


## TIDEL PARK LTD

E-Tender for Standard Fire & Special Perils, Lift (Third Party) Liability and Public Liability Insurance for IT Park at Chennai and 10MW Solar Plant & Accessories at Mariyur Village and 1.25MW Windmill & Accessories at Tirunelveli, MBD, EEI, SCP All Risk, Plate Glass, LED Signage Insurance Policies

	<b>TIDEL Park Ltd</b>
<b>E-Tender for Standard Fire &amp; Special Perils, Lift (Third Party) Liability and Public Liability Insurance for IT Park at Chennai and 10MW Solar Plant &amp; Accessories at Mariyur Village and 1.25MW Windmill &amp; Accessories at Tirunelveli, MBD, EEI, SCP All Risk, Plate Glass, LED Signage Insurance Policies</b>	
<b>TENDER NO.: TIDEL/2023-24/03</b>	
<b>VOLUME – I</b>	
<b>TECHNICAL TENDER</b>	
<b>Date of Issue:</b>	<b>27/07/2023</b>
<b>Date for submission through website</b> <a href="https://www.tntenders.gov.in/">https://www.tntenders.gov.in/</a>	<b>On or before</b> <b>17/08/2023, 15.00hrs.</b>
<b>July 2023</b>	

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### IMPORTANT INFORMATION

Name of Work	Selection of Insurance Company for 1. Standard Fire & Special Perils, Lift (third party) Liability and Public Liability Insurance policies for IT Park at Chennai, 10 MW Solar Power Plant & Accessories at Mariyur village and 1.25 MW Windmill & Accessories at Tirunelveli. 1(A). Business Interruption Insurance for the 10 MW Solar Power Plant & Accessories at Mariyur village and 2. Machinery Breakdown, Electronic Equipment, Special Contingency All Risk, Plate Glass Insurance policies and LED Signage Board Policy for the IT park at Chennai as per the scope of works.
Issue of Tender Documents	<b>Begins on 27/07/2023 &amp; will close on 17/08/2023.</b>
Method of Tender	Open Tender System (e-Tender process) Online submission of Vol – I (Technical Bid) and Vol – II (Financial Bid – BOQ) through Website <a href="https://tntenders.gov.in/">https://tntenders.gov.in/</a>
URL for online Bid submission for e-Tender	<b><a href="https://www.tntenders.gov.in/">https://www.tntenders.gov.in/</a></b>
Estimated value of Assets	A) <b>Rs. 688 Crores</b> (Property coverage for STANDARD FIRE SPECIAL PERILS (excluding Add-On & escalation) for IT Park at Chennai, <b>Rs. 11.0 crores</b> Wind Mill near Tirunelveli and <b>Rs. 65.0 Crores</b> Solar Power Plant at Mariyur village.  1(A) <b>Rs. 10.0 Crores</b> Annual Gross Profit with 12 Months Indemnity Period for the 10MW solar power plant.  B) <b>Rs. 106.24 Crores</b> (MBD, EEI, Special contingency All risk Plate Glass, LED Signage Board)
Period of Insurance:	Fire, Liability Insurance - The existing Insurance expires by mid night of 18.09.2023.  This Tender envisages coverage from 19.09.2023 for a period of one year up to 18.09.2024.

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	<p>New Business Interruption Insurance Policy for the solar power plant synchronizing with the Material Damage Policy, Engineering, All Risk etc. - The existing Insurance expires by mid night of 11.09.2023.</p> <p>This Tender envisages coverage from 12.09.2023 for a period on one year up to 11.09.2024.</p>
Date, Time and Venue of Pre-Bid Meeting	<b>02/08/2023 at 11.30 hrs.</b> at TIDEL Park Ltd., No.4 Rajiv Gandhi Salai, Taramani, Chennai 600 113. Clarifications can also be sought through email before 5.00 pm on 02/08/2023. Email: <a href="mailto:tenders@tidelpark.com">tenders@tidelpark.com</a> , <a href="mailto:md@tidelpark.com">md@tidelpark.com</a> .
Date & Time of closing of online e-tender for submission of Technical and Financial Bids - BoQ.	On or before <b>17/08/2023 at 15.00 hrs.</b>
Opening of Technical bid electronically	<b>18/08/2023 at 16.00 hrs.</b> in the Office of TIDEL Park Ltd., No.4 Rajiv Gandhi Salai, Taramani, Chennai 600 113.
Documents to be Uploaded	Technical Bid with necessary annexures and other documents.
Validity of the tender	120 days from the date of opening of financial bid.

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### TENDER NOTICE

	<p style="text-align: center;"><b>TIDEL Park Ltd</b> (An ISO 9001/14001 Company) No.4, Rajiv Gandhi Salai, Taramani, Chennai – 600 113. Phone : 044 2254 0500 / 501 <a href="mailto:md@tidelpark.com">md@tidelpark.com</a>, <a href="mailto:tenders@tidelpark.com">tenders@tidelpark.com</a> <a href="http://www.tidelpark.com">www.tidelpark.com</a></p>
<p style="text-align: center;"><b>Tender No: TIDEL/2023-2024/03</b></p> <p>TIDEL Park Limited invites E-Tender for Standard Fire &amp; Special Perils, Lift (Third Party) Liability and Public Liability Insurance for IT Park at Chennai and 10MW Solar Plant &amp; Accessories at Mariyur Village and 1.25MW Windmill &amp; Accessories at Tirunelveli, MBD, EEI, SCP All Risk, Plate Glass, LED Signage Insurance Policies</p> <p>For more details and participation in the above e-tender, please visit the website <a href="https://www.tntenders.gov.in/">https://www.tntenders.gov.in/</a>. last date for online submission of duly filled in tender documents is 3.00 p.m. on 17/08/2023. TIDEL reserves the right to accept /reject any one/all tenders without assigning any reason thereof.</p> <p style="text-align: right;"><b>MANAGING DIRECTOR</b></p>	

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### Pre – Qualification Criteria

TIDEL Park Limited invites e tender for selection Insurance company for Standard Fire & Special Perils, Lift (third party) Liability and Public Liability Insurance for IT Park at Chennai, 10 MW Solar Power plant & accessories at Mariyur village and 1.25 MW Windmill & accessories at Tirunelveli as per the scope of work. The Insurer should meet the following pre-qualification criteria as on 31/03/2023

- (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 Ten Years in India. Proof of document is to be enclosed.
- (iii) The insurer must provide an undertaking,
  - (a) That they have underwritten Multistoried Building risks for a Sum Insured value of **Rs.700 Crores** and above in single location for at least two annual policy periods during last five years. Proof of such policy should be enclosed.
  - (b) That they should be eligible and authorized to underwrite TIDEL Park Ltd Risks as per IRDA statutory guidelines. Proof of such policy should be enclosed. (Standard Fire & Special Perils insurance policy)
- (iv) The insurer must provide an undertaking that they have underwritten similar risks for a Sum Insured value of **Rs. 110 Crores** (total Sum Insured for the above cluster of Insurances proposed) and above for at least two annual policy periods during the last Ten Years and can underwrite the proposed TIDEL risks per IRDA statutory guidelines. (Engineering insurance policy)
- (v) 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.
- (vi) The insurer must have an office in Chennai, which can underwrite the risks. A declaration to this effect is to be enclosed by indicating the Chennai office address, phone, fax and email.
- (vii) 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 company of long standing experience and capability in the Insurance of similar Multistoried Buildings.

The applicant should submit balance sheet and profit & Loss accounts, audited and certified by chartered accountant for the last three years from 2020-21 up to 2022-23.

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### CONTRACT DATA

#### SUMMARY OF GENERAL INSTRUCTIONS & NOTICE INVITING TENDER

1.	Tender Document Available to download	<b>27.07.2023 to 17.08.2023</b>
2.	Method of Tender	Open Tender System (e-tender process) (Online submission of Volume-I (Technical Bid) and Volume-II (Financial Bid-BOQ) through Website <a href="https://www.tntenders.gov.in/">https://www.tntenders.gov.in/</a>
3.	Earnest Money Deposit	NIL
4.	URL for online bid submission for e-tender.	<a href="https://www.tntenders.gov.in/">https://www.tntenders.gov.in/</a>
5.	Address for any clarification	Managing Director, TIDEL Park Ltd, I Floor, Rajiv Gandhi Salai, Taramani, Chennai - 600 113. Any clarification in the tender shall besought through e-mail before <b>5.00 PM on 02/08/2023</b> . email: <a href="mailto:tenders@tidelpark.com">tenders@tidelpark.com</a> , <a href="mailto:md@tidelpark.com">md@tidelpark.com</a> . <b>Pre-bid meeting will be conducted in TIDEL Park Ltd administrative office on 02/08/2023 at 11.30 hrs.</b>
6.	Bid Submission Start Date	<b>08/08/2023 at 10.00 A.M</b>
7.	Date of closing of online e-tender for submission of Technical and Financial Bids-BOQ	<b>17/08/2023, up to 3.00 P.M</b>
8.	Date & time of opening of technical tender electronically	<b>18/08/2023, 4.00 P.M</b>
9.	Documents to be uploaded	Technical Bid with necessary annexure and other documents to be uploaded (Vol-I), Price should be quoted online as per BOQ (Volume-II)
10.	Tender Validity	120 days from the date of opening of price bid
11.	Signing of Agreement	The Contract is concluded by issuing LoA and the Contractor has to comply with the requirements as per the Tender including signing of agreement within Ten days from the date of LoA.

Place:

Date :

Signature of the  
Tenderer/Contractor

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### GENERAL INSTRUCTIONS

#### 1. Introduction:

The bidding under this contract is electronic bid submission through website <https://tntenders.gov.in/only>. Detailed guidelines for viewing bids, enrollment and submission of online bids are given on the website. The tender notice is also available in <https://www.tidelpark.com>. Prospective bidders can login to this website and view the invitation for Bids and can view the details of works for which bids are invited. The website <https://tntenders.gov.in/also> has “bidder manual kit” with detailed guidelines on enrolment and participation in the online bidding process. The user manuals can be downloaded for ready reference. Queries pertaining to the e- tendering system may be addressed to the e-Tender Cell by sending an E-Mail to [etender@tn.nic.in](mailto:etender@tn.nic.in).

#### 2. Registration:

- i) The bidders can enroll themselves on the website <https://tntenders.gov.in> using the “Online Bidder Enrollment”. This enrollment is free at this point of time.
- ii) The bidders are required to have enrollment/registration in the website by clicking on the link “Online bidder enrollment” which is free of charge.
- iii) As part of the enrollment process, the bidders are required to choose a unique username and assign a password for their accounts.
- iv) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These details would be used for any communication from the e-Portal.
- v) Possession of valid Digital Signature Certificate (DSC) (Class III Certificates with signing key usage) in the Company’s name issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), is a prerequisite for registration and participation in the bid submission activities.
- vi) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC to others which may lead to misuse.
- vii) Bidder can login to the site through the secured login by entering their user ID / password and the password of the DSC / e-Token.

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viii) The website also has user manuals with detailed guidelines on enrollment and participation in the online bidding process which can be downloaded for ready reference.

ix) Correspondence details:

For queries related to registration and online bidding (NIC): e-mail: <a href="mailto:support.etender@nic.in">support.etender@nic.in</a> Contact No.: 044-24466495, 24902580, Ext:332 24917850	For queries related to tender enquiry / specification: 044-22540500 Email: <a href="mailto:tenders@tidelpark.com">tenders@tidelpark.com</a> ,
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### 3. Searching for Tender Documents

- i) There are various search options built in the Website, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc.
- ii) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective "My Tenders" folder. This would enable the Tamil Nadu Govt. e-Procurement Portal, to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- iii) The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk (NIC).

### 4. Preparation of Bids

- i) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- ii) Bidders are requested to go through the NIT and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- iii) Bidder, in advance, should keep ready the bid documents to be submitted as indicated in the tender document and generally, they can be in PDF / XLS formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of

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uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My space or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. Anyhow, over and above the documents available in “My Space” option, it is the sole responsibility of the bidder to ensure the uploading /submitting required documents as called for in the tender.

- v) The completed bid comprising scanned copy of necessary technical and commercial documents should be uploaded on the website along with signed and scanned copies of requisite certificates, mentioned in the different sections in the tender document, with necessary attestation wherever called for, in the tender.
- vi) The bidder should submit the bid in two Volumes.  
**The first volume relates to Technical Bid submitting all the required details and documents complying with all the eligibility conditions and the other tender conditions/instructions in PDF Format.**

**The second volume relates to Financial Bid (BOQ) furnishing the rate for each item in XLS Format.**

### **5. Electronic submission of bids:**

**The bidder shall submit online the requirements under qualification criteria, the Technical Documents required and Price Schedule/BOQ. All the documents are required to be signed digitally by the bidder. After electronic online bid submission, the system generates a unique bid reference number which is time stamped. This shall be treated as acknowledgement of bid submission.**

### **6. Procedure for submission of bids:**

- i) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- ii) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

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- iii) Bidder has to select the payment option as “pay online” to pay the EMD amount. Only after payment of EMD, bidder will be able to encrypt/upload their bids. The contracting authority is not responsible for any sort of difficulty faced/failure in submission of bids online by the bidder.
- iv) A BOQ format for the price bid has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the BOQ format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the colored (Unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- v) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- vi) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers’ public keys.
- vii) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- viii) Upon the successful and timely submission of bids, (i.e. after clicking “Freeze Bid submission” in the portal) the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- ix) The bidder is responsible to ensure they have sufficient time to submit an electronic bid prior to closing date and time including the payment of any fees including the Bid security and getting e-receipt. Contracting authority is not responsible for any failure, outside their control.

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- x) TIDEL Park Ltd may, at its discretion, extend the deadline for the submission of bids by amending the bidding document, in which case all rights and obligations of TIDEL Park Ltd and bidders subject to the previous deadline shall thereafter be subject to the extended deadline.

### **7. Late Bids**

**The Electronic bidding system would not allow any late submission of bids after due date and time as per server time. The server time shall be treated as final and Bidding. If any bid reaches the server after the bid closing time as per the server time, the same will not be recorded and no complaints in this regard shall be entertained.**

### **8. Modification and withdrawal of bids:**

- i) Bidders may modify their bids online before the deadline for submission of bids.
- ii) In case a bidder intends to modify his bid online before the deadline, the bidder need not make any additional payment towards the cost of bid processing. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. Modification and consequential re-submission of bids is allowed any number of times. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. The bidder may withdraw his bid by uploading his request before the deadline for submission of bids, however, if the bid is withdrawn, the re-submission of the bid is not allowed.
- iii) No bid may be modified after the deadline for submission of Bids.

### **9. Assistance to Bidders:**

**Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.**

**Any queries relating to the process of online bid submission or queries in general may be directed to the 24x7 Central Public Procurement Portal Helpdesk.**

- 10. TIDEL does not bind itself to accept the lowest or any tender and reserve to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so. Offers of Bidders who are under suspension / termination / banned / blacklisted by any PSU / Govt. Dept. or otherwise shall not be considered / accepted.**

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### 11.

- a) The tender form must be filled in English. If any of the documents is missing, or unsigned, TIDEL, in its discretion may consider the tender invalid. All the pages of tender including pre bid clarification are to be signed and uploaded. If any missing of pages will lead to rejection of tender at initial stage itself.
- b) Any items left unpriced shall be deemed to be included for elsewhere in the BOQ or the schedule and hence the rate for that item will be taken as nil. No unsolicited advice of any change in rate or conditions after the opening of the tender will be entertained.
- c) The rate quoted includes all expenses, cost of Manpower, tools & equipment etc., including overheads and profits for the lump sum prices quoted in the Bill of Quantities. However, statutory payment for taxes and levies such as Income Tax (TDS), surcharges, other taxes, if any, etc., will be deducted from bills at applicable rates prevailing from time to time. Taxes and Duties if any, introduced by the Govt. during the course of the contract will become payable.
- d) Each page of the tender documents should be signed by the person or persons with seal of authority submitting the tender in token of his/their having acquainted himself/themselves with the General Conditions of Contract, Specifications, Special Conditions, etc., as laid down. Tender documents not so signed will be rejected. Any additions/deletions/corrections/ omissions/modifications/clarifications in the tender document will be intimated to the tenderer at the time of pre-bid meeting and the same will also form part of the tender document.

### 12. Rejection of Tender

- a) Tender will be summarily rejected if,
  - i) Received by Post / Courier / telex / telegram / Fax / E-mail/ any other mode other than e-submission.
  - ii) Not accompanied with attested copies of evidences for meeting the bid qualification requirement
  - iii) Does not meet Bid Qualification Requirement.
  - iv) Received from any blacklisted firm or contractor.
  - v) Received from a tenderer whose past performance is not satisfactory.
  - vi) The documents furnished with the offer being found to be bogus or the documents contain false particulars.
  - vii) Price is indicated in Technical Bid
  - viii) Incomplete and evasive offer.

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## TIDEL PARK LTD

**E-Tender for Standard Fire & Special Perils, Lift (Third Party) Liability and Public Liability Insurance for IT Park at Chennai and 10MW Solar Plant & Accessories at Mariyur Village and 1.25MW Windmill & Accessories at Tirunelveli, MBD, EEI, SCP All Risk, Plate Glass, LED Signage Insurance Policies**

- ix) Not in the prescribed Form & Procedure
- x) If at any stage before the acceptance of tender, it comes to the notice of the competent authority that the tenderer has been blacklisted / banned by any State / Central Government organizations, PSUs, institutions or joint ventures or associates of TIDEL Park Ltd and its promoters, or has left incomplete any contract awarded by these entities.
- b) Tender is LIABLE for rejection if,
  - i) Received without GSTIN NUMBER
  - ii) Not in conformity with TIDEL Park Ltd commercial terms
  - iii) With validity period less than that specified in the specification.
  - iv) Not containing all required particulars
- c) **Applicants shall be disqualified at any stage at their risk and cost if they are found to have**  
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.
  - iii) Only Registered Insurance Companies can participate in the Tender. Insurance Aggregators, Agents, Bank Assurance, Intermediaries cannot participate in the Tender.
  - iv) Wrong or misleading rating without understanding the correct occupancy of the Risk.
  - v) Non Compliance of requirements under IRDA and other guidelines including Risk Occupancy Certification (refer section 1.13a under Standard Fire & Special Perils insurance coverage details i.e. page No.66 & 67) or any other requirements.
  - vi) The tender submits more than one (multiple) Tender representing same insurance company with different Branch/Division should submit the respective Tender along with NOC/Authorization letter from their regional Office.
  - vii) The rates quoted more particularly and not limited for Terrorism Insurance should be as per tender requirements and no Reinsurance driven quotes will be accepted if found in Price Bid and the Tender will be outright rejected at any stage during the process.

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### **13. Modifications/Clarifications to Tender Documents:**

- i) At any time after the commencement of e-Tender and before the closing of the event, TIDEL Park Ltd may make any changes, modifications or amendments to the tender documents and same will be intimated to the concerned through corrigendum which can be downloaded from the login.
- ii) In case any tenderer asks for a clarification on the tender documents before the date specified, TIDEL Park Ltd will clarify the same.
- iii) If any tenderer raises clarifications after the opening of the tender, the clarification issued by TIDEL Park Ltd will be final and binding on the Tender.
- iv) All information in the tender offer shall be in ENGLISH only. It shall not contain interlineations, erasures or overwriting except as necessary to correct errors made by the tenderer. Such erasures or other changes in the tender documents shall be attested by the persons signing the tender offer.

### **14. Quotation of Rates**

- i) Rates should be quoted in figures i.e., integers only.
- ii) Offers giving lump sum price, without giving their breakup as per details indicated in the BOQ, shall be liable for rejection.

### **15. Incomplete Tenders**

Tender, which is incomplete, obscure or irregular will be rejected.

The tender offer shall contain full information asked for, in the accompanying schedules and elsewhere in the specification.

Tenderers shall bear all costs associated with the participation in the e-Tender and TIDEL Park Ltd will in no case be responsible or liable for these costs.

No offer shall be withdrawn by the Tenderer in the interval between the deadline for submission and the expiry of the period of validity specified / extended validity of the tender.

#### **Tender Opening**

#### **Opening of Technical Bids (Vol-I):**

The Tender offer except price Bid will be opened electronically at 16.00 hrs. on the date notified by TIDEL Park Ltd through <https://tntenders.gov.in/>.

Tenderers need not visit this office during tender opening, whereas tenderers can witness the tender opening event through their login.

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## TIDEL PARK LTD

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### **Opening of Price Bids (Vol - II):**

The date and time of opening of Price Bids shall be later notified through registered e-mail to the Bidders who fulfil the pre-qualification criteria and whose bids are found to be technically acceptable.

In the event of the opening day of the tender if declared as a holiday / closed day/ or if tenders could not be opened due to unforeseen circumstances on that day, such as majeure, the tenders will be opened on the next appointed time and date to be notified later.

In case, two or more technically qualified bidders quote the same amounts in the Financial/Commercial Bid, which is the Lowest (i.e. L1), then the tender would be Awarded based on the assessment of PQ conditions.

### **16. Information required and clarifications**

In the process of examination, evaluation and comparison of tender offers, TIDEL Park Ltd may at its discretion, ask the Tenderer for a clarification of the offers. All responses to requests for clarifications shall be in writing to the point only. No change in the price or substance of the offer shall be permitted.

TIDEL Park Ltd will examine the tender offers to determine whether they are complete, whether any computational errors have been made, whether required documents have been furnished, whether the documents have been properly signed and whether the offers are generally in order.

The Tender offers shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award / rejection is made by the Tender Accepting Authority to the tenderers.

The Tenderers shall not make attempts to establish unsolicited and unauthorized contact with the Tender Inviting Authority, Tender Accepting Authority or Tender Scrutiny Committee after the opening of the tender and prior to the notification of the award and any attempt by any tenderers to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the tenderer.

Mere submission of any Tender offer connected with these documents and Specification shall not constitute any agreement. The tenderer shall have no cause of action or claim, against TIDEL Park Ltd for rejection of their offer. TIDEL Park Ltd shall always be at liberty to reject or accept any offer or offers at its sole discretion and any such action will not be called into question and the Tenderer shall have no claim in that regard against TIDEL Park Ltd.

### **17. Negotiation**

Negotiation will be carried out with the L1 tenderer after opening of tenders.

TIDEL Park Ltd reserves the right to carry out negotiation with the tenderer after opening of price bid.

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### 18. Final Decision-Making Authority

TIDEL PARK LTD. reserves the right to accept or reject any of the applications / tender(s) without assigning any reasons thereof. TIDEL PARK LTD reserve the right to increase or decrease the scope of work and may split the scope of work and award the works to one or more agencies and as deemed necessary by TIDEL PARK LTD, decision of TIDEL PARK LTD is final and binding.

All tenders, documents and other information submitted by the bidders to TIDEL shall become the property of TIDEL. Bidders shall treat all information furnished as strictly confidential. TIDEL will not return any submission.

### 19. Pre-bid Meeting and Clarifications

Pre-Bid Meeting will be held at **02/08/2023 on 11:30 A.M** at TIDEL PARK Ltd, No.4, Rajiv Gandhi Salai, Taramani, Chennai 600 113. Clarifications required by the Tenderers may be sought in writing from TIDEL PARK Ltd before or during the Pre-bid Meeting. Clarifications issued by TIDEL PARK Ltd and the minutes of Pre-Bid Meeting, which form part of the contract documents shall be uploaded in NIC e-portal. No queries written or oral shall be entertained after the Pre-bid Meeting.

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## TIDEL PARK LTD

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### INFORMATION AND INSTRUCTIONS TO APPLICANT COMPANIES

#### 1.0 General

- 1.01 The applicant companies 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 company. Applications made by telegram, fax, e-mail or telex and those received late may not be considered.
- 1.02 All information shall be furnished in English.
- 1.03 The Application shall be typewritten. The applicant company's name shall appear on each page of the application.
- 1.04 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.
- 1.05 References Information and Certificates from the respective clients certifying suitability, technical know-how or capability of the applicant company shall be signed by the authorized signatory of client.
- 1.06 The applicant company 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 Limited.
- 1.07 The cost incurred by applicant companies in preparing their application, in providing clarifications or attending discussions, conferences in connection with this document will not be reimbursed by the TIDEL Park 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 company / Bidder / tenderer: means proprietary company, company in partnership, limited company or Public Sector corporation applying to become eligible to tender.

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## TIDEL PARK LTD

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### 3.0 Method of Applying

- 3.01 Selection will be made by TIDEL Park Limited 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

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

### 5.0 Provisional Particulars

The particulars of the proposed work given herein must be considered only as an 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 **11 AM to 4 PM up to 14/8/2023**.

### 7.0 Submission of Tender Documents

- 7.01 To be eligible for qualification, applicants shall provide evidence to suitability of their meeting the Criteria indicated in **Pre-qualification criteria (Page No.: 6)** 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:
- Copy of valid IRDA approval
  - Proof of document for being in Non-Life business in India for 10 years. (Commencement of Business/Certificate of Registration),
  - Proof of policy for having underwritten Multistoried Building risks of sum insured value of **Rs. 110 Crores** in single location for at least two annual policy period during last 10 years in case of Machinery Break down policy.

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- iv) Proof of policy for having underwritten Multistoried Building risks of sum insured value of **Rs. 700 Crores** on annual basis during the last 5 years at least two Annual policies in case of Standard Fire and Special perils policy.
- v) Declaration on not having black listed/delisted or put to any holiday during the last 3 years.
- v) Declaration indicating Chennai office address.
- vii) Undertaking letter for having capacity and undertaking to underwrite 100% of total business.

### 8 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.

### 9 Time Schedule

As Indicated the successful Bidder should issue the **Held Cover Letter** immediately and also to submit Insurance Policies within **7 days** from the date of Letter of Award (LoA).

### 10 Terms of Premium Payment:

The accepted premium value will be paid along with LOA

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### SPECIAL CONDITIONS OF CONTRACT

#### INSTRUCTIONS TO TENDERERS

1. 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.
2. 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.
3. 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
4. All corrections and insertions shall be duly counter-signed by the authorized signatory of the underwriter.
5. 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 Ltd in no way will be responsible for such violations.
6. TIDEL Park 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.
7. 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.
8. 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 Ltd
9. TIDEL Park 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.
10. 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 Ltd and successful bidder.

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**INSURANCE COVER DETAILS OF**  
**MBD , EEI, SPECIAL CONTINGENCY**  
**ALLRISK, PLATE GLASS,LED SIGNAGE**  
**FOR THE IT PARK AT CHENNAI**

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### MBD INSURANCE COVERAGE DETAILS

#### 1.01 TYPE

- a) Machinery Breakdown,
- b) Electronic Equipment,
- c) Special Contingency All Risk
- d) Plate Glass
- e) LED Signage Boards

#### 1.02 NAMED INSURED

TIDEL Park Ltd., a company incorporated in the year 1996 as a public limited company under the companies Act, 1956. The company is hereby called as “TIDEL”.

#### 1.03 UNDERWRITING INFORMATION

##### 1.03.01 IT PARK:

TIDEL Park Ltd., has constructed a state-of-the-art Multi-story I.T Park, with built up area of 1.3 million sq.ft., which is located on IT Corridor at Taramani, Chennai. TIDEL provides quality business space for IT /ITES companies since October 2000. The building consists of various Electrical, Mechanical, and communication facilities. TIDEL has obtained ISO 9001:2015, ISO 14001:2015 and ISO 45001:2018 certification.

##### 1.03.02 Operations and Maintenance contracts for equipment for IT Park Chennai:

TIDEL has entered into Operation and Maintenance Contract (O&M) with Contractors as detailed below:

Sl. No.	Name of Contract Company	O&M Contract
1	M/s. Kone Elevator India Pvt Ltd	Lifts & Escalators - <b>Comprehensive</b>
2	M/s. Envirotech Services	Electrical
3	M/s. Safe Infratech	Fire Protection System - <b>Comprehensive</b>
4	M/s. Envirotech Services	D.G sets
5	M/s. Envirotech Services	Air conditioning & Mechanical Ventilation
6	M/s. Honeywell Automation India Ltd	Integrated Building Management System
7	M/s. Space Reach	Facade Access and Cleaning System
8	M/s. Ensys Technologies India Pvt Ltd	Sewage Treatment Plant

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TIDEL 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) Emulsifier 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 two no. exclusive fire water compartments of total capacity 6,15,000 liters. The fire water compartments are common to meet the requirement of hydrant, sprinkler and emulsifier system.
- (g) Two no. tanks of capacity 50,000 liters (each) shall be provided, at the terrace level of block A and block D. Water supply for the terrace pumps shall be fed from the respective terrace tanks.

### **1.04 PERIOD**

The period of Insurance shall be from 00.00 hrs. on 12.09.2023 to 24.00 hrs. of 11.09.2024 for a period of One Year

### **1.05 INTEREST**

Equipment, fixed and movable assets located in the above premises.

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

<b>Enclosure A</b>	<b>Machinery Breakdown</b>
<b>Enclosure B</b>	<b>Electronic Equipment</b>
<b>Enclosure C</b>	<b>Special Contingency All Risk</b>
<b>Enclosure D</b>	<b>Plate Glass</b>
<b>Enclosure E</b>	<b>LED Signage Boards</b>

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**1.06 GEOGRAPHICAL AREA**

India

**1.07 JURISDICTION**

Worldwide for movable equipment's

**1.08 PREMIUM**

(Please specify the Tariff Premium, Rate, Discount & GST)

**1.09 DEDUCTABLE**

Please specify the deductible

**1.10 CLAIMS EXPERIENCE (Status as on 12.07.2023)**

Sl. No.	Policy Year	Premium Amount (in Rs.) (Inclusive of as applicable Taxes)	Claims settled Amount (in Rs.)	Remarks
1	2001-02	38,06,434	2,75,816	
2	2002-03	24,30,146	13,81,320	
3	2003-04	28,45,482	9,38,184	
4	2004-05	25,66,676	5,22,670	
5	2005-06	28,90,667	23,71,801	
6	2006-07	25,57,640	16,22,507	
7	2007-08	14,38,442	20,99,755	
8	2008-09	8,63,368	13,95,125	
9	2009-10	13,49,977	27,85,113	
10	2010-11	48,38,938	9,96,555	
11	2011-12	38,36,887	18,25,792	
12	2012-13	43,78,217	41,00,912	
13	2013-14	29,77,539	16,05,407	
14	2014-15	34,00,000	51,29,860	
15	Jul -Sep 2015	12,07,368	41,858	Short Term - 2Months
16	2015-16	27,00,000	8,96,270	
17	2016-17	14,13,971	13,50,143	
18	2017-18	9,25,000	17,52,110	
19	2018-19	8,20,776	4,85,618	
20	2019-20	11,38,734	29,20,831	
21	2020-21	4,720	7,01,878	
22	2021-22	708	3,64,453	
23	2022-23	58,194		

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### NOTE:

Pending claim amount approximately **Rs 9,95,802/-** as on 13.07.2023.

### **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 COST (Rate per Mile)
1.	
2.	
3.	

(Signature of the Bidder)

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

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### 1.12 MACHINERY INSURANCE POLICY

<b>PROPOSAL FORM UNDER "RE-INSTATEMENT VALUE" MACHINERY INSURANCE POLICY FOR THE YEAR 2023-24 FOR TIDEL PARK LTD.</b>		
<b>Sl. No.</b>	<b>Description</b>	<b>Sum insured</b>
<b>1</b>	<b>Coverage as per standard MBD insurance policy of IRDA – Enclosure A1</b>	
<b>Total sum insured as per the MB list provided as Enclosure A</b>		<b>Refer Volume 2</b>

### 1.13 ELECTRONIC EQUIPMENT INSURANCE POLICY

<b>PROPOSAL FORM UNDER "RE-INSTATEMENT VALUE" ELECTRONIC EQUIPMENT INSURANCE POLICY FOR THE YEAR 2023-24 FOR TIDEL PARK LTD..</b>		
<b>Sl. No.</b>	<b>Description</b>	<b>Sum insured</b>
<b>1</b>	<b>Coverage as per standard EEI insurance policy of IRDA Enclosure B1</b>	
<b>Total sum insured as per the EEI list provided as Enclosure B</b>		<b>Refer Volume 2</b>

### 1.14 SPECIAL CONTINGENCY ALL RISK INSURANCE

<b>PROPOSAL FORM UNDER "RE-INSTATEMENT VALUE" SPECIAL CONTINGENCY ALL RISK INSURANCE FOR THE YEAR 2023-24 FOR TIDEL PARK LTD..</b>		
<b>Sl. No.</b>	<b>Description</b>	<b>Sum insured</b>
	<b>Coverage as per the scope and exclusions defined in Enclosure C1.</b>	
<b>Total sum insured as per the Special Contingency All Risk list provided as Enclosure C</b>		<b>Refer Volume 2</b>

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### 1.15 PLATE GLASS INSURANCE

<b>PROPOSAL FORM UNDER PLATE GLASS INSURANCE FOR THE YEAR 2023-24 FOR TIDEL PARK LTD..</b>		
<b>Sl. No.</b>	<b>Description</b>	<b>Sum insured</b>
<b>1</b>	<b>Coverage as per the scope and exclusions defined in Enclosure D1.</b>	
<b>Total sum insured as per the Plate Glass Insurance provided as Enclosure D</b>		<b>Refer Volume 2</b>

### 1.16 LED SIGNAGE BOARDS INSURANCE

<b>PROPOSAL FORM UNDER LED SIGNAGE BOARDS INSURANCE FOR THE YEAR 2023-24 FOR TIDEL PARK LTD..</b>		
<b>Sl. No.</b>	<b>Description</b>	<b>Sum insured</b>
<b>1</b>	<b>Coverage as per the scope and exclusions defined in Enclosure E1.</b>	
<b>Total sum insured as per the Plate Glass Insurance provided as Enclosure E</b>		<b>Refer Volume 2</b>

### 1.16. AGREEMENT

A draft Agreement is enclosed (Page No. 29 to 35)

### 1.17. SCHEDULE OF RATE FOR MANPOWER

Rates for TIDEL is enclosed as Annexure – 1 (Page No. 36)

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### AGREEMENT

This Agreement made on this -----<sup>th</sup> ----- 2023, between M/s TIDEL Park Ltd having its registered office at 1<sup>st</sup> Floor, No.4, Rajiv Gandhi Salai, Taramani, Chennai 600 113 represented by Mr.-----, Managing Director (hereinafter called the “Owner”) of the one part

And

M/s ----- Insurance Company Limited, having their Registered Office at -- ----- and represented by its Branch office at “represented by its ----- (hereinafter called the “Insurer”) of the other part, for the Machinery Break Down (MBD), Electronic Equipment Insurance (EEI), Plate Glass (PG), Special Contingency and LED Sign insurance policies (hereinafter collectively known as “Engineering and Miscellaneous Insurance Policies”).

Whereas the Owner had issued Tender for procuring insurances of various types for its various machinery and equipment located at its premises at No. 4, Rajiv Gandhi Salai, Taramani, Chennai – 600113 and the registered General Insurers with IRDA had offered quotes in response thereto.

And whereas, the quote offered by the Insurer and on further negotiation is found to be acceptable to the Owner.

And Whereas the Owner and the Insurer have agreed among themselves that the Insurer shall offer all services under the Insurance Policies on its own behalf as well as settle all claims as per the terms of this agreement.

And Whereas the Insurance Policies taken by the Owner for its properties in TIDEL Park, No.4, Rajiv Gandhi Salai, Taramani, Chennai 600 113, expired at 24:00 hrs. midnight of 11.09.2023 and the Owner renewed the policy for a period of one year with effect from the time of expiry (i.e., from 00:00 hrs. midnight on 12.09.2023 to 24:00 hrs. midnight of 11.09.2024) and the Insurer, hereby offered for the insurance coverage at the rates and terms & conditions hereafter contained

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in this MOU, in the Bill of Quantities (BOQ) given in Financial Tender and in the Manpower Rates given in (as mentioned in Page No. 36) and the Owner hereby accepts the offer.

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

2)

Sl. No	Name of Contract Company	O&M contract
1	M/s. Kone Elevator India Pvt Ltd	Lifts & Escalators - <b>comprehensive</b>
2	M/s. Envirotech Services	Electrical
3	M/s. Safe Infratech	Fire Protection System - <b>comprehensive</b>
4	M/s. Envirotech Services	D.G sets
5	M/s. Envirotech Services	Air conditioning & Mechanical Ventilation
6	M/s. Honeywell automation India ltd	Integrated Building Management System
7	M/s. Space Reach	Facade Access and Cleaning System
8	M/s. Ensysis Technologies India Pvt Ltd	Sewage Treatment Plant

3) The Insurer acknowledges that TIDEL 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 prorata 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.

4) 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.

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### 5) 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 procedures.

TIDEL is having Annual Maintenance Contract with OEM / their authorized representative for all major machines and machine systems. The contract may be Comprehensive or Labour alone as the case may be. In case of a claim, if the contract is Labour alone AMC, TIDEL will be able to give Bills or Invoice for Materials only and the Labour, engineer & supervision Bills will not be given by OEM or their authorized representative. In such a case, TIDEL will give a certified Voucher for Labour including supervision charges incurred by TIDEL which will be as per the agreed man power rates as specified **in Annexure 1** to this Agreement and as incurred for the particular Breakdown repair and reinstatement. The same will have to be admitted in full without any depreciation what so ever by the Surveyor and paid by the Insurer.

#### 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 TIDEL lodges any claim under MBD / EEI / PG / Special Contingency / Neon Sign policies, the nature of repairs can be verified at site by the surveyor(s) nominated by the insurance company.

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- **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 O&M contractors, the nominated surveyors may verify the same and recommend the claim of Man Power Cost based on the Labour, engineer & supervision Utilization certificate and statement furnished by TIDEL based on the Manpower Rates as per **Annexure 1** to this Agreement. No depreciation or reduction in the man-hours or rates should be done by the surveyor or Insurer and the Labour, engineer & supervision cost should be admitted and paid in full.

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 (as mentioned in Page No. 36 of 96), 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 Performa Invoice / Bills for claim processing.

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c) Settlement Period

All the settlement has 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 Volume II (Financial Tender), 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 there on 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 -----(refer Technical Tender) and as per the enclosed Annexure – I.

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.

<b>Surveyor Company Name</b>	<b>Contact Person</b>	<b>Contact No</b>	<b>E-mail-ID</b>

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

<b>Contact Person</b>	<b>Designation</b>	<b>Contact No</b>	<b>E-mail-ID</b>

- 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 Equipment**

It is agreed and accepted that only in case of total Loss Claims Depreciation will be applicable and for repair or partial Loss claim no depreciation will be applied excepting for Items with very limited life like Bearings etc. Where ever the surveyor treats the claim as a Total Loss claim and adjust the Loss by applying depreciation the same will have be discussed by the appointed surveyor / Surveyors with TIDEL and TIDEL will have to agree with such depreciation percentage duly supported by Logical reasons by the surveyor. In no other case depreciation is applicable on the Material value of the claim and as well as labour value of the claim and the Surveyor / Insurer will have to admit and pay the claim in full.

- i) **The Sum Insured under various Sections:**

The Sum Insured declared under MBD, EEI & Special Contingencies All Risk 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.

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**k) Engineer / supervisor charges:**

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

l) All disputes and differences of any kind arising out of this Agreement shall deemed to be arisen at Chennai and only Courts in Chennai shall have jurisdiction to redress / resolve the same.

m) In witness where off the Owner and Insurer hereto have carried the Agreement to be executed on the date firstly written by their duly Authorized representatives.

**For and on behalf of the**

**For and on behalf of the**

**TIDEL PARK LTD.**

----- **Insurance Company Ltd**

**Name:**

**Name:**

**Designation:**

**Designation:**

**Address:**

**Address:**

**WITNESSES:**

1. Signature

Signature

Name

Name

Occupation

Occupation

Address

Address

2. Signature

Signature

Name

Name

Occupation

Occupation

Address

Address

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### Annexure – I

#### Annexure I to the MOU dated ----.2023

(Refer Clause 5(d))

#### Man Power rates for TIDEL Operations

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 1<sup>st</sup> July '2023, an additional 0.055% per Month will be added.

Sl. No.	Categories of work force	Per day Minimum (in Rs)	Remarks
<b>I. O&amp;M Man power</b>		2023-24	
1	O&M Manager	6,322	
2	Service Engineer	3,287	
3	Asst. Engineer	2,275	
4	Technician	1,265	
5	Supervisor	1,896	
6	Service engineer	26,340	Defrayment expenses at actual
7	Engineer / Specialist from abroad		
8	Crafts man like Welder / Sheetmetal worker / Fitter / Plumber / Electrician / Carpenter / Draughtman Stone cutter / Mason / Security guard / Insulator / Store keeper etc.	1,423	
9	Casual Labour	1,138	
<b>II. Computer Hardware/Software</b>			
i)	O&M Manger	8,850	
ii)	Service Engineer	6,574	
iii)	Asst. Engineer	4,552	
iv)	Technician	2,528	
v)	Supervisor	3,793	

The list will be updated periodically as and when a new set of groups of tradesmen 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:

- a. For TIDEL management supervision charges: additional 15% of entire cost estimation

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**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 \_\_\_\_\_ CO. Ltd. (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.

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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 Organization, 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.

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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 tires, dies, molds, 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, dowertherm) 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 equipment's/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.

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### 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

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## TIDEL PARK LTD

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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 affected 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's 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 up to 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

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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

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- 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 E-mail or Fax 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 affected. 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 ratable proportion of such loss damage or liability.

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### 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 ratable 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

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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.

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**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.

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- 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.

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

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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 minimize 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.

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### **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 ratable 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 rate able proportion of the premium for the unexpired term from the date of the cancellation.

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### SECTION I – EQUIPMENTS -

All Electronic equipment like Computers, Medical, Biomedical, Micro- processors; Audio/Visual equipment's 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 Equipment's 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) up to 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;
- c) 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;
- d) 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;

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- e) 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;
- f) loss or damage for which the manufacturer or supplier of the insured items is responsible either by law or under contract;
- g) loss of or damage to rented or hired equipment for which TIDEL is responsible either by law or under a lease and/or maintenance agreement;
- h) consequential loss or liability of any kind or description;
- i) 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);
- j) 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

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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) ie 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 affected or replacements have taken place, as the case may be. The Company may, however, not insist for bills and documents in case

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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.

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## TIDEL PARK LTD

E-Tender for Standard Fire & Special Perils, Lift (Third Party) Liability and Public Liability Insurance for IT Park at Chennai and 10MW Solar Plant & Accessories at Mariyur Village and 1.25MW Windmill & Accessories at Tirunelveli, MBD, EEI, SCP All Risk, Plate Glass, LED Signage Insurance Policies

### 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

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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.

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### **Section III – INCREASED COST OF WORKING**

Notwithstanding Special Exclusion (i) under Section 1 of this Policy the Company hereby agrees to indemnify the Insured up to 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 equipment's,
  - d) Lack of funds causing delay in repairs or replacement of damaged equipment's,
- 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 equipment's. 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.

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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 equipment's,' 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.

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**Enclosure - C1**

### **All Risk – Special Contingency Insurance Cover**

Scope:

Loss or Damage to Insured property belonging to the Insured while lying at their premises and other places connected with Insured's Business and repairer's premises.

- By Accidental External Means;
- By Fire, External Explosion, Self-Ignition, or lightning or burglary, house breaking or theft;
- By Malicious Act.

Excluding consequential loss, depreciation, wear and tear, Mechanical and Electrical Breakdown, internal failure or breakage, or damages caused by overloading or strain.

Excluding loss or damage, arising out of any contractual liability, war, warlike perils, civil commotion, mutiny, rebellion and events comparable.

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**Enclosure – D1**

### **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 commission
- 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.**

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**Enclosure – E1**

### **LED Sign Board Insurance**

**Scope:**

Loss or Damage to the installation or any part thereof described more particularly in the schedule and located at the Insured's Premises caused by:

- Accidental External Means:
- Fire, Lightning, External Explosion or Theft.

Excluding Losses caused by

- Bursting or burning of the bulb or tube caused by short circuiting or arcing or any other mechanical or electrical defect or breakdown.
- Repair, cleaning, removal or erection, wear and tear, depreciation or deterioration;
- Over burning, overheating, strain or discoloration:
- Atmospheric conditions
- Consequential Loss of any kind.

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**INSURANCE COVER DETAILS OF  
STANDARD FIRE AND SPECIAL PERILS, LIFT  
LIABILITY AND PUBLIC LIABILITY,  
INSURANCE POLICIES FOR IT PARK AT  
CHENNAI  
&  
10 MW SOLAR POWER PLANT AND  
ACCESSORIES AT MARIYUR VILLAGE  
INCLUDING BUSINESS INTTERRUPTION  
AND  
1.25MW WINDMILL AND ACCESSORIES AT  
TIRUNELVELI**

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### **SFSP INSURANCE COVERAGE DETAILS**

#### **1.01 TYPE**

- a) Standard Fire and Special Perils Policy
- b) Business Interruption Policy for the Solar Power Plant
- c) Lift& Escalator and Public Liability Non-Industrial Policy

#### **1.02 NAMED INSURED**

TIDEL Park Ltd., a company incorporated in the year 1996 as a public limited company under the companies Act, 1956. The company is hereby called as “TIDEL”.

#### **1.03 UNDERWRITING INFORMATION**

##### **1.03.01 IT PARK, CHENNAI:**

TIDEL Park Ltd., has constructed a state-of-the-art Multi-story IT Park, with built up area of 1.3 million sq.ft., which is located on IT Corridor at Taramani, Chennai. TIDEL provides quality business space for IT /ITES companies since October 2000. The building consists of various Electrical, Mechanical, and communication facilities. TIDEL has obtained ISO 9001, ISO 14001 and ISO45001 certification. The building is occupied as Software Technology Park by renting to various tenants who are in software development or ITES or BPO etc.

##### **1.03.02 FIRE PROTECTION SYSTEM**

Followings are the various types of fire protection 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) Emulsifier 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 two no. exclusive fire water compartments of total capacity 6,15,000litres. The fire water compartments are common to meet the requirement of hydrant, sprinkler and emulsifier system.

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- (g) Two no. tanks of capacity 50,000 liters (each) shall be provided, at the terrace level of block A and block D. Water supply for the terrace pumps shall be fed from the respective terrace tanks.

### **1.03.03 WIND MILL & ACCESSORIES, TIRUNELVELI:**

TIDEL Park Ltd., has installed a 1.25 MW capacity Windmill with Accessories at Uthamalai Village, Tirunelveli and being maintained and operated by Suzlon under O&M Contract.

### **1.03.04 10 MW SOLAR POWER PLANT:**

TIDEL Park Ltd., has installed a 10 MW capacity Solar Power Plant with Accessories at Vallinokam, Mariyur in Ramanadapuram District, T N

## **1.04 WARRANTIES & CLAUSES**

1.04.01 The insurance under this policy is subject to warranties & Clauses otherwise stated herein for the properties located in the premises of above said IT Park:

- (a) Co-Insurance Condition
- (b) Endorsement-Earthquake (Fire and Shock)-Add on cover
- (c) Terrorism damage cover Endorsement
- (d) Class of construction
- (e) Plinth and Foundation
- (f) Designation of property clause
- (g) Local Authorities Clause
- (h) Reinstatement value policies Clause
- (i) Architects, Surveyors and Consulting Engineers Fees (up to 3% claim amount)
- (j) Removal of Debris Clause (up to 1% of the claim amount)
- (k) In the event of a claim under the policy Rs1Lakh or a claim refund of premium exceeding Rs 1 Lakh, the insured will comply with the provisions of the AML policy of the company.
- (l) Omission to Insure additions, alterations or extensions – 5% of Sum Insured (Capital Assets in TIDEL Park, Chennai)
- (m) Alternative Basis Clause for the Business Interruption.
- (n) Return of Premium clause for the Business Interruption

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**Note: i) The Indemnity Period (IP) for Loss of rent should be for 6 months.**

**ii)The Indemnity Period for the BI policy of the Solar Power Plant is 12 Months.**

### 1.05 PERIOD

The period of Insurance shall be from 00.00 hrs. on 19.09.2023 to MID Night of 18.09.2024 for (One Year) of period.

### 1.06 INTEREST

- Property of TIDEL in the above said locations of Chennai, Mariyur Village & Tirunelveli
- Insured's Legal liability to third parties for Bodily Injury, Death or Property Damage arising out of the construction activities, business operations and Products/ Completed Operations.

### 1.07 LIMITS OF INDEMNITY FOR LIFT & ESCALATOR LIABILITY AND PUBLIC LIABILITY

Cover	Any one Accident	Aggregate during the policy period
Lift & Escalator Liability- TIDEL Park, Chennai	Rs. 2.0 Crores	Rs. 8.0 Crores
Public Liability for IT Park Chennai, Solar power plant & Accessories at Mariyur Village Mariyur Village and Windmill & Accessories at Mariyur Village Tirunelveli	Rs. 1.0 Crore	Rs. 4.0 Crores

### 1.08 GEOGRAPHICAL AREA

India

### 1.09 JURISDICTION

Chennai

### 1.10 PREMIUM

(Please specify the Tariff Premium, Rate, and Discount & GST)

As per IRDA guidelines for IT Park and wind mill in the financial bid (Volume II B)

### 1.11 DEDUCTIBLE

Please specify the deductible in the financial bid (Volume II B)

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### 1.12 CLAIM EXPERIENCE: (Status as on 12.07.2023)

Sl. No.	Policy Year	Premium Amount (in Rs.) (incl. of as applicable Taxes)	Claims settled Amount (in Rs.)	Remarks
1	2000-01	9,97,385	29,100	
2	2001-02	27,28,889	9,74,982	
3	2002-03	38,14,765	22,741	
4	2003-04	39,76,461	0	
5	2004-05	39,19,987	0	
6	2005-06	34,97,659	0	
7	2006-07	33,82,390	0	
8	2007-08	24,78,813	0	
9	2008-09	15,13,289	78,13,794	A2 chiller fire Hazard
10	2009-10	49,20,849	0	
11	2010-11	38,00,000	0	
12	2011-12	18,39,372	0	
13	2012-13	23,56,388	0	
14	2013-14	21,82,624	0	
15	2014-15	24,00,010	0	
16	2015-16	23,64,000	0	
17	2016-17	23,90,448	31,78,672	ACP sheets damage due to Vardha cyclone
18	2017-18	24,35,556	0	
19	2018-19	22,20,772	0	
20	2019-20	29,08,273	13,80,56,789	Solar power plant and accessories due to flood water
21	2020-21	56,37,121	8,10,658	ACP sheets damage due to Nivar cyclone
22	2021-22	64,44,001	0	Business Interruption policy value 1,40,420also included.
23	2022-23	55,90,083	0	Business Interruption policy value 1,07,267also included

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### 1.13 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 / adding this deviation would be as follows.

Deviation	Additional cost (Rate per Mille)
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- 1.
- 2.
- 3.

(Signature of the Bidder)

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

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### 1.13. a Risk Occupancy certification:

We here by certify that the risk occupancy has been clearly understood by us based on inspection and underwriting information provided by the Insured. The following will be the Risk Occupancy based on which our Commercial bid will be quoted.

#### Electronic software Parks: (Part A)

AS PER (erstwhile) AIFT	
Ratable under Section	
Risk Code	
Rate Code	

#### Wind mill -Power Generation Stations: (Part B)

AS PER (erstwhile) AIFT	
Ratable under Section	
Risk Code	
Rate Code	

#### Solar power plant -Power Generation Stations: (Part C)

AS PER (erstwhile) AIFT	
Ratable under Section	
Risk Code	
Rate Code	

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### **Solar power plant -Power Generation Stations:(Part C1)**

AS PER (erstwhile) AIFT CL tariff	
Ratable under Section	
Risk Code	
Rate Code	

- We further confirm that our rating is final does not violate any statutory provisions, IRDA norms or GIPSA norms or any other market agreement between Insurers or regulators.
- We further confirm that our rating is final and will not prospect for additional premium because of wrong rating.
- We further understand that any wrong rating or misleading rating will lead to disqualification and rejection of the tender at technical bid stage itself and the tenderer will not be considered for evaluation of commercial bid.
- We also confirm that our rating is approved by the component person and or chief underwriter.
- In case of any ambiguities or clarifications required by TIDEL after opening of the bids, the bidder should get specific letter from their Regional Office Chief Manager or authorized underwriter of the Region as the case may be duly counter signed by their RO Engineer / Technical Underwriter confirming the correctness of the quote. If no such clarifications are provided, within 24 hours from the time of opening of the tender, insured have the option /right for rejecting the Tender/quote outright.

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### 1.14 STANDARD FIRE & SPECIAL PERILS POLICY (SFSP)

#### PART - A

#### TIDEL PARK- CHENNAI

Description	Location	Sum insured 2023-24 (in Crores INR)
<b>Assets as per our FAR</b>		
Buildings including plinth & Foundation compound wall and other infra-structure works	TIDEL Park Ltd No.4, Rajiv Gandhi Salai, Taramani, Chennai – 600 113	<b>459.00</b>
Plant & Machinery		158.00
Furniture and Fitting		71.00
Stocks – (HSD and Engineering Spares)		00.72
Capital Works in Progress		<b>0.00</b>
<b>Total Sum Insured</b>		<b>688.72</b>
Debris Removal		2.00
Loss of Rent		20.00
<b>Total Sum Insured Excluding Stocks, Debris Removal &amp; Loss of Rent</b>		<b>688.00</b>
Escalation 10%		<b>68.80</b>
<b>ADD ON PERILS:</b>		
Earth Quake (Fire & Shock)		<b>688.72</b>
Terrorism		<b>688.72</b>
<b>ADD ON COVERS:</b>		
Debris Removal		
Loss of Rent		

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### PART- B

#### WINDMILL & ACCESSORIES - TIRUNELVELI

Description	Location	Sum insured 2023-24 (in Crores INR)
<b>Assets as per our FAR</b>		
Wind Mill and Accessories	K 435, Uthamalai Village, Veerakeralampudur, Tirunelveli Dt., TN013, Tirunelveli, Tamil Nādu, India - 627005	<b>11.00</b>
Debris Removal		<b>1.00</b>
<b>Total Sum Insured Excluding Debris Removal</b>		<b>11.00</b>
Escalation 10%		<b>1.10</b>
<b>ADD ON PERILS:</b>		
Earth Quake (Fire & Shock)		<b>11.00</b>
Terrorism		<b>11.00</b>
<b>ADD ON COVERS:</b>		
Debris Removal		

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## TIDEL PARK LTD

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### PART - C

#### SOLAR POWER PLANT& ACCESSORIES –MARIYUR VILLAGE

Description	Location	Sum Insured 2023-24 (in Crores INR)
<b>Assets as per our FAR</b>		
10 MW Solar power plant and Accessories	Mariyur Village, Valinokkam, Ramanathapuram Dt, Tamil Nādu, India	<b>65.00</b>
Debris Removal		<b>1.00</b>
<b>Total Sum insured Excluding Debris Removal</b>		<b>65.00</b>
Escalation 10%		<b>6.50</b>
<b>ADD ON PERILS:</b>		
Earth Quake (Fire & Shock)		<b>65.00</b>
Terrorism		<b>65.00</b>
<b>ADD ON COVERS:</b>		
Debris Removal		

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### PART - C1

#### BUSINESS INTERRUPTION INSURANCE FOR THE SOLAR POWER PLANT & ACCESSORIES –MARIYUR VILLAGE

Description	Location	Sum insured 2023-24 (in Crores INR)
<b>Assets as per our Books of Accounts and Financial Projections</b>		
Estimated Annual Gross profit from 10 MW Solar power plant and Accessories	Mariyur Village, Valinokkam, Ramanathapuram Dt, Tamil Nādu, India	<b>10.00</b>
<b>ADD ON PERILS:</b>		
Earth Quake (Fire & Shock)		As pr terms of MD policy
Terrorism		

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### LIFT & ESCALATOR LIABILITY & PUBLIC LIABILITY INSURANCE POLICY FOR IT PARK CHENNAI, 10MW SOLAR POWER PLANT AT MARIYUR VILLAGE & WINDMIL AT THIRUNELVELI FOR THE YEAR 2023-24

The Current year policy is valid till 18.09.2023 midnight

Now tender is to quote the lowest premium for the following liabilities for the sum insured as detailed below. The final Sum Insured may change as per TIDEL's decision at the time of finalizing the Insurance Policies.

Cover	Any one Accident	Aggregate during the policy period
Lift & Escalator Liability	Rs. 2.0 Crores	Rs. 8.0 Crores
Public Liability for IT park Chennai, Solar power plant & Accessories at Mariyur Village and Wind Mill & Accessories at Tirunelveli	Rs. 1.0 Crore	Rs. 4.0 Crores

Lift & Escalator Liability & Public Liability Policy should cover the following risks:

#### General Details and Risk Factors of TIDEL Park Ltd:

#### CHENNAI LOCATION:

- TIDEL Turn over: **Rs.104.98 Crores**
- Population: Around 14,500 people including TIDEL/Occupant employees, contractors, vendors, visitors, foreign trade delegates etc and the lifts / escalators are being used on round the clock basis by this population.
- Operating hours: 24 hrs a day x 7 days week operations.
- In addition to software / call center offices, there are commercial establishments like shops, banks, restaurant, Canteens operating in this premises and also canteen situated inside the compound wall, some are on profit sharing basis with TIDEL.
- TIDEL provides its occupants all utility services like electricity, water, sewerage disposal, vertical transportation, façade cleaning, air-conditioning, communication back-bone, backup power etc, and provides other amenities also like housekeeping, pest control, security etc.

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- (f) TIDEL has 19 lifts (including 3 service lifts) & 2 escalators. Each passenger lifts (16 Nos) having capacity of carrying 24 persons and Each service lifts (3 Nos) having capacity of carrying 22 persons.
- (g) TIDEL provides covered parking for 383 Nos of vehicles and open parking for 601 Nos of four wheelers and 3000 Nos two wheelers and open parking for visitor vehicles and other commercial vehicles like vans, buses etc. TIDEL premises are also being used by water tankers and autos / vans / Lorries for transportation of goods etc.
- (h) TIDEL provides its occupants, recreation facilities like vehicle parking, etc., and health club facilities.
- (i) Dish antennas, receivers, transmitters, towers etc of some of the occupants are installed in terrace.
- (j) Building Height: About 58 meters from ground level and VSNL tower height is 20 meters from terrace level. This building has 2 basements for car parking.
- (k) TIDEL Park is surrounded by other establishments like TRIL INFO Park, ELNET, CSIR, TTTI etc. In some of the adjoining properties bush like surroundings exist where snakes, bees and other insects are found regularly.
- (l) Other risks normally applicable to a similar office complex.
- (m) The above policies should also cover Act of God perils.
- (n) This Policy is continuation of all previous polices.

### **TIRUNELVELI LOCATION:**

1.25 MW Wind mill and accessories installed and operated at Uthamalai Village, Veerakeralampudur, Tirunelveli District, T.N

### **10 MW SOLAR POWER PLANT:**

10 MW capacity Solar Power Plant with Accessories installed and operated at Vallinokam, Mariyur village in Ramanadapuram District, T N

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### AGREEMENT

This Agreement is signed on this .... Day of September, 2023 between -----, hereinafter called the “**Insured**” having its Corporate Office at ----- and **The-----Insurance Company Limited**, hereinafter called the “**Insurer**” having its Registered Office at -----.

In order to establish proper understanding and to provide efficient and satisfactory services by the Insurer, this Agreement has been signed by the parties above, and this MOU will form part of ----- policy to be issued by The -----Insurance Company Limited for a period of -- months from ----- to ----- to -----.

Whereas the Insured issued tender inviting Insurance companies to offer quote for Standard Fire, Special Add on Perils, Lift liability and Public Liability Insurance Policy at IT park in Chennai, 10 MW solar power plant & Accessories at Mariyur village and Windmill & Accessories at Tirunelveli and Business Interruption policy for 10 MW solar power plant & Accessories at Mariyur village Insurance covering entire Assets as per tender terms and conditions.

Whereas the Insurer agreed to insure the aforesaid properties at the terms as herein mentioned.

Now, the parties hereby agree as follows: -

#### Documentation

1. The Insurers will issue the premium receipt and the cover note for the desired coverage, immediately on receipt of the necessary premium cheque by them.
2. The corresponding policy documents will be issued to ----- within three working days of the receipt of the premium cheque.
3. Any amendment of the policies shall be confirmed by issuing endorsement within three working days of the receipt of the necessary information/ premium from -----.

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### **Claims**

1. A panel of approved Surveyors as given below shall be utilized in case of all losses/damages, for which necessary claims are to be lodged.
  - a) M/s
  - b) M/s
  
2. Immediately after occurrence of loss, if any, the Insured shall inform the Insurer on phone/fax/e-mail about the full particulars of the incident indicating the approximate loss, items damaged and the probable cause of loss. This should be followed by written communication by the Insured.
  
3. On the receipt of the information, the Insurer shall appoint and make sure that the surveyor from the agreed panel of the surveyors above would visit the site within a period of 24 hours of the reporting of the loss.
  
4. All claims lodged on the Insurers shall be promptly settled as per the following understanding.
  - a) The preliminary survey report shall be issued by Surveyors within 7 working days of their visit, subject to production of minimum required details and information. However, documents required to be obtained from Govt. agencies like Fire, Final Report from Police authorities and Fire Brigade Report etc shall not be binding for release of On Account Payment.
  - b) "On Account Payment" (of the order of 70 %) in case of loss beyond Rs.1,00,00,000 shall be released by the underwriters within 7 working days of the receipt of preliminary report of the Surveyors.
  - c) The final survey report shall be issued by Surveyors within 14 days of all necessary supporting documents/information.
  - d) Final payment of the claim shall be made within 14 days of receipt of Final Survey Report and all necessary supporting documents/information from -----.

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## TIDEL PARK LTD

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The Insurers shall provide to -----a comprehensive list of documents to be provided and procedure to be followed in case of claims, within 14 days of commencement of insurance of-----'s risk.

#### **General**

1. The Insurers confirm that the basis of arriving at the sum insured for all Insurances has been reviewed and is acceptable.
2. The Insurers confirm that the Acknowledgement of Notice of Security Documents and the Insurers letter of Confirmation and Undertaking will be provided in the prescribed form to the Insured within 3 days of commencement of insurance of -----'s risk.
3. The Insurer shall provide comprehensive risk inspection and advise on risk improvement measures to the Insured for consideration.
4. The insurer has appointed the following persons to service ----- account directly in respect of all claims and underwriting.
  - a. Shri
  - b. Shri
5. Insured shall be dealing/interacting directly with the Insurer for all related matters. The Insurer shall be responsible for settlement of full claim.
6. All disputes and differences if any arising out of this MOU shall deemed to be arisen at Chennai and only Courts in Chennai shall have jurisdiction to redress / resolve the same.
7. In witness where off the Insured and Insurer hereto have carried the MOU to be executed on the date firstly written by their duly Authorized representatives.

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**On Behalf of the Insured**

**On Behalf of the Insurer**

-----

-----

Authorized Signatory

Authorized Signatory

Place

Place

Date

Date

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## **TIDEL PARK LIMITED**

### **SCOPE OF SERVICES**

The Operation and Maintenance of the facilities are carried by OE suppliers / specialized agencies by deploying dedicated manpower on 24 x 7 basis. The support services viz. ATM, Bank, Food Court, Post office are located in Ground and 1<sup>st</sup> Floors (list enclosed as Annexure – I). The list of IT companies and their activities enclosed as Annexure – II. A study had been carried to zero down the mode / method of selection of various Operation & Maintenance (O&M) agencies (summary is enclosed as Annexure-III). A list of OE suppliers / specialized agencies who carry out O&M services of the Park and also the contract value since its inception are enclosed as Annexure – III.

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### ANNEXURE-I

## TIDEL PARK LTD

### 1.1 LIST OF OCCUPANTS – COMMERCIAL COMPANIES

Sl. No	Occupants Name	Admin Office Location	Activates
1	Bharath Sanchar Nigam Ltd	Ground Floor & Basement	Communication services
2	D&S med solutions	Ground Floor	IT
3	Ahad Investment (LAPTOP Corner)	Ground Floor	Laptop sales and services
4	RailTel Corporation India Ltd	Ground Floor	Booking & Internet Browsing
5	State Bank of India ATM	Ground Floor	On site ATM
6	Sri guru IT solutions	Ground Floor	Marketing
7	Effivity	Ground Floor	IT
8	Karur Vysia Bank ATM	Ground Floor	On Site ATM
9	Mint Financials	Ground Floor	
10	ICICI Bank ATM	First Floor	Offsite ATM
11	HDFC Bank ATM	First Floor	Off Site ATM
12	Post Office	First Floor	Government Postal Service
13	Mabel InfoTech	First Floor	Training Centre
14	STC Technologies	First Floor	Gift Items and Ready-mades
15	Silicon House	First Floor	IT
16	Agri avenue	First floor	IT
17	Apaar Global advisory	Ground floor	Financial
18	State Bank of India with ATM	First Floor	Banking with ATM
19	Zerocorp	First Floor	IT
20	Home Food Dinning Hall	First Floor	Food Court
21	Zantra Capital Investment	First Floor	Finance
22	Power grid Corporation of India Ltd	Terrace	Communication Service Provider
23	TATA Communications Ltd	Terrace	Communication Service Provider

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ANNEXURE-II

## TIDEL PARK LTD

Chennai – 113

### 1.2 LIST OF OCCUPANTS – IT / ITES COMPANIES

Sl. No	Occupants Name	Location	Activities
1	TATA Consultancy Services Ltd.	Ground Floor A North	IT
2	Sight spectrum technologies pvt ltd	Ground Floor A South	IT
4	Creosen Services Pvt. Limited	Ground Floor D North	IT
5	Cube simple	1 <sup>ST</sup> FLOOR C&D SOUTH	IT
6	KVB	1 <sup>ST</sup> FLOOR A NORTH	IT/ITES
7	Effivity	1 <sup>ST</sup> FLOOR B SOUTH	IT
8	TAMCOE	1 <sup>ST</sup> FLOOR B SOUTH	
9	JMAN Digital Services	1 <sup>ST</sup> FLOOR C SOUTH	
10	Sify Technologies Ltd	2 <sup>nd</sup> Floor Complete	IT
11	CODOID	3 <sup>rd</sup> Floor D North	IT
12	Urjanet Energy Solutions Pvt. Ltd	3 <sup>rd</sup> Floor A South	ITES
13	Sify Technologies Ltd.	3 <sup>rd</sup> Floor A-North &C North	IT/ITES
14	Williams Lea India (Pvt) Ltd	3 <sup>rd</sup> Floor C South	IT/ITES
15	Williams Lea India (Pvt) Ltd	3 <sup>rd</sup> Floor D South	ITES
16	Infosys BPO Ltd	4 <sup>th</sup> Floor C North& South	IT/ITES
17	Guardian India Operations Pvt Ltd	4 <sup>th</sup> Floor D North	IT/ITES
18	Cintal Technologies	4 <sup>th</sup> Floor D South	IT
19	Home INTEL.,	4 <sup>th</sup> Floor D South	IT
20	Paiza Bazar Marketing & consulting	5 <sup>th</sup> Floor A South	ITES
21	M/s Axis cades Technologies	5 <sup>th</sup> Floor C North &C South	IT /ITES
22	Guardian India Operations Pvt Ltd	5 <sup>th</sup> Floor D South	IT
23	Karur Vysya Bank	5 <sup>th</sup> Floor D North	IT /ITES
24	Ernest Young Services Pvt. Ltd.	6 <sup>th</sup> Floor A North	Non-IT
25	Ernest Young Services Pvt. Ltd.	6 <sup>th</sup> Floor A South	Non-IT
26	TN Smart & Advanced Manufacturing Centre	6 <sup>th</sup> Floor C North	IT /ITES
27	Karur Vysya Bank	6 <sup>th</sup> Floor D North	ITES
28	Nila Apps	7 <sup>th</sup> Floor C North & South	IT
29	Ernest Young Services Pvt. Ltd.	7 <sup>th</sup> Floor A South, North	Non-IT
30	Contis Technologies (Solaris Bank)	7 <sup>th</sup> Floor D North	IT

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<b>Sl. No</b>	<b>Occupants Name</b>	<b>Location</b>	<b>Activities</b>
31	System Technology Group (India) Ltd	8 <sup>th</sup> Floor A North	IT
32	BODE Solutions (Animaker)	8 <sup>th</sup> Floor A South	ITES
33	Polizy Bazar	8 <sup>th</sup> Floor C North	ITES
34	TATA Consultancy Services Ltd.	8 <sup>th</sup> Floor C South	IT
35	Centre for Development of Advanced Computing	8 <sup>th</sup> Floor D South & North	IT
36	Guardian India Operations Pvt Ltd	9 <sup>th</sup> Floor A North & South	IT
37	Tenneco India Engineering and Shared Services (P) Ltd.	9 <sup>th</sup> Floor D South	IT
38	TN Unmanned Aerial Vehicle corporation	10 <sup>th</sup> floor D North	
39	Protiviti India Member	10 <sup>th</sup> Floor D North	IT
40	Que Processing Services	10 <sup>th</sup> floor D South	
41	Miles Education	10 <sup>th</sup> floor D South	IT
42	Sagitec Solution (India) Pvt. Ltd.	11 <sup>th</sup> Floor D North	IT
43	Sinmec Engineering Services Pvt Ltd	11 <sup>th</sup> Floor D South	IT
44	TATA Consultancy Services Ltd.	11 <sup>th</sup> Floor A South & North	IT
45	Door Sabha Nigam Ltd	11 <sup>th</sup> Floor D South	IT
46	TATA Consultancy Services Ltd.	12 <sup>th</sup> Floor A North	ITES
47	Miramed Ajuba Solutions (India) Pvt. Ltd.	12 <sup>th</sup> Floor A South	IT
48	Infosys BPO Ltd	12 <sup>th</sup> Floor C North & South	IT / ITES
49	SCYO Decision services pvt ltd	12 <sup>th</sup> Floor D South	IT / ITES
50	Infocepts Technologies Pvt Ltd	12 <sup>th</sup> Floor D North	IT

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**ANNEXURE-III**

## TIDEL PARK LTD Chennai – 113

### 1.3 LIST OF O&M Contractors

<b>Sl. No.</b>	<b>Facility</b>	<b>Name of the Contract company</b>
1.	Electrical System	M/s. Envirotech Services.
2.	Air Conditioning and Mechanical Ventilation	M/s. Envirotech Services.
3.	Integrated Building Management System	M/s. Honeywell India automation limited
4.	Lifts and Escalators	M/s. Kone Elevator India Private Limited
5.	Diesel Generator sets	M/s. Envirotech Services.
6.	Fire Protection System	M/s. Safe Infratech
7.	Façade Access Cleaning System	M/s. Space Reach
8.	Sewage Treatment Plant	M/s. Ensys Technologies India Pvt Ltd
9.	Security & Fire Fighting Services	M/s. Innovations Security Services Pvt Ltd & M/s. Bharatheeyam Security Services Pvt Ltd
10.	Housekeeping & Waste Management System	M/s. Padmavathi Hospitality and Facility Management Services
11.	Windmill & accessories	M/s. Suzlon Energy Ltd
12.	10 MW Solar power Plant & Accessories	M/s Marine Electrical Services

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### CONSEQUENTIAL LOSS (FIRE) POLICY

#### 1.0 ANNEXURE 'A'

Draft Policy Form, Schedule and Conditions

Policy Form:

In consideration of the insured named in the Schedule hereto having paid to The \_\_\_\_\_ Insurance Co. Ltd, (hereinafter called the Company), the premium mentioned in the Schedule, the Company agrees (subject to the Special Conditions and Exclusions contained herein or endorsed or otherwise expressed hereon and also to the Conditions and Exclusions contained in the Fire Policy covering the interest of the insured in the property at the premises) that if any building or other property or any part thereof used by the Insured at the premises for the purpose of the Business, be destroyed or damaged by the perils covered under the fire policy, (Destruction of damage so caused being hereafter termed Damage), and the Business carried on by the Insured at the Premises be in consequence thereof interrupted or interfered with, then the company will pay to the insured in respect of each item in the schedule hereto the amount of loss resulting from such interruption or interference in accordance with the provisions contained therein:

Provided that

- 1) Such Damage is caused at any time after payment of the premium during the period of insurance named in the Schedule or of any subsequent period in respect of which the insured shall have paid and the Company shall have accepted the premium required for the renewal of the policy.
- 2) At the time of the happening of the Damage there shall be in force a Fire Policy covering the interest of the insured in the property at the premises against such Damage and that payment shall have been made or liability admitted thereunder. However, the Proviso shall not apply where payment is not made under Fire Policy, solely due to operation of a proviso in fire policy excluding liability for losses below a specified amount.
- 3) The liability of the Company shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total sum insured hereby or such other sum or sums as may hereafter be substituted therefor by memorandum duly signed by or on behalf of the Company.

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**SCHEDULE**

Agency

The Insured:

Policy No:

Issued at:

Date:

The Business:

The Premises:

The indemnity: The amount which the insured is entitled to recover under the provisions of the attached Specification which is declared to be incorporated in and to form part of the Schedule but not exceeding the total sum insured hereby.

Total sum insured:

Period of indemnity: \_\_\_\_\_ months

Period of Insurance: from ..... a.m. /p.m. .... of ..... to midnight of .....

PERILS COVERED

RATE

PREMIUM

Statistical Code No.:

In witness whereof the undersigned being duly authorized by and on behalf of the Company has/have hereunto set his/their hand/s

(Name of the Insurance Company)

Duly Constituted Attorney (s)

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## TIDEL PARK LTD

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#### CONDITIONS

1. The insurance by this Policy shall cease if:
  - a) The business be wound up or carried on by a Liquidator or Receiver or permanently discontinued

or

  - b) the insured's interest ceases otherwise than by death

or

  - c) any alteration be made either in the business or in the premises or property therein whereby the risk of Damage is increased, at any time after the commencement of this insurance, unless its continuance be admitted by memorandum signed by or on behalf of the Company.
2. Notice shall be given to the Company of alteration in existing blocks, addition of new blocks and/or premises and/or deletion of existing blocks and/or premises during the currency of the Policy to enable the company to determine whether the basis rate of the Policy undergoes a change as a result of such inclusions/exclusions and to effect necessary adjustments in the premium under this Policy.
3. On the happening of any Damage in consequence of which a claim is or may be made under this Policy, the insured shall
  - a) forthwith give notice thereof to the Company,
  - b) with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimize or check any interruption of or interference with the business or to avoid or diminish the loss.
  - c) not later than thirty days after the expiry of the period of Indemnity or within such further time as the Company may in writing allow, at his own expense deliver to the Company in writing a statement setting forth particulars of his claim together with details of all other insurances (if any) covering the damage or any part of it or consequential loss of any kind resulting therefrom.
  - d) at his own expense produce or procure and give to the Company such books of account and other business books, vouchers, invoices, balance sheets and other

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documents, proofs, information, explanation and other evidence as may reasonably be required by or on behalf of the Company for the purpose of investigating or verifying the claim together with a declaration on oath or in other legal form of the Truth of the claim and of any matters connected therewith.

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

4. In no case whatsoever shall the Company be liable in respect of any claim under this Policy after the expiration of:
  - (a) One year from the end of the period of indemnity or if later,
  - (b) Three months from the date on which payment shall have been made or liability admitted by the Insurers covering the Damage giving rise to the said claim, unless the claim is the subject of pending action or Arbitration.
5. This Policy and the Schedule annexed (which forms an integral part of this Policy) 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 Schedule shall bear such specific meanings wherever they may appear.
6. This insurance does not cover any loss resulting from damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely: -
  - (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 proportion of or amounting to a popularising, 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 provision 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.

7. At all times during the period of insurance of this Policy, the insurance cover will be maintained to the full extent of the respective sum insured in consideration of which, upon the settlement of any loss under this Policy, pro-rata premium for the unexpired period from the date of such loss to the expiry of period of insurance for the amount of such loss shall be payable by insured to the company.

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The additional premium referred above shall be deducted from the net claim amount payable under the Policy. This continuous cover to the full extent will be available notwithstanding any previous loss for which the company may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following such loss. The intention of this condition is to ensure continuity of the cover to the Inured subject only to the right of the Company for deduction from the claim amount when settled of pro-rata premium to be calculated from the date of loss till expiry of the Policy.

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

#### ANNEXURE –B Consequential Loss Insurance Specifications

##### Specification A – Insurance on Gross Profit on Turnover Basis

Item No.	Sum Insured
1. On Gross Profit .....	Rs.
2.	
3.	
Total Sum Insured	Rs. _____ _____

The insurance under Item No.1 is limited to loss of Gross Profit due to (a) Reduction in Turnover and (b) increase in Cost of Working and the amount payable as indemnity thereunder shall be: -

(a) 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.

(b) IN RESPECT OF INCREASE IN COST OF WORKING: the additional expenditure (subject to the provisions of Memo 2) necessarily and reasonably 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

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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 Insured Standing Charges as may cease or be reduced in consequence of the Damage:

Provided that if the Sum Insured by this Item be less than the sum produced by applying the Rate of Gross Profit to (where the Indemnity Period exceeds 12 months insert 'times' as may be appropriate e.g. for 18 months insert one and a half times) the Annual Turnover, the amount payable shall be proportionately reduced.

Departmental Clause:

“If the business be conducted in departments, the independent trading results of which are ascertainable, the provision of Clauses (a) and (b) of Item 1 shall apply separately to each department affected by the damage except that if the Sum Insured by the said item be less than the aggregate of the sum produced by applying the rate of gross profit for each department of the business (whether affected by the damage or not) to the relative Annual Turnover thereof, the amount payable shall be proportionately reduced.”

Definitions

**GROSS PROFIT** – The sum produced by adding to the Net Profit the amount of the insured Standing Charges, or if there be no Net Profit the amount of the Insured Standing Charges less such a proportion of any net trading loss as the amount of the Insured Standing Charges bears to all the Standing Charges of the business.

**NET PROFIT** – The net trading profit (exclusive of all capital receipts and accretions and all outlay properly chargeable to capital) resulting from the business of the Insured at the premises after due provision has been made for all Standing and other charges including depreciation, but before the deduction of any taxation chargeable on profits.

**INSURED STANDING CHARGES** – (Appropriate list to be inserted).

**TURNOVER** – The money paid or payable to the Insured for goods sold and delivered and for services rendered in course of the business at the premises.

**INDEMNITY PERIOD** – The period beginning with the occurrence of the damage and ending not later than \_\_\_\_\_ months thereafter during which the results of the business shall be affected in consequence of the damage.

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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 special circumstances affecting the business either before or after the damage or which would have affected the business had the damage not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the damage, would have been obtained during the relative period after the damage.
ANNUAL TURNOVER – The Turnover during the twelve months immediately before the date of the damage.	
STANDARD TURNOVER –The Turnover during that Period in the twelve months immediately before the date of the damage which corresponds with the Indemnity Period.	

- Memo 1: 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 his 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.
- Memo 2: If any Standing Charges of the business be not insured by this policy, then in computing the amount recoverable hereunder as increase in Cost of Working that proportion only of the additional expenditure shall be brought into account which the sum of the Net Profit and the Insured Standing Charges bears to the sum of the Net Profit and all the Standing Charges.
- Memo 3: If the Insured declares, at the latest twelve months after the expiry of any Period of Insurance, that the Gross Profit earned (or a proportionately increased multiple thereof where the maximum Indemnity Period exceeds 12 months) during the accounting period of 12 months most nearly concurrent with any period of Insurance, as certified by the Insured’s Auditors, was less than the Sum Insured thereon, a pro-rata return of premium not exceeding 50% of the premium paid on such Sum Insured for such period of Insurance shall be made in respect of the difference. Where, however, the declaration is not received by the Company within twelve months after the expiry of the period of insurance, no refund shall be admissible.

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

Specification B – Insurance on Gross Profit on Output Basis

Item No.

Sum Insured

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1. On Gross Profit Rs. \_\_\_\_\_

The insurance under Item No.1 is limited to loss of Gross Profit due to (a) Reduction in Output and (b) increase in Cost of Working and the amount payable as indemnity thereunder shall be:  
(a) IN RESPECT OF REDUCTION IN OUTPUT: the sum produced by applying the Rate of Gross Profit to the amount by which the Output during the Indemnity Period shall, in consequence of the Damage, fall short of the Standard Output.

(b) IN RESPECT OF INCREASE IN COST OF WORKING: the additional expenditure (subject to the provisions of Memo 2) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Output 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 Insured Standing Charges as may cease or be reduced in consequence of the Damage;

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 Output, the amount payable shall be proportionately reduced.

\* Insert that appropriate multiple if the indemnity period exceeds 12 months.

Departmental Clause:

If the business be conducted in departments, the independent trading results of which are ascertainable, the provision of Clauses (a) and (b) of Item 1 shall apply separately to each department affected by the damage except that if the Sum Insured by the said item be less than the aggregate of the sum produced by applying the rate of gross profit for each department of the business (whether affected by the damage or not) to the relative Annual Output thereof, the amount payable shall be proportionately reduced.

#### Definitions

GROSS PROFIT – The sum produced by adding to the Net Profit the amount of the insured Standing Charges, or if there be no Net Profit the amount of the Insured Standing Charges less such a proportion of any net trading loss as the amount of the Insured Standing Charges bears to all the Standing Charges of the business.

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**NET PROFIT** – The net trading profit (exclusive of all capital receipt and accretions and all outlay properly chargeable to capital) resulting from the business of the Insured at the premises after due provision has been made for all Standing and other charges including depreciation, but before the deduction of any taxation chargeable on profits.

**INSURED STANDING CHARGES** – (Appropriate list to be inserted).

**OUT PUT** - The quantity of \_\_\_\_\_ + \_\_\_\_\_ produced at the premises measured in units of \_\_\_\_\_ ++

**INDEMNITY PERIOD** – The period beginning with the occurrence of the damage and ending not later than \_\_\_\_\_ months thereafter during which the results of the business shall be affected in consequence of the damage.

+ Insert description of commodity produced by the insured

++ Insert unit of weight used

<b>RATE OF GROSS PROFIT</b> – The rate of Gross Profit per unit earned on the output 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 special circumstances affecting the business either before or after the damage or which would have affected the business had the damage not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the damage, would have been obtained during the relative period after the damage.
<b>ANNUAL OUTPUT</b> – The output during the twelve months immediately before the date of the damage.	
<b>STANDARD OUTPUT</b> –The output during that Period in the twelve months immediately before the date of the damage which corresponds with the Indemnity Period.	

**Memo 1:** If during the Indemnity Period goods shall produce elsewhere than at the premises for the benefit of the business either by the Insured or by others on the insured's behalf the quantity so produced shall be brought into account in arriving at the Output during the Indemnity Period.

**Memo 2:** If any Standing Charges of the business be not insured by this policy, then in computing the amount recoverable hereunder as increase in Cost of Working that proportion only of the additional expenditure shall be brought into account which the sum of the Net

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Profit and the Insured Standing Charges bears to the sum of the Net Profit and all the Standing Charges.

Memo 3: If the Insured declares, at the latest twelve months after the expiry of any Period of Insurance, that the Gross Profit earned (or a proportionately increased multiple thereof where the maximum Indemnity Period exceeds 12 months) during the accounting period of 12 months most nearly concurrent with any period of Insurance, as certified by the Insured's Auditors, was less than the Sum Insured thereon, a pro-rata return of premium not exceeding 50% of the premium paid on such Sum Insured for such period of Insurance shall be made in respect of the difference. Where, however, the declaration is not received by the Company within twelve months after the expiry of the period of insurance, no refund shall be admissible.

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

#### Specification C - "Difference" Basis

Item No.	Sum Insured
1. On Gross Profit	Rs. _____

The insurance under Item No.1 is limited to loss of Gross Profit due to (a) Reduction in Turnover and (b) increase in Cost of Working and the amount payable as indemnity thereunder shall be: -

- (a) 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.
  
- (b) IN RESPECT OF INCREASE IN COST OF WORKING: the additional expenditure necessarily and reasonably 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 the Gross Profit as may cease or be reduced in consequence of the Damage;

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

\* Insert the appropriate multiple if the Indemnity Period exceeds 12 months.

#### Departmental Clause:

If the business be conducted in departments, the independent trading results of which are ascertainable, the provision of Clauses (a) and (b) of Item 1 shall apply separately to each department affected by the damage except that if the Sum Insured by the said item be less than the aggregate of the sum produced by applying the rate of gross profit for each department of the business (whether affected by the damage or not) to the relative Annual Turnover thereof, the amount payable shall be proportionately reduced.

#### **Definitions:**

GROSS PROFIT – The amount by which

- (1) The sum of the Turnover and the amount of the Closing Stock shall exceed.
- (2) The sum of the amount of the Opening Stock and the amount of the Specified Working Expenses

**Note 1:** The amount of the Opening and Closing Stocks shall be arrived at in accordance with Insured's normal accountancy methods, due provisions being made for depreciation.

#### Specified Workings Expenses:

1. All Purchases (less Discounts Received);
2. % Of the Annual Wage Roll (including Holiday and Insurance contributions);
3. Power;
4. Consumable Stores;
5. Carriage;
6. Packing Materials;
7. Bad Debts;
8. Discounts Allowed;

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9. Any other expenses to be specified.

**Note 2:** The words and expressions used in this Definition shall have the meaning usually attached to them in the books and accounts of the Insured.

**TURNOVER** – The money paid or payable to the Insured for goods sold and delivered and for services rendered in course of the business at the premises.

**INDEMNITY PERIOD** – The period beginning with the occurrence of the damage and ending not later than \_\_\_\_\_ months thereafter during which the results of the business shall be affected in consequence of the damage.

<b>RATE OF GROSS PROFIT</b> – 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 special circumstances affecting the business either before or after the damage or which would have affected the business had the damage not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the damage, would have been obtained during the relative period after the damage.
<b>ANNUAL TURNOVER</b> – The Turnover during the twelve months immediately before the date of the damage.	
<b>STANDARD TURNOVER</b> – The Turnover during that Period in the twelve months immediately before the date of the damage which corresponds with the Indemnity Period.	

**Memo 1:** 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 his 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.

**Memo 2:** If the Insured declares, at the latest twelve months after the expiry of any Period of Insurance, that the Gross Profit earned (or a proportionately increased multiple thereof where the maximum Indemnity Period exceeds 12 months) during the accounting period of 12 months most nearly concurrent with any period of Insurance, as certified by the Insured's Auditors, was less than the Sum Insured thereon, a pro-rata return of premium not exceeding 50% of the premium paid on such Sum Insured for such period of Insurance shall be made in respect of the difference. Where, however, the declaration is not received by the Company within twelve months after the expiry of the period of insurance, no refund shall be admissible.

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

#### Alternative Basis Clause

It is agreed and declared that, whenever found necessary, the term 'Output' may be substituted for the term 'Turnover' and for the purpose of this policy 'Output' shall mean the sale value of goods manufactured by the 'Insured' in the course of the business at the premises,

Provided that:

- (a) Only one such meaning shall be operative in connection with any one occurrence involving damage (as within defined).
  
- (b) If the meaning set out above be used, memo No.1 shall be altered to read as follows:

Memo 1: If during the INDEMNITY PERIOD goods shall be manufactured other 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 the goods so manufactured shall be brought into account in arriving at the OUTPUT during the INDEMNITY PERIOD.

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