



**IFFCO-TOKIO GENERAL INSURANCE CO. LTD**

Regd. Office: IFFCO Sadan, C-1, Distt. Centre, Saket, New Delhi-110017

**PROFESSIONAL INDEMNITY POLICY**

**UIN: IRDAN106RP0044V01202223**

**PROPOSAL FORM - APPLICABLE FOR  
SINGLE PROJECT**

**Question 1. Details of Parties to be Insured**

1.1 Please enter the name and address of main Proposer

Please advise what role the Proposer will be undertaking in connection with the Project

Prime or Lead Architectural/Engineering Consultant –

Prime Contractor:

Other .....Various Subcontractors/Consultants/designers etc.

Has the Contract been awarded to the Proposer?                      Yes/No

1.2 Please enter the name and the professional activities undertaken by any other parties who are to be covered by the proposed Project PI Policy

i) Employer –

Professional activities:

ii) Contractor's Designer-

Professional activities-

iii) Independent Design Verifier-

Professional activities-

iv) Subcontractor for Electrical Works –

Professional activities –

v) Subcontractor for Crane Rail System –

Professional activities –

vi) Subcontractor for Fender supply –

Professional activities –

vii) Subcontractor for Bollard supply –

Professional activities –

viii) Subcontractor Fire Fighting System –

Professional activities –

ix) Subcontractor Potable Water System –

Professional activities –

x) Subcontractor for QRMH supply –

Professional activities –

1.3 Please enter the Name of Principal / Funding Agency / Developer

1.4 Are any parties named in Question 1.3 financially associated with any Practice or Company involved in this Project (whether proposing for this insurance or otherwise)?

1.5 Are any parties to insured hereunder domiciled in the USA?

1.6 Have any of the parties that are to be covered by the proposed Project PI Policy been established for less than 5 years?

1.7 Please complete the Contractual Matrix –

<b>Question 2. Project Details</b>
------------------------------------

2.1 Please enter the Name and Location of the Project:

2.2 Please provide a brief description of the Project: (please provide full project details by attachment)

2.3 Please provide a brief description of the ground conditions of the site where the Project is to be constructed (please provide full details by attachment)

2.4 Please enter the Estimated Total Contract Value:

i) Total overall Contract Value:

ii) If the parties to be included for this insurance [the Proposer(s)] are only involved in part of the overall contract please provide the contract values applicable for that part:

For value of respective professional activities under subject project, please refer table under Question 2.6 herein below, however following furnished for ready reference

*If the Contract is of a Design and Construct nature, the Contract Values declared in 2.4 above should include the value of all work to be executed, all goods and materials to be supplied, and all Gross Professional Fees (actual or 'notional') associated with the Professional Duties to be performed. Gross Professional Fees should include fees paid through to sub-consultants.*

2.5 Please enter the Estimated Gross Professional Fees.

*If the Contract is of a Design and Construct nature please enter the estimated "notional" professional fees that would have otherwise been earned had all the Professional Activities and Duties (including project management/co-ordination, construction management and professional supervision/inspection of the works) undertaken in connection with Project been charged out at normal commercial rates*

*If an amount is not entered below we will make our own estimate of the Gross Professional Fees. Any indications provided by us on this basis will be subject to confirmation from the Proposer that our estimate is correct. If our estimate is not correct the indicated premiums may be subject to change.*

Total Professional Fees for all parties who are to be covered by the proposed Project PI policy

For value of respective professional activities under subject project, please refer table under Question 2.6 herein below, however following furnished for ready reference

1. Fees for Contractors Designer
2. Fees of Independent Design Verifier for design work
3. Estimated Fees of Electrical Design –
4. Estimated Fees of Crane Rail System Design –
5. Estimated Fees of Fender Design –
6. Estimated Fees of Other Services & Fixtures including Domestic Water System, Bollard and QRMH Design –
7. Estimated Fees of Fire Fighting System Design –
8. For Independent Design Verification fees for works under sl. no. 3, 4, 5, 6, 7, 8 & 9, please refer table under question 2.6

- 2.6 Please provide by attachment a detailed breakdown of the Estimated Total Contract Value for the entire Project (or part of the Project) for which this insurance is intended

**Summary**

Sl. no.	Item of Work	Total Value inclusive of Fees of Design activity and independent design verification (Rs. Lacs)	Fee of Design activities (Rs. Lacs)	Fee of Independent Design verification activities (Rs. Lacs)
1.	Design & Record Documents			
2.	General Items			
3.	Marine Works			
4.	Civil Works			
5.	Buildings			
6.	Electrical Works			
7.	Fire fighting			
8.	Crane Rail System			
9.	Fender			
10.	Other Services & Fixtures including Domestic Water System, Bollard and QRMH			
11.	Taxes			
	<b>TOTAL:</b>			

Total value of Professional Activities -

**Question 3. Construction and Insurance Periods**

- 3.1 Please summarise the expected time schedule for the project

Construction	Days
Maintenance	Days
Discovery Period (latent defect liability period)	Months

*Please note the length of the requested Discovery Period will have an affect on the Premium. Where the Discovery Period exceeds 150% of the total Construction Period Insurers may limit coverage under the balance of the Discovery Period (the Additional Discovery Period) to major structural defects. Insurers may also request an Independent Engineers Report prior to the commencement of the Additional Discovery Period.*

- 3.2 What is the anticipated date for starting on site?

**Commencement date-**

Please note coverage will be on a Claims Made basis. Claims or circumstances that may give rise to a claim must be reported to Insurers during the Policy Period. Claims or circumstances reported to Insurers after expiry of the Policy Period will not be covered. The Discovery Period forms part of the Policy Period.

3.3 Is there a requirement under contract for Professional Indemnity Insurance to continue in force beyond completion of the contractual Maintenance Period?

**Yes/No**

If 'Yes', what further period is required?

3.4 When are you expecting this Professional Indemnity Insurance to incept?

3.5 Please provide a complete Project Bar Chart / Time Schedule by attachment.

**Question 4. Details of Contract Conditions**

4.1 Please attach full copies of the main Contract(s) or relevant clauses under which the various professional responsibilities (and construction responsibilities in the case of Design and Construct) will be performed:

4.2 Please highlight all Contract conditions that pertain to the Proposers' Professional Duties for which this insurance is sought:

*Note: Irrespective of whether Contracts are signed under a Design & Construct project structure, this insurance does not provide cover for claims arising out of the day to day supervision of labour and construction work which under a traditional form of contract would normally be the responsibility of the building or engineering Contractor rather than being the Professional Duty of the professional team.*

**Question 5. Split of Contract Values.**

Please summarise the approximate split of Contract Values into nature of work involved:

**Question 6. Professional Duties to be Undertaken by the Proposer(s)**

Please tick which of the following Professional Duties are required to be performed by or on behalf of the Proposer in connection with this Project:

Administering retention fund (of Subcontractor)	Yes/No
Agreeing clearing, forwarding & customs dues (of Subcontractor)	Yes/No
Approval of detailed drawings	Yes/No
Arranging site insurance	Yes/No

Authorising progress payments (of Subcontractor)	Yes/No
Cash flow forecasts	Yes/No
Certifying final completion (of Subcontractor)	Yes/No
Certifying final payment (of Subcontractor)	Yes/No
Co-ordination / expediting and providing <b>design works including structural</b>	Yes/No
Cost estimates	Yes/No
Design criteria	Yes/No
Drafting Contract conditions (of Subcontractor)	Yes/No
Feasibility Studies	Yes/No
Flow sheets	Yes/No
Geotechnical services	Yes/No
Inspection of installation work	Yes/No
Instructions to Tenderers (to Subcontractor)	Yes/No
Issuing variation orders (to Subcontractor)	Yes/No
Measurement	Yes/No
Quality control & assurance	Yes/No
Quantity estimates	Yes/No
Settling contractual claims (With employer and Subcontractor)	Yes/No
Supervision of commissioning	Yes/No
Tender adjudication (With Subcontractor)	Yes/No
Working drawings	Yes/No
Any other (please specify, if necessary by attachment): Detail Design of the Works	Yes/No
Contract Management	Yes/No

<b>Question 7.</b>	<b>Split of Gross Fees and Sub-Contracted Fees</b>
--------------------	--

Please provide a split the Total Fees declared in Question 2.5 between the following categories of professional activities required to be performed by or on behalf of the Proposer in connection with this project:

<b>Activity</b>	<b>Total Gross Fees*, including any amount sub-contracted</b>	<b>Amount of Fees sub-contracted</b>
<b>7.1 Engineering</b>		1. For value of respective professional activities under subject project, please refer table under Question 2.6 2. For value of respective subcontract please refer Question 2.4 3. Other subcontract work like building works,
i) Civil		
ii) Structural		
iii) Soil & Foundation		
iv) Mechanical		
v) Electrical		

vi) Heating & Ventilation		pavement works and bund works etc., are yet to finalize
<b>7.2 Architectural</b>		
<b>7.3 Quantity Surveying</b>		
<b>7.4 Project Management</b>		
<b>7.5 Project Co-ordination</b>		
<b>7.6 Any other – please specify (by attachment if necessary)</b>		
<b>TOTAL</b>	<b>Total consolidated –</b>	<b>Total consolidated professional activities –</b>

\*or "Notional Fees" included within the Total Estimated Contract Value in the case of Design & Construct

<b>Question 8.</b>	<b>Details of Staff</b>
--------------------	-------------------------

- 8.1 Please provide the following details of the main staff (including agency staff) employed to carry out the Professional Activities listed in Questions 6 and 7 above (please provide further details by attachment if necessary).
- 8.2 If any of the staff listed in 8.1 above are not professionally qualified to carry out the Professional Duties required to be performed by or on behalf of the Proposer in connection with this project, please attach full details of appropriate practical experience acquired in this and previous employment.

<b>Question 9.</b>	<b>Sub-Consultants and Sub-Contractors</b>
--------------------	--

- 9.1 Will the Proposer (or any of the parties named in Question 1 of this Proposal) engage the services of independent sub-consultants or sub-contractors?  
**Yes/No**
- 9.2 If the answer to Question 9.1 is 'Yes', is the proposed Project PI policy intended to cover such sub-consultants and sub-contractors. Yes  
If so will the Proposer waive Rights of Recourse against them or will the Proposer maintain Rights of Recourse?  
Rights of Recourse Waived      Yes/No  
Rights of Recourse Maintained      Yes/No

Please tick one of the above

9.3 If Rights of Recourse are to be maintained, will the Proposer ensure that: -

- i) Such consultants and/or contractors have professional indemnity insurance for not less than the amount of cover requested by this proposal for this insurance?
- ii) Such consultants and/or contractors are required under their contracts to have professional indemnity insurance for not less than the amount of cover requested by this proposal for this insurance for the same total period?

Or

- iii) Will the Proposer ensure that such consultants and/or contractors are engaged directly by the Proposer's Principal?

Please note a premium discount may be available if Rights of Recourse are to be maintained against any sub-consultants or sub-contractors. The level of discount will be dependent upon the level of PI carried by such parties and the percentage of the Total Gross/Notional Fees earned by such parties. If a discount is being sought in this respect please provide the following information: -

Names of Party against whom rights of recourse are to be maintained	Annual PI Limit and Insurer	Percentage of Total Gross/Notional Fees earned by the Named Party
N.A		

**Question 10. Tried and Tested Techniques**

Are there any aspects of the project (or part of the project) for which this insurance is intended which:

10.1 Comprise or include prototype or innovative construction techniques, designs or materials?

10.2 Are unusual with regard to the performance, quality, durability or tolerances required?



10.3 The proposer is unfamiliar with and / or which do not fall within the scope of work with which the proposer is thoroughly experienced?

10.4 The proposer considers should be drawn to Insurers' attention?

If the answer is 'Yes' to any of the above please provide full details (if necessary by attachment):

**Question 11. Claims and Circumstances**

Please state if the Proposer (or any of the parties named in Question 1 of this proposal) is aware of:

11.1 Any costs incurred by them in the past or any claim made against them arising from any actual or alleged negligent act, error or omission

Yes No

11.2 Any circumstance or event which might give rise to a claim for which cover would have been granted had this proposed Project PI Policy already been in force.

Yes No

If the answer to either of the above is 'Yes', please provide full details by attachment.

**NOTE:** THE ANSWERS TO THESE QUESTIONS ARE OF THE UTMOST IMPORTANCE & SHOULD ONLY BE COMPLETED AFTER FULL & SEARCHING ENQUIRY OF ALL THE PARTIES NAMED IN QUESTION 1 OF THIS PROPOSAL FORM. MERELY BECAUSE IN THE PROPOSER'S OPINION A CIRCUMSTANCE OR EVENT WHICH HAS ARISEN IS UNLIKELY TO RESULT IN A CLAIM DOES NOT MEAN THAT ITS OCCURRENCE NEED NOT BE NOTIFIED. DESIGN & CONSTRUCT BUILDING OR ENGINEERING CONTRACTORS SHOULD CONSIDER THEIR RESPONSES WITH EXTRA CARE ESPECIALLY WITH REGARD TO UNINSURED OR UNCLAIMED COST OR EXPENSE INCURRED PRIOR TO HANDOVER OF THE WORKS. IF IN ANY DOUBT, GIVE FULL DETAILS BY ATTACHMENT.

**Question 12. Current and Previous Insurances**

Is the Proposer currently insured or has he previously proposed for or been insured by a professional indemnity policy?

Yes No

If 'Yes':

12.1 With whom?

12.2 Has any such proposal been declined? Yes/No

12.3 Has any insurer

i) Refused to renew? Yes/No

ii) Imposed special restrictions? Yes/No

iii) Required increased premium? Yes/No

iv) Cancelled cover? Yes/No

If the answer to any of the above Questions 12.2 and 12.3 is 'Yes' please provide full details (by attachment if necessary):

**Question 13. Other Insurances in Respect of this Project**

Please provide details of other insurances which are likely to be in force in respect of - and during the lifetime of - this project, and which can be expected to provide elements of coverage for professional exposures for the parties to be included in this insurance. *Please complete this section as fully as possible providing attachments where necessary as this information may serve to reduce the Project PI premium levels*

INSURANCE	COVER FOR PROFESSIONAL EXPOSURES
Construction "All Risks" (e.g. DE3 Design cover following "physical damage")	
General / Products Liability (e.g. No exclusion of professional acts)	
Product Guarantees (e.g. 12 months on equipment supplied)	
Decennial / Latent Defects (e.g. 10 years on building works)	
Other Professional Indemnity (e.g. Consultants' annual practice policies)	
Liquidated Damages	
Advanced Loss of Profits	
Any other policy(ies)?	

**Question 14. Limits and Self Insured Excess**

14.1 Please state the Limit of Indemnity required

*(N.B. This Limit will be in the aggregate for the period of this insurance, and only applies in respect of each and every claim to the extent that such aggregate Limit is not exhausted. The Limit of Indemnity will include associated costs and expenses incurred in the defence and settlement of any claim).*

14.2 Please state the Self-Insured Excess that the proposer is willing to bear in respect of each and every claim:

*(N.B. Insurers may require a minimum Excess higher than the one requested. This Excess includes associated costs and expenses incurred in the defence and settlement of any claim).*

Please note if the Proposer is prepared to carry an excess higher than the minimum excess required by Insurers a premium discount may be available.

Please state what alternative Self-Insured Excesses indications are required for.

**Question 15. Pollution Exposures**

Are you prepared to accept a Total Pollution Exclusion under the proposed Project PI Policy?

Yes/No

If the answer to the above is 'No', please go on to answer this Question 15. (Please note Insurers may still impose either a Total or Sudden and Accidental Pollution Exclusion)

If the answer is 'Yes' please go on to Question 16.

15.1 Are you aware of any aspect of the project that may give rise to exposures to pollution or contamination specifically arising out of: -

- The type of project Yes/No
- The location of the project Yes/No
- The prior history of the project site Yes/No
- The design of the project Yes/No
- The work method to be utilised for the project Yes/No
- Surrounding property Yes/No.

If the answer to any of the above is 'Yes', please provide full details by attachment and continue to complete Question 15. If the answer is 'No' to all the above please go on to Question 16.

15.2 Do you (or any of the parties named in Question 1) accept responsibility directly or vicariously, under contract or otherwise, for any clean-up, transportation, storage or disposal of any pollutant or contaminant, or any other exposure to pollution or contamination for which coverage is required?

Yes/No

If 'Yes', please identify which parties accept such responsibility, describe briefly the responsibility accepted, and describe how it is executed. If possible, please refer to the clause in the Contract where such responsibility is specified, **and attach copies of such clauses.**

Name	Responsibility	Contract Clause

15.3 Can you apportion a project value and / or fee element (actual or normal) to any of the above responsibilities?

Yes No

If 'Yes', please specify

15.3 Is any Contractor or Consultant (whether to be Insured or not) employed to undertake any site investigation to ascertain the extent, location, or content of pollution or contamination on the project site, or the history of the project site with regard to pollution or contamination exposures?

If 'Yes', please provide details (if necessary by attachment), including the name of such Contractor or Consultant and copies of any reports or test results.

Note: Such reports or test results will be expected to refer inter alia to:

- (a) The overall size of the project site being developed, and within that, the size of the area of land being investigated where contamination / pollution is thought to (or known to) exist.
- (b) Any recommended remedial measures to be undertaken in respect of the contaminated / polluted land.
- (c) 'Caveats' - e.g. the depth and width of area of land investigated, number of bore holes, etc.
- (d) All the ultimate uses of the area of land in (a) above.

*If this is not the case, please provide such details separately by attachment.*

15.4 To what extent has the critical design criteria relevant to pollution or contamination exposures exceeded the minimum accepted standards?

15.5 Have you become aware during feasibility studies, tender or contract negotiations of any potential breaches of current or anticipated laws and regulations covering pollution or contamination in the territory in which the project is located?

If 'Yes', please provide full details by attachment of action taken to comply with such laws and regulations.

15.6 Are you aware after full enquiry if any of the parties to be insured have been the subject of any alleged or actual negligent act, error or omission based upon or arising out of pollution or contamination?

If 'Yes', please provide details.

#### **Question 16. Consequential Financial Losses**

Do you require coverage for Consequential Financial Losses under the proposed Project PI Policy?

Yes No

*If the answer to the above is 'Yes' please go on to answer this Question 16. (Please note Insurers may restrict the coverage in respect of Consequential Financial Losses)*

*If the answer is 'No' please go to Question 17*

16.1 Do you (or any of the parties named in Question 1) accept responsibility for Consequential Financial Losses directly or vicariously, under contract or otherwise for which coverage is required?

Yes

No

16.2 Please provide the clauses in the Contract where such responsibility and/or liability are specifically referred to.

If the contract specifically limits your liability for Consequential Financial Losses please provide relevant clauses.

*Please note if the contract specifically releases you from any liability for Consequential Financial Losses please provide relevant clauses. Answers to Questions 16.3 to 16.7 will not normally be required*

16.3 What is the anticipated loss of revenues per week in the event of a delayed completion date?

16.4 What contingent time margin has been built into the overall construction period to enable delays in the works to be made up within the overall planned schedule?

16.5 Are there any particular components of the project that would be deemed to be critical to the overall timely completion of the project i.e. where the delay and/or failure of one part of the project could have a "knock on" effect delaying other parts of the project?

Yes

No

If 'Yes', please provide details (if necessary by attachment)

What would the individual estimated construction periods be for these "schedule critical" components of the project?

16.6 Will an Advanced Loss of Profits (or similar) policy be purchased in respect of this project?

Yes

No

If 'Yes', please provide details including limits and deductibles (if necessary by attachment)

16.7 Please answer this question if the project involves the design and/or construction of Process Plant (if necessary by attachment)

At what percentage of "full capacity" will the process plant be expected to run on a day to day basis e.g. 80% of full capacity?

What is the anticipated loss of revenues per week in the event of non-performance and/or under performance of the process plant?

What is the likelihood of failure of one part of the plant affecting the overall output?

Are there any back up procedures in place in the event of failure?

To what extent has the critical design criteria relevant to Performance exceeded the minimum accepted standards?

**Question 17. Third Party Property Damage and Bodily Injury**

Do you require coverage for Third Party Property Damage and Bodily Injury under the proposed Project PI Policy?

If the answer to the above is 'Yes' please go on to answer this Question 17. (Please note Insurers may still restrict the coverage in respect of Third Party Property Damage and Bodily Injury)

If the answer is 'No' please go to Question 18

17.1 Please advise if the Project is to be constructed on a "green field" site.

Yes No

If 'No', please advise details of surrounding property (including Principal's property) as follows: -

The distance of surrounding property from the proposed Project site

The nature of the surrounding property (type of property, usage of property and estimated value of property)

A site plan detailing location of proposed Project and surrounding property

17.2 Does the proposed Project comprise of any elements or techniques that are known to potentially explosive and/or highly inflammable (or in any other way potentially hazardous to surrounding property)?

Yes No 0

If 'Yes', please provide full details including likely maximum radius of surrounding area that would be effected by such explosive, inflammable or otherwise hazardous nature of the Project.

17.3 Does the proposed Project consist of any elements or techniques that could potentially be hazardous to persons?

Yes No

If 'Yes', please provide full details

**Question 18. Further Information**

Please provide by separate attachment any further information that you feel will assist in the understanding of the Project, contractual liabilities or any Professional Duties being performed.

**19. DECLARATION**

NOTE: THE PROPOSER IS REQUIRED TO DISCLOSE ALL INFORMATION WHICH MAY INFLUENCE THE INSURERS IN THEIR ASSESSMENT OF THE RISK WHETHER SPECIFICALLY REQUESTED IN THIS PROPOSAL OR NOT

I, being an authorised representative of the Proposer and of any other parties to be included for this insurance, declare that the statement made and information given are true and that no material information has been withheld, or misstated, and I acknowledge that this proposal and all other information supplied by me or on my behalf shall be the basis of any contract of insurance issued as a consequence. I/We declare that all statutory requirements relating to our profession/ business activities have been complied by us.

Signed (on behalf of the Proposer) .....

Name ..... Position .....

Date .....

**SECTION 41 OF THE INSURANCE ACT, 1938**

**PROHIBITION OF REBATES**

1. No person shall allow or offer to allow either directly or indirectly as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy nor shall any person taking out or continuing a policy accept any rebate except such rebate as may be allowed in accordance with the prospectus or tables of the Insurer.
2. Any person making default in complying with the provisions of this Section shall be punishable with fine which may extend to Rs. 10,00,000/-.

**20. ATTACHMENTS**

Please note here any attachments that form part of this proposal:

	<b>Attached?</b>
Question 1.4 Financial associations	
Question 1.5 USA domiciled Proposers	
Question 1.6 Established for less than 5 years	
Question 1.7 Attachment 'A' - Contractual Matrix	
Question 2.2 Full details of Project	
Question 2.3 Full details of Ground Conditions	
Question 2.6 Breakdown of Estimated Total Project Value	
Question 3.5 Bar Chart / Time Schedule	
Question 4.1 Contracts and relevant clauses	
Question 5. Nature of Work - any other	
Question 6. Detailed Professional Duties - any other	
Question 7.6 Categories of Professional Activities- any other	
Question 8.1 Professional Qualified Staff	
Question 8.2 Unqualified Staff	
Question 10. Specific Hazards Information	
Question 11. Claims Information	
Question 12. Insurance History	
Question 13. Details of Other Insurances	
Question 15. Pollution	
Question 16. Consequential Financial Losses	
Question 17. Third Party Exposures	
Question 18. Further Information	