

	<p style="text-align: center;">TIDEL PARK COIMBATORE LTD ELCOSEZ, VILLANKURICHI ROAD, CIVIL AERODROME POST, COIMBATORE – 641 014</p>
<p style="text-align: center;">VOLUME – I TECHNICAL TENDER</p>	
<p style="text-align: center;">MACHINERY BREAKDOWN, ELECTRONIC EQUIPMENT, SPECIAL CONTINGENCY ALL RISK, PLATE GLASS AND NEON SIGN, INSURANCE POLICIES FOR IT PARK (SEZ)</p>	
<p style="text-align: center;">Tender No. TPCL/O&M/2018/02</p>	
<p style="text-align: center;">FOR OFFICIAL USE</p>	
<p>DOCUMENT NO</p>	
<p>NAME OF THE COMPANY TO WHOM ISSUED</p>	
<p>DATE OF ISSUE</p>	
<p>DETAILS OF COST OF TENDER DOCUMENTS</p>	
<p>a. Amount & Receipt Number</p>	
<p>b. Demand Draft No and Date</p>	
<p>c. Name of Bank and Branch</p>	
<p>NAME OF OFFICIAL ISSUING TENDER DOCUMENT</p>	
<p>SIGNATURE</p>	
<p>Submitted to:</p> <p style="text-align: center;">THE COMMITTEE OF DIRECTORS (OPERATIONS) TIDEL Park Coimbatore Ltd ELCOSEZ, Villankurichi Road Civil Aerodrome Post Coimbatore – 641 014 Ph: 00 91 422 2513604, Fax: 00 91 422 2513609 E-Mail : tpcl@tidelpark-coimbatore.com, Website: www.tidelpark-coimbatore.com</p>	
<p style="text-align: center;">June 2018</p>	

INVITATION OF TENDER

**SELECTION OF INSURANCE FIRMS FOR MACHINERY BREAKDOWN, ELECTRONIC EQUIPMENT,
AND PLATE GLASS INSURANCE POLICIES FOR IT PARK (SEZ)**

IMPORTANT DATES

Tender No.	TPCL/O&M/2018/02
Name of Work	Selection of Insurance Firms for Engineering and Miscellaneous Insurance policies named above.
Cost of Tender Document	Rs.1,180/- (Rupees One Thousand One Hundred and Eighty only) (Those who downloaded the tender documents from website have to pay cost by Demand Draft in favour of TIDEL Park Coimbatore Ltd., payable at Coimbatore from any Nationalised or Scheduled Bank)
Estimated value of Assets	As per schedule enclosed.
Earnest Money Deposit	Nil
Issue of Tender Documents	Documents can be downloaded from the Website www.tidelpark-coimbatore.com or documents can be Purchased in person during office hours between 18.6.2018 to 09.07.2018.
Place of sale / submission of Tender	Office of the TIDEL Park Coimbatore Limited, ELCOSEZ, Villankurichi Road, Civil Aerodrome Post, Coimbatore – 641 014.
Date, Time and Venue of Pre Bid Meeting	28.06.2018 at 4.00 pm in TIDEL Park Coimbatore Limited, ELCOSEZ, Villankurichi Road, Civil Aerodrome Post, Coimbatore 641 014
Last date & time of submission of Tender	09.07.2018 at 3.00 pm
Date, Time & Venue of Opening Tender (Technical bids)	09.07.2018 at 3.30 pm in the Office of TIDEL Park Coimbatore Limited, ELCOSEZ, Villankurichi Road, Civil Aerodrome Post, Coimbatore 641 014.
Tender Validity	90 days from the date of opening of price bid

Tender document can be downloaded from the web site viz; www.tidelpark-coimbatore.com. Those who download the tender documents from website should submit tender document along with tender document cost of Rs.1,180/- by Demand Draft in favour of TIDEL Park Coimbatore Ltd. payable at Coimbatore from any Nationalized or Scheduled Banks. Tenders without demand draft will be summarily rejected.

TIDEL Park Coimbatore Ltd. reserves the right to accept / reject any one / all the tenders without assigning any reason thereof.

TENDER NOTICE

Tender Notice has been released in "The New Indian Express" and "Daily Thanthi" on 18.06.2018 and copy is reproduced below:

	TIDEL PARK COIMBATORE LTD. (TPCL) (A Joint Venture of TIDCO, ELCOT, TIDEL & STPI) CIN-No. U45209TN2007PLC064060 ELCOSEZ, Aerodrome Post, Coimbatore - 641 014. Ph: 0422-2513604, Fax: 0422-2513609 Web: www.tidelpark-coimbatore.com / E-mail: tpcl@tidelpark-coimbatore.com
<u>Tender No: TPCL/O&M/2018/02</u>	
TENDER NOTICE FOR MACHINERY BREAK DOWN INSURANCE POLICY	
TPCL invites Tender for Insurance Policy from reputed Insurance Firms for Machinery Break Down, Electronics, Special Contingency, All risk Plate Glass, etc. for IT Park for One year. Please visit our website for Tender Document, terms and conditions, details of plant & equipments, facilities etc. Sealed Tender should reach TPCL before 3.00 p.m. on 09-07-2018 . TPCL reserves right to accept / reject any one / all tenders without assigning any reason thereof.	
<small>DNPR/2327/Tender/2018</small>	COMMITTEE OF DIRECTORS (OPERATIONS)

TIDEL PARK COIMBATORE LTD.**COMPETITIVE TENDER FOR SELECTION OF INSURERS FOR MACHINERY
BREAKDOWN, ELECTRONIC EQUIPMENT, AND PLATE GLASS INSURANCE POLICIES
TENDER NOTICE**

TIDEL Park Coimbatore Ltd. (TPCL) invites tender for Selection of Insurance Firms for Engineering and Miscellaneous Insurance Policy for the IT Park at Chennai as per the scope of works. The Insurer should meet the following prequalification criteria as on **31.03.2018**.

- (i) The insurer must be an IRDA approved Non-Life Company. A copy of the valid IRDA approval is to be enclosed.
- (ii) The insurer must be in the Non-Life business for a minimum period of **Five years** in India. Proof of document is to be enclosed.
- (iii) The insurer must provide an undertaking that they have underwritten Multistoried Building risks of sum insured value of **Rs.500 Crores** on annual basis during the last Fifteen Years and are authorized to underwrite the proposed TPCL risks per IRDA statutory guidelines.
- (iv) The insurer must submit declaration that they have not been black-listed/de-listed or are put to any holiday by any Indian Institutional Agency / Government Department / Public Sector Undertaking in the last three years.
- (v) The insurer must have an office in **Coimbatore / Chennai**, which can underwrite the risks. A declaration to this effect is to be enclosed by indicating the **Coimbatore / Chennai** office addresses, phones, faxes and emails.
- (vi) The insurer must provide an undertaking that they shall underwrite 100% of the total business.

Tender Documents can be obtained during the office hours by payment of cash / Demand Draft drawn in favour of TIDEL Park Coimbatore Ltd., payable at Coimbatore for an amount of **Rs.1,180/- between 18.06.2018 to 09.07.2018** otherwise Tender documents can also be downloaded from website www.tidelpark-coimbatore.com. Those who download the tender documents from website have to inform by E-mail to tpcl@tidelpark-coimbatore.com for record, before submission. Pre-bid meeting will be on **28.06.2018 at 4.00 pm**. The dead line for the receipt of tender is **09.07.2018 at 3.00 pm** and the tender will be opened at **3.30 pm on the same day**.

TIDEL Park Coimbatore Ltd. reserves the right to reject anyone or all tenders without assigning any reasons thereof.

THE COMMITTEE OF DIRECTORS (OPERATIONS)

TIDEL Park Coimbatore Ltd
ELCOSEZ, Villankurichi Road
Civil Aerodrome Post
Coimbatore – 641 014

Tel: 422 2513604, Fax: 422 2513609

E-Mail : tpcl@tidelpark-coimbatore.com, Website: www.tidelpark-coimbatore.com

INFORMATION AND INSTRUCTIONS TO APPLICANT FIRMS

1.0 General

- 1.01 Applications are not transferable and Tender documents can also be downloaded from website www.tidelpark-coimbatore.com.
- 1.02 The applicant firms are cautioned that not giving complete information called for in the application in the form required or not giving it in clear terms or making any change in the prescribed forms, may result in summary disqualification of the applicant firm. Applications made by telegram, fax, e-mail or telex and those received late may not be considered.
- 1.03 All information shall be furnished in English.
- 1.04 The Application shall be typewritten. The applicant firm's name shall appear on each page of the application.
- 1.05 Overwriting shall be avoided. Mistakes shall be scored through and corrections incorporated and attested by the authorized signatory. All pages of the tender document shall be numbered and submitted as a package along with a signed letter of transmittal.
- 1.06 References Information and Certificates from the respective clients certifying suitability, technical know-how or capability of the applicant firm shall be signed by the authorized signatory of client.
- 1.07 The applicant firm is advised to furnish any additional information, which they think is necessary in regard to its capabilities. No further information will be entertained after submission of tender document unless it is called for by the TIDEL Park Coimbatore Limited.
- 1.08 The following procedure will be adopted for submission of tender. **Cover A** will contain Technical Tender and will be superscribed as ***Selection of Insurance Firms for Engineering and Miscellaneous Insurance Policy for the IT Park at Coimbatore as per the scope of works – Technical Tender***. **Cover B** will contain Financial Tender and will be superscribed as ***“Selection of Insurance Firms for Engineering and Miscellaneous Insurance Policy for the IT Park at Coimbatore as per the scope of works–Financial Tender***. These two sealed covers will be submitted together in another sealed cover indicating on the cover ***“Selection of Insurance Firms for Engineering and Miscellaneous Insurance Policy for the IT Park at Coimbatore”***. The documents shall be submitted in a sealed envelope addressed to The Committee of Directors, TIDEL Park Coimbatore Limited, ELCOSEZ, Villankurichi Road, Civil Aerodrome Post, Coimbatore 641 014. Tenders shall be received by the Committee of Directors, TIDEL Park Coimbatore Limited upto **3.00 pm** on **09.07.2018**. Documents received will be treated as confidential and will not be returned.
- 1.09 The cost incurred by applicant firms in preparing their application, in providing clarifications or attending discussions, conferences in connection with this document will not be reimbursed by the TIDEL Park Coimbatore Limited under any circumstances.

2.0 Definitions

- 2.01 In this document the following words and expressions have the meaning hereby assigned to them.

Applicant Firm/Bidder/tenderer: means proprietary firm, firm in partnership, limited company or Public Sector Corporation applying to become eligible to tender.

3.0 Method of Applying

- 3.01 Selection will be made by TIDEL Park Coimbatore Limited (TPCL) on the basis of qualification criteria and the strength of individual applicants.

- 3.02 Any change in the legal status of an applicant subsequent to submission of application will invalidate the tenderer.

4.0 Final Decision Making Authority

TPCL reserves the right to accept or reject any of the applications /tender(s) without assigning any reasons thereof. TIDEL Park Coimbatore Limited, reserve the right to increase or decrease the scope of work as deemed necessary by TIDEL Park Coimbatore Limited. Decision of TIDEL Park Coimbatore Limited is final and binding.

5.0 Provisional Particulars

The particulars of the proposed work given herein must be considered only as advance information and a general guide to assist applicants.

6.0 Site Visit

The site of works may be inspected by the applicant or his representative at his own cost in between **10.00 am to 2.00 pm** on **28.06.2018**.

7.0 Eligibility for Qualification

- 7.01 The applicant, to be eligible for Qualification, should fulfill the following qualification criteria as on **31.03.2018** (Documentary evidence shall be submitted in reply to each of the following aspects).

- (i) The insurer must be an IRDA approved Non-Life Company. A copy of the valid IRDA approval is to be enclosed.
- (ii) The insurer must be in the Non-Life business for a minimum period of **Five Years** in India. Proof of document is to be enclosed.
- (iii) The insurer must provide an undertaking that they have underwritten **Multistoried Building** risks of sum insured value of **Rs.500 Crores** on annual basis during the last Fifteen Years and can underwrite the proposed TPCL risks per IRDA statutory guidelines.
- (iv) The insurer must submit declaration that they have not been black-listed/de-listed or are put to any holiday by any Indian Institutional Agency/Government Department/Public Sector Undertaking in the last three years.

- (v) The insurer must have an office in **Coimbatore / Chennai**, which can underwrite the risks. A declaration to this effect is to be enclosed by indicating the office addresses, phones, faxes and emails.
- (vi) The insurer must provide an undertaking that they shall underwrite 100% of the total business.

The applicant in the same name and style should be a well established and reputed firm of long standing experience and capability in the Insurance of similar **Multistoried Buildings**.

8.0 Submission of Tender Documents

- 8.01 To be eligible for qualification, applicants shall provide evidence to suitability of their meeting the Criteria indicated in **Para - 7** above and furnish details to establish their capacity and possession of adequate resources to carry out the contracts effectively and for this, the applications submitted shall include the following:

9.0 Particular Attention

Applicants shall be disqualified at any stage at their risk and cost if they are found to have

- (i) made untrue or false representation in the forms, statements and attachments submitted in proof of the qualification and requirements ;
- (ii) record of poor performance or financial failures etc.

10.0 Queries:

The applicants are requested to submit any questions in writing, to reach The Committee of Directors, TIDEL Park Coimbatore Limited, ELCOSEZ, Civil Aerodrome Post, Coimbatore 641 014, not later than **09.07.2018 @ 3.00 pm**. A pre-bid meeting will be also held on **28.06.2018** at **4.00 pm** at the above said address. The Minutes of the Pre-bid meeting minutes will be circulated to all those tenderers who have purchased the tenders. This Minutes will also form part of the tender document.

11.0 Submission & opening of Tender Documents

Completed applications both Pre-qualification cum Technical bid and Price bid in two separate Sealed Covers should be addressed to the Committee of Directors (Operations), TIDEL PARK COIMBATORE LTD, First Floor, ELCOSEZ, Aerodrome Post, Coimbatore-641 014. In one sealed cover superscribed as "Pre-qualification cum Technical Bid, VOLUME-1, *Tender for Selection of Insurance Firm for Machinery Break Down Insurance Policy for IT Park*" along with the **DD for Rs.1,180/-** drawn from any Nationalised Bank in favour of TIDEL Park Coimbatore Ltd. payable Coimbatore, being the cost of tender document and the other cover as "Price bid- VOLUME-II, *Tender for Selection of Insurance Firm for Machinery Break Down Insurance Policy for IT Park*" on or before 3.00 p.m. on **09.07-2018**. All the enclosures, tenderers wish to submit, shall also be in duplicate. All the enclosures, tenderers wish to submit, shall also be in duplicate. The Tender Document without DD for document cost will be rejected and will not be considered for further evaluation.

- 11.02 The two volumes shall be submitted in separate envelopes duly sealed and superscribing the name of work and tender volume number. Copies of both the volumes of tender document shall be marked "**Original**" and "**Duplicate**". Should there be any discrepancies in filling / write-up among the two copies of the tender documents, the copy marked "Original" shall be given effect and the other one is subject to amendments as per "Original".
- 11.03 Sealed Tenders should be addressed to the Committee of Directors (Operations), TIDEL Park Coimbatore Ltd., ELCOSEZ, Aerodrome Post, Coimbatore – 641 014 and superscribing "Tender for Selection of Insurance Firm for Machinery Break Down Insurance Policy for IT Park" on the top left hand corner of the cover and sent so as to reach him not later than **3.00 p.m. on 09.07-2018**. The tenderer shall be responsible for properly superscribing and sealing the cover in which the tender is submitted and TPCL shall not be responsible for accidental opening of the covers that are not properly superscribed and sealed as required in the tender documents before the time appointed for tender opening.
- 11.04 The Technical Tender Cover A will be opened at **3.30 pm on the same day** at the above Office, in the presence of tenderers who choose to be present.

12.0 **Opening of Financial Tenders**

- 12.01 The TIDEL Park Coimbatore Limited will finalize the list of eligible tenderers and inform them by registered letter/Fax. The **Financial Tender Cover B** of the qualified tenderers will be opened in the presence of the tenderers who choose to be present on the specified date.

13.0 **Price and currencies:**

Tenderer shall quote in Indian Rupees only. All payments under the contract shall be made in Indian Rupees only.

CONDITIONS OF CONTRACT

1.0 Validity of Tender

The tender will be valid for a period of 120 days from the last date of submission of tender.

2.0 Earnest Money Deposit: Nil

3.0 Deadline for Submission of the Tender

3.01 Tenders must be received by the Owner at the address specified above not later than **3.00 pm** on **09.07.2018**. In the event of the specified date for the submission of tender declared a holiday for the Owner, the tenders will be received up to the appointed time on the next working day.

3.02 The Owner may extend the deadline for submission of tenders by issuing an amendment, in which case all rights and obligations of the Owner and the tenderers previously subject to the original deadline will then be subject to the new deadline.

4.0. Late Tenders

4.01 Any Tenders received by the Owner after the deadline prescribed will not be opened and returned to the tenderer.

5.0 Modification and Withdrawal of Tenders

5.01 Tenderers may modify or withdraw their tenders by giving notice in writing before the deadline prescribed.

5.02 The modification or withdrawal notice shall be prepared, sealed, marked, and delivered with the outer and inner envelopes additionally marked "**MODIFICATION**" or "**WITHDRAWAL**", as appropriate.

5.04 No tender may be modified after the deadline for submission of Tenders.

5.05 Withdrawal of a Tender before tender validity may result in black listing of the Insurer for any future tenders.

5.06 Tenderers may offer discounts, or modify the prices of their Tenders only by submitting Tender modifications in accordance with this clause, or included in the original Tender submission before the dead line prescribed for submission of tender.

6.0 Letter of Award (LOA)

Letter of Award for selection of Insurer will be issued to the tenderer whose tender has been accepted by the competent authority. Once the Letter of Acceptance (LOA) of the tender is sent, then it is considered as conclusion of contract. On payment of Premium, the selected tenderer should arrange to issue the **Held Cover Letter** immediately for the Insurance Policy **within 10 days**.

7.0 Terms of Premium Payment:

7.1 The accepted premium value for Schedule A & Schedule B will be paid along with LOA.

SPECIAL CONDITIONS OF CONTRACT**INSTRUCTIONS TO TENDERERS**

1. This tender, shall be duly signed & stamped on each page and sent in a sealed covers.
2. The tender should be submitted in sealed cover for Techno-commercial / price Bids with the following marking:

BID for **Engineering and Miscellaneous Insurance Policies.**

3. **BID SUBMISSION**

The tender shall be submitted at the following address on or before **3.00pm** on **09.07.2018.**

**The Committee of Directors (Operations)
TIDEL Park Coimbatore Ltd.
ELCOSEZ, Villankurichi Road
Civil Aerodrome Post
Coimbatore 641 014
Tel: 422 2513604, Fax: 422 2513609**

E-mail: tpcl@tidelpark-coimbatore.com, Website: www.tidelpark-coimbatore.com

4. Tenders shall be opened at the time and date as specified in the tender notice in the presence of such of those Underwriters or their authorized representatives who may choose to be present.
5. Underwriters must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the tender specification, failing which tender is liable to be rejected.
6. Bidders should note that the total price indicated shall be considered for Price Evaluation purpose and hence should be complete in all respect for the full scope defined and considering all terms and conditions. The quote shall be in INR, both in figures & words.
The quote in words will prevail for the final quoted price
7. All corrections and insertions shall be duly counter-signed by the authorized signatory of the underwriter.
8. The selected Underwriter will be liable to meet all requirements of the Regulator (IRDA) inclusive of penalties / payment of difference in premium arising out of violations (if any), committed by the Underwriter prior to / during / after the commencement / expiry of coverage of risk under this Policy Contract and TIDEL Park Coimbatore Ltd in no way will be responsible for such violations.
9. TIDEL Park Coimbatore Ltd reserves the right to award the insurance contract to the L1 bidder and also reserves the right to negotiate the rates, terms and other conditions with the L1 bidder.

10. Quotes submitted by the insurance companies shall be with their Gross Automatic Capacity (without support on Facultative basis) and this should be indicated in the Bid.
11. Deviations if any should be indicated in Schedule I with the additional cost if applicable. Acceptance / rejection of the deviation will be fully at the discretion of TIDEL Park Coimbatore Ltd
12. TIDEL Park Coimbatore Ltd reserves the right to add / delete any sections of coverage or change the values & periods without assigning any reasons at any point of time before award of the insurance contract.
13. The successful bidder shall also submit original tender document duly signed and returned as a token of acceptance of tender conditions subject to technical deviation mutually agreed between TIDEL Park Coimbatore Ltd and successful bidder.

INSURANCE COVERAGE DETAILS

1.01 TYPE

MACHINERY BREAKDOWN, ELECTRONIC EQUIPMENT & PLATE GLASS

1.02 NAMED INSURED

TIDEL Park Coimbatore Ltd., a company incorporated in the year 2007 as Joint Venture of TIDCO, ELCOT, TIDEL, STPI under the companies Act, 1956. The company is hereby called as "TPCL".

1.03 UNDERWRITING INFORMATION

1.03.01 IT PARK (SEZ):

TIDEL Park Coimbatore Ltd., has constructed a state-of-the-art Multi-storey I.T Park, with built up area of 1.7 million sq.ft., which is located very close to the Coimbatore Airport on the Avinashi Road, adjoining Coimbatore Medical College at ELCOSEZ, Civil Aerodrome Post, Coimbatore 641 014. TPCL provides quality business space for IT/ITES companies since 2011. The building consists of various Electrical, Mechanical, and communication facilities.

1.03.02 Operations and Maintenance contracts for equipment:

The Owner has entered into Operation and Maintenance Contract (O&M) with Contractors as detailed below.

S. No.	CONTRACTOR	O&M CONTRACT
1	JOHNSON LIFTS PVT. LTD.	LIFTS & ESCALATORS Comprehensive
2	ETA ENGINEERING PVT. LTD.	ELECTRICAL
3	SAFE INFRATECH PVT. LTD.	FPS Comprehensive
4	CRYSTAL WATEKK	SEWAGE TREATMENT PLANT
5	POWER WAY SOLUTIONS	DG SETS
6	ETA ENGINEERING PVT. LTD.	ACMV
7	Appointment under process	IBMS
8		FAÇADE ACCESS AND CLEANING SYSTEM
9		BACKBONE Comprehensive

TPCL had entered agreement with the above agencies for O&M Contract which can be renewed or a new agency can be approved for renewal.

1.03.03 Fire Protection and Early warning systems:

- (a) Yard Hydrant system for outside building protection.
- (b) Wet riser with internal Hydrant system and Hose reel system.
- (c) Portable extinguisher system.

- (d) Wet sprinkler system.
- (e) HVWS system for Transformer in Substation building.
- (f) The underground sump shall be common for fire water and domestic water supply and shall be located outside the main building. The U.G. sump consists of one no. exclusive fire water compartments of total capacity 2,60,000 litres. The fire water UG Sump is common to meet the requirement of hydrant, sprinkler and emulsifier system.
- (g) Two no. tanks of capacity 25,000 litres (each) has been provided, at the terrace level. Water supply for the terrace pumps shall be fed from the respective terrace tanks.

1.04 PERIOD

The period of Insurance for Schedule-A of Volume-II shall be from **00.00 hrs on 10.08.2018 to 24.00 hrs of 09.08.2019** for a period of One Year.

The period of Insurance for Schedule-B of Volume-II shall be from **00.00 hrs on 10.08.2018 to 24.00 hrs of 09.08.2019** for a period of One Year.

1.05 INTEREST

- Equipments, fixed and movable assets located in the above premises.

The list of Equipments for each of the Insurance is enclosed as Individual Schedules as per details furnished below:

Enclosure A	Machinery Breakdown
Enclosure B	Electronic Equipment
Enclosure C	Plate Glass

1.06 GEOGRAPHICAL AREA

India

1.07 JURISDICTION

Worldwide for movable equipments

1.08 PREMIUM

Please specify the Premium and Service Tax separately

1.09 DEDUCTIBLE

Please specify the deductible

1.10 CLAIMS EXPERIENCE

Premium and claim paid / outstanding details for MBD / EEI / PLATE GLASS Policies:

NIL

1.11 NO DEVIATION CERTIFICATE

(Please tick the appropriate option)

THIS IS TO DECLARE THAT WE DO NOT HAVE ANY DEVIATIONS IN THE STIPULATIONS OF YOUR TENDER AND ACCORDINGLY ACCEPT ALL THE STIPULATIONS WITHOUT ANY RESERVATIONS WHATSOEVER.

OR

WE HAVE THE FOLLOWING DEVIATIONS AND THE ADDITIONAL COST FOR DELETING / ADDIDNG THIS DEVIATION WOULD BE AS FOLLOWS.

DEVIATION

ADDITIONAL OREMIUM

- 1.
- 2.
- 3.

(Signature of the Bidder)

Please note that the acceptance / rejection of the deviation is fully at the discretion of TIDEL Park Coimbatore Limited

1.12 MACHINERY INSURANCE POLICY

PROPOSAL FORM UNDER "RE-STATEMENT VALUE" MACHINERY INSURANCE POLICY for the year 2018-19 for TIDEL PARK COIMBATORE LTD.		
Sl. No.	Description	Sum insured
	Coverage as per standard MB insurance policy of IRDA – Schedule A Enclosure A1	
Total sum Insured as per the MB list provided as Schedule A Enclosure A1		Refer Volume 2

1.13 ELECTRONIC EQUIPMENT INSURANCE POLICY

PROPOSAL FORM UNDER "RE-STATEMENT VALUE" ELECTRONIC EQUIPMENT INSURANCE POLICY for the year 2018-19 for TIDEL PARK COIMBATORE LTD.		
Sl. No.	Description	Sum insured
	Coverage as per standard EEI insurance policy of IRDA – Schedule A Enclosure B1	
Total sum Insured as per the EEI list provided as Schedule A Enclosure B1		Refer Volume 2

1.14 PLATE GLASS INSURANCE

PROPOSAL FORM UNDER PLATE GLASS INSURANCE for the year 2018-19 for TIDEL PARK COIMBATORE LTD.		
Sl. No.	Description	Sum insured
	Coverage as per the scope and exclusions defined in – Schedule A Enclosure C1.	
Total sum Insured as per the Plate Glass Insurance provided as Schedule A Enclosure C1		Refer Volume 2

1.15 MACHINERY INSURANCE POLICY FOR CHILLER COMPRESSORS

PROPOSAL FORM UNDER MACHINERY BREAKDOWN FOR CHILLER COMPRESSORS for the year 2018-19 for TIDEL PARK COIMBATORE LTD.		
Sl. No.	Description	Sum insured
	Coverage as per the scope and exclusions defined in – Schedule B Enclosure A2	
	Total sum Insured as per the Plate Glass Insurance provided as Schedule B, Enclosure A2	Refer Volume 2

1.16 MEMORANDUM OF UNDERSTANDING (MOU)

A draft MOU is enclosed as **Annexure – 1 (Page No. 18 to 23)**

1.17 SCHEDULE OF RATE FOR MANPOWER

Rates for TPCL is enclosed as **Annexure – 2 (Page No. 24)**

Annexure – 1Memorandum of Understanding

This Memorandum of Understanding (MOU) made on this _____, between M/s TIDEL Park Coimbatore Ltd having its registered office at 1st Floor, No.4, Rajiv Gandhi Salai, Taramani, Chennai 600 113 represented by **Mr. K. Sundaramurthy**, GM(Finance) (hereinafter called the “Owner”) of the one part

And

M/s XXX Company Limited, having their Registered Office at -----, represented by its Branch Manager -----, Divisional Manager / Others (hereinafter called the “Insurer”) of the other part, for the Machinery Break Down (MBD), Electronic Equipment Insurance (EEI), and Plate Glass (PG) Insurance policies (hereinafter collectively know as “Engineering and Miscellaneous Insurance Policies”).

Whereas the Owner had sought quotes for procuring insurances of various types for its various machinery and equipment located at its premises at ELCOSEZ, Civil Aerodrome Post, Coimbatore – 641 014 and the registered General Insurers with IRDA had offered quotes in response thereto.

And Whereas, the quote offered by the Insurer was found to be acceptable to the Owner.

And Whereas the other Insurance companies named above also agreed to match the insurance premium rates quoted by the Insurer and had agreed among themselves to share the business in the ratio of ---- for the Insurer and at -----,----- and ----- for the remaining insurance companies respectively and communicated the same to the Owner, which the owner also accepted.

And Whereas The Owner, the Insurer and the remaining insurance companies have agreed among themselves that the Insurers shall be the Lead Insurer and co-ordinate and offer all services under the Insurance Policies on its own behalf and behalf of the others have agreed to receive their respective premium as well as settle all claims as per the terms of this agreement through the Insurer.

And Whereas the Insurance Policies taken by the Owner for its properties in TIDEL Park Coimbatore Ltd., ELCOSEZ, Villankurichi Road, Civil Aerodrome Post, Coimbatore 641 014, intends to offer the policy for a period of one year with effect from the time of expiry (ie., from ---- midnight on ----- to -----midnight of -----) and the Insurer, hereby offered to be the Lead Insurer for the insurance coverage at the rates and terms & conditions hereafter contained in this MOU, in the Bill of Quantities (BOQ) given in **Annexure-I** and in the Manpower Rates given in **Annexure-II** and the Owner hereby accepts the offer.

- 1) The Owner has entered into Operation and Maintenance Contract (O&M) with Contractors as detailed below:

S. No.	CONTRACTOR	O&M CONTRACT
1	JOHNSON LIFTS PVT LTD.	LIFTS & ESCALATORS Comprehensive
2	ETA ENGINEERING (P) LTD	ELECTRICAL
3	SAFE INFRATECH PVT. LTD.	FPS Comprehensive
4	CRYSTAL WATEKK	SEWAGE TREATMENT PLANT
5	POWER WAY SOLUTIONS	DG SETS
6	ETA ENGINEERING PVT. LTD.	ACMV
7	Appointment under process	IBMS
8		FAÇADE ACCESS AND CLEANING SYSTEM
9		BACKBONE Comprehensive

- 2) The Insurer acknowledges that the Owner may enter into new contracts on expiry of the existing contracts detailed above and further acknowledges that the Owner has right to change the BOQ and their unit rates along with the sum insured based on the scope of the new O&M contracts to be entered into from time to time. The Insurer hereby agrees to accept the revised BOQ as and when informed by the Owner and agrees to refund and/or charge the premium on prorated day basis for those items deleted and/or added respectively, as per the revised BOQ, unit rates and the sum insured. Such revision in BOQ may be made by the Owner individually on expiry of each of the above O&M Contracts and the Insurer hereby agrees to be bound by such changes.
- 3) Any break down that occurs during the contract period will be attended to by the O&M Contractors by providing necessary material and manpower, as per the respective terms of their contract. To cover the risks, Owner has accepted to take the Insurance Policies.
- 4) Claim Settlement Procedure
On a claim under the Insurance Policies being made by the owner, the Insurer hereby agrees to adopt any one of the following Claim settlement procedure.

a) **Method 1 – “Claim with-out bill for Material & Labour”:**

The Insurer hereby agrees not to call, for settlement of claims, any bills for labour, material etc., for claims made up to the total value of O&M charges paid / payable to the O&M contractors of the respect packages from the date of first commencement of O&M contracts until expiry of this policy, reduced by the actual claim amounts received till the date of claims. This clause will survive any change in the existing O&M contracts and entering into of new O&M Contracts by the Owner. It is hereby agreed that after expiry of the individual O&M contract as detailed in para 2 above, the total O&M contract amounts including the amount of new O&M contracts (ie., amount up to which the Owner is not liable to produce any bills for claim) will be intimated to the Insurer. The following procedure is hereby accepted.

- After TPCL lodges any claim under MBD / EEI / PG policies, the nature of repairs can be verified at site by the surveyor(s) nominated by the insurance company / Owner.
- **For Material Cost:** In respect of the cost of material, Original Equipment Manufacturer (OEM) prevailing cost or market rate shall be used as the basis for arriving at the material cost.
- **For Labour Cost :** On completion of repairs by the O&M contractors, the nominated surveyors may verify the same and recommend the claim of Man Power Cost based on the Labour Utilization certificate and statement Furnished by the Owner / O&M Contractor based on Man-power given in Annexure II.

Documents prepared by the Owner / O&M Contractor only will be provided for such claims.

5) **The following procedure is hereby accepted for preparation of documents**

- a) Owner / O&M Contractor certify the utilization of man powers and materials based on O&M contractor's breakdown report.
- b) OEM / Market rate prevailing at the time of replacement has to be considered for material cost.
- c) Owner / O&M Contractor will provide a certificate on the salvage amount to be considered based on the actual level of damage for the subject claim.
- d) Labour utilized (Man-Hours) report, containing all particulars of labour involved to rectify the repairs, certified by Owner / O&M Contractor will be considered as proof for labour charges.

e) Man power rates for labour of O&M / OEM staff (Annexure II), based on which labour claims will be charged by Owner O&M Contractor.

b) **Method 2 : Claim with Proforma Invoice / Bills**

In cases not falling under Clause 5(a), for any breakdown which calls for repairs and replacements of insured items, the Owner will submit Proforma Invoice / Bills for claim processing.

c) **Settlement Period**

All settlements have to be made within 15 days from the date of receipt of documents submitted to the Insurer by the Owner / O&M Contractor. The responsibility of collecting the surveyor's report is vested with insurer. For any delay beyond 15 days without assigning any reason(s), the prevailing State Bank of India Prime Lending Rate + 1 % on the claim amount unsettled will be charged extra till the date of settlement.

d) **Part Payments**

On reporting of claim(s) by the Owner and once the claim is accepted by the surveyor as payable, 75% of amount has to be paid as an advance amount and the remaining amount to be paid as per Settlement Clause.

The Bill of Quantity enclosed as Annexure I, will form part of the policy and the tariff rates indicated in this annexure are the rates accepted by the Insurer. As these tariff rates are as per IRDA and TAC regulations and the discounts offered thereon are as per their company internal guidelines without any violation what so ever, the Insurer will ensure that the claims will be processed without any conditions and the Owner is not responsible for any defect / error in the final rates quoted by the Insurer and accepted in their communications dated xxxx and as per the enclosed Annexure-I & II.

e) **The nominated surveyors list:**

If the Insurer is not responding within 24 hours from the time of intimation by the Owner in writing or over phone, the owner has the right to nominate a suitable surveyor (Licensed by IRDA and IISLA) from their panel which the Insurer will perform accept without demur.

f) **Name and designation of the officer nominated as single point contact for processing the claims of the Insurance company**

g) **Self Assessment**

For claims up to Rs. 20,000/-, a self assessment by the Owner / O&M Contractor is sufficient for processing claims.

h) Depreciation against various Equipments:

The depreciation applicable for the various components of the equipments with limited life will be decided by a Panel of Surveyor nominated by the Lead Insurer with the consent of the Owner, who will arrive at the maximum allowed depreciation rates based on the life of the equipments for each package. The panel will fix maximum allowed depreciation percentage and the nominated surveyor who investigates the claim can use this as a guide line. If the nominated surveyor feels / desires, then he is permitted to apply a lesser percentage of depreciation but not exceeding the percentage fixed / accepted in the MOU.

i) The Sum Insured under various Sections:

The Sum Insured declared under MB, EEI & Plate Glass Insurance schedules indicates the Reinstatement cost of the equipment or its sub-systems and coverage is sought only for this equipment or its sub-systems. Under Insurance if applicable should pertain only to the cost of sub-system declared in the schedule as per the respective policy.

j) Mediums included in the Sum Insured:

The Sum Insured declared under different schedules includes the medium of operation such as refrigerants, oil and others also.

k) Engineer / supervisor charges:

The Insurers agree to indemnify the owners as per the rates indicated in the **Annexure 2** enclosed along with the tender documents.

On behalf of TIDEL Park Coimbatore Ltd.

On behalf of Insurance company

Annexure – 2**Man Power rates for TPCL Operations as on 1st March, 2018**

1. Wages for a normal working day (for during holiday / over time additional 50% Charged extra).
2. No partial day calculations are permitted like ½ day, 1 hour etc.
3. The rates are based on 1st March 2018, an additional .055% per Month will be added.

SL.NO.	Categories of work force	Per day minimum in Rs	
	O & M Manager	6600	
	Service Engineer	3432	
	Asst. Engineer	2160	
	Technician	1200	
	Supervisor	1800	
	Service Engineer (from OEM@ Rs. 30,000/ day, lodging , Boarding + Travel expenses of Indian origin)	30000	Defrayment expenses at actuals
	Engineer / Specialist from abroad	At actual	
	Craftsman like welder / sheet metal worker / Fitter / Plumber / Electrician / Carpenter / Draughtsman / Stone cutter / Mason / Security guard / Insulator store keeper etc.	1350	
	Casual Labour	500	
II. Computer hardware / software			
	O&M Manager	9240	
	Senior Engineer	6864	
	Junior / Asst. Engineer	4752	
	Technicians	2640	
	Supervisor	3960	

The list will be updated periodically as and when a new set of group of tradesman identified

III Tools : Additional cost towards tools & tackles

1. For Hand Tools = add 5% of Labour cost
2. For power Tools = add 7.5% on Labour cost
3. For Special Tools and Tackles = at actual

IV Common to all :

For TPCL management supervision charges : additional 15% of entire cost estimation

Enclosure A1**STANDARD POLICY FORM****MACHINERY BREAKDOWN INSURANCE POLICY**

WHEREAS the insured named in the schedule hereto by a proposal and declaration, which shall be the basis of this contract and is deemed to be incorporated herein has applied to _____ (herein-after called, the company) for the Insurance hereinafter contained and has paid the premium as consideration for such Insurance in respect of accident or damage occurring during the period of Insurance stated in the schedule or during any subsequent period for which the Insured pays and the Company may accept the premium for the renewal of the Policy.

NOW THIS POLICY OF INSURANCE WITNESSETH

That subject to the terms, exceptions, exclusions, provisions and conditions contained herein or endorsed hereon, the company will at its own option by payment or reinstatement or repair indemnify the Insured against unforeseen and sudden physical damage by any cause not hereinafter excluded to any insured property specified in the attached schedule(s) whilst in the premises therein mentioned necessitating its immediate repair or replacement. This Policy shall apply to the insured items after successful completion of their performance/acceptance tests, whether they are at work or at rest, or being dismantled for the purpose of cleaning or overhauling, or in the course of the aforesaid operations themselves, or when being shifted within the premises, or during subsequent re-erection. The liability of the Company for any one item of the insured property shall not exceed in the aggregate in any one period of Insurance the Sum Insured set against such in the attached schedule(s), unless the Sum Insured under such item is reinstated after occurrence of a claim for balance period.

GENERAL EXCEPTIONS –

THE COMPANY SHALL NOT BE LIABLE UNDER THIS POLICY IN RESPECT OF -

1 Loss, damage and/or liability caused by or arising from or in consequence, directly or indirectly of fire including extinguishment of a fire or clearance of debris and dismantling necessitated thereby, smoke, soot, aggressive substance, lightning, explosion of any kind (other than bursting or disruption of turbines, compressors, cylinders of steam engines, hydraulic cylinders or fly wheels or other apparatus subject to centrifugal force, internal pressure) theft, collapse of buildings, subsidence, landslide, rockslide, water which escapes from water containing apparatus, flood, inundation, storm, tempest, earthquake, volcanic eruption or other Acts of God, impact of land borne or waterborne or airborne craft or other aerial devices and/or articles dropped there from.

Any loss or damage by fire within the electrical appliances and installation insured by this Policy arising from or occasioned by overrunning, excessive pressure, short circuiting, arcing, self heating or leakage of electricity, from whatever cause (lightning included), is covered; provided that this extension shall apply only to the particular electrical machine; apparatus fixture fitting or portions of the electrical installation so affected and not to other machines, apparatus, fixtures fittings or portions of the electrical installation which may be destroyed or damaged by fire so set up.

2 Loss damage and/or liability caused by or arising from or in consequence, directly of -

- a) War, invasion, Act of foreign Enemy, Hostilities or war like operations (Whether war be declared or not). Civil war, rebellion, revolution, Insurrection, Mutiny, Riot, Strike, Lockout and Malicious Damage, Civil Commotion, Military or Usurped Power, Martial Law, Conspiracy Confiscation, Commandeering by a group of malicious persons or persons acting on behalf of or in connection with any political Organisation, Requisition or Destruction or damage by order of any Government de-jure or de facto or by any Public, Municipal or Local Authority.
- b) Nuclear reaction, nuclear radiation or radioactive contamination.

3 Accident, Loss, damage/and/or liability resulting from over load experiments or tests requiring the imposition of abnormal conditions.

4 Gradually developing flaws, defects, cracks or partial fractures in any part not necessitating immediate stoppage, although at some future time repair or renewal of the parts affected may be necessary.

5 Deterioration of or wearing away or wearing out any part of any machine caused by or naturally resulting from normal use or exposure.

6 Loss, damage and/or liability caused by or arising out of the willful act to willful neglect or gross negligence of the insured or his responsible representatives.

7 Liability assumed by the insured by agreement unless such liability would have attached to the insured notwithstanding such agreement.

8 Loss, damage and/or liability due to faults or defects existing at the time of commencement of this insurance and known to the insured or his responsible representative but not disclosed to the Company.

9 Loss of use of the Insured's plant or property of any other consequential loss incurred by the Insured.

10 Loss, damage/and/or liability due to explosions in Chemical Recovery Boilers, other than pressure explosions for e.g. smelt, chemical, ignition, Explosions etc.

SPECIAL EXCLUSIONS –

The Company shall not be liable for -

1. The Excess, as stated in the Schedule, to be first borne by the insured out of each and every claim; where more than one item is damaged in one and same occurrence, the insured shall not, however, be called upon to bear more than the highest Excess applicable to any one such item;
2. Loss of or damage to belts, ropes, chains, rubber tyres, dies, moulds, blades, cutters, knives or exchangeable tools, engraved or impression cylinders or rolls; objects made of glass, porcelain, ceramics, all operating media (e.g. lubricating oil,

fuel, catalyst, refrigerant, dowtherm) felts, endless conveyor belts or wires; sieves, fabrics, heat resisting and anti-corrosive lining and parts of similar nature, packing material, parts not made of metal (except insulating material) and non-metallic lining or coating of metal parts; unless loss or damage to the equipments/machinery is indemnifiable in terms of the policy.

3. Loss or damage for which the manufacturer or supplier or repairer of the property is responsible either by law or contract.

In any action, suit or other proceeding where the Company alleges that by reason of the provisions of the exceptions or exclusions above, any loss, destruction, damage or liability is not covered by this insurance, the burden of proving that such loss, destruction, damage or liability is covered shall be upon the Insured.

PROVISIONS -

1. SUM INSURED –

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

2. BASIS OF INDEMNITY –

a) In cases where damage to an insured item can be repaired, the Company will pay expense necessarily incurred to restore the damaged machine to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair shop, customs duties if any to the extent such expenses have been included in the Sum Insured. If the repairs are executed at a workshop owned by the Insured the Company will pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges.

No deduction shall be made for depreciation in respect of parts replaced except for (i) wear and tear parts and (ii) parts for which manufacturers have specified a fixed life for use and the like but the value of any salvage will be taken into account.

If the cost of repairs as detailed hereinabove equals or exceeds the actual value of the machinery insured immediately before the occurrence of the damage the settlement shall be made on the basis provided for in (b) below.

b) In cases where an insured item is destroyed, the Company will pay the actual value of the item immediately before the occurrence of the loss including costs for ordinary freight erection and customs duties if any provided such expenses have been included in the sum insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The Company will also pay any normal charges for the dismantling of the machinery destroyed but the salvage will be taken into account.

Any extra charges incurred for overtime, night-work, work on public holidays, express freight are covered by this insurance only if especially agreed to in writing.

In the event of the makers' drawings, patterns and for boxes necessary for the execution of a repair not being available the Company shall not be liable for cost of making any such drawing patterns or core boxes.

The cost of any alterations, improvements or overhauls shall not be recoverable under this Policy.

The cost of any provisional repairs will be borne by the Company if such repairs constitute part of the final repairs and do not increase the total repair expenses.

If the Sum Insured is less than the amount required to be insured as per Provision 1 hereinabove, the Company will pay only in such proportion as the Sum Insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.

The Company will make payments only after being satisfied, with the necessary bills and documents that the repairs have been effected or replacements have taken place, as the case may be. The Company may, however, not insist for bills and documents in case of total loss where the Insured is unable to replace the damaged equipments for reasons beyond their control. In such cases claims can be settled on 'Indemnity Basis'.

3. INSPECTION OF TURBINES AND TURBO-GENERATORS –

All Mechanical and Electrical parts of any steam turbine, gas turbine or generator upto 30,000 KW shall be inspected and overhauled thoroughly under the supervision of Maker's representatives, in a completely opened up state at least every two years: for turbines or generators exceeding 30,000 KW such inspection and overhaul shall take place after **32,000** hours of operation or every **four years**. The cost of inspection and overhauling shall be borne by the Insured and a copy of the Report issued by the Maker's representative on such inspection and overhauling shall be furnished to the Company immediately after the work has been carried out.

The Insured shall arrange for these regular inspections in such a way as to enable the company's representative to be present at the inspection at their own expenses. The Company shall be notified at least seven days in advance of the commencement of any overhauling necessary according to expert opinion.

If the insured fails to comply with the requirements of his condition, the Company shall be free from all liability for loss or damage caused by any circumstances, whatsoever.

The insured may apply for an extension of the period between any two regular inspections, and such extension may be considered if in the opinion of the Company the risk is not aggravated thereby.

4. CONDITIONS –

- a) This Policy and the attached Schedule(s) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the attached Schedule(s) shall bear the same meaning wherever they may appear.
- b) If a claim is in any respect fraudulent or if any false declaration is made or used in support thereof or if any fraudulent means or devices are used by the insured or any one acting on his behalf to obtain benefit under this Policy, or if a claim is made and rejected and no action, or suit is commenced within three months after such rejection or in a case of arbitration taking place as provided therein within three months after the arbitrator or arbitrators or umpire have made their awards, all benefit under this Policy shall be forfeited.
- c) No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company who shall be entitled if they so desire to take over and conduct in the name of the Insured the defence or settlement of any claim for indemnity or damage or otherwise and shall have full discretion in the conduct of any proceeding or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
- d) The due observance and fulfillment of the terms, provisions and conditions of and endorsement on this policy in so far as they relate to anything to be done or complied with by the insured and the truth of the statement and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

5. OBLIGATIONS OF THE INSURED –

- a) The Insured shall take all reasonable steps to maintain the insured property in efficient working order and to ensure that no item is habitually or intentionally over loaded. The Insured shall fully observe the manufacturer's instructions for operating, inspection and overhaul, as well as government, statutory municipal and all other binding regulations in force concerning the operation and maintenance of the insured plant and machinery;
- b) The Company's Officials shall at all reasonable times have the right to inspect and examine any property insured hereunder and the Insured shall provide the Officials of the Company with all details and information necessary for the assessment of the risk. The Company shall provide the Insured with a copy of the inspecting Official's report; which shall however be treated as strictly confidential both by the Insured and the Company.
- c) In the event of any -
 - i) Material change in the original risk;
 - ii) Alteration, modification or addition to insured item

- iii) Departure from prescribed operating conditions, whereby the risk or loss or damage increases
- iv) Changes in the Insured's Interest (such as discontinuation or liquidation of the business or being placed in receivership) taking place, the Policy shall be void unless its continuance be agreed by endorsement signed by the Company.

6. DUTIES FOLLOWING AN ACCIDENT –

In the event of any occurrence which might give rise to a claim under this Policy the Insured shall -

- a) immediately notify the Company by telephone or telegram as well as in writing, giving an indication as to the nature and extent of loss or damage;
- b) take all reasonable steps within his power to minimize the extent of the loss or damage;
- c) preserve the damaged or defective parts and make them available for inspection by an official or surveyor of the Company.
- d) furnish all such information and documentary evidence as the Company may require.

The Company shall not be liable for any loss or damage of which no notice and completed claim form have been received by the Company within Fourteen days of its occurrence.

Upon notification of a claim being given to the Company, the insured may proceed with the repair of any minor damage not exceeding Rs. 2,500/- provided that the carrying out of such repair is without prejudice to any question of liability of the Company and that any damaged part requiring replacement is kept for inspection by the Company, but in all other cases a representative of the Company shall have the opportunity of inspecting the damage before any alterations repairs or replacement are effected. Nothing contained herein shall prevent the Insured from taking such steps as are absolutely necessary to maintain the operation of the plant.

The liability of the Company under this Policy in respect of any item of property sustaining damage, for which indemnity is provided, shall cease if the said item is kept in operation without being repaired to the satisfaction of the Company.

7. OTHER INSURANCE –

If at the time any claim arises under this Policy there is any other insurance covering the same loss damage or liability the Company shall not be liable to pay or contribute more than its rateable proportion of such loss damage or liability.

8. POSITION AFTER A CLAIM –

- a) The Insured shall not be entitled to abandon any property whether taken possession of by the Company or not.

- b) As from the day of loss the Sum Insured for the remainder of the period of insurance is reduced by the amount of the compensation. To prevent under insurance during the remainder of the current period of insurance the amount insured must be reinstated. The premium will be calculated pro-rata from the day repaired item is again put to work. For subsequent period of insurance the original indemnity and premium are again in force unless circumstances justify an alteration.

9. TRANSFER OF INTEREST –

The insurance granted by this policy shall cease to attach to any items described in the Schedule the interest in which shall pass from the Insured otherwise than by will or operation of law. Unless the consent of the Company for the continuance of the Insurance shall be obtained and signified by endorsement hereon.

10. TERMINATION OF INSURANCE –

This insurance may be terminated at any time at the request of the insured, in which case the Company will retain the premium calculated at the customary short period rate for the time the policy has been in force. This insurance may also at any time be terminated at the option of the Company by 15 days notice to that effect being given to the insured, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

11. RECOURSE –

The Insured shall at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Company in enforcing any right or remedies of obtaining relief or indemnity from parties (other than those insured under this Policy) to which the Company shall be or would become entitled or subrogated upon their paying for or making goods of any loss damage under this policy, whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company.

12. ARBITRATION –

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

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

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

Enclosure B1**ELECTRONIC EQUIPMENT INSURANCE POLICY**

WHEREAS the Insured named in the Schedule hereto has made to _____ Co. Ltd., (hereinafter called 'Company') a written proposal by completing questionnaire, which together with any other statement made in writing by the Insured for the purpose of this Policy is deemed to be incorporated herein.

NOW THIS POLICY OF INSURANCE WITNESSETH that subject to and/or in consideration of the Insured having paid to the Company the premium mentioned in the Schedule and subject to the terms, exclusions, conditions and provisions contained herein or endorsed hereon the Company will indemnify the Insured in the manner and to the extent hereinafter provided.

This Policy shall apply to the Insured items only after successful completion of their performance/acceptance test whether they are at work or at rest or being dismantled for the purpose of cleaning or overhauling or in the course of aforesaid operations themselves or when being shifted within the premises or during subsequent re-erection.

The liability of the Company for any one item of the Insured property shall not exceed in aggregate in any one period of Insurance the sum insured set against such items in the attached Schedule(s) unless the Sum Insured under such item is reinstated after occurrence of a claim for balance period.

GENERAL EXCLUSIONS –

The Company will not indemnify the Insured in respect of loss, damage or liability directly caused by or arising out of or aggravated by -

- a) War, Invasion, Act of foreign Enemy, Hostilities or War Like operations (whether war be declared or not), Civil War, Rebellion Revolution, Insurrection Mutiny, Civil Commotion, Confiscation, Commandeering a Group of Malicious persons or persons acting on behalf of or in connection with any political organization, requisition or destruction or damage by order of any government de-jure or de-facto or any public, municipal or local authority.
- b) Nuclear Reaction, Nuclear radiation or radioactive contamination.
- c) Willful act or willful negligence of the Insured or his representative.;
- d) Cessation of work whether total or partial.
- e) Cost Incurred/time involved in the movement of machinery and/or any other property and/or personnel outside the territorial limits of India other than the cost of delivery of replacements for machinery lost or damaged.
- f) Derangement of the Insured property not accompanied by damage otherwise covered by this policy.

- g) Loss of or damage to the property covered under this policy falling under the terms of the Maintenance Agreement.
- h) Loss destruction or damage directly occasioned by pressure wave caused by aircraft and other aerial devices traveling at Sonic or Supersonic speeds.

In any action, suit or other proceedings where the company allege that by reason of the provisions of the above exclusions any loss, destruction, damage or liability is not covered by this insurance, the burden of proving that such loss, destruction, damage or liability is covered shall be upon the Insured.

GENERAL CONDITIONS –

The due observance and fulfillment of the terms of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the questionnaire and proposal made by the Insured shall be a condition precedent to any liability of the Company.

The schedule and the section(s) shall be deemed to be incorporated in and form part of this policy and expression "this policy" wherever used in this contract shall be read as including the Schedule and the Section(s). Any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule or of the Section(s) shall bear such meaning wherever it may appear.

The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the company to prevent loss, damage or liability and comply with statutory requirements and manufacturers recommendations.

- a) Representatives of the Company shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the company with all details and information necessary for the assessment of the risk.
- b) The Insured shall immediately notify the Company by Telegram and in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the Insured items and the scope of cover and/or premium shall, if necessary, be adjusted accordingly.
- c) No material alteration shall be made or admitted by the Insured whereby the risk is increased unless the continuance of the Insurance be confirmed in writing by the Company.

DUTIES FOLLOWING AN ACCIDENT-

In the event of any occurrence which might give rise to a claim under this Policy, the Insured shall-

- a) immediately notify the Company by telephone or telegram as well as in writing giving an indication as to the nature and extent of loss or damage;
- b) take all steps within his power to minimise the extent of the loss or damage:

- c) preserve the parts affected and make them available for inspection by a representative or Surveyor of the Company;
- d) furnish all such information and documentary evidence as the Company may require;
- e) inform the police authorities in case of loss or damage due to theft or burglary .

The Company shall not in any case be liable for loss, damage or liability of which no notice has been received by the Company within 14 days of its occurrence.

Upon notification being given to the Company under this condition, the Insured may carry out the repair or replacement of any minor damage not exceeding Rs.5,000/- provided that the carrying out of such repairs without prejudice to any question of liability of the Company and that any damaged part requiring replacement is kept for inspection by the Company, but in all other cases a representative shall have the opportunity of inspecting the loss or damage before any repairs or alterations are effected.

The liability of the Company under this Policy in respect of any item sustaining damage shall cease if said item is kept in operation after a claim without being repaired in the satisfaction of the Company or if temporary repairs are carried out without the Company's consent.

RECOURSE-

The Insured shall at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Company in the interest of any rights or remedies, or of obtaining relief or indemnity from parties (other than those insured under this Policy) to which the Company shall be or would become entitled or subrogated upon their 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 the Insured's indemnification by the Company.

ARBITRATION-

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

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

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

FRAUDULENT CLAIMS-

If a claim is in any respect fraudulent, or if any false declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no action or suit is commenced within three months after such rejection or, in case of arbitration taking place as provided therein, within three months after the Arbitrator or Arbitrators or Umpire have made their award, all benefit under this Policy shall be forfeited.

OTHER INSURANCE-

If at the time any claim arises under this Policy there be any other Insurance covering the same loss, damage or liability the Company shall not be liable to pay or contribute more than their rateable proportion of any claim for such loss, damage or liability.

TERMINATION OF INSURANCE

This Insurance may be terminated at any time at the request of the Insured; in which case the Company will retain the premium calculated at the customary short period rate for the time the Policy has been in force. This insurance may also at any time be terminated at the option of the Company, on 15 days notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

SECTION I – EQUIPMENTS

All Electronic equipments like Computers, Medical, Biomedical, Micro- processors; Audio/Visual equipments including the value of Systems Software may be covered under Electronic Equipment Policy. The term equipment shall include the entire computer system consisting of CPU, Keyboards, Monitors, Printers, Stabilizers, UPS, System Software etc.

Dish Antenna is excluded from the scope of cover under this policy. Further portable Electronic Equipments like notebook, lap top computer, sonography are also excluded under EEI Policy.

SCOPE OF COVER –

The Company hereby agrees with the insured (subject to the exclusions & conditions contained herein or endorsed hereon) that if at any time during the period of Insurance stated in the schedule or during any subsequent period for which the insured pays and the Company may accept the premium for the renewal of this Policy, the items or any part thereof entered in the Schedule shall suffer any unforeseen and sudden physical loss or damage from any cause, other than those specifically excluded, in a manner necessitating repair or replacement, the Company will indemnify the Insured in respect of such loss or damage as hereinafter provided by payment in cash, replacement or repair (at their own option) upto an amount not exceeding in any one year of insurance in respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in all the total sum expressed in the Schedule as insured hereby.

SPECIAL EXCLUSION TO SECTION - I

The Company shall not, however, be liable for -

- a) the Excess stated in the Schedule to be borne by the Insured in any one occurrence; if more than one item is lost or damaged in one occurrence, the insured shall not, however, be called upon to bear more than the highest single Excess applicable to such items;
- b) loss or damage caused by any faults or defects existing at the time of commencement of the present insurance within the knowledge of the insured, or his representatives, whether such faults or defects were known to the company or not; loss or damage as a direct consequence of the continual influence of operation (e.g. wear and tear, cavitations, erosion, corrosion, incrustation) or of gradual deterioration due to atmospheric conditions;
- c) any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable loss of or damage to the insured items;
- d) any costs incurred in connection with the maintenance of the insured items, such exclusion also applying to parts exchanged in the course of such maintenance operations;
- e) loss or damage for which the manufacturer or supplier of the insured items is responsible either by law or under contract;
- f) loss of or damage to rented or hired equipment for which the owner is responsible either by law or under a lease and/or maintenance agreement;
- g) consequential loss or liability of any kind or description;
- h) loss of or damage to bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, rubber tyres, exchangeable tools, engraved cylinders, objects made of glass, porcelain or ceramics sieves or fabrics, or any operating media (e.g. lubricating oil, fuel, chemicals);
- i) aesthetic defects, such as scratches on painted polished or enameled surfaces.

In respect of the parts mentioned under i) and j) above the Company shall be liable to provide compensation in the event that such parts are affected by an indemnifiable loss or damage to the insured items.

PROVISIONS APPLYING TO SECTION – I**SUM INSURED –**

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

The sum insured of the equipment insured under this section shall include the value of 'System Software'.

BASIS OF INDEMNITY –

- a) In cases where damage to an insured item can be repaired the Company will pay expenses necessarily incurred to restore the damaged machine to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair-shop customs duties and dues if any, to the extent such expenses have been included in the Sum Insured. If the repairs are executed at a workshop owned by the Insured, the Company will pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges.

No deduction shall be made for depreciation in respect of parts replaced, except those with limited life, but the value of any salvage will be taken into account. If the cost of repairs as detailed hereinabove equals or exceeds the actual value of the machinery insured immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in (b) below.

- b) In cases where an insured item is destroyed, the Company will pay the actual value of the item immediately before the occurrence of the loss, including costs for ordinary freight, erection and customs duties if any, provided such expenses have been included in the sum insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The Company will also pay any normal charges for the dismantling of the machinery destroyed, but the salvage will be taken into account.

Any extra charges incurred for overtime, night-work, work on public holidays, express freight, are covered by this Insurance only if especially agreed to in writing.

In the event of the Makers' drawings, patterns and core boxes necessary for the execution of a repair not being available the Company shall not be liable for the cost of making any such drawings, patterns and core boxes.

The cost of any alterations, improvements or overhauls shall not be recoverable under this policy.

The cost of any provisional repairs will be borne by the Company if such repairs constitute part of the final repairs, and do not increase the total repair expenses.

- c) In cases where the Insured item is subjected to total loss and meanwhile it becomes obsolete, all costs necessary to replace the lost or damaged insured item with a follow-up model (similar type) of similar structure/ configuration (of similar quality) i.e low, average or high capacity – will be reimbursed.

If the sum insured is less than the amount required to be insured as per Provision - 1 hereinabove, the Company will pay only in such proportion as the sum insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.

The Company will make payments only after being satisfied, with necessary bills and documents that the repairs have been effected or replacements have taken place, as the case may be. The Company may, however, not insist for bills and documents in case of total loss where the Insured is unable to replace the damaged equipment for reasons beyond their control. In such cases claims can be settled on 'Indemnity Basis'.

WARRANTY –

It is warranted that the Maintenance Agreement in force at the inception of this policy is maintained during the currency of this policy and no variation in the terms of the Agreement shall be made without the written consent of the Company being obtained.

For the purpose of this warranty the word 'Maintenance' shall mean the following -

- i) Safety checks,
- ii) Preventive maintenance
- iii) Rectification of loss or damage or faults arising from normal operation as well as from ageing.

Section II – EXTERNAL DATA MEDIA**SCOPE OF COVER –**

The Company hereby agrees with the Insured that if the external data media entered in the Schedule inclusive of the information stored thereon, which can be directly processed in EDP systems, shall suffer any material damage caused by peril covered under Section 1 of this Policy, the Company will indemnify the Insured as hereinafter provided in respect of such loss or damage up to an amount not exceeding in any one year of insurance in respect of each of the data media specified in the Schedule the sum set opposite thereto and not exceeding in all the total sum insured hereby, provided always that such loss or damage occurs during the period of Insurance stated in the Schedule or during any subsequent period for which the Insured pays and the Company may accept the premium for the renewal of this Policy. This cover applies while the insured data media are kept on the Premises. Coverage against restoration of data under Section II only to be granted if backup system is available.

SPECIAL EXCLUSIONS TO SECTION II –

The Company shall, however, not be liable for -

- a) the excess stated in the Schedule to be borne by the Insured in any one occurrence;
- b) any costs arising from false programming, punching, labeling or inserting, inadvertent canceling of information or discarding of data media, and from loss of information caused by magnetic fields;
- c) consequential loss of any kind or description whatsoever.

PROVISIONS APPLYING TO SECTION II –**Memo 1 Sum Insured –**

It is a requirement of this Insurance that the sum insured shall be the amount required for restoring the insured external data media by replacing lost or damaged data media by new material and reproducing lost information.

Memo 2 Basis of Indemnity –

The Company will indemnify any expenses that can be proved to have been incurred by the Insured within a period of 12 months as from the date of the occurrence strictly for the purpose of restoring the insured external data media to a condition equivalent to that existing prior to the occurrence and necessary for permitting data processing operations to be continued in the normal manner.

If it is not necessary to reproduce lost data or information, or if such reproduction is not effected within 12 months after the occurrence, the Company shall only be liable to indemnify the expenses incurred for replacing the lost or damaged data media themselves by new material.

As from the date of an indemnifiable occurrence the sum insured shall be reduced for the remaining period of insurance by the amount of indemnity paid, unless the sum insured is reinstated.

Section III – INCREASED COST OF WORKING

Notwithstanding Special Exclusion (i) under Section 1 of this Policy the Company hereby agrees to indemnify the Insured upto but not exceeding the limits of Indemnity stated in the Schedule for all additional costs which the Insured shall incur to ensure continued data processing on substitute equipment if such costs arise as an unavoidable consequence of an indemnifiable loss or damage during the period of insurance to property insured under the Material Damage Section of this Policy.

SPECIAL EXCLUSIONS TO SECTION III –

The Company shall not be liable for -

- i) Costs incurred for use of substitute equipment during the Time Excess stated in the Schedule,
- ii) Costs for replacement of data media, data and regeneration of data,
- iii) Costs arising out of circumstances, which are not connected with the insured material damage. In particular the Company shall not be liable for additional costs arising out of -
 - a) bodily injuries,
 - b) orders or measures imposed by any public authority,
 - c) expansion and improvements of the equipments,
 - d) Lack of funds causing delay in repairs or replacement of damaged equipments,
- iv) Any other consequential loss such as loss of market or interest.

PROVISIONS APPLYING TO SECTION III –

Memo 1 INDEMNITY PERIOD –

The Indemnity Period shall commence with putting into use the substitute equipments. The insured shall bear that proportion of each claim, which corresponds to the Time Excess agreed.

Memo 2 SUM INSURED –

The 'indemnity limit per hour' and 'total sum insured' stated in the schedule shall be declared by the insured. The total sum insured shall represent the aggregate limit of indemnity payable for all events occurring during the period of insurance.

The Company will also reimburse the insured for personnel expenses and costs for transportation of materials following an event giving rise to a claim under this Section of the Policy provided separate sums therefore have been entered in the Schedule.

As from the date of an indemnifiable occurrence the sum insured shall be reduced for the remaining period of insurance by an amount of indemnity paid unless - reinstated by payment of an additional premium prescribed by the Company.

Memo 3 LOSS SETTLEMENT –

The Company shall indemnify those costs and expenses, which can be proved to have been incurred during the indemnity, period to maintain data processing operations to their previous extent, that are additional to those which would have been incurred during the same period if no insured event had occurred.

The total indemnity per event shall not exceed an amount equal to the agreed 'indemnity limit per hour' or the 'actual hourly rate payable for the use of substitute equipments,' whichever is less multiplied by the number of working hours stated as 'Indemnity Period' in the schedule or by the actual number of working hours for which the substitute equipment is put into use, whichever shall be less.

However, if it is found, following an interruption, that the limit selected 'per hour' is less than the amount actually incurred per hour for use of substitute equipment, the Company shall be liable to indemnify the insured in the same proportion as the limit selected 'per hour' bears to the amount actually incurred per hour.

Provided always that –

- i) the interruptions shorter than the Time Excess stated in the schedule shall be excluded from the scope of this Policy and
- ii) in respect of interruptions longer than the Time Excess the insured shall bear that proportion of each claim which corresponds to the Time Excess.

Enclosure - C1

Plate Glass Insurance

Scope:

Loss or Damage to accidental breakage to Fixed or hinged Plate Glass installed at the Insured's Premises not occasioned by happening through or contributed to by:

- Fire or Explosion
- War, and warlike perils, Strike Riot or civil commotion
- Act Of God perils like Earth Quake or Storm, Tempest, Flood and Inundation or other similar convulsions of nature.

Excluding Losses caused by

- Cracked or imperfect Glass
- Damage to Frames or frame works of any description.
- The removal or replacement of any fittings or fixtures in order to replace the glass.
- Consequential loss of any kind.

The claim settlement is on First Loss Basis and no underinsurance is applicable.