHECK LIST

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

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
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 & clause.</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	<i>Power of Attorney in the name of person signing the bid.</i>		
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 & 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& 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

S NO	DESCRIPTION	CHECK LIST	YES/NA	NO
1.	Bid will be valid for 120 days from date of opening of Technical bis	ACCEPTED	YES	NO
2.	Experience against Completion/ Execution of order/ contract (As Stipulated in BEC 1.1)	Refer Section-II of tender document.	YES	NO
A	POLICIES COPY	Duly CERTIFIED by as per section II of tender document	YES	NO
4.	FINANCIAL CRITERIA AS STIPULATED IN BEC		YES	NO
5.	Tender Document signed & stamped.	Digitally signed all pages ALONGWITH UNPRICED BID.	YES	NO
6.	SOR (BLANK without price) MENTIONING WORD “NOT TO QUOTE HERE [TO QUOTE IN FINANCE FOLDER OF E-PORTAL]” IN EACH ITEM RATE COLUMN.	Signed copy of SOR filled NOT TO QUOTE HERE [TO QUOTE IN FINANCE FOLDER OF E-PORTAL], ALONGWITH UNPRICED BID.	YES	NO
7.	FORM 1 TO 14 ATTACHED TO TENDER.	FILLED AS APPLICABLE, SIGNED, STAMPED & SUBMITTED ALL.	YES	NO
8.	FORMAT 1.1, 1.2, 2.1,2.2 & 3	FILLED AS APPLICABLE, SIGNED, STAMPED & SUBMITTED ALL.	YES	NO
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.				

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.**

BIDDER'S QUERIES FOR PRE BID MEETING

To,
M/s RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED

SUB: INSURANCE COVERAGE FOR COMPREHENSIVE MEGA OPERATIONAL POLICY, STAND ALONE TERRORISM POLICY FOR RFCL”.

e-TENDER NO.: RFCL-28

SL. NO.	REFERENCE OF BIDDING DOCUMENT				BIDDER'S QUERY
	BEC. NO.	Page No.	Clause No.	Subject	

NOTE: The Pre-Bid Queries may be sent by e-mail 2 days before Pre-bid meeting date. Please note that no queries will be entertained after due date and pre-bid meeting as scheduled in the bid documents.

SIGNATURE OF BIDDER: _____
NAME OF BIDDER : _____

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

(SIGNED COPY OF RFCL OFFICIALS IS AVAILABLE AT RFCL WEB SITE WWW. RFCL.CO.IN WHICH MAY BE DOWNLOADED AND SIGNED/STAMPED BY THE BIDDER)

(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 Marine cum Erection All Risk Policy for Ramagundam Project. 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

(Note: This provision will come into effect on receipt of the names of IEMs by RFCL duly approved by CVC)

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)

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, HTAS, & Govt. of Telangana) has decided to issue this bid document for seeking Mega Operational Policy and Standalone Terrorism Policy for its Plant located at Ramagundam, Telangana including its assets at its Corporate Office at New Delhi through e-tendering. The NIT will be posted on website www.tenderwizard.com from where the registered vendors will be able to download the tender documents for participation in the tender and submit their bids online. The tender submission, tender closing and opening will be done electronically and online. The NIT shall also be posted on company's homepage i.e, www.rfcl.co.in

RFCL has appointed **M/s. Antares Systems Limited, Bangalore** 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-

1) Mr. C.Siva Kumar Chief Manager (C&P) RFCL, Corporate Office, 3 rd & 4 th Floor, Mohta Building, 4, Bhikaji Cama Place, NEW DELHI-110066 Mob No. 9980699556 E mail: siva@rfcl.co.in	2) Mr. Shashi Prakash Manager (C&P) RFCL, Corporate Office, 4 th Floor, Mohta Building, Bhikaji Cama Place, NEW DELHI-110066 Mob No.9717731580 E mail: sprakash@rfcl.co.in
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b) M/s. Antares Systems Limited, New Delhi

1	e-Tendering Registration/ Sign Up Queries	Registration Help Desk	011-49424365	twhelpdesk680@gmail.com
2	DSC Queries	Help Desk	011-49424365	twhelpdesk377@gmail.com
3		Help Desk	011-49424365	rfcleprochelpdesk@gmail.com
4	For e-Tendering Support	Mr. Kamal Mishra Mr. Shankar Kumar	8800115821 8800378610	kamalmishra @ antaressystems.com shankar.k@antaressystems.com

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

- Windows 7, 8, 10 professional or higher version
- 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

(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.

Note - For more details, refer User Manual section on Home Page of e-procurement portal i.e. www.tenderwizard.com/RFCL

(b) 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
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 successful Pre-qualified Vendors 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 vendors to use the digital certificate in all their bidding Process.
 7. It is the entire responsibility of the vendors 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, and subsequent clarification/amendment in schedule etc. shall be available on the above mentioned website against this tender.

Tender Schedule–

Sr. No.	Tender Stage	Date & Time
1	Start Tender Document Download	19.09.2020 at 11:00 hrs.
2	Pre-bid Meeting	28.09.2020 at 11:00 hrs.
3	End Tender Document Download	12.10.2020 at 14:00 hrs.
4	Due/ last date of submission Bids	12.10.2020 at 14:30 hrs.
5.	Techno-commercial Bids Opening	12.10.2020 at 15:00 hrs.
6.	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 NEW DELHI. 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.	Tender is prepared and released but vendors are not able to submit their bids.	The due date of closing/opening shall be extended suitably.
2.	Bids have been submitted but the same cannot be opened by RFCL.	The due date of opening shall be extended suitably.
3.	Bids including price bid have been opened and reverse auctioning could not start.	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 & submitted their bids online.

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.

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SECTION – V
SPECIAL CONDITIONS OF
CONTRACT [SCC]

**SCC FOR
COMPREHENSIVE MEGA OPERATIONAL POLICY
AND
STANDALONE TERRORISM POLICY**

1.0 TIME PERIOD OF POLICY COVER:

- *RFCL is in advance stages of commissioning of its newly constructed fertilizer complex at Ramagundam, Telangana. Presently, RFCL project is covered by Marine cum Erection and other project related policies. Therefore, Policies under this NIT shall be effective from date of declaration of Commercial Operation Date, as declared by RFCL.*

For a period of 1 year from declaration Commercial Operation Date as detailed above. RFCL reserves the right to extend the policy for a further period of 3 months on Pro-rata basis, terms & conditions.

2.0 SCOPE OF WORK:

- *1. Comprehensive Mega Operational Policy*
- *2. Stand Alone Terrorism 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 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.*

3.0 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 the responsibility for obtaining consent from co-insurer companies rests with lead insurer and 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, 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- (for GIC) and A+ (for foreign reinsurers) by AM Best or S&P as lead re- insurer.

- 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 Mega & 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) & 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..

ॡॡ – VI
SECTION-VI
SCOPE OF WORK

SCOPE OF WORK FOR COMPREHENSIVE MEGA OPERATIONAL POLICY AND STANDALONE TERRORISM POLICY.

SOW - COMPREHENSIVE MEGA OPERATIONAL 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 outside the plant at Ramagundam Fertilizers And Chemicals Limited (outside RFCL plant is 2 Kms (approx.))*

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 Telengana 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 has been laid down by State Government of Telengana 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 Telengana with approximate length of 10 Kms (approx.) at the cost of RFCL which will also be capitalized in the Assets of RFCL.*

3.0 THE SUM(S) INSURED :

SECTION-I All Risk Section (Material/Property Damage): Rs. 4410 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, 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, Telengana having its Corporate Office at 3rd/4th Floor, Mohta Building, 4 Bhikaiji Cama Place, New Delhi, (MD/PD – Rs. 4406 Crores)

3.2(b) Corporate Office: Ramagundam Fertilizers And Chemicals Limited, Corporate Office at 3rd/4th Floor, Mohta Building, 4 Bhikaiji Cama Place, New Delhi, (MD/PD- Rs. 4 Crores)

4.0 Machinery Breakdown : Rs. 3675 Crores

4.1) 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 buildings, 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, 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 .

4.2) Location:

Ramagundam Fertilizers And Chemicals Limited, Ramagundam, Distt. Peddapally, Telengana having its Corporate Office at 3rd/4th Floor, Mohta Building, 4 Bhikaiji Cama Place, New Delhi,

SECTION-II

Business Interruption : Rs. 1400 Crores

(Estimated Annual Gross Profit – INR Rs. 1400 Crs.)

- Fire Loss of Profit (FLOP) : For an Indemnity Period of 12 Months (FLOP)
- Machinery Loss of Profit (MLOP) : For an Indemnity Period of 12 Months (MLOP)

Total Sum Insured (MD/PD+BI) : Rs. 5810 Crores

5.0 DEDUCTIBLE(S):

Under Section I (Material/Property Damage)

5% of the Claim amount subject to minimum of Rs.0.50 Crs. Per Incident

Under Section II (Business Interruption)

14 Days of Standard Production of single Stream subject to Departmental Clause.

6.0 The insurer will allow onetime adjustment of sum insured on prorata basis with effect from Policy Start date basis the finalization of Fixed Asset Register (FAR) by RFCL within 120 days from the project completion date.

ADD ON COVERS

Following are the details of Add-On Covers:

Sl. No.	ADD-ON COVERS/EXTENSIONS/ CLAUSES	Sub - Limit
1	Public Authorities/ Civil Authority / Local Authorities Clause	Rs.5.00 Crs EEL
2	Fire Fighting Expenses	Rs. 5 Crs
3	Property not on the Insured Premises	Rs.10.00 Crs. at any one location eel for P &M and stock (Premises to be declared / named)
4	Leakage and overflowing	Rs.20.00 Crs. EEL
5	Contamination and Co-mingling of stocks	Rs.5 Crs. EEL
6	Catalysts and Consumable whilst in Process	Rs. 90 Crs
7	Riot, Strike, Malicious Damage including Civil Commotion	Actual
8	Spontaneous Combustion Clause	Rs 25 Crs EEL and in aggregate
9	Reinstatement Value Clause	As explained in clause
10	Waiver of Under Insurance	Up to 15% of PD/MD
11	72 Hours Clause	As explained in clause
12	Expediting expenses	Rs.10.00 Crs. EEL
13	Immediate Repair	Rs.2.00 Crs. EEL
14	Minor Works	Rs.20 Crs. AOP and in Aggregate. This includes related inland Transit of Consignment up to the limit Rs.5.00 Crs.
15	Inadvertent omission	Rs.5 Crs. EEL and Rs 20 Crs in aggregate Loss
16	Architects' Surveyors & Consulting Engineers' fees	5% of the Claim amount subject to Rs.5.00 Crs. EEL
17	Capital additions without additional Premium	Up to Rs.100 Crs. Nil premium; Pro-rata Additional Premium chargeable after Rs.100 Crs.
18	Reinstatement of sum insured following a claim	Actual, subject to payment of Reinstatement Premium at the time of settlement of claim
19	Temporary removal of property	Limited to Rs.5 Crs. EEL
20	Expenses towards Loss Prevention / Minimization	Rs.5 Crs. each and every loss
21	Deliberate damage	Limited to Rs.5 Crs. EEL
22	Shut down / Startup Expenses	Rs.30.00 Crs. EEL
23	Plans, Documents and Computer Records	Rs.5.00 Crs. EEL
24	Removal of Debris & Demolition including clean up expenses	Rs.5 Crs .EEL excluding Foreign Debris
25	Obsolete Parts	Actual
26	Newly Acquired Property	Rs. 5 Crs.
27	Damage to Electric Lines	Actual
28	Archives	Rs.5.00 Crs.EEL
29	Decontamination and Pollution Clean up	Rs.10 Crs. EEL and in aggregate, only due to sudden and accidental damage
30	Cranes / Fire Brigades	Actual

31	<i>Technological Improvement</i>	<i>Actual</i>
32	<i>Leak Search Costs</i>	<i>Rs.5.00 Crore EEL</i>
33	<i>Tax and Custom Duty Clause</i>	<i>Actual</i>
34	<i>Designation of Property Clause</i>	<i>As explained in clause</i>
35	<i>Escalation Clause</i>	<i>5% of SI</i>
36	<i>Additional Custom Duty</i>	<i>Rs.5.00 Crs.EEL subject to original Custom Duty be included in TSI</i>
37	<i>Property under Consignment, care, Custody</i>	<i>Rs.5 Crs.EEL</i>
38	<i>Increased Cost of Construction and Demolition Cost</i>	<i>As explained in clause</i>
39	<i>Spoilage Material Cover for Machinery & Stock</i>	<i>Rs. 20 Crs each & every loss.</i>
40	<i>Aggravation Clause</i>	<i>As explained in clause</i>
41	<i>Property & Plant Testing</i>	<i>As explained in clause</i>
42	<i>Professional Fees</i>	<i>As explained in clause</i>
43	<i>Prevention of access</i>	<i>As Explained in clause</i>
44	<i>Customers / Suppliers and Utilities Extension</i>	<i>As explained in clause</i>
45	<i>Accumulated Stock Clause</i>	<i>As explained in clause</i>
47	<i>Premium Adjustment Clause</i>	<i>As explained in clause</i>
48	<i>Alternative basis Clause</i>	<i>As explained in clause</i>
49	<i>Departmental clause</i>	<i>As explained in clause</i>
50	<i>Delayed Indemnity Period Clause</i>	<i>As explained in clause</i>
51	<i>On Account Payment of Claims</i>	<i>As explained in clause</i>
52	<i>Claim Preparation clause</i>	<i>Rs.25 lac EEL, as explained in the clause</i>
53	<i>Agreed Bank Clause</i>	<i>As explained in clause</i>
54	<i>Alternative premises,</i>	<i>As explained in clause</i>
55	<i>New Business Clause,</i>	<i>As explained in clause</i>
56	<i>Repairing & removal cost including Dewatering but excluding foreign debris,</i>	<i>As explained in clause</i>
57	<i>Nominated adjuster clause (List of adjuster will be provided to the LI bidder).</i>	<i>As explained in clause</i>
58	<i>Damage of Lubricant oil and Refrigerant</i>	<i>Rs. 5 Crs.</i>
59	<i>Damage to Refractory Material</i>	<i>Rs. 5 Crs.</i>
60	<i>Electronic Equipment</i>	<i>Rs. 10 Crs.</i>
61	<i>Margin Clause</i>	<i>10% of Sum Insured</i>
62	<i>Suppliers Business Interruption</i>	<i>Rs. 30 Crs.</i>
63	<i>OEM/Third Party Inspection Charges</i>	<i>Rs. 5 Crrs.</i>
64	<i>Pair & Set</i>	<i>Actual</i>
65	<i>Damage to Operating Media</i>	<i>Rs. 5 Crs.</i>

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	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

Gas pipeline is owned by GSPL India Transco Limited (GITL) and GITL is having insurable interest in the pipeline.

Claim History:

NIL

Policy is being undertaken for the first time.

- SOW - STAND ALONE TERRORISM POLICY

Insured's Name: *RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED Mailing*

Address: *3rd/4th Floor, Mohta Building, 4, Bhikaiji Cama Place, New Delhi-110 066*

Policy Period: *For 1 year - AS PER CLAUSE 1 OF SPECIAL TERMS AND CODNTIONS -*

Policy Type: *Stand Alone Terrorism Policy Business*

of Insured: *Manufacturer of Ammonia & Urea*

Address of Risk

Location: *As per the Tender Documents*

Occupancy: *Fertilizer Plant and other associate facilities*

Indemnity Period: *12 Months*

Sum Insured for Operational Risk (MD): *Rs. 4410 Crore*

Sum Insured for Business Interruption (BI): *Rs. 1400 Crore*

Combined Total Sum Insured (MD+BI): *Rs. 5810 Crore*

Limit of Liability to be Covered under STA: *Rs. 2000 crores
(Each occurrence & in aggregate)*

MATERIAL/PROPERTY DAMAGE (OPERATIONAL COVER)

Sr. No	Risk Location Address	Property Details	Sum Insured
1	Ramagundam Plant	<i>All real and personal property as specified below, other than what is excluded hereunder, 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, Residential quarters, boundary wall, security office, road, foundations & pilings, electrical installations, pipelines- both inside and outside plant premises and contents therein, catalyst, operating media not limited to thermic fluid, resins, lubricants, molecular sieves, including loading arms belonging to or held in trust by Ramagundam Fertilizers And Chemicals Limited</i>	MD/PD - Rs. 4406 Crore
2	New Delhi	<i>Contents- (FFF, Office Equipment, EDP and Electrical Equipments/Installation) at Corporate Office, New Delhi</i>	MD/PD – Rs. 4 crore
	Total Sum Insured		MD/PD –Rs. 4410 Crore

BUSINESS INTERRUPTION (OPERATIONAL COVER)

Sr. No	Risk Location Address	Details of Business Interruption	Sum Insured
1	Ramagundam Fertilizers And Chemicals Limited, Ramagundam Plant	<i>Business Interruption Indemnity Period – 12 Months</i>	BI – Rs. 1400 Crore

Wordings: *Will be finalized with the L1 Bidder. As per LMA 3030 for PD and LMA 5039 for BI along with various Add-on covers and clauses as per above.*

A) INTEREST: **Section I – Material/Property Damage – Operational Risk**

All real and personal property as specified below, other than what is excluded hereunder, 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, operating media not limited to thermic fluid, resins, lubricants, molecular sieves, tank farms, spheres, bullets including all its facilities, including loading arms belonging to or held in trust by RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED

Section II – Business Interruption

(a) Any loss due to Business Interruption arises out of any Material Damage loss.

(b) **Additional Cover Required:** *As per Clause 5.3.3 of Section II of Business Interruption i.e. Failure of supply of water, gas, electricity, fuel or power, from outside sources but should any resultant loss or damage occur to the insured property due to any cause which is not otherwise excluded as per the terms & conditions of the policy, the same would be indemnifiable.*

UNDERTAKING DECLARATION OF 100 % CAPACITY FOR MEGA COMPREHENSIVE POLICY OF THE BIDDER ON THE LETTER HEAD OF THE COMPANY

Dated

To

RFCL

Sub : Insurance Cover for RFCL

With reference to your tender No. RFCL-28 inviting quotation for Mega Insurance Cover for RFCL, we hereby confirm that our bid is inclusive of 100% capacity of the Risk as per the insurance/reinsurance arrangement as follows ::

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Format-1.2

**UNDERTAKING DECLARION OF 100 % CAPACITY FOR STANDALONE TERRORISM POLICY OF
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-28 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 ::*

1) Self -Retention of the bidder - %

2) Reinsurance Capacity - %

3) Total -

100%

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

ON LETTER HEAD OF THE LEAD RE-INSURER

Date:

***SUB: SUPPORT LETTER FOR COMPREHENSIVE ALL RISK MEGA 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-28 with lead capacity of 100%.*

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

Sd.....

Seal....

ON LETTER HEAD OF THE LEAD RE-INSURER

Date:

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

OF RFCL 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-28 with lead capacity of 100%.*

*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

UNDERTAKING FORMAT ON THE LETTER HEAD OF THE COMPANY

Dated

To

RFCL

Sub : Insurance Cover for RFCL against Tender No : RFCL-28-

With reference to your tender No. RFCL-28 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 MEGA 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.

SECTION – I A, AR (ALL RISKS OF PHYSICAL LOSS OR DAMAGE)

Insuring Clause:

In consideration of the payment by the Insured named in the Schedule hereto of the Premium mentioned therein, THE INSURER AGREES (subject to the Conditions, Provisos and Exclusions contained herein or endorsed or otherwise expressed hereon, which shall all be deemed to be conditions precedent to the right of the Insured to recover hereunder) TO INDEMNIFY the Insured in respect of ACCIDENTAL PHYSICAL LOSS, DESTRUCTION OR DAMAGE TO THE PROPERTY DESCRIBED IN THE SCHEDULE HEREIN DIRECTLY AND WHOLLY ATTRIBUTABLE TO ANY CAUSE, EXCEPT AS HEREINAFTER PROVIDED, OCCURING DURING THE CURRENCY OF THE POLICY, REFERRED TO HEREIN AS 'DAMAGE'.

In no case shall the liability of the Insurer exceed the respective Sums Insured expressed in the Schedule except as may be provided herein.

1.1. EXCEPTED CAUSES:

-The deliberate and sustained operation of the Insured's plant, machinery, pipeline or other equipment in excess of the design margin over the nameplate capacities on the specific and intentional instruction of the Insured except for the conditions permitted by the manufacturers.

- *Withdrawal or go-slow of labour or cessation of work.*

IT IS ALSO UNDERSTOOD AND AGREED THAT subject to the PROVISO below, this insurance does not cover:

- a) *Wear and tear, gradual deterioration, gradually operating causes, rusting, corrosion, metal fatigue, oxidation, auto-oxidation, damp, change in temperature or humidity action of air or light or natural heating or drying. (other than as provided under clause 1.3.8.)*
- b) *Fermentation, evaporation, loss of weight, contamination or change in quality (except where such is directly caused by an occurrence, which is not otherwise excluded*
- c) *Failure, breakdown, malfunction, derangement, collapse or rupture of any mechanical or electrical or electronic machine apparatus or equipment whatsoever.*
- d) *Failure of supply of water, gas, electricity, fuel or power, from outside sources but should any resultant loss or damage occur to the insured property due to any cause which is not otherwise excluded as per the terms & conditions of the policy, the same would be indemnifiable.*

- e) *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.*
- f) *Short-circuiting, self-heating, leakage or surge of electrical current, over-loading or excessive power. However, this exclusion will not be applicable to any damage caused by short-circuiting, self-heating, leakage or surge of electrical current, over-loading or excessive power that may occur due to a covered peril operating on a nearby insured property.*
- g) *Leakage or overflowing of the contents of any storage tank, vessel or other container or the flaring of products other than as provided under clause 1.3.4. However, blow down as a measure of damage containment is not excluded under this clause.*
- h) *Loss of data, data media and records, as well as its regeneration except as per Clause 3.13*
- i) *Clean up costs other than as provided under Article 3.14.*
- j) *Seepage and/or pollution and/or contamination, direct or indirect, rising from any cause whatsoever.*
- i) *Infidelity of an employee.*

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

For the purpose of this endorsement 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 person, whether acting alone or on behalf of or in connection with any organization(s) or governments(s), committed for political religious, ideological or similar purposes including the intention to influence any government and/ or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage and cost of expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. If the insurer allege that by reason of this exclusion, any loss, damage, cost of expense is not covered by this the burden of proving the contrary shall be upon the Insured.

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

PROVISO : Clause (a) - (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 Clauses of this policy, occasioned as a consequence of any of the Contingencies listed therein.

1.2. EXCLUDED PROPERTY:

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

i 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 to operational condition from shutdown shall not be construed as testing;

ii. road vehicles (other than motor vehicles and Plant and Machinery used exclusively on the Insured's premises), railway rolling stock, waterborne vessels or craft; but this exclusion shall not apply to the Insured's

rolling stock and fire fighting vehicles whilst on the Insured's premises or within a radius of 5 kms. and 20 kms. respectively of the insured premises; subject to the condition that the Insured is having insurable interest on such Plant & Machinery and the value of them being included in the PD Sum Insured.

- iii. *land (including topsoil, backfill), runways, canals, dams, docks or tunnels,*
- iv. *goods or property in transit, other than:*
 - a) *inland transits of plant and/or machinery for the purpose of maintenance and general running for operational use;*
 - b) *property in transit as provided under the Temporary Removal Extension;*
 - c) *inland transit within INDIA as provided under the Inland Transit Extension,*
- v. *Property which is insured by a more specific policy;*
- vi. *Underground property other than*
 - a. *pipelines along with contents*
 - b. *cabling*
 - c. *tanks along with contents*
 - d. *utilities and*
 - e. *related equipment;*
- vii. *Offshore property;*
- viii. *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;*
- ix. *Catalysts, lining , refractory and consumable materials but only whilst in the course of process, production, or manufacture, other than as provided under Article 1.3.6.*
- x *cash, bullion, coins, cheques, stamps, precious stones, jewellery, antiques, securities, obligations of any kind, books of account, or other business books or records, computer records or data, manuscripts, plans, drawings, patterns or models. However, this shall not be extended to/override the conditions as mentioned under Articles 3.13 and 3.18 of the policy.*

1.3. EXTENSIONS APPLICABLE TO SECTION I A, (AR):

1.3.1. CIVIL AUTHORITIES / PUBLIC AUTHORITIES / 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 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 of 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, and may be carried out wholly or partially upon another site, provided that the liability of the Insurer is not increased thereby.

Limit for each and every loss hereunder: Rs. 5.00 crs

1.3.2. FIRE FIGHTING EXPENSES:

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 the actual cost of materials used and/or damaged in extinguishing or controlling or attempting to extinguish or control any such fire;

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; all other actual expenses (including wages and the like paid for fighting, extinguishing or controlling or attempting to fight extinguish or control such fire and/or localizing such fire). All claims for personal injury are excluded.

1.3.3. PROPERTY NOT ON THE INSURED PREMISES (ONLY THE DECLARED / NAMED PREMISES) :

This policy extends to cover property (Machineries/Equipment and Stocks) of the Insured and the value of such property being part of total sum insured under the policy which are kept outside the Insured premises anywhere in India (list of such locations to be provided with commencement of policy and as soon as any location is added) subject to a limit of Rs.10.00 Crs. at any one location. The coverage will be available for Plant & Machinery for FLEXA perils only and all risk basis for stocks.

It is understood and agreed that no waiver of subrogation will be given against third parties and insured will take all measures to safeguard interest.

1.3.4. LEAKAGE AND OVERFLOWING:

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 or vessel or pipelines subject to a limit of Rs. 20 crs each and every loss.

1.3.5. CONTAMINATION AND CO-MINGLING OF STOCKS & STOCK IN PROCESS :

It is hereby agreed that notwithstanding anything contained herein to the contrary, that this Policy extends to cover loss or damage to stocks and stock in process as a result of contamination and/or co-mingling whilst in the Insured's care, custody or control, subject to a limit of Rs 5 Crs each and every loss.

1.3.6. CATALYSTS, LINING REFRACTORY AND CONSUMABLE LIMITED COVERAGE CLAUSE:

It is hereby agreed that notwithstanding anything contained herein to the contrary, that this Policy extends to cover loss/destruction of or damage to refractory, lining catalyst or consumable material while in process, production manufacture or transit except from the perils of fire, lightning, windstorm, hail, explosion, aircraft,

smoke, earthquake and collapse.

*For the purpose of this policy the basis of settlement with respect to destruction of or damage to such refractory, lining, catalyst or consumable material as covered hereunder shall be limited to the actual cash value of such property, as defined under **Basis of Indemnification (Stock and Catalyst) clause 1.4.2**. Where available, the normal remaining life to the refractory lining, catalyst or consumable material shall be taken into consideration in determining the actual cash value (ACV). The ACV amount shall be calculated by taking*

- i. The Expired Life EL in working hours of the catalyst, Lining Refractory and consumables at the time of occurrence and*
- ii. The Normal Life Expectancy (NEL) in hours of the catalyst according to the latest specification issued by the manufacturer.*
- iii. And applying them in the relationship $(1-EL/NLE)$ to the total replacement costs of the catalyst*

1.3.7. RIOT, STRIKE, MALICIOUS DAMAGE INCLUDING CIVIL COMMOTION:

It is hereby agreed that notwithstanding anything contained herein to the contrary, that this , Policy extends to cover loss of or visible damage or destruction by external violent means directly caused to the property insured but excluding those caused by,

- a. Total or partial cessation of work or the retardation or interruption or cessation of any process or omissions of any kind*
- b. Permanent or temporary dispossession resulting form confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority*
- c. Permanent or temporary disposition of any building or plant or unit or machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access of the same.*
- d. Burglary, housebreaking, theft, larceny or any such attempt or omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any malicious act.*

If the Insurer alleges that the loss/damage is not caused by any malicious act the burden of proving the contrary shall be upon the insured.

Limit for each and every loss and in the annual aggregate: Actual

1.3.8 SPONTANEOUS COMBUSTION CLAUSE

Policy is extended to cover the above subject to following endorsement wordings:

“this policy shall extend to include loss or damage by ‘fire’ only of or to the property insured caused by its own fermentation, natural heating or spontaneous combustion.” Limit: INR 25Cr EEL and in aggregate.”

1.4. CONDITIONS APPLICABLE TO SECTION I A (AR):

1.4.1. BASIS OF INDEMNIFICATION (ALL PROPERTY OTHER THAN STOCK AND CATALYST):

In the event of destruction of or loss of 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:

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 other than provision as per article no. 3.21 (technological Improvement);

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 condition when new.

Where by reason of the above provisions, no payment is to be made for rebuilding or replacement or if the Insured elects not to rebuild or replace, the Insurer will pay to the Insured the actual value of the property at the time of the happening of its damage. Actual value means the cost which in the event of damage to any item or part of the property insured would be necessary to replace it with one of the same age and capacity and similar make and quality, inclusive of all materials, wages, freight, custom & other duties, dues etc. with due allowance for depreciation for age, use and condition.

Special Provisions:

- a) 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 Company not being thereby increased) must be commenced within 12 months of the date of the destruction or damage or such further period as the company shall in writing allow, otherwise no payment beyond the amount which would have been payable on normal indemnity basis shall be made.*
- b) Where Property is damaged or destroyed in part only, the liability of the company shall not exceed the sum representing the cost which the company would have been called upon to pay for reinstatement if such Property had been wholly destroyed.*
- d) 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. If, as a result of the application of any of these Special Provisions, no payment is to be made beyond the amount which would have been payable under this Section of the Policy if this Clause had not been incorporated therein, the rights and liabilities of the Insured and the company in respect of the destruction or damage shall be subject to the Terms and Conditions of the Policy as if this clause had not been incorporated therein.*
- e) It is a condition under this policy that at the time of every renewal the values of plant, machinery and assets should be adjusted by the insured to represent the new replacement value.*

- f) *If at the time of the reinstatement of the loss, the sum representing 85pct. 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 85pct., of the cost of reinstatement of the whole of the property and shall bear a rateable proportion of the loss accordingly.*
- g) *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 the quotes are based on the same technological specifications. As far as reasonable, the order for repairs / replacement can be placed with OEM on single quote basis for proprietary items / equipments.*
- h) *Where the repair or replacement of the damaged or lost Property Insured involves import into the country of the Insured property, the replacement value as aforesaid shall include applicable Customs Duties & other taxes. However, this provisos shall exclude from its ambit the conditions as mentioned under article 3.21 (Technological Improvement)*

1.4.2. BASIS OF INDEMNIFICATION (STOCK AND CATALYST):

WHERE VALUE OF STOCK AND CATALYST DECLARED FOR INSURANCE

In the event of destruction of or loss of or damage to stock (other than catalyst whilst in process) covered 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, including all applicable taxes and duties, immediately before the occurrence of the said contingency.

In case of finished goods, the basis of indemnity shall be market price i.e. price realizable from Sales and subsidy realizable from Department of Fertilizers, Govt. of India as per New Investment Policy, 2012 for production of Urea applicable to Company.

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

If the stock hereby insured shall, at the time of the destruction of or loss or damage, be collectively of greater value than the sum insured there on then the insured shall be considered as being his own insurer for the difference and shall bear a ratable proportion of the loss accordingly. Every item, if more than one, of the policy shall be separately subject to this condition.

In the event of destruction of or loss of or damage to catalyst whilst in process, the basis of indemnification shall be reinstatement value, which shall be determined on the basis of Replacement Cost to the insured, less salvage value.

Replacement Cost of Catalyst means the amount it would take to replace the damaged or destroyed property with property of like kind and residual life, as determined at the time of loss.

1.4.3. 72 HOURS CLAUSE:

This clause shall cover all Perils caused by Act of God including but not limited to Tsunami Tempest and Cyclones.

Flood:

Each loss by flood and all losses from this peril within a 72 hour period shall be deemed to be one loss insofar

as the Total Sum Insured and deductible provisions of this policy are concerned. The company 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 -

Each loss by wind and/or rainstorm 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 shall be deemed to be a single windstorm and/or rainstorm 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.

SECTION- I B : MI (MACHINERY INSURANCE):

INSURING CLAUSE:

In consideration of the payment by the Insured named in the Schedule hereto and 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 (TO APPARATUS SUBJECT TO CENTRIFUGAL FORCE, INTERNAL PRESSURE) OF PROPERTY INSURED INCLUDING PHYSICAL EXPLOSION/IMPLOSION AS DESCRIBED IN THE SCHEDULE HERETO DIRECTLY AND WHOLLY ATTRIBUTABLE TO ANY CAUSE, EXCEPT AS HEREINAFTER PROVIDED, OCCURRING DURING THE CURRENCY OF THE POLICY.

In no case shall the liability of the Insurer exceed the respective sums insured expressed in the schedule,

PROVIDED that the due observance and fulfillment 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 include sudden and accidental physical loss or damage necessitating repair or replacement before working 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, failure of or faults in protection devices 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, malicious acts or lack of skill of employee or third parties or;*
- v) falling impact, collision or similar occurrences, obstruction or the entry of foreign bodies or;*
- vi) over-pressure/under pressure (explosion/implosion)*
- vii) Cracks found during turnaround in equipment such as turbines and other machinery which requires immediate repair.*
- viii) any other cause not hereinafter excluded.*

This Insurance applies whilst the Property Insured is working or at rest or during maintenance testing or being dismantled or moved for the purpose of cleaning, inspection, overhauling or being re-erected

in another position within the location shown in the Schedule. However any overload testing is excluded.

2.1. EXCEPTIONS APPLICABLE TO SECTION I B (MI):

The company shall not be liable for:

i loss or damage caused by fire, lightning, extinguishing of fire, subsequent demolition, dismantling and clearance of debris, aircraft and other aerial devices or articles dropped therefrom, collapse of buildings, and theft;

ii a) wastage of material, wearing away or wearing out of any part of a machine caused by or resulting from ordinary usage, rust, boiler scale or other deposits, corrosion or deterioration due to chemical or atmospheric conditions or otherwise scratching of painted or polished surfaces; This exclusion will not apply to loss resulting from sudden accidental loss/damage not otherwise excluded.

b) slowly developing deformation, distortion, cracks, fractures, blisters, laminations, flaws or grooving or the making good of defective tube joints or other defective joints or seams unless such defects result in damage otherwise insured under the Policy;

iii. loss or damage caused by the imposition of abnormal conditions directly or indirectly resulting from testing or willful overload beyond safe limits, or experiments except for conditions permitted by the manufacturers, it being understood that bringing up from shutdown shall not be construed as testing;

iv. loss of use of any machine or consequential loss of any nature whatsoever; other than specific coverage available under Section BI (Business Interruption).

v. loss or damage caused by earthquake, seaquake, tidal wave, subsidence, landslide, Rockfall, hurricane, typhoon, cyclone, volcanic eruption or other convulsion of nature, flood, inundation or escape of water from water-containing apparatus;

vi. loss or damage caused by the willful neglect of the Insured or his representatives, which includes also abandonment of property. However, acts of malicious damage by employees and/or representatives of the Insured are covered;

vii. a) loss of or damage to or loss of use of Property directly or indirectly caused by seepage or pollution;

b) the cost of removing, nullifying or cleaning-up, seeping, polluting or contaminating substances;

viii. Loss or damage due to any faults or defects known to the Insured at the time this insurance was arranged and not disclosed to the company; or for which the manufacturer is responsible by contract.

ix. Accidental damage indemnifiable under All risk section (Section One) of this policy;

x. loss or damage to foundations and masonry, refractory linings exchangeable or replaceable parts and attachments such as flexible drives or tools used for cutting, drilling, grinding, polishing or similar purposes or moulds, patterns pulverising and crushing surfaces, screens and sieves, engravings on cylinders, ropes, chains, belts, elevator and conveyor bands, batteries, tyres, connecting wire and cables, flexible pipes, joining and packing material and all other parts not made of metal (except the insulation of electrical conductors), fuels, filter fillings, cooling media, lubricants, catalysts, chemicals

or other operating media;. However, this exclusion will not be applicable when damage to these parts is part of a loss and/or damage to an insured machine by a cause not excluded. Further, this exclusion shall only refer to these parts and not to any resulting damage to the machinery insured under this section of the policy.

xi. Loss of data, data media and records as well as its regeneration;

xii. Lack of power, light, heat, steam or refrigeration unless the result of a sudden and unforeseen happening;

xii. loss or damage to vehicles licensed for road use and/or vessels, except construction and maintenance plant & machinery which are not licensed for road use.

Notwithstanding any provisions to the contrary within this Policy or any endorsement thereto 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 or terrorism regardless of any other cause or event contributing concurrently or any other sequence to the loss.

WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto 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 of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

(1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

(2) any act of terrorism.

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

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If the insurers allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

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

It is further agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2.2. CONDITIONS APPLICABLE TO SECTION I B (MI):

2.2.1 SUM INSURED:

It is the requirement of this Section that the sum insured shall be equal to the cost of replacement of the insured property by new property of the same kind and of the same capacity which shall mean its replacement cost including freight and customs duties, if any, and erection costs

2.2.2. VALUATIONS AND ADJUSTMENT OF LOSSES:

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

Replacement 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 Cost shall be determined as at the time of replacement of any claim for 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 the Insurers shall require in proof of the amount of the loss.

If at the time of the reinstatement of the loss, the sum representing 85 pct. 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 85 pct., of the cost of reinstatement of the whole of the property and shall bear a ratable proportion of the loss accordingly.

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 the quotes are based on the 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.

Where for any reason, it is not possible or if the Insured elects not to rebuild or replace, the Insurer will pay to the Insured the Actual value of the property at the time of Loss. Actual value means the cost which in the event of damage to any item or part of the property insured would be necessary to replace it with one of the same age and capacity and similar make and quality, inclusive of all materials, wages, freight, custom & other duties, dues etc. with due allowance for depreciation for age , use and condition.

Where the repair or replacement of the damaged or lost Property Insured involves import into the country of the Insured property, the replacement value as aforesaid shall include actual Import Duty including, but not limited to applicable customs duties and other taxes.

2.2.3. 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.

2.2.4. 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 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.

2.2.5. 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.

2.2.6. 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.

3. EXTENSIONS APPLICABLE TO SECTIONS I A & B (AR & MI):

3.1. 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 expenses and other rapid means of transportation.

Limits Rs. 10 Crs each and every loss.

3.2. 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.

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 doesn't exceed 25% of the lowest quote and quotes are based on the 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.

Limit : Rs.2.00 Crs. Each and Every Loss

3.3. MINOR WORKS:

It is understood and agreed that these Sections of the Policy automatically include minor alterations and/or construction and/or re-construction and/or additions and/or maintenance and/or testing and commissioning and/or modifications and/or any new project work carried out on any of the property insured under this policy or inside the premises of the insured, subject to a maximum contract value of Rs 100 crore any one Project & in Aggregate and being the value of the said Project at the commencement thereof. This includes inland transit of the consignment meant for execution of Minor Works subject to per consignment limit of Rs. 5 Crs.

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. The deductibles applicable to 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.

At the option of the Insured the interest of 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. This cover will also apply to loss or damage caused in the course of reinstating an otherwise insured Damage.

Any Consequential Loss, following a loss covered hereunder, is excluded. This does, however, not exclude consequential losses arising out of a material damage to existing property insured under the policy by a peril not excluded under the policy.

Limit in Aggregate : Rs 100 Crs for any one project & in aggregate.

3.4. INADVERTENT OMISSION:

The Insured having notified the Insurers 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 of Rs 10 crs each and every loss and Rs 20 cr in aggregate

3.5. HIRE PURCHASE OR 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 to 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.

3.6. ARCHITECTS', SURVEYORS' & CONSULTING ENGINEERS' FEES:

The insurance by the Policy shall include an amount in respect of Architects', Surveyors, Consulting Engineers' and Legal and other Fees and expenses necessarily incurred in the reinstatement of the Property Insured consequent upon its destruction or damage but not for preparing any claim, it being understood that the amount payable for such Fees shall not exceed those authorised under the scales of the various Institutions and/or Bodies regulating such charges wherever available. This extension shall also include reasonable costs incurred by the Insured of a like nature.

Limit : 5% of the claim amount subject to minimum of Rs.5.00 Crs., Each and Every Loss

3.7. CAPITAL ADDITIONS:

The insurance by this policy shall, subject to its terms and conditions, automatically extend to cover without payment of any additional premium:

- 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:*
- iii. at any one location this cover shall not exceed 5 pct. of the PD sum insured on such property subject to a limit of max INR 100 Crs.*
- iv the Insured undertake to give particulars of any such capital additions as early as possible.*
- v. Additional Premium to be paid on pro-rata basis for Capital addition in excess of Rs.100 Crs.*

3.8. REINSTATEMENT OF SUM INSURED FOLLOWING A LOSS:

The sums insured shall not be reduced by the amount of any loss and the Insured shall be entitled to automatic reinstatement of the sum insured following a loss, only on payment of Reinstatement Premium, to be adjusted from the claim amount at the time of settlement of the claim.

3.9. TEMPORARY REMOVAL OF PROPERTY:

Subject to the following provisions, the Property Insured by this Section of the Policy is covered whilst temporarily removed for cleaning, renovation, repair and other similar purposes, elsewhere on the same or to any other premises world-wide and in transit thereto and therefrom by air, road, rail or inland waterway and/or whilst temporarily stored elsewhere.

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

This Extension does not apply to Property if and so far as it is otherwise insured, nor to Property held by the Insured in trust, other than machinery and plant.

Limited to Rs 50 Crs. Each and every loss. Any transit outside India to be intimated to lead insurer immediately on dispatch

3.10. EXPENSES TOWARDS LOSS PREVENTION / MINIMIZATION :

In case of actual or imminent loss or damage it shall be lawful and necessary for the Insured, their factors, servants or assigns to sue, labour and travel for, in or about the defence, safeguard and recovery of the property Insured hereunder, or any part thereof, without prejudice to this insurance, nor shall the acts of the Insured or the Insurer in recovering, saving and preserving the property insured in case of loss or damage be considered a waiver or an acceptance of abandonment. The expense so incurred which include shut down and startup costs shall be borne by the Insurer up to a maximum of Rs 25 crs each and every loss.

3.11 DELIBERATE DAMAGE:

Subject to the terms and condition of the policy- this insurance covers physical loss of property insured or expenses incurred by the insured directly cause by any act or order of any governmental authority- acting under the powers vested in them to prevent or mitigate the imminent and sudden pollution hazard or threat thereof, resulting directly from damage to the property insured, provided such act of

government authority has not resulted from lack of due diligence by the insured to prevent or mitigate such hazard or threat thereof and any other physical damage.

Limit : Rs.50.00 Crs. EEL

3.12. SHUT DOWN / START UP COSTS:

It is hereby agreed and declared that this policy extends to cover Shut Down and Startup Costs, including the costs by way of loss/drainage/venting of hydrocarbon, chemicals, catalysts and cost of power and utilities such as electricity, water, steam, gas as well as feed stock, fuel or combustibles to reestablish the plant in the operational state it was at the time of damage necessarily and reasonably incurred by the Insured consequent upon a loss or damage covered by this policy.

Limit: Rs 25 Cr each and every Loss

3.13. PLANS, DOCUMENTS & COMPUTER SYSTEMS RECORDS:

The coverage herein shall be extended to cover loss of data, data media and records, as well as its regeneration, up to a limit of Rs.5,00,00,000 /- any one loss, subject to:

- i. the loss of data, data media and records having been caused by a damage covered under sections AR and MI*
- 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.*

3.14. REMOVAL OF DEBRIS

It is 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, including the cost of removable of water consequent to flood and sewers temporary boarding 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) removal of water

/ It is further agreed that the policy includes de watering cost, soil or any other substance / foreign subjects / foreign debris on or under the premises insured hereunder other than as provided in article no 3.32 (repair & removal cost including dewatering and removal of slush/foreign objects).

It is 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.

Limit : Rs 20 crs each and every loss Excluding Foreign Debris.

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 and that the Insured shall give notice to the Insurers of intent to claim for cost of removal of debris or cost of cleanup NO LATER THAN 12 MONTHS AFTER THE DATE OF SUCH PHYSICAL LOSS OR DAMAGE.

3.15. OBSOLETE PARTS

It is noted and agreed that in the event of spares currently insured hereunder and represented within the total sum insured under this Policy becoming obsolete following an indemnifiable loss to the unit and/ or units to which they belong, such spare parts shall also be deemed a constructive total loss provided always that such part cannot be used as spares for any other units, Insurers retain rights of salvage over such parts.

3.16. NEWLY ACQUIRED PROPERTY

The Policy will extend to cover the newly acquired property inside the insured premises, acquired after commencement of this policy and before the expiry of this policy subject to the condition that all such acquirement of property are intimated to Insurer in advance and payment of additional premium on pro-rata basis.

3.17 DAMAGE TO ELECTRIC LINES

The policy will extend to cover damage to electric lines and/or apparatus of RFCL inside and outside the premises of the insured, as annexed, subject to the condition that values of such electric lines and apparatus are included in the total sum insured

3.18 ARCHIVES (REINSTATMENT OF DATA)

Indemnity hereunder shall include reasonable costs incurred in the reconstruction of archives. Record, accounts documents, plans, computer programmes and data, subject to back up copies/ records being kept in a safe and secure place.

Limit : Rs 5.00 Crs each and every loss

3.19 DECONTAMINATION AND POLLUTION CLEAN UP

Indemnity hereunder shall include reasonable costs incurred towards decontamination and pollution cleanup inside the Insured Premises only, subject to condition that such contamination and / or Pollution occurred inside the premises arising out of operation of any Peril otherwise covered under the policy, resulting into sudden and accidental damage to the insured property;

Limit : Rs. 10 Crs. EEL and in aggregate

3.20 CRANES / FIRE BRIGADES

*The Insurer shall indemnify the insured for loss or damage to Cranes or Fire Brigades, subject to the condition the value of such items are included in Sum Insured,
whilst on the premises
while on assignments as per mutual aid agreements and
if requisitioned by public authorities*

3.21 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**.*

3.22 LEAK SEARCH COSTS

*The Insurer shall indemnify the insured in respect of reasonable leak search costs.
The costs for leak search shall include the costs incurred for:*

- (a) hydrostatic testing, including the cost of all materials used including but not limited to leasing special apparatus and the cost of the operation and transport of such apparatus,*
- (b) earthwork in trenches necessary in the search for and repair of leaks, e.g. excavation, uncovering of the pipeline, backfilling.*

*However, such costs will be payable only following an identifiable loss.
Limit: Rs.5.00 Crore, each and every loss*

3.23 FURTHER DAMAGE TO STOCKS / PROPERTY

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

3.24 PROPERTY AND PLANT TESTING AND COMMISSIONING CLAUSE

It is hereby understood and agreed that this policy does not cover loss or damage to property in course of construction or erection, dismantling, revamp or undergoing testing or commissioning including mechanical performance testing and any business interruption resulting therefrom.

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

- 1. Mechanical completion including Testing.*
- 2. Testing and Commissioning.*
- 3. Performance Testing conforming to 100 % of design capacity maintained by each separate unit in a stable and controlled manner for a continuous ongoing period of a minimum of 72 (seventy-two) hour's duration.*
- 4. Official acceptance by the insured following formal hand over without reservation or wavier of guarantee conditions. It being understood that no equipment faults or punch list items affecting operational integrity of the plant are outstanding and that no temporary structures and no modifications remain.*

Notwithstanding the above, attachment of property and plant here on to be agreed by insurers. It is further understood and agreed that terms and conditions to be reviewed, if required, by Insurers.

It is further understood and agreed that the above provisos do not apply to normal routine maintenance activities and scheduled turnarounds or Minor Works involving contract value of Rs. 100Cr., in any one project and in Aggregate.

3.25 TAX AND CUSTOMS DUTY CLAUSE

It is-hereby declared and agreed that in case of loss under this policy the same allowance will be considered for taxes and customs duties and the like as the one declared in the related sum insured. Any cost incurred in excess of this amount shall be borne by the insured.

3.26 Designation of 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.

3.27 Escalation clause

The 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 percentage for each day since inception up to the date of the loss.

This Clause shall not apply to stock of any description / kind whatsoever.

3.28 Additional Customs Duty

The insured shall be indemnified during the currency of this policy, towards Additional Customs Duty of Rs. 5.00 Crs which may be incurred by the insured over and above, subject to the condition that the customs duty amount have been taken into account in arriving at the sum insured of the affected item.

This article shall override article 3.25 (tax & custom duty clause), In events where the insured has incurred additional customs duty, up to INR 5.00 Cr., subject to the condition that the custom duty amount have been taken into account in arriving at the sum insured of the affected items.

3.29 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.

Limit: Rs. 10.00 Crs. for each and every loss

3.30 INCREASED COST OF CONSTRUCTION & DEMOLISHING CLAUSE

Loss occasioned by the enforcement of any law(s) or ordinance(s) regulating the construction, repair or use of building(s) or structure(s) and in force at the time pf such loss occurs which requires the demolition of any portion of the building(s) or structure(s) insured under this policy which have

not suffered damage from the same loss occurrence.

The cost incurred in actually rebuilding both the damaged and demolished portions of the Building(S) OR Structures(s) with materials and in a manner to fully satisfy such ordinance(s) or law(s) or directives of statutory authorities. The total liability under this clause shall not exceed actual expenditure incurred in demolishing the undamaged portion of the building(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.*

3.31 AGGRAVATION CLAUSE

It is noted and agreed that the operation of the excluded perils shall not prejudice to recover under this policy of Insurance any further loss caused by aggravation loss within the period of Indemnity.

3.32 REPAIR AND REMOVAL COST INCLUDING DEWATERING BUT EXCLUDING FOREIGN DEBRIS

It is agreed that this Policy includes the cost and expenses towards repair and removal cost of insured property including Dewatering cost but excludes cost towards removal of foreign debris after occurrence of loss, destruction or damage by insured peril provided that the insured shall give notice to the insurer their intention for claiming for such cost immediately after such occurrence of loss.

Limit: Rs. 10 crs EEL.

3.33 Spoilage Material Cover for Machinery & Stock:

It is hereby agreed and declared that, notwithstanding anything contained to the contrary, 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.

Limit of indemnity: INR 20 Crores EEL and in aggregate

4. CONDITIONS APPLICABLE TO SECTIONS AR AND MI

4.1.1 Electronic Data Exclusion:

Notwithstanding any provision to the contrary within the policy or any endorsement thereto except what has been stated in sec.3.13, it is understood and agreed as follows:

- a. This policy does not ensure 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 whatsoever nature resulting there from*

regardless of any other event or cause contributing concurrently or in any other sequence to the loss. Electronic data means facts, concepts and information converted to a form usable for communication, interpretation and 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 instruction 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 Trojan Horses', 'Worms', Time or Logic bombs. 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 perils. Listed Perils: Fire, Explosion.

4.1.2 Electronic Data Processing Media Valuation:

Notwithstanding any provision to the contrary within the policy or any endorsement thereto it is agreed and understood 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 cost of copying the electronic data from backup or from originals of previous generation. These costs will not include research and engineering nor any cost 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.

4.2. SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION; DEBRIS REMOVAL & COST OF CLEAN UP EXTENSION; AUTHORITIES EXCLUSION:

i. SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION

Notwithstanding any provision in the Policy to which this Endorsement is attached excluding clause 1.3.5 and 3.19, this Policy does not insure against loss, damage, costs or expenses in connection with any kind or description of seepage and/or pollution and/or contamination, direct or indirect, arising from any cause whatsoever.

NEVERTHELESS if fire and/or explosion is not excluded from this Policy and a fire and/or explosion arises directly or indirectly from seepage and/or pollution and/or contamination and/or explosion any loss or damage insured under this Policy arising directly from that fire and/or explosion shall (subject to the terms, conditions and limitations of the Policy) be covered.

However, if the insured property is the subject of direct physical loss or damage for which the Insurer has paid or agreed to pay or would have paid or admitted liability or been held liable for but for the application of any deductible provision contained under Section A or B of this Policy, then this Policy (subject to its terms, conditions and limitations) insures against direct physical loss or damage to the property insured hereunder caused by resulting seepage and/or pollution and/or contamination.

The Insured shall give notice to the Insurer of intent to claim NO LATER THAN 12 MONTHS AFTER

THE DATE OF THE ORIGINAL PHYSICAL LOSS OR DAMAGE.

ii. **AUTHORITIES EXCLUSION:** *Notwithstanding any of the preceding of this Endorsement or any provision of the Policy to which this Endorsement is attached excluding clause 1.3.5, this Policy does not insure against loss, damage, costs, expenses, fines or penalties incurred or sustained by or imposed on the Insured at the order of any Government Agency, Court or other Authority arising from any cause whatsoever, other than as provided elsewhere under this Policy.*

Nothing in this Endorsement shall override any radioactive contamination exclusion clause in the Policy to which this Endorsement is attached.

4.3 WORKMEN:

Workmen may be employed for the purpose of minor extensions or alterations, installations, maintenance and the like without prejudice to this Insurance.

4.4. WAIVER OF RECOURSE:

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

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

4.5. 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.

4.6. LOSS PAYEE CLAUSE:

Loss payable to the Insured or order as directed by the Insured which shall include such party which has a vested interest in the subject matter insured hereunder at the time of loss or damage.

4.7 EXCLUSIONS APPLICABLE TO SECTION I A & B (VIZ. AR, MI SECTIONS).

UNLESS OTHERWISE EXPRESSLY AGREED, *this Insurance does not cover any destruction or damage occasioned by or through or in consequence of, directly or indirectly, any of the following:*

- i) a) *War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.*
- b) *Mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power.*

In any action, suit or other proceeding, where the Company alleges that by reason of the

provisions of this Condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

ii) Confiscation, requisition, sequestration, nationalisation or similar act.

iii) Damage directly or indirectly caused by or arising from or in consequence of or contributed to by:

a) Nuclear weapons material;

b) Ionizing radiation's or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this Exclusion combustion shall include any self-sustaining process of nuclear

iv) Sabotage & Terrorism

v) Cyber Attack

vi) Electronic Data Recognition Clause

SECTION – II: BI (BUSINESS INTERRUPTION):

5.1. INSURING CLAUSE:

The Insurers agrees that if Property Insured under Section AR and/or MI be lost, destroyed or damaged by any of the contingencies insured thereunder (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 actual sustained loss resulting from such interruption or interference in accordance with the provisions of this 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 MI 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 therefore but for the application of any deductible provision under Sections A and/or B 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** immediately before the date of damage, (duly adjusted as provided for in the definition of Annual turnover appearing in item no 5.2.7) the amount payable shall be proportionately reduced.*

Sum Insured under BI Section will include Gross Profit of RFCL and / or other affiliated, associated, controlled, allied or subsidiary companies as are now or may be constituted.

The sum insured under BI to be reviewed only at the end of the policy period.

5.1.1. 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 thereunder shall be:

i. in respect of Reduction in Turnover: the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall, in consequence of the “Damage, fall short of the Standard Turnover;

ii. 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.

Less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business payable out of Gross Profit as may cease or be reduced in consequence of the Damage.

5.2. DEFINITIONS APPLICABLE TO THIS SECTION:

5.2.1. TURNOVER:

The money (less discounts allowed) paid or payable to the Insured for goods sold and delivered and shall also include Subsidy Receivable on goods sold and for services rendered in the course of business

5.2.2. GROSS PROFIT:

The amount of the Turnover (adjusted by deducting opening stocks and adding closing stocks) from which shall be deducted the Specified Working Expenses.

5.2.3. SPECIFIED WORKING EXPENSES:

All expenses of the Insured's business which do not continue to be incurred or are reduced as a consequence of the damage as therein defined during the indemnity period . Such expenses shall mean expenses towards: -

Raw Materials

Variable portion of Cost of Utilities

Variable portion of Repairs & maintenance

Chemicals & Catalysts

Packing Cost

Other Variable expenses

5.2.4. INDEMNITY PERIOD:

The period beginning with the occurrence of the Damage and ending not later than 12 months thereafter during which the results of the Business shall be affected in consequence of the Damage.

5.2.5. RATE OF GROSS PROFIT:

The Rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the 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 other circumstances either before or after the incident or which would have affected the Business had the incident not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the incident would have been obtained during the relative period after the damage.

5.2.6. STANDARD TURNOVER:

*The Turnover **during that period** in twelve months 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 other circumstances either before or after the incident or which would have affected the Business had the incident not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the incident would have been obtained during the relative period after the damage.*

5.2.7. ANNUAL TURNOVER:

The Turnover during the twelve months 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 other circumstances either before or after the incident or which would have affected the Business had the incident not occurred, so that the figures thus adjusted shall represent as nearly as may be

reasonably practicable the results which but for the incident would have been obtained during the relative period after the damage.

5.2.8. SHORTAGE IN TURNOVER:

The amount by which the Turnover during the indemnity period shall in consequence of the damage fall short of the Standard Turnover which relates to that period.

5.2.9 TIME EXCESS FOR BUSINESS INTERRUPTION LOSS

In any one occurrence of loss or damage, the Insurer shall not be liable for the amount obtained by multiplying the average daily value of loss in Gross Profit sustained during the indemnity period by the number of days agreed upon as the time excess subject to Departmental clause.

5.3. EXTENSIONS APPLICABLE TO THIS SECTION:

5.3.1. 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.

Provided that the sum of the amount payable under this clause and the amount otherwise payable under the Policy shall in no case exceed the liability of the Insurer as stated in the Schedule.

5.3.2. 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 property belonging to the Insured or property within a radius of 5 kms from the insured premises (inland only) which prevents or hinders the use of or access to the premises (Excluding Port Blockage);

The total liability under this section is limited to maximum of 4 weeks over and above the policy BI deductible.

Port blockage to be excluded.

5.3.3. CUSTOMERS, SUPPLIERS AND UTILITIES EXTENSION (Only Direct and First tier Customers and Suppliers):

This Section is extended to cover the Insured's loss resulting from 'Damage' as herein defined occurring at the premises of any of the Insured's customers and/or suppliers, including suppliers of electricity, gas, water and steam, CNG or in installations anywhere between Customers / Suppliers/

Utilities premises and the Insured's premises.

Limit of Liability:

- (i) Premises of Named Customers and Suppliers for a maximum limit of 20% of Limit of Indemnity (Business Interruption Sum Insured / Loss Limit). Coverage to be Restricted to FLEXA Perils for Overseas Customer / Suppliers, whereas coverage to be Restricted to FLEXA and AOG Perils for Domestic Customer / Suppliers.*
- (ii) Premises of Un-named Customers and 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*

Assets like pipelines, transmission and distribution lines, cables, etc. extending beyond the suppliers and/or customers and/or utilities premises are excluded from coverage.

Note: First Tier suppliers/customers will be those with whom the insured has entered into a written contract to procure or supply on the date of commencement of the policy or subsequently. Customers' customers or suppliers' suppliers are excluded from the scope of this extension.

5.3.4. 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.

5.3.5. ADDITIONAL INCREASE IN COST OF WORKING:

It is hereby agreed and declared that notwithstanding anything contained herein to the contrary, this coverage extends to cover costs and expenses necessarily and reasonably incurred during the indemnity period in consequence of the 'Damage' and not otherwise payable under Article 5.1.1.(ii) above 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.

Limit: 10% of Limit of Indemnity (BI Sum Insured / Loss Limit) subject to a maximum of Rs.25 Crores

5.3.6 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.

5.4. CONDITIONS APPLICABLE TO THIS SECTION:

5.4.1. ALTERNATIVE PREMISES:

If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the premises for the benefit of the Business either by the Insured or by others on the Insured's behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period.

5.4.2. PREMIUM ADJUSTMENT:

The premium hereunder is provisional and shall be calculated on the basis as shown in the Schedule of this policy.

At the expiry of this policy the Insured shall declare the Actual Gross Profit Earned during the Policy Period suitably adjusted to reflect the period of indemnity and in the event of this being less than the sum insured thereon a return of premium not exceeding 50 per cent of the premium paid for the Policy Period will be made in respect of the differences.

If any damage shall have occurred, giving rise to a claim under this Policy such premium adjustment shall be made in respect only of so much of the said difference as is not due to such damage.

5.4.3 ALTERNATIVE SETTLEMENTS:

It is agreed and declared that at the option of the Insured, the term "Output" may be substituted for the term "Turnover" and for the purposes of this Section of Policy "Output" shall mean the sale value of goods manufactured by the Insured in the course of the Business at the premises,

Provided that:

- i only one such meaning shall be operative in connection with any one occurrence involving damage (as herein defined)*
- ii. if the meaning set out above be adopted, Condition 5.4.1. shall stand to read as follows:*

A) Alternative premises:

If during the indemnity period, goods shall be manufactured elsewhere than at the premises for the benefit of the business either by the insured or by others on the insured's behalf, the sale value of such goods, as mentioned at Clause 1.4.2, shall be brought into account in arriving at the output during the indemnity period.

B) DEPARTMENTAL CLAUSE:

If the business be conducted in Departments, the independent trading results of, which are ascertainable, the provisions of clauses (i.) and (ii.) of Article 5.1.1 shall apply separately to each department affected by the damage.

C) DELAYED INDEMNITY PERIOD CLAUSE

In the event of an interruption to the business insured arising out of peril not excluded hereunder which commences and / or recommence at a date later of the loss or damage to the property insured hereunder which gives rise to such business interruption, insurer shall agree to extend the period during which indemnity is provided by this policy.

Provided always the insurers shall not be liable for more than the indemnity limits as stated in the schedule nor Maximum indemnity period as stated in schedule.

Under no circumstance shall insurers be liable for any loss under this policy if such interruption to the business insured commences later than 12 months after the date of the loss or damage to the property insured hereunder and which shall occur after the conclusion of the period commencing on the date of damage and ending not later than the date of conclusion of the maximum indemnity

period and 12 months thereafter.

D) NEW BUSINESS CLAUSE:

For the purpose of any claim arising from damage occurring before the completion of the first year's trading of the business at the premises, the terms "Rate of Gross Profit", Annual Output/ Turnover and "Standard Output/ Turnover" shall bear the following meanings and not as within stated:

<i>RATE OF GROSS PROFIT – The rate of</i>	<i>}</i>	<i>To which such adjustments shall be made as</i>
<i>Gross</i>	<i>}</i>	<i>may be necessary to provide for the trend of</i>
<i>Profit earned on the Output/ Turnover</i>	<i>}</i>	<i>the business and for variations in or special</i>
<i>during the period between the date of the</i>	<i>}</i>	<i>circumstances affecting the business either</i>
<i>commencement of the business and the</i>	<i>}</i>	<i>before or after the damage or which would</i>
<i>date of the damage.</i>	<i>}</i>	<i>have affected, the business had the damage</i>
<i>ANNUAL OUTPUT/ TURNOVER – The</i>	<i>}</i>	<i>not occurred so that the figures thus</i>
<i>proportional equivalent for a period of</i>	<i>}</i>	<i>adjusted shall represent as nearly as may be</i>
<i>twelve months or the Output/ Turnover</i>	<i>}</i>	<i>reasonably practicable the results which but</i>
<i>realised during the period between the</i>	<i>}</i>	<i>for the damage would have been obtained</i>
<i>commencement of the business and the</i>	<i>}</i>	<i>during the relative period after the damage.</i>
<i>date of the damage</i>	<i>}</i>	

<i>STANDARD OUTPUT/ TURNOVER – The</i>	<i>}</i>
<i>proportional equivalent for a period equal to</i>	<i>}</i>
<i>the indemnity period of the Output</i>	<i>}</i>
<i>/Turnover realised during the period</i>	<i>}</i>
<i>between the commencement of the</i>	<i>}</i>
<i>business and the date of damage.</i>	<i>}</i>

6: EXCLUSIONS APPLICABLE TO SECTION I & II (VIZ. AR, MI & BI SECTIONS).

UNLESS OTHERWISE EXPRESSLY AGREED, this Insurance does not cover any destruction or damage occasioned by or through or in consequence of, directly or indirectly, any of the following:

- i) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.*
- ii) Mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power.*
- iii) In any action suit or proceeding, where the Company alleges that by reason of provisions of this Condition any loss or damage is not covered by this insurance, the burden of providing that such loss or damage is covered shall be upon Insured.*
- iv) Confiscation, requisition, sequestration, nationalization or similar act.*
- v) Damage directly or indirectly caused by or arising from or in consequence of or contributed to by:*
 - A) Nuclear weapons material;*
 - B) Ionizing radiation's or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this Exclusion combustion shall include any self-sustaining process of nuclear*
- vi) Sabotage & Terrorism*
- vii) Cyber Attack*
- viii) Electronic Data Recognition Clause*

7. CONDITIONS APPLICABLE TO SECTION I(a), I(b) & II

7.1. MISDESCRIPTION:

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.

7.2. 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 by location 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.

7.3. 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.

7.4. CONTRIBUTION:

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

7.5. CLAIMS:

On the happening of any loss, destruction or damage, the Insured shall forthwith give written notice thereof to the Insurer by mail telex or facsimile 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 would be indemnifiable under BI Section of this policy) together with particulars of any consequential loss resulting therefrom;*
- ii. Particulars of all other insurance's 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, if required by the insurer, 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, and in the event of non-compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the Insurer forthwith.

iii. *The Insured may, within a period of 24 months after the Insurer's rejection of a claim initiate action or proceeding against them for the recovery of any claim provided this is in accordance with the Law of the Republic of India.*

7.6. DUE DILIGENCE:

The Insured shall at all times act with due diligence to prevent, or minimise the extent of, any - loss of or damage to the property insured.

7.7. REINSTATEMENT:

The Insurer may at their option reinstate or replace the property damaged or lost or any part thereof, instead of paying the amount of the loss or damage, but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Insurer be bound to expend more than the Sum Insured specified in the Schedule.

If the Insurer so elect to reinstate or replace any property, the Insured shall, at his own expense, furnish the Insurer with such plans, specifications, measurements, quantities and such other particulars as the Insurer may require, and no acts done, or caused to be done by the Insurer with a view to reinstatement or replacement shall be deemed an election by the Insurer to reinstate or replace.

7.8. PUBLIC AUTHORITIES:

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

Notwithstanding the foregoing this condition shall not be deemed to exclude cover granted by the Public Authorities Extension herein.

In the event the Insured shall elect to receive monetary settlement per BASIS OF INDEMNIFICATION, this general condition shall not be applicable.

7.9. 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 surrogated, 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.

7.10. DEDUCTIBLE:

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. In the event of a single indemnifiable loss or occurrence being insured under Section 1A and Section 1B only one deductible shall be applicable whichever is the lower. Also, deductibles are not applicable to clauses, which are offered on 'first loss basis'.

7.11 HIGHEST SINGLE DEDUCTIBLE

In the event of a single claim involving Material damage, Stock and Add-on-covers / Extensions under section AR and MI of the Policy in all the locations mentioned in the schedule, the highest single deductible will be applied.

7.12. RECOVERIES:

After expenses incurred in salvage or recovery are deducted, any salvage or recovery, except recovery through subrogation proceedings, shall accrue entirely to the benefit of the Insurer until the sum paid by the Insurer has been recovered, except for any amount assumed by the Insured (other than a deductible) over and above any payment made under this Policy.

Any recovery as a result of subrogation proceedings, after expenses incurred in such subrogation proceedings are deducted, shall accrue to the Insured in the proportion that the amount of the deductible bears to the amount of the entire loss.

7.13. NO CONTROL:

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

7.14. BANKRUPTCY:

In the event of bankruptcy or insolvency of the Insured, the Insurers shall not be relieved thereby of the obligations under this policy.

7.15. INTERIM PAYMENTS:

All liabilities being accepted and agreement reached as to the Loss adjuster's report, the insurer will make interim payment of the claim amount as approved by the loss adjuster, as per provisions of SLA.

7.16. BRANDS AND TRADEMARKS:

In the event of loss or damage by a peril insured against to property bearing a brand or trademark or which in any way carries or implies the guarantee or responsibility of the manufacturer or Insured, the salvage value of such damaged property shall be determined after removal in the customary manner of all such brands or trademarks or other identifying characteristics.

The Insured shall have full right to the possession of all goods involved in any loss under this policy and shall retain control of all damaged goods. The Insured, exercising reasonable discretion, shall be the sole judge as to whether the goods involved in any loss under this policy are fit for consumption and no goods so deemed by the Insured to be unfit for consumption shall be sold or otherwise disposed of except by the Insured or with the Insider's consent but the Insured shall allow Insurers any salvage obtained on the sale or other disposition of such goods.

7.17 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.

7.18 CANCELLATION:

This insurance may be terminated at any time at the request of the Insured 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 rateable proportion to the time the policy has remained in force.

7.19. CLAIMS CO-OPERATION CLAUSE:

In the event of any occurrence which might give rise to a claim under this policy the Insured shall notify the Insurer as soon as is reasonably practicable giving an indication as to the nature of circumstances and extent of loss or damage.

The insured shall take all steps within his power to minimize the extent of loss or damage preserve all the effected parts and make them available for inspection by the representative of the company/reinsurer/surveyor deputed by them and furnish with all information available in respect of such loss or losses.

In respect of loss or losses which may give rise to a claim, in excess of Rs 100 crores under this policy, both the Insurer and the reinsurer shall have the right to appoint adjusters assessors, surveyors and lawyers and to control all negotiation, adjustments and settlements in connection with such loss or losses the decision of anyone side of the company and the reinsurer on the said appointment or control is invalid unless it achieves the prior written consent or authorization of the other

7.20 CLAIM PREPARATION CLAUSE:

This Policy shall pay expenses incurred by the Insured or by the Insured's Representatives including Auditors, Accountants including forensic accountants, Appraisers, Umpires, Lawyers, Consultants, Architects, Engineers or other such professionals in order to arrive at the loss payable under this policy in the event of a claim. The policy extends to cover the cost necessarily and reasonably incurred for acquiring the reports from original equipment manufacturers or from any other agencies at the request of the surveyor/insurer to substantiate a claim. This provision does not insure expenses incurred for services of any public adjuster. Limit : Limit of liability under this extension is Rs.25,00,000/- EEL.

Excess : Any Claim under this extension would be subject to an Excess of 2.5% of the Claim Amount of Claim Preparation Cost.

7.21 NOMINATED LOSS ADJUSTER CLAUSE/DEPUTATION OF SURVEYOR

It is hereby noted and agreed that in the event of a loss, reported under the policy, surveyors/loss adjusters to be engaged individually or jointly by the insurer from the panel of surveyors/loss adjuster, mutually agreed between the insured and insurer, subject to the concurrence of Reinsurer.

7.22. SANCTIONS LIMITATION AND EXCLUSION CLAUSE: LMA 3100

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 provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

7.26 AGREED BANK CLAUSE

All policies in which a Bank/Financial Institution has interest shall be issued in the name of following Bank/Financial Institution and owner or mortgagor and shall contain a suitable clause to protect their interest:

Name of the Bank/Financial Institution

- 1. State Bank of India*
- 2. Union Bank of India*
- 3. Bank of Baroda (Erstwhile Vijaya Bank)*
- 4. Bank of Baroda (Erstwhile Dena Bank)*
- 5. Bank of India*
- 6. Punjab National Bank (Erstwhile Oriental Bank of Commerce).*

A specimen copy of the Clause is given hereunder. "It is hereby declared and agreed:-

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

ii. That the receipts of the Bank shall be complete discharge of the Company therefore and shall be binding on all the parties insured hereunder.

N.B: The Bank shall mean the first named Financial Institution/ Bank named in the policy.

iii. 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 Bank.

iv. 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 Bank shall be valid and binding on all parties insured hereunder but not so as to impair rights of the Bank to recover the full amount of any claim it may have on other parties insured hereunder.

v. That this insurance so far only as it relates to the interest of the Bank 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 Bank or its duly authorised agents or servants and this insurance shall not be invalidated by any act or omission on the part of 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 Bank provided always that the Bank shall notify the Company of any change of ownership or alterations or increase of hazards 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

vi. It is further agreed that whenever the Company shall pay the Bank 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 Bank to the extent of such payments but not so as to impair the right of the Bank 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.

7.27*Insurance policies shall also include SBI CAP Trustee Company Limited, 610, 6th Floor, Ansal Bhawan Kasturba Gandhi Marg, New Delhi – 110001 as Security Trustee.*

STANDALONE TERRORISM INSURANCE POLICY**Section 1 Material Damage::****1. INSURING CLAUSE**

Subject to the exclusions, limits and conditions hereinafter contained, this Insurance insures property as stated in the Schedule attaching to and forming part of this Policy (hereinafter referred to as the "Schedule") against physical loss or physical damage occurring during the period of this Policy caused by an Act of Terrorism or Sabotage, as herein defined.

For the purpose of this Insurance, an Act of Terrorism means an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

For the purpose of this Insurance, an act of sabotage means a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

1.1 LOSSES EXCLUDED

This Policy does not insure against:

- 1.1.1.** *Loss or damage arising directly or indirectly from nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination may have been caused.*
- 1.1.2.** *Loss or damage occasioned directly or indirectly by war, invasion or warlike operations (whether war be declared or not), hostile acts of sovereign or local government entities, civil war, rebellion, revolution, insurrection, martial law, usurpation of power, or civil commotion assuming the proportions of or amounting to an uprising.*
- 1.1.3.** *Loss by seizure or legal or illegal occupation unless physical loss or damage is caused directly by an Act of Terrorism or an Act of Sabotage.*
- 1.1.4.** *Loss or damage caused by confiscation, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority which deprives the Insured of the use or value of its property, nor for loss or damage arising from acts of contraband or illegal transportation or illegal trade.*
- 1.1.5.** *Loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment.*
- 1.1.6.** *Loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind.*
- 1.1.7.** *Loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind.*
- 1.1.8.** *Any fine or penalty or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person.*
- 1.1.9.** *Loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon.*

This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) 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.

- 1.1.10. Loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, riots or civil commotion.*
- 1.1.11. Loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder.*
- 1.1.12. Loss or damage caused by measures taken to prevent, suppress or control actual or potential terrorism or sabotage unless agreed by Underwriters in writing prior to such measures being taken.*
- 1.1.13. Any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working.*
- 1.1.14. Loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service.*
- 1.1.15. Loss or increased cost as a result of threat or hoax.*
- 1.1.16. Loss or damage caused by or arising out of burglary, house - breaking, looting, theft or larceny.*
- 1.1.17. Loss or damage caused by mysterious disappearance or unexplained loss.*
- 1.1.18. Loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other microorganism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.*

1.2 PROPERTY EXCLUDED

Unless otherwise expressly agreed, This Policy does not cover physical loss or physical damage to:

- 1.2.1 Land or land values.*
- 1.2.2 Power transmission, feeder lines or pipelines not on the Insured's premises.*
- 1.2.3 Any building or structure, or property contained therein, while such building or structure is vacant or unoccupied or inoperative for more than thirty days, unless the property is intended to be unoccupied in its normal operations.*
- 1.2.4 Aircraft or any other aerial device, or watercraft.*
- 1.2.5 Any land conveyance, including vehicles, locomotives or rolling stock, unless such land conveyance is declared hereon and solely whilst located at the property insured herein at the time of its damage.*
- 1.2.6 Animals, plants and living things of all types.*
- 1.2.7 Property in transit not on the Insured's premises.*

1.3 CONDITIONS

1.3.1 JOINT INSURED

The Underwriters' total liability for any loss or losses sustained by any one or more of the Insureds under this Insurance will not exceed the sum insured shown in the Schedule. The Underwriters shall have no liability in excess of the sum insured whether such amounts consist of insured losses sustained by all of the Insureds or any one or more of the Insureds.

1.3.2. OTHER INSURANCE

This Policy shall be excess of any other insurance available to the Insured covering a loss covered hereunder except such other insurance which is written specifically as excess insurance over this Policy. When this Policy is written specifically in excess of other insurance covering the peril insured hereunder, this Policy shall not apply until such time as the amount of the underlying insurance, (whether collectible or not), has been exhausted by loss and damage covered by this Policy in excess of the deductible with respect to each and every covered loss.

1.3.3. SITUATION

This Policy insures property located at the addresses stated in the Schedule.

1.3.4. SUM INSURED

The Underwriters hereon shall not be liable for more than the sum insured stated in the Schedule in respect of each occurrence and in the Policy aggregate.

1.3.5. DEDUCTIBLE

Each occurrence shall be adjusted separately and from each such amount the sum stated in the Schedule shall be deducted.

1.3.6. OCCURRENCE

The term "Occurrence" shall mean any one loss and/or series of losses arising out of and directly occasioned by one Act or series of Acts of Terrorism or Sabotage for the same purpose or cause. The duration and extent of any one "Occurrence" shall be limited to all losses sustained by the Insured at the property insured herein during any period of 72 consecutive hours arising out of the same purpose or cause. However no such period of 72 consecutive hours may extend beyond the expiration of this Policy unless the Insured shall first sustain direct physical damage by an Act of Terrorism or an Act of Sabotage prior to expiration and within said period of 72 consecutive hours nor shall any period of 72 consecutive hours commence prior to the attachment of this Policy.

1.3.7. DEBRIS REMOVAL

This Policy also covers, within the sum insured, expenses incurred in the removal from the insured location of debris of property stated in the Schedule damaged by an Act of Terrorism or an Act of Sabotage.

The cost of removal of debris shall not be considered in determination of the valuation of the property covered.

1.3.8. DUE DILIGENCE

The Insured (or any of the Insured's agents, sub or co-contractors) must use due diligence and do (and concur in doing and permit to be done) everything reasonably practicable, including but not limited to taking precautions to protect or remove the insured property, to avoid or diminish any loss herein insured and to secure compensation for any such loss including action against other parties to enforce any rights and remedies or to obtain relief or indemnity.

1.3.9. PROTECTION MAINTENANCE

It is agreed that any protection provided for the safety of the property insured shall be maintained in good order throughout the currency of this Policy and shall be in use at all relevant times, and that such protection shall not be withdrawn or varied to the detriment of the interests of the Underwriters without their consent.

1.3.10. VALUATION

It is understood that, in the event of damage, settlement shall be based upon the cost of repairing, replacing or reinstating (whichever is the least) property on the same site, or nearest available site (whichever incurs the least cost) with material of like kind and quality without deduction for depreciation, subject to the following provisions:

The repairs, replacement or reinstatement (all hereinafter referred to as “replacement”) must be executed with due diligence and dispatch;

Until replacement has been effected the amount of liability under this Policy in respect of loss shall be limited to the actual cash value at the time of loss;

If replacement with material of like kind and quality is restricted or prohibited by any by-laws, ordinance or law, any increased cost of replacement due thereto shall not be covered by this Policy.

The Underwriters’ liability for loss under this Policy shall not exceed the smallest of the following amounts:

The Policy limit applicable to the destroyed or damaged property,

The replacement cost of the property or any part thereof which was intended for the same occupancy and use, as calculated at the time of the loss,

The amount actually and necessarily expended in replacing said property or any part thereof.

The Underwriters will normally expect the Insured to carry out repair or replacement of the insured property, but if the Insured and the Underwriters agree that it is not practicable or reasonable to do this, the Underwriters will pay the Insured an amount based on the repair or replacement costs, less an allowance for fees and associated costs which are not otherwise incurred. The Underwriters will only pay the Insured up to the Sum Insured shown in the Schedule.

1.3.11. INCORRECT DECLARATION PENALTY

If the values declared as stated in the Schedule are less than the correct insured values as determined above, then any recovery otherwise due hereunder shall be reduced in the same proportion that the values declared bear to the values that should have been declared, and the Insured shall co-insure for the balance.

1.3.12. NOTIFICATION OF CLAIMS

The Insured, upon knowledge of any occurrence likely to give rise to a claim hereunder, shall give written advice as soon as reasonably practicable to the Underwriters and within seven (7) days of such knowledge of any occurrence and it is a condition precedent to the liability of Underwriters that such notification is given by the Insured as provided for by this Policy.

If the Insured makes a claim under this Insurance he must give the Underwriters such relevant information and evidence as may reasonably be required and co-operate fully in the investigation or adjustment of any claim. If required by the Underwriters, the Insured must submit to examination under oath by any person designated by the Underwriters.

1.3.13. PROOF OF LOSS

The Insured shall render a signed and sworn proof of loss within sixty (60) days after the occurrence of a loss (unless such period be extended by Underwriters) stating the time, place and cause of loss, the interest of the Insured and all others in the property, the sound value thereof and the amount of loss or damage thereto.

If the Underwriters have not received such proof of loss within two years of the expiry date of this Policy,

they shall be discharged from all liability hereunder.

In any claim and/or action, suit or proceeding to enforce a claim for loss under this Policy, the burden of proving that the loss is recoverable under this Policy and that no limitation or exclusion of this Policy applies and the quantum of loss shall fall upon the Insured.

1.3.14. SUBROGATION

Any release from liability entered into in writing by the Insured prior to loss hereunder shall not affect this Policy or the right of the Insured to recover hereunder. The right of subrogation against any of the Insured's subsidiary or affiliated companies or any other companies associated with the Insured through ownership or management is waived;

In the event of any payment under this Policy, the Underwriters shall be subrogated to the extent of such payment to all the Insured's right of recovery therefor. The Insured shall execute all papers required, shall cooperate with Underwriters and, upon the Underwriters' request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, attaining the attendance of witnesses and in the conduct of suits and shall do anything that may be necessary to secure such right. The Underwriters will act in concert with all other interests concerned (including the Insured) in the exercise of such rights of recovery. If any amount is recovered as a result of such proceedings, such amount shall be distributed in the following priorities:

- (i) Any interest, (including the Insured's), exclusive of any deductible or self insured retention, suffering a loss of the type covered by this Policy and in excess of the coverage under this Policy shall be reimbursed up to the amount of such loss (excluding the amount of the deductible);*
- (ii) Out of the balance remaining, the Underwriters shall be reimbursed to the extent of payment under this Policy;*
- (iii) The remaining balance, if any, shall inure to the benefit of the Insured, or any insurer providing insurance primary to this Policy, with respect to the amount of such primary insurance, deductible, self insured retention, and/or loss of a type not covered by this Policy.*

The expense of all proceedings necessary to the recovery of any such amount shall be apportioned between the interests concerned, including that of the Insured, in the ratio of their respective recoveries as finally settled. If there should be no recovery and proceedings are instituted solely on the initiative of Underwriters, the expense thereof shall be borne by the Underwriters.

1.3.15. SALVAGE AND RECOVERIES

All salvages, recoveries and payments recovered or received subsequent to a loss settlement under this Policy shall be applied as if recovered or received prior to the said settlement and all necessary adjustments shall be made by the parties hereto.

1.3.16. FALSE OR FRAUDULENT CLAIMS

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

1.3.17. MISREPRESENTATION

If the Insured has concealed or misrepresented any material fact or circumstance relating to this Insurance, this Insurance shall become void.

1.3.18. ABANDONMENT

There shall be no abandonment to the Underwriters of any property.

1.3.19. INSPECTION AND AUDIT

The Underwriters or their agents shall be permitted but not obligated to inspect the Insured's property at any time.

Neither the Underwriters' right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Insured or others, to determine or warrant that such property is safe.

The Underwriters may examine and audit the Insured's books and records at any time up to two years after the final termination of this Policy, as far as they relate to the subject matter of this Insurance.

1.3.20. ASSIGNMENT

Assignment or transfer of this Policy shall not be valid except with the prior written consent of the Underwriters.

1.3.21. RIGHTS OF THIRD PARTIES EXCLUSION

This Policy is effected solely between the Insured and the Underwriters.

This Policy shall not confer any benefits on any third parties, including shareholders, and no such third party may enforce any term of this Policy.

This clause shall not affect the rights of the Insured.

1.3.22. CANCELLATION

This Policy shall be non-cancellable by the Underwriters or the Insured except in the event of non-payment of premium where the Underwriters may cancel the Policy at their discretion.

In the event of non-payment of premium this Policy may be cancelled by or on behalf of the Underwriters by delivery to the Insured or by mailing to the Insured by registered, certified, or other first class mail, at the Insured's address as shown in this Policy, written notice stating when, not less than fifteen (15) days thereafter, the cancellation shall be effective. The mailing of such notice shall be sufficient proof of notice and this Policy shall terminate at the date and hour specified in such notice.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

1.3.23. SEVERAL LIABILITY

The Underwriters' obligations under this Policy are several and not joint and are limited solely to their individual subscriptions. The Underwriters are not responsible for the subscription of any co-subscribing Underwriter who for any reason does not satisfy all or part of its obligations.

1.3.24. LEGAL ACTION AGAINST UNDERWRITERS

No one may bring a legal action against Underwriters unless:

The action is brought within two (2) years after the expiry or cancellation of this Policy.

1.3.25. MATERIAL CHANGES

The Insured shall notify the Underwriters of any change of circumstances which would materially affect this Insurance.

1.3.26. EXPERTS FEES

This Insurance includes, within the sum insured, the necessary and reasonable fees of architects, surveyors, consulting engineers and other professional experts which are incurred in reinstating or repairing the insured property following damage insured under this Policy.

1.3.27. NON-USA LEGAL SERVICE

Any summons, notice or process to be served upon the Underwriters for the purpose of instituting any legal proceedings against them in connection with this insurance may be served upon (name of the insurer) who have authority to accept service on their behalf.

1.4 EXTENSIONS APPLICABLE TO ABOVE SECTION

1.4.1 ESCALATION CLAUSE

It is hereby declared and agreed that the insurer shall provide for escalation of total insured value under items of section I of the schedule attached to the policy upto 105% of the original site value at the time of a claim without additional premium. The basis of claim settlement shall be the original site value of effected materials plus increase in cost of replacement, if any, provided that the increase in the value of such materials does not exceed 105% of the original site value. Escalation of cost of materials shall only apply at the time of a claim in regards to reinstating or replacing materials on the same site, or nearest available site (whichever incurs the least cost) with material of like kind and quality without deduction of depreciation.

It is also hereby declared and agreed that in the event of a claim the insured would be considered as fully insured upto the sum insured inclusive of 105% increase as per selected escalation and under insurance would apply in the event of the cost of replacement of the effected material exceeding the original value of selected 105% towards escalation.

Limit : Upto 5% of Total Sum Insured (excluding stocks & stock-in-process)

1.4.2 INADVERTENT OMISSION/ OMISSION TO INSURE ADDITIONS ALTERATIONS OR EXTENSIONS

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, upto a limit of INR 100,000,000 EEL and INR 200,000,000 in aggregate Loss provided that such property is declared to insurer immediately upon discovery of omission but not later than 60 days after the policy expiry. No refund of premium would be allowed under this cover.

Limit – Upto Rs. 10 Crs. EEL and Rs 20 Crs in aggregate Loss

1.4.3. DEMOLITION & DEBRIS REMOVAL (EXCLUDING FOREIGN DEBRIS)

It is further agreed that this Policy includes the cost and expenses of clearing debris(excluding foreign 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

Limit: Rs.20.00 Crs.EEL excluding Foreign Debris

1.4.4 PROFESSIONAL FEES/Architects' Surveyors & Consulting Engineers' 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.

Limit: 5% of the Claim amount subject to Rs.5.00 Crs. EEL

1.4.5 ADDITIONAL CUSTOM DUTY

It is hereby declared and agreed that the insured shall be indemnified during the currency of this policy, towards the additional Custom Duty amount of INR 5 crores for e.e.l which may be incurred by the Insured over and above the Custom Duty amount taken into account in arriving at the Sum Insured of the affected item.

Limit : Rs. 5.00 Crs. EEL

1.4.6 Third Party Liability (as per T3L wording) ::

In consideration of the payment of the premium set out in Item 5 of the Declarations Underwriters agree subject to the insuring agreements, conditions, exclusions, definitions and declarations contained in this policy, to indemnify the Insured in respect of their operations, for their Ultimate Net Loss by reason of the liability imposed upon the insured by law for monetary damages in respect of:

- (a) claims first made against the Insured during the policy period set out in Item 4 of the Declarations; or*
- (b) claims or circumstances likely to give rise to a claim insured hereunder that are reported in writing to Underwriters within 90 days after the expiry of this policy provided always that such claims arise out of an Occurrence as defined herein that takes place during the policy period, for Bodily Injury and/or Property Damage resulting solely and directly from an Act or acts of Terrorism as defined herein.*

Limit : Rs. 1.00 cr EEL

EXCLUSIONS

This policy does not apply to any actual or alleged liability for:-

- 1. Loss, injury or damage arising directly or indirectly from nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination may have been caused.*
- 2. Loss, injury or damage occasioned directly or indirectly by war, invasion or warlike operations (whether war be declared or not), hostile acts of sovereign or government entities, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or martial law or confiscation by order of any Government or public authority.*

3. *Loss by seizure or illegal occupation unless caused directly by an Act of Terrorism.*
4. *Loss, injury or damage caused by confiscation, requisition, detention, legal occupation, embargo, quarantine, or any result of any order of public or government authority which deprives the Insured of the use or value of its property, nor for loss or damage arising from acts of contraband or illegal transportation or illegal trade.*
5. *Loss, injury or damage directly or indirectly arising from or in consequence of the discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant of toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment or loss, injury or damage directly or indirectly arising from chemical or biological release or exposure of any kind,*

However, notwithstanding the above and subject to all other terms, conditions and exclusions of this policy, coverage shall be given for damages on account of Bodily Injury and/or Property Damage, and for the costs of cleaning up pollutants or contaminants, arising out of an Occurrence as defined herein in respect of a discharge of pollutants or contaminants immediately, solely and directly caused by an Act of Terrorism, and only where the pollutants or contaminants were present at the location of an Act of Terrorism prior to such act.

6. *Loss, injury or damage by attacks by electronic means including computer hacking or the introduction of any form of computer virus.*
7. *Loss, injury or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, riots or civil commotion unless caused directly by an Act of Terrorism.*
8. *Loss, injury or damage resulting from delay or loss of markets, failure to supply goods or services, or failure to perform however caused or arising, and despite any preceding loss insured hereunder.*
9. *Loss or damage caused by cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies, telecommunications or service of any type.*
10. *Loss or increased cost as a result of threat or hoax, in the absence of physical damage due to an Act of Terrorism.*
11. *Bodily Injury to employees or contract workers of the Assured or arising under any workers' compensation, unemployment compensation or disability laws, statutes, or regulations;*
12. *Bodily Injury or Property Damage arising out of discrimination or humiliation;*
13. *Loss or damage to property*
 - (a) owned, leased, rented or occupied by the Insured;*
 - (b) in the care, custody or control of the Insured;*
14. *For fines, penalties, punitive damages, exemplary damages, or any additional damages resulting from the multiplication of compensatory damages;*
15. *Mental injury, anguish or shock where no Bodily Injury has occurred to the claimant;*
16. *For Bodily Injury and/or Property Damage directly or indirectly relating to the actual, alleged or threatened presence of asbestos in any form;*
17. *For any claims or circumstances disclosed on the Application for this insurance.*

Nothing contained in the above exclusions shall extend this policy to cover any liability which would not have been covered had these exclusions not been incorporated herein.

LIMITS

1 LIMITS OF LIABILITY

Underwriters shall only be liable for Ultimate Net Loss, as set out in Item 2 of the Declarations, any one Occurrence and in the aggregate in excess of the underlying amount and/or the each Occurrence Retention set out in Item 3 of the Declarations.

Regardless of the number of Occurrences or claims made against the Insured or multiple Insureds, Underwriters' total limits of liability shall not exceed the amount of Ultimate Net Loss in the aggregate as set forth in Item 2 of the Declarations. Such limits include Defence Expenses.

2 UNDERLYING AMOUNT/EACH OCCURRENCE RETENTION

Only that part of any payment constituting Ultimate Net Loss shall deplete the underlying amount and/or the each Occurrence Retention set out in Item 3 of the Declarations. Regardless of the number of claims made against the Insured, where the underlying amount is in respect of each Occurrence, the Insured shall always be liable for either the underlying amount or the each Occurrence Retention, whichever is the greater, in respect of each and every Occurrence.

Regardless of the number of claims made against the Insured, where the underlying amount is in the aggregate, the Insured shall always be liable for the remaining underlying amount and/or the each Occurrence Retention.

The each Occurrence Retention shall be subject to no aggregate limitation regardless of the number of Occurrences or claims made against the Insured.

CONDITIONS

This policy is subject to the following conditions:-

1 INSOLVENCY

The insolvency, bankruptcy, receivership or any refusal or inability to pay of the Insured and/or any insurer and/or any Underwriter shall not operate to:-

- (a) deplete the underlying amount(s) and/or each Occurrence Retention set out in Item 3 of the Declarations;*
- (b) increase Underwriter's liability under this policy;*
- (c) increase any Underwriter's share of liability under this policy.*

In no event shall any Underwriter of this policy assume the responsibilities and/or obligations of the Insured and/or any insurer and/or any Underwriter.

2 OTHER INSURANCE

Where the Insured is, irrespective of this policy, entitled to be indemnified in whole or in part by any other insurance in respect of any damages which would otherwise have been indemnifiable in whole or in part by the Underwriters of this policy, there shall be no contribution or participation by the Underwriters of this policy on the basis of any deficiency, concurrent or double insurance for such damages or that part of such damages for which the Insured is entitled to be indemnified by such other insurance. This condition will apply whether or not the Insured is actually indemnified by such other

insurance.

3 NOTICE OF CLAIM

As a condition precedent to coverage under this policy, immediate written notice must be given to Underwriters of any claim or circumstance that, alone or in combination with any other claims or circumstances, may give rise to liability.

For the purpose of this Condition 3 the Insured will notify Underwriters of any claim covered hereunder, or circumstances likely to give rise to a claim that would be covered hereunder, for which the Insured is alleged to be liable without regard to the amount of damages claimed.

4 PROTECTION MAINTENANCE

The Insured warrants that any protections and safeguards provided for the protection of persons and/or property shall be maintained in good order throughout the currency of this policy and shall be in use at all relevant times, and that such protection shall not be withdrawn or varied without the consent of the Underwriters .

5 PREVENTION OF FURTHER CLAIMS

As soon as the Insured becomes aware of an Occurrence or receives a claim, the Insured shall promptly, and at its own expense, take all reasonable steps to prevent further Bodily Injury and/or Property Damage resulting from the same Occurrence or conditions which may give rise to a similar Occurrence.

6 ATTACHMENT OF LIABILITY

Liability to pay under this policy shall not attach unless and until the Insured has, with Underwriters' prior written consent, paid an amount of Ultimate Net Loss which exceeds the underlying amount and/or the each Occurrence Retention set out in Item 3 of the Declarations.

7 DEFENCE

Underwriters shall not be called upon to assume the handling or control of the defence or settlement of any claim made against the Insured but Underwriters shall have the right, but not the duty, to participate with the Insured in the defence or settlement of any claim which may be indemnifiable in whole or in part by this policy.

Underwriters will indemnify the Insured for their several shares of any Defence Expenses incurred after exhaustion of the underlying amount or each Occurrence Retention, whichever is the greater, provided the prior written consent of Underwriters is obtained before those Defence Expenses are incurred and subject to Underwriters' limits of liability set out Item 2 of the Declarations.

The Insured shall not admit liability for or settle any claim which may be indemnifiable in whole or in part by this policy without Underwriters written consent.

8 APPEALS

In the event the Insured elects not to appeal, a judgement which may, in whole or in part, involve indemnity under this policy, Underwriters may, following discussion with the Insured, elect to make such appeal at their own cost and expense and shall be liable for the taxable costs and disbursements and any additional interest incidental to such appeal; but in no event shall the liability of Underwriters exceed the relevant limits of liability set out in Item 2 of the Declarations plus such cost, expense, costs, disbursements and interest.

9 APPORTIONMENT OF DEFENCE EXPENSES

Whenever any written demand received by the Insured for damages is finally resolved by a payment by the Insured which, regardless of the amount thereof, is only covered in part by this policy, then the percentage of any Defence Expenses that can be included in the Ultimate Net Loss recoverable hereunder shall be calculated by dividing that part of such payment which is covered by this policy, by the total amount paid by the Insured.

10 LOSS PAYABLE

Any amount for which Underwriters are liable under this policy shall be due and payable solely to the Insured within 30 days.

11 SUBROGATION

Where an amount is paid by Underwriters under this policy, the Insured's rights of recovery against any other person or entity in respect of such amount shall be exclusively subrogated to Underwriters. At Underwriters' request the Insured will assist, co-operate and lend its name to the exercise of Underwriters' rights of subrogation. The Insured is hereby authorised to waive any rights of recovery in relation to any other party, provided such waiver is given in writing prior to the relevant Occurrence, subject to prior agreement by Underwriters.

12 APPLICATION OF RECOVERIES

All recoveries or payments recovered or received subsequent to a payment by Underwriters under this policy, after deduction of all recovery expenses, shall be applied on a "top down" basis such that the last amount paid out in settlement of a loss shall be reimbursed first and all necessary adjustments shall then be made between the Insured and Underwriters, notwithstanding any rule or precedent to the contrary.

13 WAIVER OR CHANGE

Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this policy or stop Underwriters from asserting any right under this policy; nor shall any part of this policy be waived or changed, except by endorsement issued to form a part hereof, signed by Underwriters.

14 INSPECTION AND INVESTIGATION

Underwriters shall be permitted but not obligated to inspect the Insured's property and operations at any reasonable time. Neither Underwriters' right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the Insured or others, to determine or warrant that such property or operations are adequate or safe.

In addition to the notice requirements in this policy, on request by Underwriters, the Insured will provide full details of all Occurrences or claims which could deplete the underlying amount, deplete the each Occurrence Retention or ultimately give rise to indemnity under this policy.

The Insured will co-operate fully with Underwriters should Underwriters decide to investigate any such Occurrence or claim. Underwriters may examine and audit the Insured's books and records at any time during normal working hours, as far as they relate to the subject matter of this policy.

15 CROSS LIABILITY

In the event of claims being made by reason of Bodily Injury suffered by any employee of one Insured which does not arise out of the injured employee's employment, for which another Insured is liable, then this policy shall cover the Insured against whom such claim is made in the same manner as if separate policies had been issued to each Insured.

Nothing contained in this Condition 20 shall operate to increase Underwriters' limits of liability set out in Item 2 of the Declarations.

16 ONUS OF PROOF

In any arbitration or other proceeding to enforce a claim for loss under this policy, the burden of proving that the loss is recoverable under this policy and that no limitation or exclusion of this policy applies and the quantum of loss shall fall upon the Insured.

DEFINITIONS

This policy is subject to the following definitions:-

1 TERRORISM

For the purpose of this Insurance, an Act of Terrorism means an act, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

2 BODILY INJURY

The words "Bodily Injury", wherever used in this policy, shall mean all physical injury to a third party human being including death, sickness, disease or disability and all mental injury, anguish or shock to such human being resulting from such physical injury,

3 CLAIM

The word "claim", wherever used in this policy, shall mean that part of each written demand received by the Insured for monetary damages covered by this policy, including the service of suit or institution of arbitration proceedings. The term "claim" shall not include a demand for an injunction or any other non-monetary relief.

4 DEFENCE EXPENSES

The words "Defence Expenses", wherever used in this policy, shall mean investigation, adjustment, appraisal, defence and appeal costs and expenses and pre and post judgement interest, paid or incurred by or on behalf of the Insured.

The salaries, expenses or administrative costs of the Insured or its employees or any insurer shall not be included within the meaning of Defence Expenses.

5 PROPERTY DAMAGE

The words "Property Damage", wherever used in this policy, shall mean physical loss of, physical damage to or physical destruction of tangible property of a third party, including loss of use of the tangible property so lost, damaged or destroyed and/or removal of debris from third party property.

6 ULTIMATE NET LOSS

The words “Ultimate Net Loss”, wherever used in this policy, shall mean the amount the Insured is obligated to pay, by judgement or settlement, as damages resulting from a claim, including Defence Expenses in respect of such claim arising out of one Occurrence.

7 OCCURRENCE

The term “Occurrence” shall mean any one loss and/or series of losses arising out of and directly occasioned by one Act or series of related Acts of Terrorism for the same purpose or cause. The duration and extent of any one “Occurrence” shall be limited to all losses directly occasioned by one Act or series of Acts of Terrorism arising out of the same purpose or cause during any period of 72 consecutive hours commencing at the time of the first such act and within a radius of ten (10) miles of the location of the first such Act of Terrorism.

However for the purposes of this policy no period of 72 consecutive hours shall commence prior to the attachment of this policy.

SECTION – II BUSINESS INTERRUPTION EXTENSION

2. INSURING CLAUSE

In consideration of the premium paid, and subject to the EXCLUSIONS, CONDITIONS AND LIMITATIONS of the Policy to which this Extension is attached, and also to the FOLLOWING ADDITIONAL CONDITIONS, EXCLUSIONS AND LIMITATIONS, this Policy is extended to cover loss resulting from necessary Interruption of Business caused by Direct Physical Loss or Damage, as covered by the Policy to which this Extension is attached, to the Property Insured.

In the event of such Direct Physical Loss or Damage, the Underwriters shall be liable for the actual loss sustained by the Insured resulting directly from such necessary Interruption of Business, but not exceeding the reduction in Gross Earnings, as defined hereafter, less charges and expenses which are not necessary during the Interruption of Business, for a period not to exceed the lesser of:

- (a) such length of time as would be required, with the exercise of due diligence and dispatch, to repair, rebuild or replace such part of the property as has been destroyed or damaged,*

or

- (b) Twelve (12) calendar months,*

commencing with the date of such Direct Physical Loss or Damage and not limited by the expiration of this Policy.

Due consideration shall be given to the continuation of normal charges and expenses, including payroll expenses, to the extent necessary to resume operations of the Insured with the same operational capability as existed immediately before the loss.

2.1 CONDITIONS

2.1.1 Direct Loss or Damage

No claim shall be payable under this Extension unless and until a claim has been paid, or liability admitted, in respect of Direct Physical Loss or Damage to Property Insured under the Policy to which this Extension is attached and which gave rise to Interruption of Business.

This Condition shall not apply if no such payment shall have been made, or liability admitted, solely owing to the operation of a Deductible in said Policy which excludes liability for losses below a specified amount.

2.1.2. Values Declared (and Incorrect Declaration Penalty)

The premium for this Extension has been based on a statement of individual values declared to and agreed by the Underwriters at the inception of the Policy and stated in the Schedule.

If any of the individual values declared are less than the equivalent amount of the Co-insurance percentage, as stated in the Schedule, of the Interruption of Business values, then any recovery otherwise due hereunder shall be reduced in the same proportion that the individual value(s) declared bear to the value(s) that should have been declared and the Insured shall co-insure for the balance.

2.1.3 Resumption of Operations

If the Insured could reduce the loss resulting from the Interruption of Business,

(a) by complete or partial resumption of operation of the property, and/or

(b) by making use of Merchandise, Stock (Raw, In Process or Finished), or any other property at the Insured's locations or elsewhere, and/or

(c) by using or increasing operations elsewhere,

then such possible reduction shall be taken into account in arriving at the amount of loss hereunder.

2.1.4 Expenses to reduce Loss

This Extension also covers such expenses as are necessarily incurred for the purpose of reducing loss under this Extension (except expenses incurred to extinguish a fire), and, in respect of manufacturing risks, such expense, in excess of Normal, as would necessarily be incurred in replacing any Finished Stock used by the Insured to reduce loss under this Extension; but in no event to exceed the amount by which loss under this Extension is thereby reduced. Such expenses shall not be subject to the application of any contribution clause.

2.3 EXCLUSIONS

This Extension does not insure against:

- 1. increase in loss resulting from interference at the insured premises, by strikers or other persons, with rebuilding, repairing or replacing the property or with the resumption or continuation of operation;*
- 2. increase in loss caused by the suspension, lapse, or cancellation of any lease, licence, contract, or order, unless such results directly from the insured Interruption of Business, and then Underwriters shall be liable for only such loss as affects the Insured's earnings during, and limited to, the period of indemnity covered under this Policy;*
- 3. increase in loss caused by the enforcement of any ordinance or law regulating the use, reconstruction, repair or demolition of any property insured hereunder;*
- 4. loss of market or any other consequential loss.*

2.4. LIMITATIONS

2.4.1 The Underwriters shall not be liable for more than the smaller of either:

- (a) any specific Business Interruption Sum Insured stated in the Schedule, or*
- (b) the Sum Insured stated in the Schedule, where such includes Business Interruption, if such is a combined limit, in respect of such loss, regardless of the number of locations suffering an interruption of business as a result of any one occurrence.*

2.4.2. With respect to loss resulting from damage to or destruction of media for, or programming records pertaining to, electronic data processing or electronically controlled equipment, by the perils insured against, the length of time for which the Underwriters shall be liable hereunder shall not exceed:

- (a) thirty (30) consecutive calendar days or the time required with exercise of due diligence and dispatch to reproduce the data thereon from duplicates or from originals of the previous generation, whichever is less; or,*
- (b) the length of time that would be required to rebuild, repair or replace such other property herein described as has been damaged or destroyed, but not exceeding eighteen (18) calendar months, whichever is the greater length of time.*

2.5 DEFINITIONS

2.5.1. Gross Earnings are for the assessment of premium and for adjustment in the event of loss defined as,

The sum of:

- (a) total net sales value of production or sales of Merchandise, and*
- (b) other earnings derived from the operations of the business,*
less the cost of
- (c) Raw Stock from which production is derived,*
- (d) supplies consisting of materials consumed directly in the conversion of such Raw Stock into Finished Stock, or in supplying the services sold by the Insured,*
- (e) Merchandise sold including packaging materials therefor,*
- (f) materials and supplies consumed directly in supplying the service(s) sold by the Insured,*
- (g) service(s) purchased from outsiders (not employees of the Insured) for resale which do not continue under contract,*
- (h) the difference between the cost of production and the net selling price of Finished Stock, as defined under clause 1.4.2, which has been sold but not delivered.*

No other costs shall be deducted in determining Gross Earnings.

In determining Gross Earnings due consideration shall be given to the experience of the business before the date of loss or damage and the probable experience thereafter had loss not occurred.

2.5.2. Raw Stock

Material in the state in which the Insured receives it for conversion into Finished Stock.

2.5.3. *Stock in Process*

Raw Stock which has undergone any ageing, seasoning, mechanical or other process of manufacture at the Insured's premises but which has not become Finished Stock.

2.5.4. *Finished Stock*

Stock manufactured by the Insured which in the ordinary course of the Insured's business is ready for packing, shipment or sale.

2.5.5. *Merchandise*

Goods kept for sale by the Insured which are not the product of manufacturing operations conducted by the Insured.

2.5.6. *Normal*

The condition that would have existed had no loss occurred.

2.6 EXTENSIONS APPLICABLE TO ABOVE SECTION

2.6.1 DEPARTMENTAL CLAUSE

*If the business be conducted in Departments, the independent trading results of which are ascertainable the provisions of provisos i.e. loss of gross profit in respect of
i) reduction in turnover ii) increase in cost of Working shall apply separately to each Department affected by the Damage.*

2.6.2 INTERDEPENDENCY

This Policy is extended to cover losses arising from business interruption sustained by the Insured as a result of an insured loss having been incurred at another Insured location as specified in the schedule.

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 _____ 2020 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.

e) 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*

ii) Action by the insurer:

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

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.

ii 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.*

iii 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.*

ix. 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.*

x. 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.*

xi. 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

x. 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

ii. 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.

ii 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.

iv. Governing Law and Jurisdiction

This agreement shall be governed by Indian law.

d. Panel of Surveyors:

- 1. Proclaim Insurance Surveyors and Loss Assessors Private Limited*
- 2. Bhatwadekar Insurance Surveyors & Loss Assessors Pvt Ltd.*
- 3. Protocol Insurance Surveyors & Loss Assessors Pvt. Ltd.*
- 4. R.L. Agarwal Insurance Surveyor & Loss Assessors Pvt. Ltd.*
- 5. SIB & Associates.*
- 6. Mack Insurance Surveyors & Loss Assessors Pvt. Ltd.*
- 7. Puri Crawford, G Srinivasan and A. Shukla.*
- 8. M/s Mehta and Padamsey Surveyors and Loss Adjusters, Mumbai*

On behalf of the Insured

on behalf of the Insurer

Signature:

Signature:

Name:

Name:

Designation

Designation:

-

४७७ – VII

***SECTION-
VII***

***UN-PRICED
SCHEDULE OF
RATES [SOR]***

***(PRICED SOR TO BE SUBMITTED IN FINANCE
FOLDER)***

CHECK LIST OF SOR

Note to above SOR:

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

Name of authorized person submitting the tender on behalf of the Bidder :

Designation of authorized person:

Name of firm / Contractor:

Address of firm /

Contractor:

Date: