

Standard Bidding Document

NEELUM JHELUM REINSURANCE COVERAGE - CAR/TPL (Non-Consultancy Services)

International

Single Stage-Two Envelope

CORRIGENDUM # 2	CORR-P31961-002
Initiation Date	May 25, 2026



May 25, 2026

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PROCUREMENT NOTICE

PROCUREMENT OF NON-CONSULTANCY SERVICES

1. The **Pakistan Reinsurance Company Limited (Ministry of Commerce)** has reserved Funds for the procurement planned for FY **2025-26**. The **Pakistan Reinsurance Company Limited (Ministry of Commerce)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the “**NEELUM JHELUM REINSURANCE COVERAGE - CAR/TPL**”

2. The **Pakistan Reinsurance Company Limited (Ministry of Commerce)** invites Bids through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Non-Consultancy Services.

3. **Single Stage-Two Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, and Instructions issued by the Authority (from time to time).

4. All Bids must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Pay Order, Others** or Bid Securing Declaration on the prescribed format described.

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at <https://vendors.epads.gov.pk/>.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Monday, June 8, 2026 11:00 AM**. E-bids will be opened on the same day at **Monday, June 8, 2026 11:30 AM**. Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on the new version of **EPADS v2.0**, may register themselves on <https://vendors.epads.gov.pk/>. A tutorial to explain the registration process is available at <https://www.youtube.com/watch?v=MNW6T38v7tc>

7. In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is

available on the procuring agency's website and also available on **EPADS v2.0** as well as Authority's website at (www.ppra.org.pk).

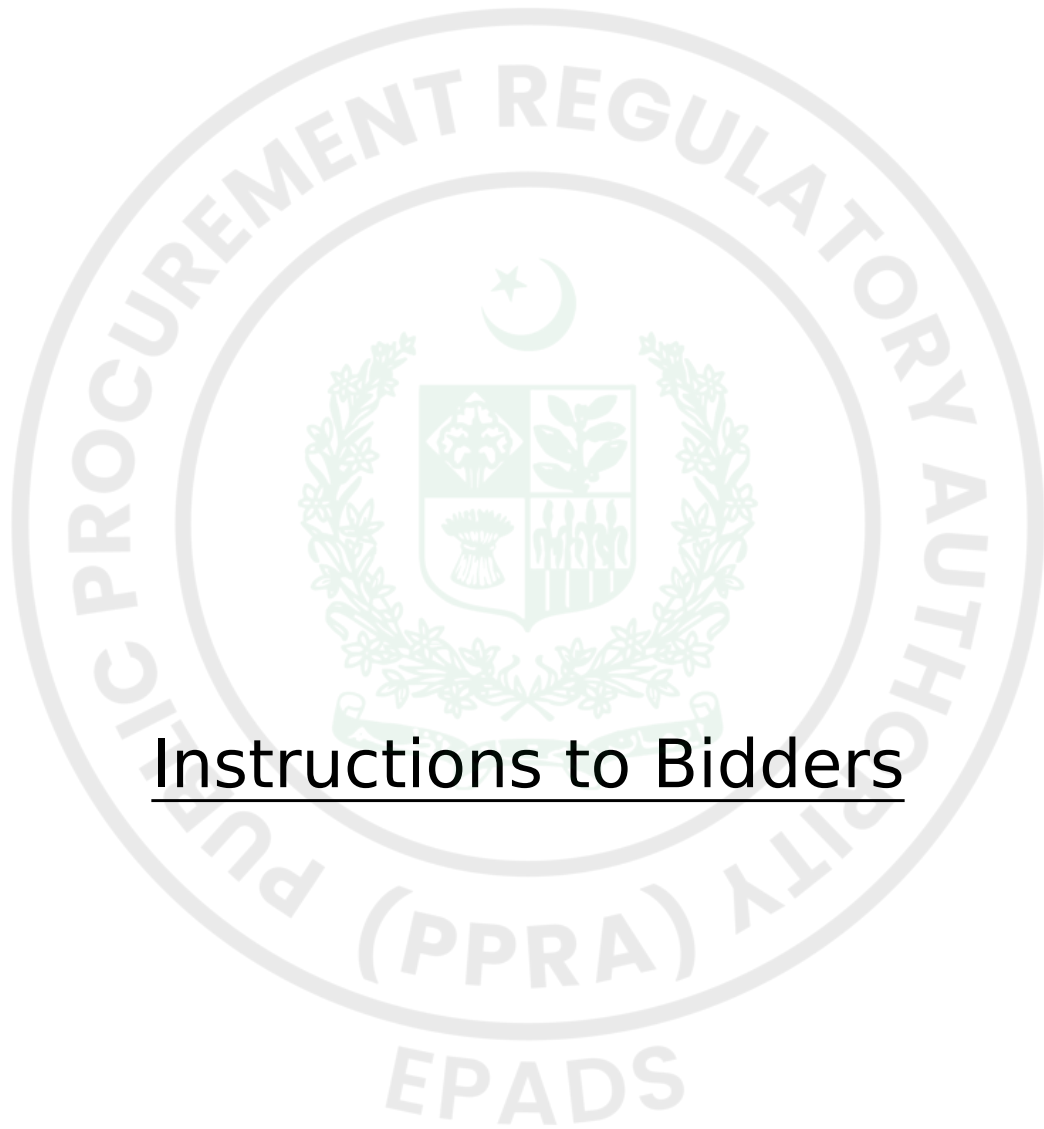
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Instructions to Bidders

A. Introduction

1. Scope of Bids

1.1. The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids through **EPADS v2.0** for the provision of Non-Consultancy Services for as specified in the BDS and **in Section Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. **Single Stage-Two Envelope** procedure of the open competitive method shall be used. The successful Bidders will be expected to provide the services within the specified period and timeline(s) as stated in the **BDS**.

2. Source of Funds

2.1. Source of funds is referred in Clause-1 of Invitation for Bids.

3. Fraud & Corruption

3.1. As defined under Rule 2(1)(f) of the Public Procurement Rules, 2004.

4. Eligible Bidders

4.1. A bidder is eligible to participate in a procurement process if the bidder:

4.1.1. possesses or has access to the technical competence, financial resources, equipment and other physical facilities, personnel, managerial capability, experience and reputation necessary to complete the procurement contract;

4.1.2. has the legal capacity to enter into a procurement contract;

4.1.3. is not insolvent, in receivership, bankrupt or being wound up and its activities or affairs are not suspended or being administered under any Act, by a court or by a judicial officer;

4.1.4. is not the subject of legal proceedings for any of the matters mentioned in sub-rule (c);

4.1.5. has fulfilled or has made substantial arrangements satisfactory to the relevant authorities, to fulfil its obligations to pay taxes and social security (where applicable) other contributions of its employees; and

4.1.6. has not, or in the case of a company, its owners and beneficial owners, directors or officers have not, been convicted of a criminal offence related to:

4.1.6.1. its professional conduct; or

4.1.6.2. a bidder (or, in the case of a company, its key individuals such as owners, beneficial owners, directors, or officers) must not have engaged in any prohibited practice, such as fraud, corruption, collusion, or coercion, within the time period stated in the bidding documents, which can be up to three years before the start of the procurement process. Additionally, the bidder must not have been debarred (i.e., banned) from participating in public procurement processes in Pakistan or by any international organization or country. If they have, they are ineligible to participate in the current bidding.

4.2. The procuring agency may require a bidder participating in the procurement process to provide the prescribed documentary evidence or other information to satisfy itself that the bidder is qualified in accordance with the criteria in sub-clause (1).

4.3. A procuring agency shall set out in the bidding document all the criteria for qualification to be applied in accordance with sub-clause (1).

4.4. Except as permitted under the Ordinance, Rules and Regulations, the procuring agency shall not establish a criterion for eligibility of a bidder that:

4.4.1. discriminates against or among a bidder or against categories of bidders; or

4.4.2. is not required for the performance of the procurement contract; or

4.4.3. is not related to the avoidance or management of legal, reputational or economic risk to the procuring agency unless it is in the national interest to do so, and the criteria is set out in the bidding documents.

4.5. A procuring agency shall assess the eligibility of a bidder for participation in the procurement process against the criteria for qualification under sub-clause (1).

4.6. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the contract in accordance with the terms and conditions of the contract. The joint venture, consortium, or association shall nominate a lead member as nominated in the BDS,

4.7. who shall have the Authority to conduct all business for and on behalf of any and all the members of Joint venture, consortium, or association during the bidding process, and in case of award of contract, during the execution of the contract.

4.8. The appointment of the lead Member in the joint venture, consortium, or association shall be confirmed by submission of valid power of Attorney to the procuring agency.

4.9. Subject to the limits specified in the BDS, the procuring agency may allow bidders to participate in the form of a Joint Venture (JV). However, each party in the JV must individually meet the eligibility criteria specified in the BDS

4.10. No Bidder can be a sub-contractor while submitting a Bids individually or as a member of a joint venture in the same Bidding process.

5. Qualification of the Bidder

5.1. All Bidders shall provide in Section VI, Bid Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

B. Bidding Documents

1. Contents of Standard Bidding Document

1.1. The Services required, bidding procedure, and terms and conditions of the contract are prescribed in the bidding document. In addition to the Invitation for Bids, the bidding document which should be read in conjunction with any addendum issued in accordance with **ITB 6.1** include:

Section I - Invitation to Bid

Section II Instructions to Bidders (ITB)

Section III Bid Data Sheet (BDS)

Section IV Eligible Countries

Section V Evaluation Criteria, Specifications, Schedule of Requirements, and Technical Specifications.

Section VI Bidding Forms

Section VII Fraud & Corruption

Section VIII - Material & Non-material deviation

Section IX General Conditions of Contract (GCC)

Section X Special Conditions of Contract (SCC)

Section XI Contract Forms

1.2. The Bidder is expected to examine all instructions, requirements, forms, terms and specifications in the bidding documents. Failure to furnish all the information required in the bidding document will be at the Service provider's risk and may result in the rejection of his bids.

2. Clarifications

2.1. Clarifications of the bidding documents may be requested in writing through EPADS v2.0 by any bidder up to three days prior to the deadline for the submission of bids.

The procuring agency shall respond promptly and in writing to any request by a bidder for clarification of the bidding documents and, in any event, no later than two days prior to the deadline for the submission of bids or proposals.

Responses to requests for clarification shall be communicated simultaneously and in writing to all bidders participating in the procurement proceedings.

No bidder shall be allowed to alter or modify his bid after the bids have been opened however, the procuring agency may seek and accept clarification to the bid that do not change the substance of the bid, through EPADS v2.0.

2.2. Procuring Agency's response will be uploaded on the EPADS v2.0, including a description of the inquiry.

2.3. Should the Procuring Agency deem it necessary to amend the bidding document as a result of a clarification, it shall do so following the procedure under **ITB 8** .

2.4. If indicated **in the BDS**, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned **in the BDS**. During this pre-bid meeting, prospective bidder(s) may request clarification(s) regarding the schedule of requirements, the Evaluation Criteria or any other aspects of the bidding document.

2.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS v2.0. Any modification to the bidding document that may become necessary as a result of the pre-bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to **ITB 8** .

2.6. To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its bid including breakdown of prices, through EPADS v2.0. Any clarification submitted by a bidder that is not in response to a request by the Procuring Agency shall not be considered.

No change in the prices or substance of the bid shall be sought, offered, or permitted.

The alteration or modification in the bid which in any way affect the following parameters will be considered as a change in the substance of a

bid:

- 2.6.1. evaluation & qualification criteria;
- 2.6.2. required scope of work or specifications;
- 2.6.3. all securities requirements;
- 2.6.4. tax requirements;
- 2.6.5. terms and conditions of bidding documents; and
- 2.6.6. change in the ranking of the bidders.

From the time of bid(s) opening to the time of contract award, if any bidder wishes to contact the procuring agency on any matter related to the bid, it should do so in writing or through electronic form that provides record of the content of communication.

3. Amendment of Bidding documents

3.1. Before the deadline for submission of bids, the procuring agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or pre-bid meeting may modify the bidding documents by issuing addendum.

3.2. Any addendum issued including the notice of any extension of the deadline shall be part of the bidding document pursuant to **ITB 8 .1** shall be uploaded on EPADS v2.0 as well as Authority's website. The procuring agency shall promptly publish the addendum at the procuring agency's website indicated in the **BDS**:

Provided that the bidder who had either already submitted his bid, shall have the right to withdraw his already submitted bid and submit the revised bid, prior to the original or extended bid submission deadline.

3.3. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of bids:

Provided that the Procuring Agency shall extend the deadline for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

C. Preparation of Bids

1. Documents Constituting the Bids

1.1. The bids prepared by the bidders shall constitute the following components: -

1.1.1. Forms of bid and Bid Prices completed in accordance with ITB 10 and 11;

1.1.2. Documentary evidence established in accordance with ITB 8 that services to be provided by the bidder are eligible services, and conform to the bidding documents;

1.1.3. Documentary evidence established in accordance with ITB 9 that the bidder is eligible and/or qualified for the subject bidding process;

1.1.4. Documentary evidence established in accordance with ITB 9.3 that the bidder has been authorized to provide the services;

1.1.5. Bid security or Bids Securing Declaration furnished in accordance with ITB 14; and

1.1.6. Any other document required in the BDS.

2. Documents Establishing Eligibility of the Services and Conformity to bidding documents

2.1. To establish the conformity of the Non-Consulting Services to the Bidding document, the bidder shall furnish as part of its bid the documentary evidence that services provided conform to the requirements.

2.2. Standards for the provision of the Non-Consulting Services are intended to be descriptive only and not restrictive.

3. Documents Establishing Eligibility and Qualification of the Bidder

3.1. Pursuant to ITB 8, the bidder shall furnish, as part of its bid, all those documents establishing the bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

3.2. The documentary evidence of the bidder's eligibility to bids shall establish to the satisfaction of the procuring agency that the bidder, at the time of submission of its bid, is from an eligible country as defined in Section-IV titled as "Eligible Countries".

3.3. The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted shall establish to the satisfaction of procuring agency that:

3.3.1. the bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS.

3.3.2. that the bidder meets the qualification criteria listed in the Bids Data Sheet.

4. Form of Bid

4.1. The bidder shall fill the Form of Bid furnished in the bidding documents. The Bid Forms must be completed without any alterations to its format and no substitute shall be accepted.

5. Bids Prices

5.1. The Bids Prices quoted by the bidder in the Forms of Bid and in the price schedule shall conform to the requirements specified or exclusively mentioned hereafter in the bidding document.

5.2. All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced and neither explicitly mentioned, their prices shall be construed to be included in the prices of other items.

5.3. The Bid price to be quoted in the Forms of Bid in accordance with ITB 12 shall be the total price of the bid, excluding any discounts offered.

5.4. The bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total bid price of the services, it proposes to provide under the contract.

5.5. Prices quoted by the bidder shall be fixed during the currency of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected pursuant to ITB 28, unless otherwise price adjustment is permissible under Conditions of the Contract. (May be reviewed)

6. Price Adjustment

6.1. Price adjustment shall not be applicable on the contract with less than 12 months period.

6.2. Procuring agency may increase the remuneration of the human resources involved in non-consultancy services upto maximum 15% on annual basis.

6.3. Procuring agency shall incorporate the provisions to allow wage rate in compliance with Federal Government's minimum wage notification, subject to the condition that clause 11.2 shall not be applicable in that case.

7. Bids Currencies

7.1. Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS.

8. Bid Validity Period

8.1. Bid(s) shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing

declaration as the case may be.

9. Bid Security or Bid Securing Declaration

9.1. Unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, in the amount and currency specified in the BDS or Bid Securing Declaration on the format provided in Section VI (Bid Forms) The scanned copy of the Bids Security shall be uploaded in the EPADS v2.0 while submitting bid, whereas the original forms of Bid Security shall be submitted to the procuring agency before the bid submission deadline. The bidder who failed to submit the original bid security before the submission deadline shall be disqualified straightaway.

9.2. The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB 17.5

9.3. The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in 14.5 are invoked.

9.4. Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible after the award of contract, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency pursuant to ITB 13. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, whichever of the following that occurs earliest:

9.4.1. the expiry of the Bid Security;

9.4.2. the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the bidding document;

9.4.3. the rejection by the Procuring Agency of all Bids;

9.4.4. the withdrawal of the Bid prior to the deadline for the submission of bids, unless the bidding document stipulate that no such withdrawal is permitted.

9.5. The Bid Security may be forfeited or the Bid Securing Declaration executed:

9.5.1. if a bidder:

9.5.1.1. withdraws its bid during the period of bid validity as specified by the Procuring Agency, and referred by the bidder in the Forms of Bid, except as provided for in the ITBs; or

9.5.1.2. does not accept the correction of errors pursuant to ITB 26; or

9.5.2. in the case of a successful bidder fails:

9.5.2.1. **to sign the contract in accordance with ITB 32; or**

9.5.2.2. **to furnish Performance Guarantee in accordance with ITB 33.**

9.6. The bid security shall be valid for a period specified in BDS. Bids with shorter bid security validity period shall be rejected straight away.

10. Alternative Bids by Bidders

10.1. Alternatives will not be considered, unless specifically allowed for in the BDS.

10.2. When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS and the method of evaluating different time schedules will be described in Evaluation and Qualification Criteria.

11. Withdrawal, Substitution, and Modification of Bids

11.1. Before Bids submission deadline, any bidder may withdraw, substitute, or modify his bid after it has been submitted.

12. Format and Signing of Bids

12.1. The bidder shall prepare and submit his bid with due diligence after carefully reading all the terms and conditions before submission through EPADS v2.0.

12.2. Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person(s) signing the forms of bid.

D. Submission of Bids

1. **Submission of Bids through EPADS v2.0 before Dead deadline**

1.1. The Technical and Financial Bids as the case may be, shall be submitted in the due portion of the EPADS v2.0, before bid submission deadline. The bid submission option shall be automatically disabled once the deadline is over.

1.2. The Procuring Agency may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8. In such a case, all rights and obligations of the Procuring Agency and the Bidders that were previously subject to the original deadline shall thereafter be subject to the revised deadline.

E. Opening and Evaluation of Bids

1. **Opening & Evaluation of Bids by the Procurement Cell**

1.1. As per Rule 10 of Public Procurement Rules, 2004
(PA to establish a Procurement Cell which shall carryout procurements a per Rule 10 of Public Procurement Rules, 2004)

2. **Opening & Evaluation of Bids by the Bid Evaluation Committee**

2.1. As per Rule 11 of Public Procurement Rules, 2004
(PA to constitute odd number Bid Evaluation Committee for the purpose of bid opening and evaluation of all procurements with an estimated value up

to two billion rupees)

3. **Third Party Validation**

3.1. **In compliance with Rule 12** of Public Procurement Rules, 2004, the third-party validation committee or firm shall validate all procurements above five hundred million and up to two 2 billion rupees. The third-party validation shall be conducted at specifications, bidding documents preparation, technical (if any) & final evaluation stages.

4. **External Bid Evaluation Committee**

4.1. **As per Rule 13 of Public Procurement Rules, 2004**, procurements with an estimated value above two billion rupees shall be opened and evaluated by the Procuring Agency's notified External Bid Evaluation Committee.

5. **Opening of Bids**

5.1. The Procuring Agency will open all bids through EPADS, in the presence of bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign attendance sheet as proof of their attendance.

5.2. The bids shall be opened one at a time, and the following read out and recorded: (a) the name of the bidder; (c) the presence of a bid security, if required; and (d) any other details as the procuring agency may consider appropriate.

5.3. No bid will be rejected at the time of bid opening except for bids whose bid security has not been provided to the procuring agency before submission deadline.

5.4. The procuring agency shall prepare minutes of the bid opening. The record of the bid opening shall include, as a minimum: the name of the bidder and the bid price, if applicable.

6. **Confidentiality**

6.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other person(s) not officially concerned with such process, until the time of the announcement of the respective evaluation report.

6.2. Any effort by a bidder to influence the procuring agency processing of bids or award decision may result in the rejection of his bid.

7. Preliminary Examination of Bids

7.1. Prior to the detailed evaluation of bids, the procuring agency will determine whether each bid:

7.1.1. meets the eligibility criteria defined in **ITB 3**;

7.1.2. has been prepared as per the format and contents defined by the procuring agency in the bidding document;

7.1.3. is accompanied by the required securities; and

7.1.4. is substantially responsive to the requirements of the bidding document.

7.2. The procuring agency will confirm that the documents and information specified under **ITB 9,10 and 11** have been provided in the bids. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bids shall be rejected.

7.3. If a bid is not substantially responsive, it will be rejected by the procuring agency and may not subsequently be evaluated for complete technical responsiveness.

8. Examination of Terms and Conditions, Technical Evaluation

8.1. The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with **ITB 21**, to confirm that all requirements specified in **Evaluation Criteria, Technical Specifications and Schedule of Requirements**, prescribed in the bidding document have been

met without material deviation or reservation.

8.2. If after the examination of the terms and conditions and the technical evaluation, the procuring agency determines that the bid is not substantially responsive in accordance with **ITB 21**, it shall reject the bids.

9. Correction of Errors

9.1. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

9.1.1. if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the procuring agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

9.1.2. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and

9.1.3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

9.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Forms of bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

9.2. The amount stated in the bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder that shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, his bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 17**.

10. Conversion to Single Currency

10.1. As per Rule 30(2) of Public Procurement Rules, 2004.

11. Evaluation of Bids

11.1. The procuring agency shall evaluate bids in accordance with Rule 30 of Public Procurement Rules, 2004 and compare only those bids determined to be substantially responsive, pursuant to **ITB 24**.

11.2. In evaluating the Technical Bids of each Bidder, the Procuring Agency shall apply the evaluation criteria and methodologies specified in the Bid Data Sheet (BDS) and in accordance with the Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.

11.3. In case of tie of bids, the bidders shall be provided an opportunity to offer their best and final monetary offer through EPADS. However, in no case the rates shall be higher than the original financial bids.

11.4. The Procuring agency evaluation of a bid will take into account:

11.4.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

11.4.2. price adjustment for correction of arithmetic errors in accordance with **ITB 26**;

11.5. converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with **ITB 27**;

11.6. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

11.7. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a successful bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS**.

12. Determination of Most Advantageous Bids

12.1. Selection technique will be adopted for determining the Successful Bid in accordance with the criteria referred in the **BDS** or prescribed in the separate section titled as Evaluation Criteria.

13. Abnormally Low Financial Bids

13.1. Procuring agency may reject a bid if it has determined that the price, in combination with other constituent elements of the bid, is abnormally low in relation to the subject matter of the procurement, such that it raises material concerns on the part of the procuring agency, as to the ability of the bidder to perform the procurement contract satisfactorily for the offered price.

A procuring agency shall not reject a bid as abnormally low under sub-clause (1) above unless the procuring agency -

13.1.1. requested in writing through EPADS from the bidder a written clarification of his bid, including a detailed price analysis of his bid price in relation to the subject matter of the procurement contract, scope, methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document; and

13.1.2. having taken account, the information provided by the bidder in response to a request under paragraph (a) and the information included in the bid, the procuring agency determines that the bidder has failed to demonstrate its ability to perform the procurement contract satisfactorily for the offered price.

The procuring agency shall promptly communicate to the bidder concerned its decision to reject the bid, including the reasons for the decision.

14. Rejection of Bids

14.1. As per Rule 33 of the Public Procurement Rules, 2004

15. Cancellation of procurement

15.1. As per Rule 33 of Public Procurement Rules, 2004

16. Single Responsive Bid

16.1. The procuring agency may consider single responsive bid subject to underlying conditions of Rule 38(b) of the Public Procurement Rules, 2004.

17. Alternate Dispute Resolution (ADR)

17.1. As per Rule 49 of Public Procurement Rules, 2004

18. Arbitration Clause

18.1. (Appointing Authority for the Arbitrator shall be Chief Justice of Honorable Islamabad High Court OR Managing Director (PPRA) OR Secretary (Ministry of Law & Justice),

19. Fee of the Arbitrator

19.1. The fee shall be specified in PKR as determined by the Appointing Authority and shall be shared equally by each party.

20. Socio-economic development

20.1. As per Rule 24 of Public Procurement Rules, 2004, PA to encourage the inclusiveness of small and medium enterprises, and marginalized groups by according preferences in line with the notified policies of the Federal Government

21. Environmental objectives

21.1. As per Rule 4 of the Public Procurement Rules, 2004, The procuring agency may seek to procure services with a reduced environmental impact throughout their life cycle when compared to services with the same primary function that may otherwise be procured.

F. Award of Contract

1. Appointment of Contract Manager

1.1. The procuring agency shall designate a Contract Manager for each procurement or class of procurement who shall manage the contract as per Public Procurement Rules, 2004.

2. Criteria of Award

2.1. The procuring agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding document and who has been declared as Successful Bid .

3. Procuring Agency's Right to reject All Bids

3.1. The procuring agency reserves the right to reject all the Bids and to annul the procurement process at any time prior to acceptance of the bid(s), without thereby incurring any liability to the affected bidder(s).

3.2. Notice of the rejection of all bids shall be given promptly to all bidders that have submitted the bids. The procuring agency shall upon request communicate to any bidder the grounds for the rejection of his bid, but is not required to justify those grounds.

4. Procuring Agency's Right to Vary Quantities at the Time of Award

4.1. The procuring agency reserves the right, at the time of contract award, to increase or decrease not more than 15% of the original scope of related services originally specified in the Schedule of Requirements, provided that such variation does not exceed the percentage indicated in the **Bid Data Sheet (BDS)**. This adjustment shall be made without any change in the unit price or other terms and conditions of the Bids and Bidding Documents.

5. Notification of Award

5.1. Prior to the award of contract, the procuring agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.

5.2. Bidder whose bid has been accepted, will be notified for the award by the Procuring Agency prior to expiration of the Bid Validity period through EPADS. The Letter of Acceptance will state the sum that the procuring agency will pay the successful bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

5.3. The notification of award will constitute the formation of the Contract, subject to the condition that bidder furnish the Performance Guarantee and signing of the contract.

6. **Signing of Contract**

6.1. Promptly after notification of award, Procuring Agency shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract. The successful bidder and the procuring agency shall sign the contract.

7. **Performance Guarantee**

7.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee in the amount and in the form stipulated in the **BDS and SCC**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

7.2. Failure of the successful bidder to comply with the requirement of **ITB 49.1** shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the procuring agency may make the award to the next ranked bidder or call for new bids.

8. **Advance Payment**

8.1. The Procuring Agency will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the **BDS**. The Advance Payment request shall be accompanied by an Advance Payment Guarantee in the form provided in Contract Forms.

9. **Arbitration**

9.1. The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the **SCC**.

10. Corrupt & Fraudulent Practices

10.1. Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

G. Grievance Redressal & Complaint Review Mechanism

1. Constitution of Grievance Redressal

1.1. Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of an odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement.

2. GRC Procedure

2.1. Any aggrieved party or bidder as the case may be, may file grievance in accordance with Rule 48 of the Public Procurement Rules, 20 and Redressal of Grievance Regulations, 2022

H. Blacklisting/ Debarment

1. Procedure for Blacklisting/Debarment

1.1. The procuring agency may initiate blacklisting proceedings against contractor/supplier in accordance with Rule-19 of the Public Procurement Rules, 2004, Mechanism for Blacklisting, Debarment Regulations, 2024 and "procedure for filling and disposal of review petition under rule-19(3) of the Public Procurement Rules, 2004.



Bid Data Sheet

Bids Data Sheet (BDS)

The following specific data for the procurement of Goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

BDS Clause Number

ITB Number

Amendments of, and Supplements to, Clauses in the Instruction to Bidders

A. Introduction

BDS Clause Number 1

ITB Number 1.1

Name of Procuring Agency: **Pakistan Reinsurance Company Limited (Ministry of Commerce)**

The subject of procurement is: **NEELUM JHELUM REINSURANCE COVERAGE - CAR/TPL**

Expected commencement date: **Monday, August 17, 2026**

BDS Clause Number 2

ITB Number 2.1

Financial year for the operations of the Procuring Agency: **2025-26**

Name and identification number of the Contract: **P31961**

BDS Clause Number 3

ITB Number 4.6

JV/Consortium or Association Allowed: **No**

Number of JV/Consortium Members: **Nil**

B. Bidding Documents

BDS Clause Number 4

ITB Number 7.1

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Sunday, May 31, 2026

BDS Clause Number 5

ITB Number 8.1

Any addendum, in case issued, shall be published on **Pakistan Reinsurance Company Limited (Ministry of Commerce)** website and on **EPADS v2.0**.

BDS Clause Number 6

ITB Number 9.1

List of documents required along with the bid: No

BDS Clause Number 7

ITB Number 11.1

The qualification criteria to establish the supply / production capability of the bidder.

see Eligibility Criteria

BDS Clause Number 8

ITB Number 7.6

Services and Their related documents:

See section Required Services and Scope of Work

BDS Clause Number 9

ITB Number 13.1 & 13.2

Price schedule will be provided according to the format defined and acquired.

see section price schedule.

BDS Clause Number 10

ITB Number 7.6.2

Specifications:

see section of specifications.

C. Preparation of Bids

BDS Clause Number 11

ITB Number 13.5

The price shall be **Fixed**.

BDS Clause Number 12

ITB Number 15.1

Currency of the Bids shall be : **PKR**

BDS Clause Number 13

ITB Number 16.1

The Bids/Bid Validity period shall be: **45 Days**

BDS Clause Number 14

ITB Number 17.1

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**

The Bid Security shall be in the form of: **Pay Order, Others**

BDS Clause Number 15

ITB Number 17.3

The Bids security shall be valid for twenty-eight (28) days beyond the expiry of the Bids validity period specified in the bidding documents, for example the bid validity is 180 days so the bid security shall be valid for $180+28 = 208$ days.

BDS Clause Number 16

ITB Number 18.1

Alternative Bids to the requirements of the bidding documents will not be permitted.

D. Submission of Bids

BDS Clause Number 17

ITB Number 21.1

Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;

PRC Towers, M.T Khan Road, Karachi

Bids that are not submitted on EPADS v2.0 shall be disqualified.

The deadline for Bids submission is: **Monday, June 8, 2026 11:00 AM**

E. Opening and Evaluation of Bids

BDS Clause Number 18

ITB Number 26.1

The Bids opening shall take place on **EPADS v2.0**.

Day : **Monday**

Date: **Monday, June 8, 2026**

Time : **11:30 AM**

BDS Clause Number 19

ITB Number 32.1

Selection technique adopted will be: **Least Cost Based Selection (LCBS)**
see *Evaluation Criteria*

F. Award of Contract

BDS Clause Number 20

ITB Number 49.1

The Performance guarantee shall: **0%**.

The Performance Guarantee shall be acceptable in the form of: **Nil**

21.

51.1

Arbitrator shall be appointed by mutual consent of the both parties.

G. Review of Procurement Decisions

BDS Clause Number 22

ITB Number 53.1

Grievance against this procurement shall be submitted online on EPADS v2.0.

Eligibility Criteria

Bidder's Type	Required Registration
Partnership Firm	None
Company (Private Limited)	
Company (Public Limited)	
Company (Holding Company)	
Company (Limited by Guarantee)	

Eligibility Criteria	Document
Bidder should be an international (re)insurance broker having an annual premium placement volume of at least USD 500 million.	Yes

Evaluation Criteria

Least Cost Based Selection (LCBS)

Technical Marks	100
Passing Marks	100

Technical Evaluation Criteria	
Foreign brokers as well as local affiliates to submit valid professional indemnity policies meeting regulatory requirements of their respective countries of registration. (Quantitative)(Doc Required)	5
Name of Lead Reinsurer. (Quantitative)(Doc Required)	5
Lead Reinsurer Rating: minimum "A" as per S&P/AM Best Moody's and Fitch (Quantitative)(Doc Required)	5
Lead Reinsurer Share: at least 15% not more than 25% (Quantitative)(Doc Required)	10
Country of Origin (Quantitative)(Doc Required)	5
Quotation should be "FIRM" quote (Quantitative)(Doc Required)	5
Validity of quote should be forty-five (45) days from date of opening of bid. (Quantitative)(Doc Required)	10
No underwriting agencies are allowed as leader. (Quantitative)(Doc Required)	10
Quotation/slip/policy wording should be without any expressed or implied subjectivities/conditions/additional exclusions/warranties. (Quantitative)(Doc Required)	5
Premium Payment warranty should be ninety (90) days from the inception of the policy period. (Quantitative)(Doc Required)	5
Law and Jurisdiction must be (Pakistan) (Quantitative)(Doc Required)	5
Actual Quotation slip/policy wording signed/stamped by the leader must be attached (Quantitative)(Doc Required)	10
Sum Insured/Limit of Liability:	

<p>1) Contract Works: PKR 29,910,756,776 2) Contract Price: PKR 33,929,907,149 3) Contractors' Plant & Machinery: Current value PKR 855,589,938 (CPM list is provided. Additional CPM items to be added later via endorsement, if any) 4) Clarence of Debris: PKR 524,349,000 5) Earthquake: PKR 280,000,000 per occurrence; PKR 1,400,000,000 in aggregate. 6) Tunnel and underground works: PKR 1,400,000,000 per occurrence. 7) Designer's risk clause: PKR 1,400,000,000 per occurrence; PKR 2,800,000,000 in aggregate 8) Terrorism, strike, riot & civil commotion: PKR 560,000,000 per occurrence; PKR 1,400,000,000 in aggregate. 9) Malicious Damage Clause: PKR 560,000,000 per occurrence; PKR 1,400,000,000 in aggregate. 10) Sub-Limits of Volcanism, Tsunami, Storm, Cyclone, Flood, Inundation, Landslide: In accordance with the proposal form. 11) Third Party Liability: Bodily Injury, Property Damage: In accordance with the proposal form. (Quantitative)(Doc Required)</p>	10
Deductibles:	
<p>1) For man-made liability accidents: Higher of PKR 2,800,000 or 5% of the total loss amount. 2) Standard Deductible (for other incidents): Higher of PKR 2,800,000 or 5% of the total loss amount. (Quantitative)(Doc Required)</p>	10

Required Services

Positions Without Lots :

Position	Delivery Schedule	Quantity	Bid Security
Reinsurance coverage (CAR/TPL) for NJHPC Net to broker (PKR)	<p>Address: PRC Towers, M.T Khan Road, Karachi</p> <p>Schedule: 30 Days Quantity: 1</p>	1	6000000

Related Services :

No

Services Specifications

Positions Without Lots :

Position: Reinsurance coverage (CAR/TPL) for NJHPC Net to broker (PKR)

Specifications / Requirements:

As mentioned in the attached documents.

Scope of Work

As per attached Annexures.

Price Schedule

For Individual Positions

#	Position Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
1							
2							

For Lots

#	Lot Title	Total Lot Price (PKR)	Country of Origin
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1	[Lot 1 Title]		
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General Conditions of Contract

A. General

1. Definitions

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. "Applicable Law" means the laws and any other instruments having the force of law in the Government's Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. "The Contract" means an agreement enforceable by law;

1.1.3. "The Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. "The Services" means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor's Bid;

1.1.5. "Ancillary Services" means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. "GCC" means the General Conditions of Contract contained in this section;

1.1.7. "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. "Day" means calendar day unless indicated otherwise;

1.1.9. "Effective Date" means the date on which this Contract comes into force and effect;

1.1.10. "The Contractor" means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. "The Project Site," where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. "Government" means the Government of Pakistan;

1.1.13. "Local Currency" means the currency of Pakistan;

1.1.14. "In Writing" means communicated in written form with proof of receipt;

1.1.15. "Completion Date" means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. "Foreign Currency" means any currency other than the currency of the country of the Procuring Agency;

1.1.17. "Party" means the Procuring Agency or the Contractor, as the case may be, and "Parties" means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. "Subcontractor" means any entity to which the Bidder subcontracts any part of the Services.

2. **Applicable Law**

2.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

3. **Language**

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractor and the Procuring Agency, shall be written in the **English language** unless otherwise stated in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

4. **Notices**

4.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC.

5. **Location**

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in SCC.

6. **Authorized Representatives / Authority of Member in charge**

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the SCC.

B. **Commencement, Completion, Modification, and Termination of Contract**

1. **Effectiveness of Contract**

1.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the SCC.

2. Commencement of Services

2.1. The Contractor shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

3. Program schedule

3.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

4. Starting Date/Expiration Date

4.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.

4.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

5. Entire Agreement

5.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

6. Modification

6.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.

6.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

7. Force Majeure

7.1. Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Contractor and which makes a Contractor's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

7.2. No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

7.3. Extension of Time

Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

7.4. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

8. Termination

8.1. By the Procuring Agency

The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

8.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

8.1.2. If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

8.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

8.1.4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

8.1.5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

8.2. By the Contractor

The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

8.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue;

8.2.2. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

8.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

8.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

C. Obligations of the Contractor

1. General

1.1. Standard of Performance

1.1.1. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties;

1.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

1.2. Law Applicable to Services

The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

2. Conflict of Interests

2.1. Contractor Not to Benefit from Commissions and Discounts

The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

2.2. Contractor and Affiliates Not to be Otherwise Interested in Project

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

2.3. Prohibition of Conflicting Activities

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

2.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

2.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

2.3.3. after the termination of this Contract, such other activities as may be specified in the SCC.

3. Insurance to be Taken Out by the Contractor

3.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

4. Contractor's Actions Requiring Procuring Agency's Prior Approval

4.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

4.1.1. appointing such members of the Personnel not provided by the Contractor;

4.1.2. changing the Program of activities; and

4.1.3. any other action that may be specified in the SCC.

5. Reporting Obligations

5.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

6. Liquidated Damages

6.1. Payments of Liquidated Damages

The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

6.2. Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in SCC.

6.3. Lack of performance penalty

If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

7. Performance Guarantee

7.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC**.

7.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

7.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**.

7.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC**.

8. Sustainable Procurement

8.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC**.

D. Contractor's Personnel

1. Description of Personnel

1.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

2. Removal and / or Replacement of Personnel

2.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

2.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

2.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

E. Obligations of the Procuring Agency

1. Change in the Applicable Law

1.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the SCC.

2. Services and Facilities

2.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

2.2. In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

F. Payments to the Contractor

1. Contract Price

1.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the SCC.

2. Terms and Conditions of Payment

2.1. Payments will be made to the Contractor according to the payment schedule stated in the SCC and as per actual invoice submitted by the Contractor.

2.2. Unless otherwise stated in the SCC, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

3. Quality Control Identifying Defects

3.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the SCC. The Procuring Agency shall check the Contractor's performance and notify him of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the SCC.

4. Correction of Defects, and Lack of Performance Penalty

4.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

4.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

4.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

5. Settlement of Disputes Amicable Settlement

5.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

6. Dispute Settlement

6.1. Arbitration

If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.



Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

Number of GC Clause

Amendments of, and Supplements to, Clauses in the General Conditions of Contract

Definitions

The Procuring Agency is: Pakistan Reinsurance Company Limited (Ministry of Commerce), Procurement Specialist PRC Towers, M.T Khan Road, Karachi

The Supplier is:

The title of the subject procurement is: NEELUM JHELUM REINSURANCE COVERAGE - CAR/TPL

Number of GC Clause 2

Applicable/Governing Law:

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

Number of GC Clause 3

Language:

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English**.

Number of GC Clause 4

Notices:

The addresses for the notices are:

Procuring Agency:

Pakistan Reinsurance Company Limited (Ministry of Commerce), Procurement Specialist
PRC Towers, M.T Khan Road, Karachi
+92-300-699-8576
aghafoor@pakre.org.pk

Contractor/ Bidder:

[Name, address and telephone number].

The Contractor/ Bidder's Representative(s)

[Name, address, telephone number and e-mail address]

Number of GC Clause 6.1

The Authorized Representatives are:

For the Procuring Agency:

Pakistan Reinsurance Company Limited (Ministry of Commerce), Procurement Specialist
PRC Towers, M.T Khan Road, Karachi
+92-300-699-8576
aghafoor@pakre.org.pk

For the Bidder:

Name:

Designation:

Address:

Number of GC Clause 7

Effectiveness of the contract

The Contractor/Bidder shall be effective within days from the date of signature of the Contract by both parties

Number of GC Clause 8

Commencement of Contract:

The Contractor/ Bidder shall provide Non-Consultancy Services from the effective date of contract.

Number of GC Clause 10.2

Expiration of Contract:

The time period shall be

Number of GC Clause 14

Termination

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Goods till the time of alternate arrangements.

Number of GC Clause 16

Conflict of Interest:

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17.

Number of GC Clause 20

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.01%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 21

Performance Guarantee:

The amount of performance guarantee shall be 0% of the contract price in acceptable form of Nil

Number of GC Clause 27

Currency of Payment:

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

Number of GC Clause 28

Payment terms:

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

Number of GC Clause 29

Identifying Defects:

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

Number of GC Clause 31

Following is the guidance for Dispute Resolution

1. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.
2. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.
3. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.

4. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.

5. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Bidder any monies due to the Bidder.

Arbitrator's fee:

The fee shall be specified in Pak Rupees, as determined by the Arbitrator, which shall be shared equally by both parties.

Appointing Authority for Arbitrator:

By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.



Bid Securing Declaration

Form 9: Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.: **P31961**

To: **Pakistan Reinsurance Company Limited (Ministry of Commerce), Procurement Specialist PRC Towers, M.T Khan Road, Karachi**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
2. Disagreement to arithmetical correction made to the Bid price; or
3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.



Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the _____ day of _____ 20____ between **Pakistan Reinsurance Company Limited (Ministry of Commerce), Procurement Specialist PRC Towers, M.T Khan Road, Karachi**

(hereinafter called “the Procuring Agency”) of the one part and [name of Bidder] of [city and country of Bidder] (hereinafter called “the Bidder”) of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **NEELUM JHELUM REINSURANCE COVERAGE - CAR/TPL (P31961)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency’s Letter of Acceptance; and

8. [add here: any other documents]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

.....

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Bidder:





Integrity Pact

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract Number: Contract Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.



Performance Guarantee Form

Performance Guarantee Form

To: **Pakistan Reinsurance Company Limited (Ministry of Commerce), Procurement Specialist PRC Towers, M.T Khan Road, Karachi**

WHEREAS *[name of Bidder]* (hereinafter called “the Bidder”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Goods (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Bidder’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidders guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]



Annexure

CAR - Questionnaire and Proposal Form (For NICL)

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **CAR - Questionnaire and Proposal Form (For NICL)** (page number: 66)

Financial Matrix Sheet

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Financial Matrix Sheet** (page number: 69)

Tender Letter

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Tender Letter** (page number: 70)

Corrigendum

Information (Read-Only)

See Form Under Additional Forms and Documents: **Corrigendum** (page number: 74)

Addendum-I

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Addendum-I** (page number: 75)



Procurement Forms







Additional Forms and Documents



National Insurance Company Limited

(OWNED BY GOVERNMENT OF PAKISTAN)

NICL Building 63 Jinnah Avenue, Blue Area, Islamabad

Ph: 051-9100334
Fax: 051-9100350

Questionnaire and Proposal for

Contractor's All risks Insurance No.

1 Title of contract (if project consists Restoration / Rehabilitation Works of Headrace Tunnel of Neelum Jhelum Hydroelectric Project along-with complete investigations / testing of TBM of several sections, specify excavated portions of HRT and designing of all temporary and permanent works.
section (s) to be insured)

Including main blockages and the remedy of damage(s) in 48.279 km length along with Access Tunnels (Adits) in accordance with provisions of the Contract.

2 Location of site Site C1 - Village Nauseri 41km from Muzaffarabad
Site C2 - Majhoi, Muzaffarabad AJ&K
Country/ province/ district/ City/ town/ village Muzaffarabad/ Nauseri, Majhoi, Chatter kalas
Pakistan/ AJ&K / Muzaffarabad

3 Name and address of Principal Neelum Jhelum Hydropower Company (Pvt.) Ltd. (NJHPC)
NJHPC Colony, C-3,ChatterKalas,Muzaffarabad

4 Name(s) and address(es) of Contractor(s) China Gezhouba Group No. 3 Engineering Co. Ltd. (CGGC-3)
Unit 1-2102, Building 1, Phase II, Qiyuan JINSHANG, No. 36, Jinye Road, High-Tech Zone, Xi'an City, Shaanxi Province, P.R.China

5 Name(s) and address(es) of Subcontractor(s) N/A

6 Name and address of Consulting Engineer Nelum Jhelum Consultant (JV between MWH-Int, NORPLAN, NESPAK, ACE & NDC)
Malik House, Lower Chatter Muzaffarabad

7 Description of contract work (please give detailed technical information) Dimension (length, height, depth, spans, number of floors)

The Contractor shall perform the Restoration / Rehabilitation work of Headrace Tunnels of Neelum Jhelum Hydroelectric Project (HRT-NJHEP) including main blockages and the remedy of damage(s) in 48.279 km length along with Access Tunnels (Adits) in accordance with provisions of the Contract. The Contractor shall complete the Contract Works in accordance with the Contract, including but not limited to:

P&G's: Provision of access, ventilation systems, communication systems, illumination systems, temporary drainage systems, care of water, vehicles, and camp restoration, etc.

Construction and execution of all Temporary Works associated with the restoration / rehabilitation of Headrace Tunnels of NJ Project as per listed in BoQ Items or as directed by of the Engineer.

Work contents in the BoQ list for restoration/rehabilitation of tunnels includes stabilization of the collapsed areas of HRT&Adits, debris and silt removal, clearing of the Adits and HRT, installation of all necessary support works as per drawings and direction of the Engineer, Concrete Lining of TBM inverts as directed, wall, crown & invert lining of HRT (about 7,500m length), installation of RRS and required supports work to strengthen those identified weak areas as directed by the Engineer, invert pavement in selected areas, lattice girders, repair of cavities and wedge failure zones of tunnels as directed by the Engineer. This includes excavation and full lining of the blockage zones; with full lining extended to a distance specified upstream and downstream.

The final lining extent and support design will be decided after the Contractor's complete in-situ geological investigation, in-situ testing, sampling and laboratory testing, followed by the recommendations by the Contractor regarding the length of concrete lining and other supports. Based on the initial tunnel inspection by the Engineer, the preliminary zones to be repaired and the design type are listed in the NJC's letter PO-35981, below:

- ◆ Initial tunnel supports and excavation methods of the main blockages is by the Contractor,
- ◆ Lining pavement of inverts in TBM tunnels that do not receive full lining,
- ◆ Eventual handling and removal of debris field located downstream of the main blockages.
- ◆ Repair of downstream single tunnel concrete lining's spalls at about 20 to 27 various locations.
- ◆ Rock supports, lining and RRS support repairs to the Adit A2 at areas identified.
- ◆ Excavation and repairs to the blockages in Adit A4 at areas identified and as directed.
- ◆ Dewatering of Adit A3 tunnel. Provision of temporary access through the Adit A3 Plug. Demolition of existing plug(s), replacement of plug(s) and plug(s) grouting. Remedial repairs to Adit A3 tunnel support as required and directed based on inspections to be performed.
- ◆ Cleaning and removal of silt and debris from TBM tunnels, all areas.
- ◆ Emptying and clearing of debris and silt from the debris traps and their reinstatement to working condition as per instruction of the Engineer.

Design, Furnish, and Installation of permanent Instrumentation (flow meters) under a provisional sum.

Site Investigation: Core samples with geologic drills equipped with double tube (or triple tube split inner barrel) core barrel. Over-Coring in-situ stress tests with accordant laboratory performed by a specialized subcontractor under provisional sum.

The Engineer's letter No. PO-35981 dated 25th January 2025 describes the Preliminary Scope of Work and other detail(s) along-with damaged portions is attached at Appendix-M for reference.

Foundation (method, level of deepest excavation)

Concrete & shotcrete Invert, the deepest excavation is about 2000m

Construction methods

The preliminary quantum of the work has been identified based upon the initial physical inspection of accessible HRT zones and the same has been highlighted on the attached drawings. However, precise quantum of work will be assessed based on full inspection of HRT. Stations should be considered approximate and will be finalized after detailed survey.

Preliminaries and Access:
The repairs to the HRT and Adits require the following minimum initial works:

- ★ Restoration of Camp areas, batch plant, workshop, store, etc.
- ★ Establish access via the Adit A1/A2/A3/A4
- ★ Removal of A3 Plug and restoration of the A3 Adit and access to HRT (optional)
- ★ Establishment of power to all work areas,
- ★ Lighting of all work areas,
- ★ Ventilation of all work areas,
- ★ Establishment of communication systems,
- ★ Care of water at all sites,
- ★ Debris Excavation and spoil; all areas; loose rock and silt etc.
- ★ Temporary Crossing and Cleaning of Debris Traps (4),
- ★ Tunnel Surveys,
- ★ Temporary steel work frames and platforms,
- ★ Fabricate steel shutters for lining of the designated TBM repair zones
- ★ Stabilization of collapsed area(s) by canopy tube method,
- ★ Installation of RRS at weaker zones and wedge failures

Construction materials

Main construction materials include steel bars, steel fiber, cement, sand and gravel, diesel, rockbolt, wiremesh, concrete, waterproof materials, pipes and other materials.

¹ If necessary use a separate sheet.

8 Is the Contractor experienced in this type of work or construction methods?

Yes No

China Gezhouba Group No.3 Engineering Co.,Ltd. is a wholly-owned subsidiary of Energy China. It has two licenses with China Energy Engineering Group Co., Ltd. General Contracting Branch, representing Energy China in exercising the investment, construction, and market rights of the project. It is an important member enterprise of Energy China that fully expands the fields of "all electricity, all cities, all transportation, all water, all ecological and environmental protection, and all digital". As a leading company in the international market development of Energy China, the company's international business areas are distributed in South Asia, Central Asia, the Middle East, Central and Eastern Europe and Russia. In recent years, the company has realized rolling development in Pakistan, built a project group with a total contract value of nearly 12 billion US dollars.

9 Period of Insurance	Commencement of work	Provisional Letter of Acceptance has been issued.(2026.01.06)	
	Duration of construction	Months	730 days (24 months)
	Date of completion	730 days (24 months) from date of commencement.	
	Maintenance period	Months	365 days (12 months)

10 Work to be carried out by Subcontractors
It mainly includes tunnel lining, backfill concrete, fabrication and installation of steel bars (steel mesh), installation, commissioning, dismantling and operation of steel form trolley for tunnel lining (positioning, form erection, form removal and trolley shifting), maintenance and upkeep, etc.

11 Special risks

Fire, Explosion	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
Flood, inundation	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
Landslide, storm, cyclone	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
Blasting	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
Other	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
Volcanism, tsunami	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
Have earthquakes been observed in this area?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
If so, please state intensity (Mercalli)	Magnitude	Richter	7.6 Richter scale earthquake	
Is the design of the structures to be insured based on regulations regarding earthquake-resistant structures?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
Is the design standard higher than stipulated in the relevant regulations?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No

12 Subsoil conditions

<input checked="" type="checkbox"/> Rock	<input checked="" type="checkbox"/> Gravel	<input checked="" type="checkbox"/> Sand	<input checked="" type="checkbox"/> Clay	<input type="checkbox"/>	filled ground
Other					
Do geological faults exist in the vicinity?					
<input checked="" type="checkbox"/>	Yes		<input type="checkbox"/>	No	

13 Ground-water level

14 Nearest river, sea, etc.

Name	Neelum river and Jhelum river	
Distance	Neelum river is 245 km long, and merging with the Jhelum River near Muzaffarabad	
Levels	Low water	Mean water
Highest level recorded		

15 Meteorological conditions

Rainy season from	February to April and June to September		
Max. rainfall (mm)	161.3	<input type="checkbox"/> per hour	<input type="checkbox"/> per day <input checked="" type="checkbox"/> per month
Storm hazard	<input type="checkbox"/> minor	<input checked="" type="checkbox"/> medium	<input type="checkbox"/> high

16 Are extra charges for overtime, nightwork, work on public holidays to be included?

Yes No

Limit of indemnity

17 Is Third Party Liability to be included?

Yes No

Has the Contractor concluded a separate policy for TPL?

Yes No

Limit of indemnity Rs. 2.5 million per occurrence with number of occurrences unlimited. For injury or death of persons, it will be dealt under local laws of AJ&K.

18 Details of existing buildings or surrounding property possibly affected by the contract work. Such as by excavating, underpinning, piling, vibration, ground-water lowering, etc.
Chatter Kalas Muzaffarabad also is the part of this project, where constructed power house/Wapda colony/ Administration building Offices etc.

19 Are existing buildings and/or structures on or adjacent to the site, owned by or held in care, custody or control of the Contractor(s) or the Principal, to be insured against loss or damage arising out of or in connection with the contract works?

Yes No

Limit of indemnity

Exact description of these buildings/structures

20 Please state hereunder the amounts you wish to insured and the limits of indemnity required (cf. Policy Wording, Section I, Memo I, and Section II.)

Currency:

Section I

Material Damage

Items to be insured	Sums to be insured
1 Contract work (permanent and temporary work, including all materials to be incorporated herein)	Rs.29,910,756,776 (This insurance coverage shall only cover the physical construction works executed by the Contractor. It shall not include survey and design fees, dayworks, provisional sums, operation and maintenance costs of the Contractor's camps and offices, the Engineer's camps and offices, laboratories, access road, T8 pump station, as well as underground ventilation, power supply and water supply facilities.)
I.I Contract price	Rs.33,929,907,149

I.2	Materials or terms supplied by the Principal(s)	N/A
2	Construction plant and equipment	N/A
3	Construction machinery (please attach list showing replacement values of new items)	Rs.1,837,135,210
4	Clearance of debris (insured only up to the amount indicated)	Rs.524,349,000
Total sum to be insured under Section I:		
Special risks to be insured		Limits of indemnity ²
Earthquake, volcanism, tsunami		80% insured amount on CAR
Storm, cyclone, flood, inundation, landslide		80% insured amount on CAR
Items to be insured		Limits of indemnity ³
I.Bodily injury		Rs.300,000,000
I.I.any one Person		For injury or death of persons, it will be dealt under local laws of AJ&K.
I.2 total		Rs.250,000,000
2. Property damage		Rs. 2.5 million per occurrence with number of occurrences unlimited.
Total limit to be applied under Section II:		Rs.550,000,000

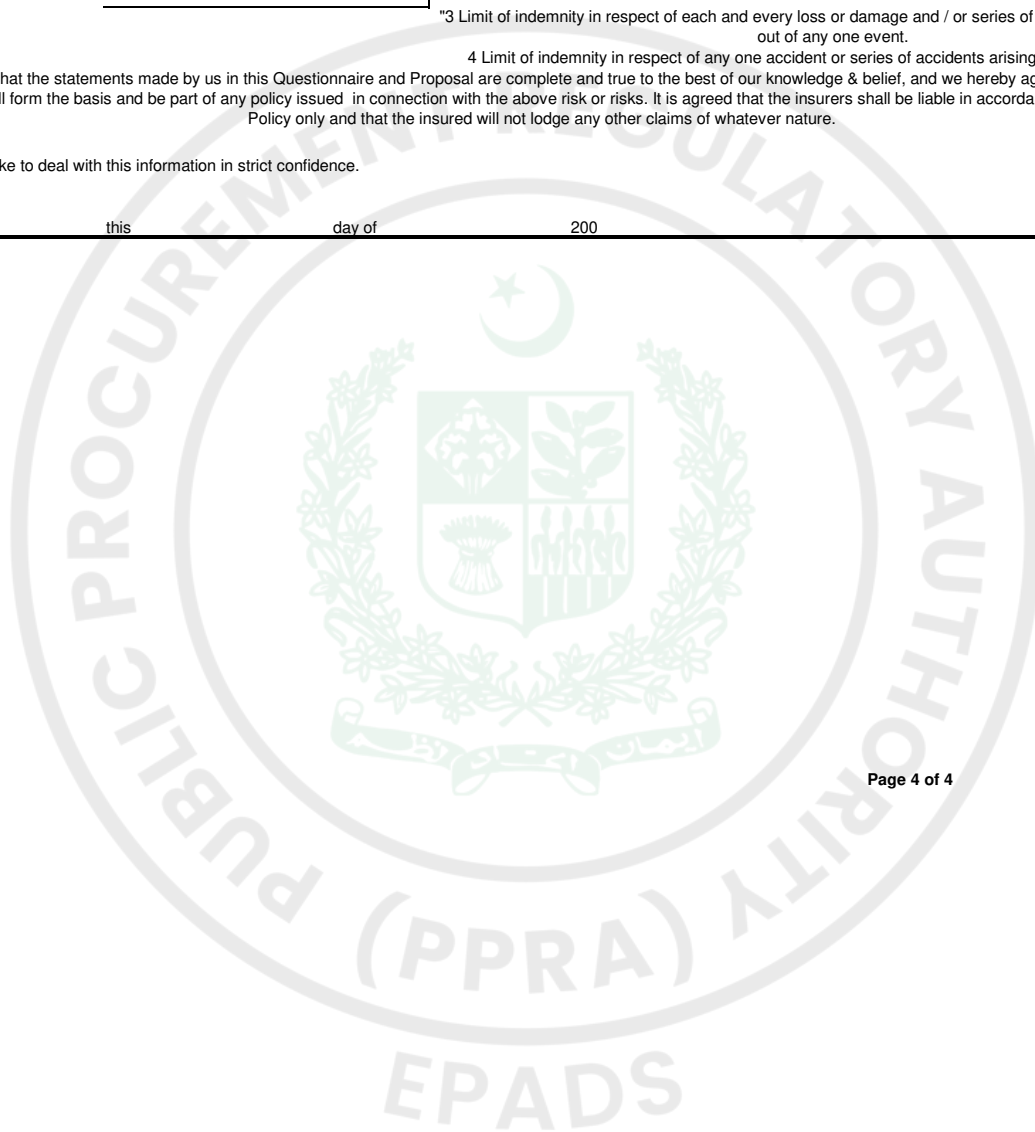
³ Limit of indemnity in respect of each and every loss or damage and / or series of losses or damages arising out of any one event.

⁴ Limit of indemnity in respect of any one accident or series of accidents arising out of any one event."

We hereby declare that the statements made by us in this Questionnaire and Proposal are complete and true to the best of our knowledge & belief, and we hereby agree that this Questionnaire and Proposal shall form the basis and be part of any policy issued in connection with the above risk or risks. It is agreed that the insurers shall be liable in accordance with the terms of the Policy only and that the insured will not lodge any other claims of whatever nature.

The insurers undertake to deal with this information in strict confidence.

Executed at _____ this _____ day of _____ 200_____



Broker's Letter Head

Subject: Neelum Jhelum Hydropower Company (Pvt.) Limited- NJHPC
Construction All Risks-CAR (including CPM & Workmen Compensation) & Third Party
Liability (TPL) Reinsurance
Policy Period From: Twenty Four Months (TBA)-CAR
Followed by Twelve Months Maintenance Period
Method of Tender: Single stage - Two Envelope Basis

Financial Compliance Matrix Sheet

Amount in PKR

Particulars	
Gross Premium (100%) including all layers (if any)	
Less: Client Discount (if any non-conditional discount)	
Premium after Discount	
Add: Broker Fee (if applicable)	
Premium 100% (Payable by Client)	
Less: 10% Reinsurance Commission	
Net to Broker 100%	

Name of Broker: _____

Signature: _____

Stamped: _____

Dated: _____



Pakistan Reinsurance Company Limited

(Under the administrative control of Ministry of Commerce, Government of Pakistan)

PRC Towers, 32-A, Lalazar Drive, M.T. Khan Road, Karachi, Pakistan

Ph: 021-99202908- 14 Fax: (92-21) 99202920-21 & 22

prcl@pakre.org.pk, Website: www.pakre.org.pk

TERMS AND CONDITIONS FOR TENDER NO. 138(PRCL-RETRO-NJHPC-CAR (Incl. CPM & WC)/TPL)/2026

1. Bidder should be an international (re)insurance broker having an annual premium placement volume of at least USD 500 million, evidence of which must be submitted with bids. The international broker should submit the bid directly. The local affiliate must have a valid SECP license, NTN, Sales Tax (if services are taxable), and on active taxpayers' list of FBR. PRCL may any time ask for a foreign and local broker's written agreement or MOU etc. Nevertheless, the (re)insurance premium will only be paid/transferred into a foreign broker's account, whose signed and stamped slips are submitted with bids and similarly, refund/adjustment premiums, claims proceed, if any, should be transferred by the foreign broker directly into PRCL's account. Foreign broker as well as local affiliate both are required to submit copies of their respective valid professional indemnity policies meeting regulatory requirements of their respective countries of registration.
2. One Bidder (international broker) can submit only one bid; more than one bid(s) received from one broker will be liable to rejection.
3. Bidder shall not be blacklisted by any Government Agency/Institution of Pakistan. The bidder shall affirm this condition in their technical submission. However, temporary blacklist firm/bidder can submit bid if the blacklisting period has ended before the bid submission date.
4. Bidder who wishes to participate in this tender shall also intimate the name, contact number, and e-mail address of its authorized representative. Only the authorized representative shall be allowed to communicate with PRCL, seek clarification, participate in pre-bid conference/bid opening, etc. Further please note that any email from local affiliated broker, if sent without keeping in loop international broker, the same will not be entertained by PRCL. Hence, international brokers must be kept in the loop in all emails/correspondences with PRCL.
5. Bidder must submit a signed/ stamped compliance matrix that must be on foreign broker's letter-head with their Technical bid and premium calculations with their financial bid as per the format provided with this letter.
6. Bid should be a FIRM QUOTE (not an indication or subject to 'Best Terms'). Price change/variation after opening of bids may lead to disqualification of the bidder/rejection of the bid.
7. Leader's written confirmation must be submitted by the broker to support any clarification/correction in their bid/policy wording that may be provided by them in response to PRCL's request.
8. Bid should be without any expressed or implied subjectivities/conditions/additional exclusions and warranties otherwise it may lead to disqualification.
9. All non-conditional discounts (e.g., Client and special Discounts etc) must be separately mentioned in the bid. PRCL will include these discounts in financial evaluation.



Pakistan Reinsurance Company Limited

(Under the administrative control of Ministry of Commerce, Government of Pakistan)

PRC Towers, 32-A, Lalazar Drive, M.T. Khan Road, Karachi, Pakistan

Ph: 021-99202908- 14 Fax: (92-21) 99202920-21 & 22

prcl@pakre.org.pk, Website: www.pakre.org.pk

10. All conditional discounts and bonuses (e.g., No claim bonus, prompt payment discount, and continuity discount) must separately be mentioned in the bid. Being conditional such discounts/bonuses whether upfront or otherwise, will not be included in the financial evaluation/comparison. Only in case of a tie such conditional discounts/bonuses will be included in comparison.
11. Bidder shall ensure that the lead reinsurer, whose quote is being submitted, shall later be reflected in the placement sheet with the required lead share. The cover note/policy wording must also be signed by the same leader with the share quoted in bid.
12. Bidder must provide risk-wise break up along with the premium for each section as well as the aggregate premium in their financial bid. A computation sheet summarizing the gross premium/price to net premium/price working shall also be submitted
13. The bidder whose submission (i) is compliant with evaluation criteria and other conditions of the bidding documents and client requirements and (ii) having lowest evaluated bid shall be declared as the successful bidder.
14. Successful bidder shall complete placements at the earliest but not later than 15 days from the date of issuance of the placement order.
15. The size of reinsurance order to the winning broker of this tender shall be advised by the PRCL at the time of order placement that may vary from the reinsurance order placed with the incumbent broker for the expiring period.
16. If requested by the client or circumstances so warrant during the reinsurance period, the incumbent broker may be asked for amendment(s) in the scope of cover &/or additions / deletions in the items covered &/or increase / decrease in the sum(s) insured / limit(s) of liability / deductible(s) etc. The terms and conditions of these endorsements will be mutually agreed upon by all the parties involved.
17. If requested by the client or circumstances so warrant the incumbent broker may be asked to arrange extension(s) in the period of reinsurance cover. The terms and conditions of these extensions will be mutually agreed upon by all the parties involved.
18. In case of appointed broker's poor services especially with regards to the claim(s) recoveries under the cover in question whether slow &/or no response to the client's/PRCL's emails/correspondence &/or delay in collection of claims proceeds from the relevant reinsurers &/or delay in transferring claims proceeds so collected to PRCL, the contract awarded to the broker as a result of this tender may be discontinued before completion of its full period and the brokers (foreign and their local affiliates) may also be debarred from participating subsequent PRCL tenders till their issues are resolved to the full satisfaction of PRCL.
19. Name of the leader along with the country of origin and current rating must be advised by the bidders at the time of submitting the bid. Share of the lead reinsurer must be at least 15% and must hold at minimum "A" rating per S&P/ AM Best/ Moody's/ Fitch that should be clearly confirmed by the bidder in their technical



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Bid. Separate leaders are allowed on each layer but the lead share in each individual layer must be not less than 15% and not more than 25% of that respective layer.

20. The remaining risk must also be placed with minimum "A- "securities or above as per the rating signed by S&P/ AM Best/ Moody's/Fitch. Managing General agencies and underwriting agencies who write the risk on behalf of minimum A- rated securities (signed by S&P/ AM Best/ Moody's/Fitch) are allowed to be used as follow/support market up to 20% of 100%, but in no case any Managing General agency and underwriting agency (irrespective of its principal or owner) is allowed to be used as leader. Further, Takaful/Re-Takaful/Operator/Company are not allowed even as a follower.
21. Quoted rate must be valid at least for 45 days from the date of bid opening and the bidder must affirm this in their technical submissions.
22. Premium Payment Warranty (PPW) should be of 90 days from the inception of the policy period.
23. The quote submitted by the bidder should include 10% reinsurance commission that must be paid to NICL/PRCL by the successful bidder. Further, the bidder should provide stepwise computation to arrive at the 100% Net to Broker Amount from the 100% markets gross premium i.e. deduction(s) of discounts and reinsurance commission payable to NICL/PRCL etc.
24. No additional premium or differential premium other than the leader's quoted rate/ premium shall be allowed. Therefore, the Broker has to complete the entire reinsurance order placement within the leader's quoted rate.
25. PRCL has the right to cancel the contract at any time if it is found that the bidder was non-compliant with the terms and conditions regarding placement mentioned in the bidding documents. However, in case of non-compliance, 15 days' time to comply shall be given. In case of failure, PRCL may take action as deemed appropriate.
26. In the event of a dispute arising between PRCL and the successful bidder/ reinsurers, out of or in connection with the contract, such dispute shall be amicably settled through negotiations. If the dispute remains unsettled for 30 days, the parties may resort to Arbitration. The Arbitration shall be subject to the Arbitration Act of 1940 (Pakistan Law). The law and jurisdiction for arbitration/litigation must be that of the **Islamic Republic of Pakistan.**
27. Any query relating to the risk should be shared with PRCL 05 days prior to the bid opening date.
28. Direct Communication by the broker with the client/insured/NICL without keeping in loop the procuring agency i.e. PRCL is against the rules hence not allowed at any stage of the tender and even after placement of reinsurance order as well as during/after commencement of reinsurance cover. If is done, it may lead to disqualification of that broker. Requests for road shows and risk surveys should also be addressed to PRCL only without involving NICL and insured, as PRCL will take-up such requests of broker with them and revert.
29. If any participant/broker uses unethical/threatening wording/language it may lead to their disqualification.



Pakistan Reinsurance Company Limited

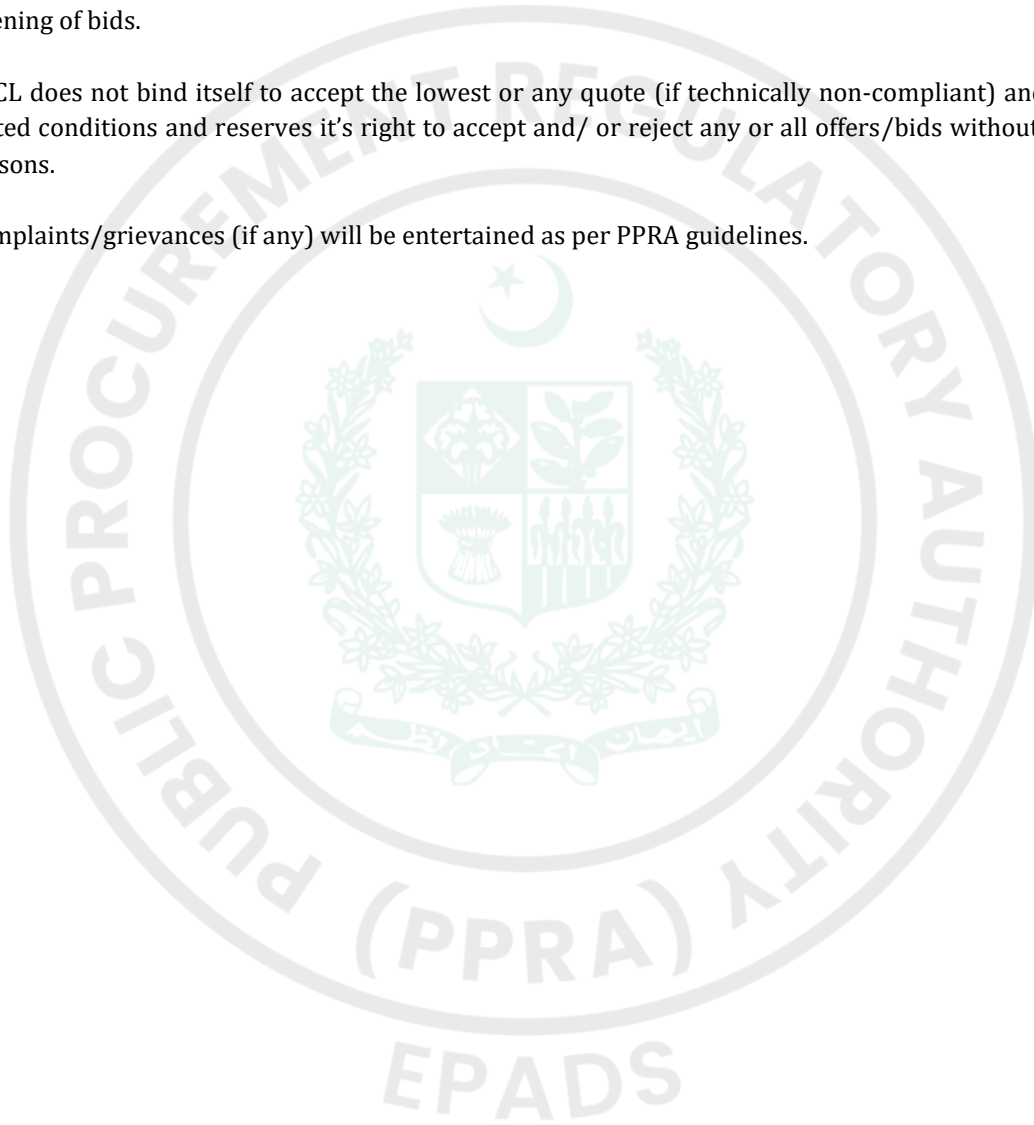
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30. Internal procurement committee of PRCL shall evaluate all bids.
31. PRCL has the right to extend the date of opening of the bid or to cancel the bidding process if required, and issue addendums, corrigendum, and modifications to any or all conditions of bidding documents prior to the opening of bids.
32. PRCL does not bind itself to accept the lowest or any quote (if technically non-compliant) and as per above stated conditions and reserves it's right to accept and/ or reject any or all offers/bids without assigning any reasons.
33. Complaints/grievances (if any) will be entertained as per PPRA guidelines.



**MINISTRY OF COMMERCE, GOVERNMENT OF PAKISTAN
PAKISTAN REINSURANCE COMPANY LIMITED (PRCL)**

ADDENDUM

**(Tender No.138 (PRCL-RETRO-NJHPC)/2026)
REINSURANCE COVERAGE FOR CAR/TPL**

1. Reference to the subject tender advertised on the EPMS website on May 8, 2026 (TS No. TS0000005913E), and published in the newspapers namely *Ausaf* (K) and *Business Recorder* (K) dated 08-05-2026 (PID No. K-3482/25).
2. The information regarding the sub-limits, deductibles, CPM list and wording has been provided as Annexure-A titled "Addendum-I" in EPADS V2.0. The document is available on EPADS V2.0 at <https://vendors.epads.gov.pk/>.
3. All other contents of the bidding document shall remain unchanged.

Sd/-

TAHA NOOR KHAN

In-charge Retrocession

Pakistan Reinsurance Company Limited

M.T. Khan Road, Head Office, Karachi

Ph # 021-99202908

“Broker’s Letter Head”

Subject: Neelum Jhelum Hydropower Company (Pvt.) Limited- NJHPC
 Construction All Risks-CAR (including CPM & Workmen Compensation) & Third
 Party Liability (TPL) Reinsurance
 Policy Period From: Twenty Four Months (TBA)-CAR
 Followed by Twelve Months Maintenance Period
 Method of Tender: Single Stage - Two Envelope Basis
Technical Compliance Matrix Sheet

Tender Requirement	Marks
Foreign brokers as well as local affiliates to submit valid professional indemnity policies meeting regulatory requirements of their respective countries of registration.	05
Name of Lead Reinsurer	05
Lead Reinsurer Rating: minimum “A” as per S&P/AM Best Moody’s and Fitch	05
Lead Reinsurer Share: at least 15% not more than 25%	10
Country of Origin	05
Quotation should be “FIRM” quote	05
Validity of quote should be forty-five (45) days from date of opening of bid	10
No underwriting agencies are allowed as leader	10
Quotation/slip/policy wording should be without any expressed or implied subjectivities/conditions/additional exclusions/warranties	05
Premium Payment warranty should be ninety (90) days from the inception of the policy period	05
Law and Jurisdiction must be (Pakistan)	05
Actual Quotation slip/policy wording signed/stamped by the leader must be attached	10
<u>Sum Insured/Limit of Liability:</u>	10
<ul style="list-style-type: none"> • Contract Works: PKR 29,910,756,776 • Contract Price: PKR 33,929,907,149 • Contractors’ Plant & Machinery: Current value PKR 855,589,938 (CPM list is provided. Additional CPM items to be added later via endorsement, if any) • Clarence of Debris: PKR 524,349,000 • Earthquake: PKR 280,000,000 per occurrence; PKR 1,400,000,000 in aggregate • Tunnel and underground works: PKR 1,400,000,000 per occurrence • Designer’s risk clause: PKR 1,400,000,000 per occurrence; PKR 2,800,000,000 in aggregate • Terrorism, strike, riot & civil commotion: PKR 560,000,000 per occurrence; PKR 1,400,000,000 in aggregate • Malicious Damage Clause: PKR 560,000,000 per occurrence; PKR 1,400,000,000 in aggregate • Sub-Limits of Volcanism, Tsunami, Storm, Cyclone, Flood, Inundation, Landslide: In accordance with the proposal form • Third Party Liability: Bodily Injury, Property Damage: In accordance with the proposal form 	
<u>Deductibles</u>	10
<ul style="list-style-type: none"> • For man-made liability accidents: Higher of PKR 2,800,000 or 5% of the total loss amount • Standard Deductible (for other incidents): Higher of PKR 2,800,000 or 5% of the total loss amount 	
<u>TOTAL</u>	100

Name of Broker: _____

Signature: _____

Stamped: _____

Dated: _____

序号 SN	名称 Description	规格 Type	单位 Unit	数量 Quantity	单台设备估值 (RS)	合计 (RS)
1	Dumper	SX3255DT384R	set	7	13,214,478.07	92501346.49
2	Dumper	FMX400 6*4R	set	5	18,456,945.49	92284727.45
3	Mixer truck	FYG5253GJBC	set	5	13,446,852.15	67234260.75
4	Crane	XCMG 8T	set	2	14,037,135.00	28074270
5	Crane	XCMG 25T	set	1	29,302,325.00	29302325
6	Water sprinkler truck	10000L	set	1	4,099,027.00	4099027
7	Diesel car	5000L	set	1	5,170,997.00	5170997
8	Flatbed truck	10T	set	2	5,223,991.00	10447982
9	Bulldozer	SD22	set	1	15,519,831.00	15519831
10	BOX-transformer	315KVA	set	3	2,886,412.08	8659236.24
11	BOX-transformer	400KVA	set	1	5,286,054.12	5286054.12
12	BOX-transformer	800KVA	set	1	7,210,118.68	7210118.68
13	Transformer	630KVA	set	1	2,040,000.00	2040000
14	BOX-transformer	200KVA	set	1	2,816,565.74	2816565.74
15	BOX-transformer	630KVA	set	1	7,148,191.51	7148191.51
16	Transformer	400KVA	set	1	1,603,100.00	1603100
17	Generator	400KW	set	1	10,100,000.00	10100000
18	Air compressor	XAHS710	set	1	8,274,395.00	8274395
19	Generation	640KW	set	2	19,240,718.63	38481437.26
20	Batch Plant	CBP35L(G)	set	1	14,715,000.00	14715000
21	Forklift	FD30T-AW	set	1	3,830,000.00	3830000
22	Transformer	1250KVA	set	1	2,975,000.00	2975000
23	Transformer	2000KVA(0.4-11KV)	set	1	4,300,000.00	4300000
24	Loader	LW300FN	set	2	6,964,160.00	13928320
25	Air Compresor	XAMS850E	set	1	6,376,802.82	6376802.82
26	Air Compresor	XAMS466E	set	1	5,547,961.67	5547961.67
27	Batch Plant	HZS60	set	2	52,985,599.80	105971199.6
28	Concrete pump	HBT60.16.110SU	set	6	16,516,431.57	99098589.42
29	Loader	ZL50GN	set	1	12,681,975.60	12681975.6
30	Vibratory Roller	SCA610D	set	1	15,960,000.00	15960000
31	Drill Jumbo	XL2D	set	1	101,120,878.00	101120878
32	Truck-mounted crane	DONGFENG 5T	set	1	7,094,471.00	7094471
33	Wet Shotcrete Robot	Sika PM702E+Aliva302	set	1	25,735,873.99	25735873.99
						855,589,937.34

Contractors' all risks policy No.

Whereas the Insured named in the Schedule hereto has made to the

(hereinafter called the "Insurers") a written proposal by completing a questionnaire which together with any other statements made in writing by the Insured for the purpose of this Policy is deemed to be incorporated herein,

Now this Policy of insurance witnesses that subject to the Insured having paid to the Insurers the premium mentioned in the Schedule and subject to the terms, exclusions, provisions and conditions contained herein or endorsed hereon the Insurers will indemnify the Insured in the manner and to the extent hereinafter provided.

General exclusions

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

- a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, riot, strike, lockout, civil commotion, military or usurped power, a group of malicious persons or persons acting on behalf of or in connection with any political organization, conspiracy, confiscation, commandeering, requisition or destruction or damage by order of any government de jure or de facto or by any public authority;
- b) nuclear reaction, nuclear radiation or radioactive contamination;
- c) wilful act or wilful negligence of the Insured or of his representatives;
- d) cessation of work whether total or partial.

In any action, suit or other proceeding where the Insurers allege that by reason of the provisions of Exclusion a) 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.

Period of cover

The liability of the Insurers shall commence, notwithstanding any date to the contrary specified in the Schedule, directly upon commencement of work or after the unloading of the items entered in the Schedule at the site. The Insurers' liability expires for parts of the insured contract works taken over or put into service.

At the latest the insurance shall expire on the date specified in the Schedule. Any extensions of the period of insurance are subject to the prior written consent of the Insurers.

General conditions

1. The due observance and fulfilment 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 Insurers.

2. The Schedule and the Section(s) shall be deemed to be incorporated in and form part of this Policy and the 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.

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

4. a) Representatives of the Insurers shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the Insurers with all details and information necessary for the assessment of the risk.

b) The Insured shall immediately notify the Insurers 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, 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 is confirmed in writing by the Insurers.

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

a) immediately notify the Insurers 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 Insurers;

d) furnish all such information and documentary evidence as the Insurers may require;

e) inform the police authorities in case of loss or damage due to theft or burglary.

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

Upon notification being given to the Insurers under this condition, the Insured may carry out the repairs or replacement of any minor damage; in all other cases a representative of the Insurers shall have the opportunity of inspecting the loss or damage before any repairs or alterations are effected. If a representative of the Insurers does not carry out the inspection within a period of time which could be considered adequate under the circumstances, the Insured is entitled to proceed with the repairs or replacement.

The liability of the Insurers under this Policy in respect of any item sustaining damage shall cease if said item is not repaired properly without delay.

6. The Insured shall at the expense of the Insurers do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Insurers 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 Insurers are or would become entitled or which is or would be subrogated to them upon their paying for or making good any loss or damage under this Policy, whether such acts and things are or become necessary or required before or after the Insured's indemnification by the Insurers.

7. If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted), such difference shall be referred to the decision of an arbitrator to be appointed in writing by the parties in difference or, if they cannot agree upon a single arbitrator, to the decision of two arbitrators, one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties, or, in case the arbitrators do not agree, of an umpire to be appointed in writing by the arbitrators before the latter enter upon the reference. The umpire shall sit with the arbitrators and preside at their meetings. The making of an award shall be a condition precedent to any right of action against the Insurers.

8. 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 the case of arbitration taking place as provided herein, within three months after the arbitrator or arbitrators or umpire have made their award, all benefit under this Policy shall be forfeited.

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

Section 1 – Material damage

The Insurers hereby agree with the Insured that if at any time during the period of cover 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 Insurers 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 respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in any one event the limit of indemnity where applicable and not exceeding in all the total sum expressed in the Schedule as insured hereby.

The Insurers will also reimburse the Insured for the cost of clearance of debris following upon any event giving rise to a claim under this Policy provided a separate sum therefor has been entered in the Schedule.

Special exclusions to Section 1

The Insurers shall not, however, be liable for

- a) the deductible stated in the Schedule to be borne by the Insured in any one occurrence;
- b) consequential loss of any kind or description whatsoever including penalties, losses due to delay, lack of performance, loss of contract;
- c) loss or damage due to faulty design;
- d) the cost of replacement, repair or rectification of defective material and/or workmanship, but this exclusion shall be limited to the items immediately affected and shall not be deemed to exclude loss of or damage to correctly executed items resulting from an accident due to such defective material and/or workmanship;
- e) wear and tear, corrosion, oxidation, deterioration due to lack of use and normal atmospheric conditions;
- f) loss or damage to construction plant, equipment and construction machinery due to electrical or mechanical breakdown, failure, breakage or derangement, freezing of coolant or other fluid, defective lubrication or lack of oil or coolant, but if as a consequence of such breakdown or derangement an accident occurs causing external damage, such consequential damage shall be indemnifiable;
- g) loss of or damage to vehicles licensed for general road use or waterborne vessels or aircraft;
- h) loss of or damage to files, drawings, accounts, bills, currency, stamps, deeds, evidences of debt, notes, securities, cheques;
- i) loss or damage discovered only at the time of taking an inventory.

Provisions applying to Section 1

Memo 1 – Sums insured

It is a requirement of this insurance that the sums insured stated in the Schedule shall not be less than

for item 1: the full value of the contract works at the completion of the construction, inclusive of all materials, wages, freight, customs duties, dues, and materials or items supplied by the Principal;

for items 2 and 3: the replacement value of construction plant, equipment and machinery; which shall mean the cost of replacement of the insured items by new items of the same kind and capacity;

and the Insured undertakes to increase or decrease the amounts of insurance in the event of any material fluctuation in wages or prices provided always that such increase or decrease shall take effect only after the same has been recorded in the Policy by the Insurers.

If, in the event of loss or damage, it is found that the sums insured are less than the amounts required to be insured, then the amount recoverable by the Insured under this Policy shall be reduced in such proportion as the sums insured bear to the amounts required to be insured. Every object and cost item is subject to this condition separately.

Memo 2 – Basis of loss settlement

In the event of any loss or damage the basis of any settlement under this Policy shall be

a) in the case of damage which can be repaired – the cost of repairs necessary to restore the items to their condition immediately before the occurrence of the damage less salvage, or

b) in the case of a total loss – the actual value of the items immediately before the occurrence of the loss less salvage,

however, only to the extent the costs claimed had to be borne by the Insured and to the extent they are included in the sums insured and provided always that the provisions and conditions have been complied with.

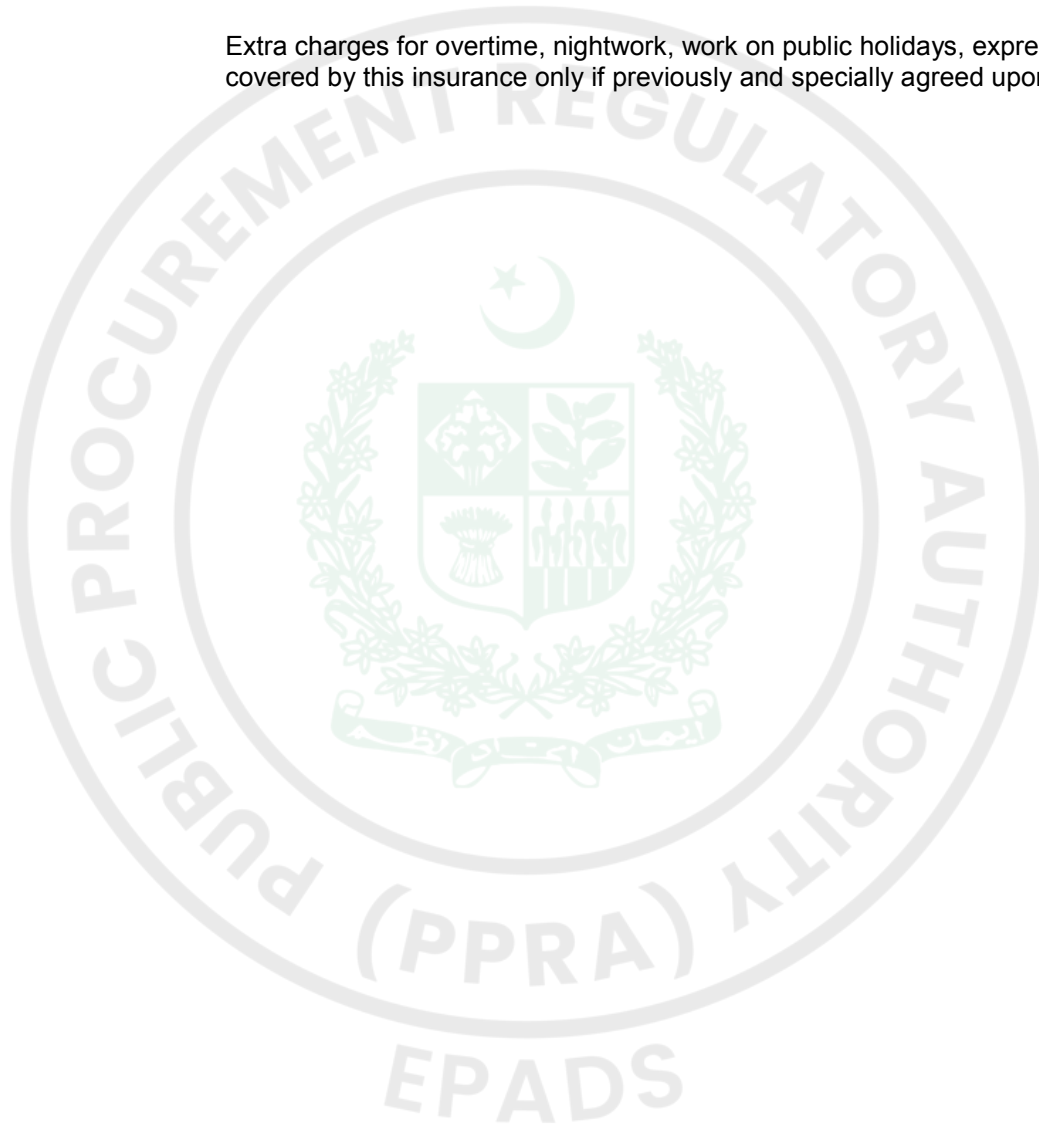
The Insurers will make payments only after being satisfied by production of the necessary bills and documents that the repairs have been effected or replacement has taken place, as the case may be. All damage which can be repaired shall be repaired, but if the cost of repairing any damage equals or exceeds the value of the items immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in b) above.

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

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

Memo 3 – Extension of cover

Extra charges for overtime, nightwork, work on public holidays, express freight are covered by this insurance only if previously and specially agreed upon in writing.



Section 2 – Third party liability

The Insurers will indemnify the Insured up to but not exceeding the amounts specified in the Schedule against such sums which the Insured shall become legally liable to pay as damages consequent upon

a) accidental bodily injury to or illness of third parties (whether fatal or not),

b) accidental loss of or damage to property belonging to third parties

occurring in direct connection with the construction or erection of the items insured under Section 1 and happening on or in the immediate vicinity of the site during the period of cover.

In respect of a claim for compensation to which the indemnity provided herein applies, the Insurers will in addition indemnify the Insured against

a) all costs and expenses of litigation recovered by any claimant from the Insured, and

b) all costs and expenses incurred with the written consent of the Insurers,

provided always that the liability of the Insurers under this Section shall not exceed the limits of indemnity stated in the Schedule.

Special exclusions to Section 2

The Insurers will not indemnify the Insured in respect of

1. the deductible stated in the Schedule to be borne by the Insured in any one occurrence;

2. the expenditure incurred in doing or redoing or making good or repairing or replacing anything covered or coverable under Section 1 of this Policy;

3. damage to any property or land or building caused by vibration or by the removal or weakening of support or injury or damage to any person or property occasioned by or resulting from any such damage (unless especially agreed upon by endorsement);

4. liability consequent upon

a) bodily injury to or illness of employees or workmen of the Contractor(s) or the Principal(s) or any other firm connected with the project which or part of which is insured under Section 1, or members of their families;

b) loss of or damage to property belonging to or held in care, custody or control of the Contractor(s), the Principal(s) or any other firm connected with the project which or part of which is insured under Section 1, or an employee or workman of one of the aforesaid;

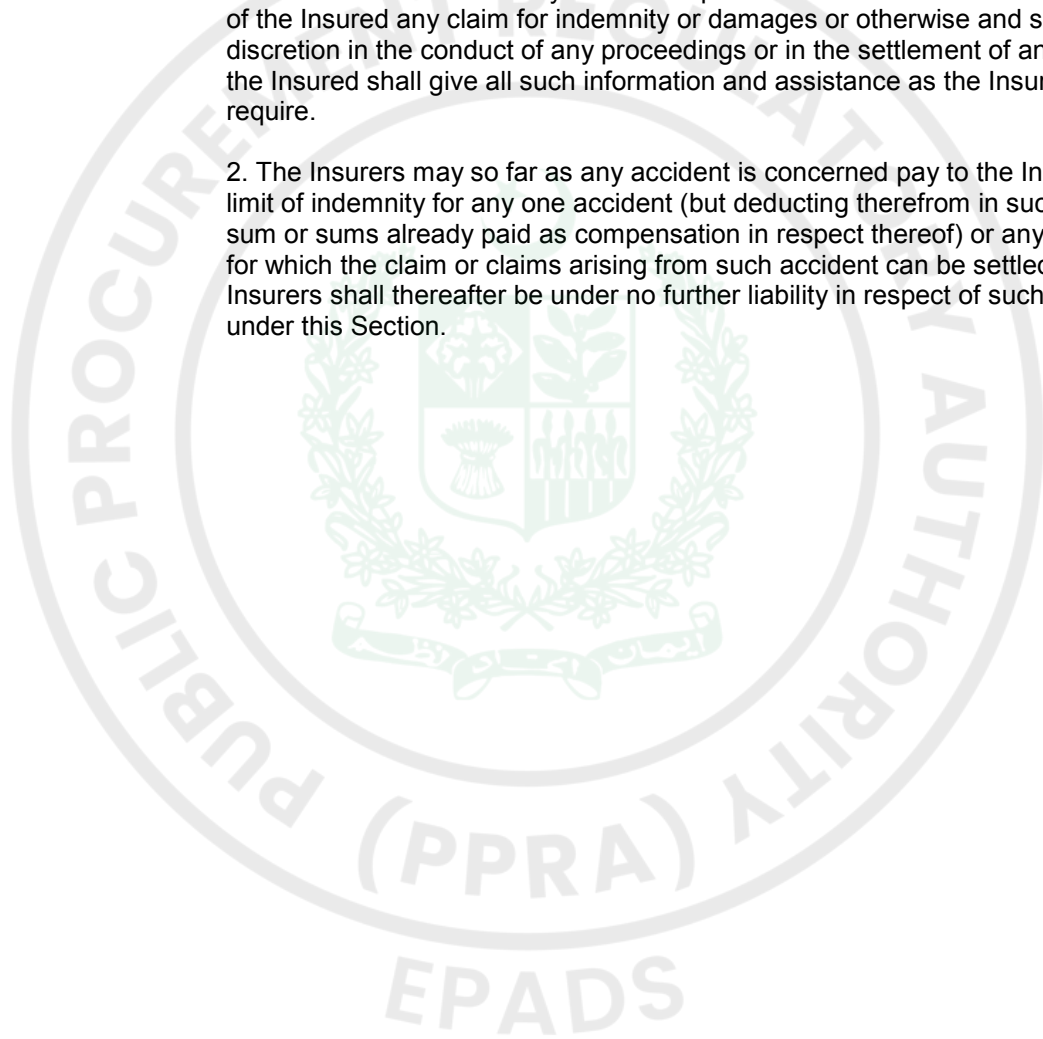
c) any accident caused by vehicles licensed for general road use or by waterborne vessels or aircraft;

d) any agreement by the Insured to pay any sum by way of indemnity or otherwise unless such liability would have attached also in the absence of such agreement.

**Special conditions
applying to Section 2**

1. 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 Insurers 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 or to prosecute for their own benefit in the name of the Insured any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Insurers may require.

2. The Insurers may so far as any accident is concerned pay to the Insured the limit of indemnity for any one accident (but deducting therefrom in such case any sum or sums already paid as compensation in respect thereof) or any lesser sum for which the claim or claims arising from such accident can be settled and the Insurers shall thereafter be under no further liability in respect of such accident under this Section.



Section 3 – Principal’s advance loss of profits

The Insurers shall indemnify the Insured – named as Principal in the Schedule to Section 1 of this Policy – in respect of loss of gross profit actually sustained due to the reduction in turnover and the increased cost of working as defined in this Section, if at any time during the period of insurance stated in the Schedule to this Section the insured contract works or any part thereof suffer loss or damage covered under Section 1 of this Policy, unless specifically excluded in this Section, thereby causing an interference in the construction work resulting in a delay of commencement of and/or interference with the insured business, hereinafter referred to as “the delay”.

The amount payable as indemnity hereunder shall be:

- in respect of loss of gross profit: the sum obtained by applying the rate of gross profit to the amount by which the actual turnover during the indemnity period falls short of the turnover which would have been achieved had the delay not occurred;
- in respect of increased cost of working: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover which, without such expenditure, would have taken place during the indemnity period, but not exceeding the sum obtained by applying the rate of gross profit to the amount of the reduction in turnover thereby avoided.

If the annual sum insured hereunder is less than the sum obtained by applying the rate of gross profit to the annual turnover, the amount payable shall be reduced proportionately.

Definitions

Period of insurance

The period of insurance shall be the period stated in the Schedule to this Section, terminating on the date specified in the Schedule or on any earlier date when the CAR material damage cover of Section 1 ceases.

Scheduled date of commencement of the insured business

The date stated in the Schedule to this Section or any revised date upon which the business would have commenced had the delay not occurred.

Indemnity period

The period during which the results of the business are affected in consequence of the delay, beginning on the scheduled date of commencement of the insured business and not exceeding the maximum indemnity period stated in the Schedule to this Section.

Time excess

The period stated in the Schedule to this Section for which the Insurers are not liable. The corresponding amount shall be calculated by multiplying the average daily value of loss sustained during the indemnity period by the number of days

agreed upon as time excess.

Turnover

The amount of money (less discounts allowed) paid or payable to the Insured for accommodation rented or other services rendered in the course of the insured business conducted at the premises.

Annual turnover

The turnover which, had the delay not occurred, would have been achieved during the 12 months after the scheduled date of commencement of the insured business.

Annual gross profit

The amount by which the value of the annual turnover exceeds the amount of the specified working expenses.

Specified working expenses shall be any variable costs, e.g. costs incurred for the acquisition of goods, materials as well as for supplies and services (unless required for the upkeep of operations) and any expenditure for turnover tax, purchase tax, licence fees and royalties, etc., insofar as such costs are dependent on turnover.

Rate of gross profit

The rate which, had the delay not occurred, would have been earned on the turnover during the indemnity period.

Special exclusions to Section 3

The Insurers shall not be liable for

1. loss of gross profit and/or increased cost of working due to any delay caused by or resulting from
 - 1.1. loss or damage covered under Section 1 by way of endorsement, unless it has been specifically agreed in writing;
 - 1.2. earthquake, volcanic eruption, tsunami, unless it has been specifically agreed in writing;
 - 1.3. loss of or damage to surrounding property, construction machinery, plant and equipment;
 - 1.4. loss of or damage to operating media or feedstock, shortage, destruction, deterioration of or damage to any materials necessary for the insured business;
 - 1.5. any restrictions imposed by a public authority;
 - 1.6. non-availability of funds;

1.7. alterations, additions, improvements, rectification of defects or faults or elimination of any deficiencies carried out after the occurrence;

1.8. loss of or damage to items taken over or taken into use by the Insured or for which cover under Section 1 to this Policy has ceased;

2. any loss due to fines or damages for breach of contract, for late or non-completion of orders, or for any penalties of whatever nature;

3. loss of business due to causes such as suspension, lapse or cancellation of a lease, licence or order, etc. which occurs after the date of actual commencement of the business;

4. loss of or damage to construction work of a prototype nature, unless specifically agreed by endorsement.

Provisions applying to Section 3

Memo 1 – Extension of period

Any extension of the period of insurance under Section 1 of this Policy shall not automatically lead to an extension of the period of insurance stated in the Schedule to this Section.

Any extension of the period of insurance under this Section of the Policy shall be requested in writing as early as possible by the Insured, stating the circumstances leading to the need for extension, and shall have effect for this Section only if specifically agreed upon in writing.

Any alteration of the scheduled date of commencement of the insured business shall be reported and shall have effect for this Section only if specifically agreed upon in writing.

Memo 2 – Basis of loss settlement

In calculating the rate of gross profit and annual turnover, the following points shall in particular be taken into consideration:

a) the results of the insured business for the 12-month period after commencement,

b) variations and special circumstances which would have affected the insured business had the delay not occurred,

c) variations and special circumstances affecting the insured business after commencement,

so that the final figures represent as closely as may be reasonably practicable the results which the insured business would have obtained after the scheduled date of commencement had the delay not occurred.

Memo 3 – Return of premium

If the Insured declares (certified by the Insured's auditors) that the gross profit earned during the accounting period of twelve months following the commencement of the insured business or the date on which but for the delay the business would have commenced was less than the sum insured thereon, a pro rata return of premium not exceeding one third of the premium paid shall be made in respect of the difference.

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

Special conditions applying to Section 3

1. The Insured shall present the Insurers with updated progress reports at intervals stated in the Schedule to this Section.

2. In the event of any material change in the original risk such as

- changes of the envisaged progress programme
- alteration, modification or addition to any item of work
- departure from prescribed construction methods
- changes in the Insured's interest (such as discontinuation or liquidation of the business or its being placed in receivership)

taking place, the Policy shall be void unless its continuance be agreed by memorandum signed by the Insurers.

3. In the event of any occurrence which might cause a delay and give rise to a claim under this Section:

a) the Insured shall immediately notify the Insurers by telephone or telegram and send them written confirmation thereof within forty-eight hours of the occurrence;

b) the Insured shall do and concur in doing and permit to be done all such things as may be reasonably practicable to minimize or establish the extent of any interference with the construction work so as to avoid or diminish any delay resulting therefrom;

c) the Insurers and every person authorized by the Insurers shall, without prejudice to any party insured by this Policy, have access to the construction site where such loss or damage has occurred for the purpose of direct negotiation with the responsible contractor or subcontractor in order to establish the possible cause and extent of the loss or damage, its effect on the insured interest, to examine the possibilities for minimizing any delay in the scheduled commencement of the insured business, and if necessary to make any reasonable recommendations for the avoidance or minimization of such delay.

This condition shall be evidence of the leave and licence of the Insured to the Insurers so to do. If the Insured or anyone acting on his behalf hinders or obstructs

the Insurers during any of the above-mentioned acts or does not comply with such recommendations of the Insurers, all benefits under this Section shall be forfeited.

4. In the event of a claim made under this Section, the Insured shall at his own expense deliver to the Insurers not later than thirty days after the delay or within such further period as the Insurers may allow in writing a written statement setting forth particulars of his claim. Furthermore, the Insured shall at his own expense produce and furnish to the Insurers such books of account and other business books, e.g. invoices, balance sheets and other documents, proofs, information, explanations or other evidence as may reasonably be required by the Insurers for the purpose of investigating or verifying the claim together with – if required – a statutory declaration of the truth of the claim and of any matters connected therewith.

5. The indemnity shall be payable one month after final determination of its amount. Notwithstanding the above the Insured may, one month after the Insurers have been duly notified of the loss and have acknowledged their liability, claim as advance payment(s) the minimum amount(s) payable under the prevailing circumstances.

The Insurers shall be entitled to postpone payment

a) if there are doubts as to the Insured's right to receive payment, until the necessary proof is furnished;

b) if, as a result of any loss or damage or any delay in the anticipated commencement of the insured business, police or criminal investigations have been initiated against the Insured, until the completion of such investigations.

The Insurers shall not be liable to pay interest on indemnity moneys withheld other than interest for default.

Schedule

Branch ▶	Policy No. ▶	Currency ▶	Declaration No. ▶

Incorporated in this Policy is Questionnaire and Proposal No.

The following endorsements are attached to and form part of this Policy:

First premium

Total premium (inclusive of extra premiums for the above-mentioned endorsements)

Name and address of Insured	Address of risk
Name ▶	Street ▶
Street ▶	Postal code and city ▶
Postal code and city ▶	Title of contract ▶

Policy inception date ▶	Policy expiry date ▶	Today's date ▶	New/alterd ▶	Country of risk ▶	City, town, village of risk ▶

Section 1 – Material damage

Insured item ▶	Sum insured ▶	Deductible ▶
1. Contract works (permanent and temporary works, including all materials to be incorporated herein) 1.1. Contract price 1.2. Materials or items supplied by the Principal(s) 2. Construction plant and equipment 3. Construction machinery according to attached list 4. Clearance of debris		
Total sum insured under Section 1		

▶ Space for EDP field identifier.

Risk	Limit of indemnity ¹	Deductible
▶	▶	▶
Earthquake, volcanism, tsunami Storm, cyclone, flood, inundation, landslide		

Section 2 – Third party liability

Insured item	Limit of indemnity ²	Deductible
▶	▶	▶
1. Bodily Injury 1.1. any one person 1.2. total 2. Property Damage		

Section 3 – Principal's loss of profits

Insured interest	Annual sum insured	Sum insured for maximum indemnity period
▶	▶	▶
Gross profit and increased cost of working		

Period of insurance from	to ³	Maximum indemnity period from ⁴	Time excess	Progress report interval
▶	▶	▶	▶	▶
		months		months

¹ Limit of indemnity in respect of each and every loss or damage and/or series of losses arising out of any one event.

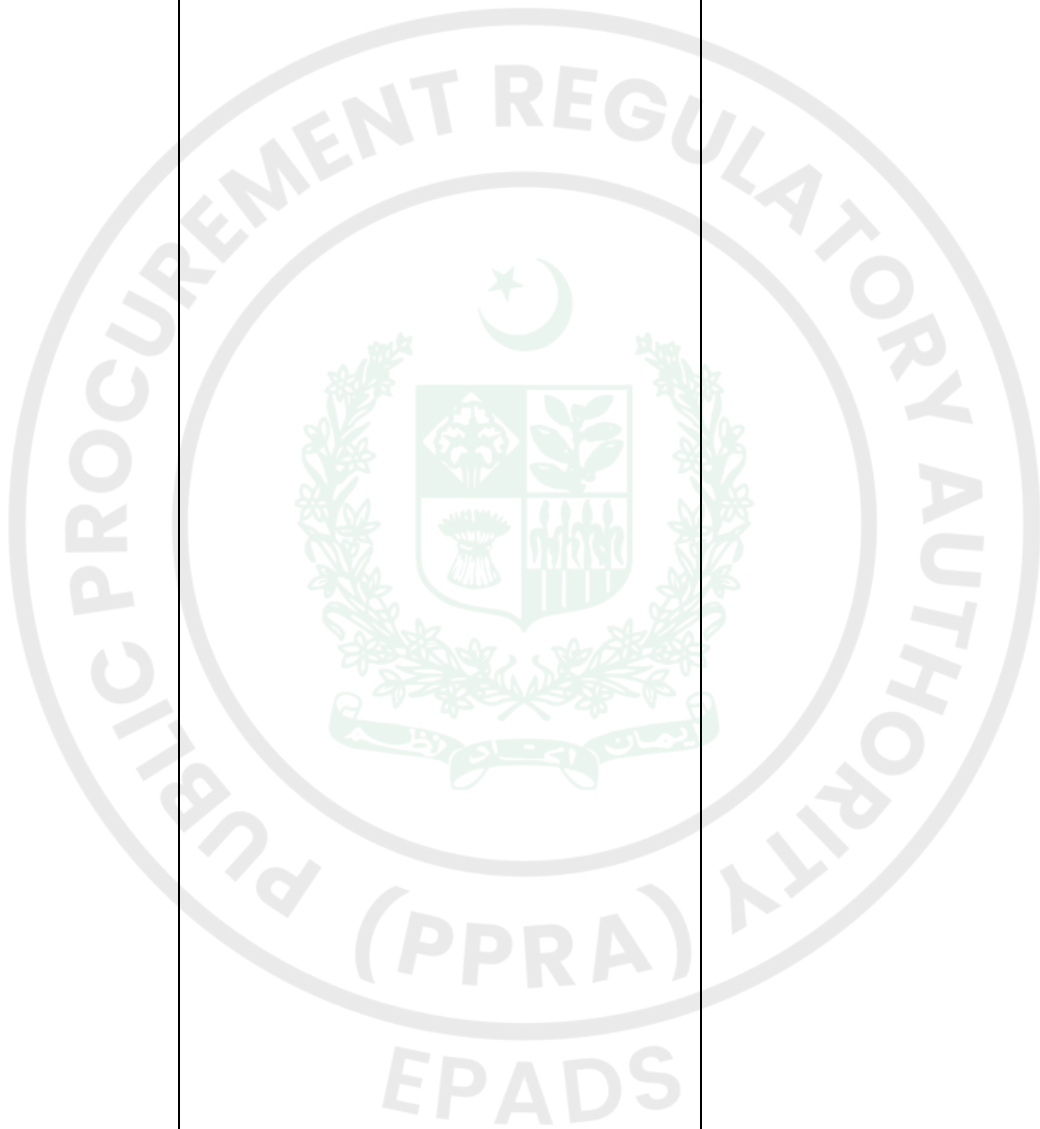
² Limit of indemnity in respect of any one accident or series of accidents arising out of one event.

³ Scheduled date of completion.

⁴ Scheduled date of commencement of insured business, but not earlier than the scheduled date of completion.

▶ Space for EDP field identifier.

Contract works insured under section 3		
Item No.	Description of items	Possible loss minimization
▶	▶	▶



▶ Space for EDP field identifier.

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

Executed at _____ Date _____ Signature _____

建筑工程一切险扩展（特约）条款

1. Cross Liability Clause 交叉责任条款

It is agreed and understood that subject to the Insured having paid the agreed extra premium, the Third Party Liability cover of the Policy shall apply to the insured parties named in the Schedule as if a separate policy had been issued to each party, provided that the Insurers shall not indemnify the Insured under this Endorsement in respect of liability for

兹经双方同意，鉴于被保险人已缴付了所需的保险费，本保险单第三者责任项下的保障范围将适用于本保险单列明的所有被保险人，就如同每一被保险人均持有一份独立的保险单，但保险公司不承担以下赔偿责任；

- loss of or damage to items insured or insurable under section I of the Policy, ever if not recoverable due to an excess or any limit,
已在或可在保险公司与被保险人同时签署的财产保险单获得的赔偿，包括因免赔额限额规定不予赔偿的损失；
- fatal or non-fatal injury or illness or employees or workmen who are or could have been insured under Workmen/s Compensation and/or Employers' Liability insurance.
已在或应在人身意外保险或雇主责任保险项下投保的被保险人的雇员的疾病或人身伤亡。

The Insurers' total liability in respect of the insured parties shall not however exceed in the aggregate for any one accident or series of accidents arising out of one event the limit of indemnity stated in the Schedule.

保险公司对所有被保险人由一次事故或同一事件引起的数次事故承担的全部赔偿金额不得超过本保险单列明的每次事故赔偿限额。

2. Designer's Risk Clause 设计师责任风险扩展条款

It is agreed and understood that subject to the Insured having paid the agreed extra premium, the Policy shall be extended to cover the cost of replacement, repair or rectification of loss of or damage to other items due to defective material and / or workmanship and / or faulty design, but this exclusion shall be limited to the items immediately affected and shall not be deemed to exclude loss of or damage to correctly executed items resulting from an accident due to such defective material and / or workmanship and / or faulty design. Meanwhile, the Policy shall be extended to cover the cost of replacement, repair or rectification loss of or damage to items due to contractor's (only limited to CGGC and CMEC) faulty design, but the design shall be reviewed and approved by the owner and engineers, If not, the Insurer shall not be liable for.

兹经双方同意，本保险扩展承保被保险工程因设计错误或原材料缺陷或工艺不善原因引起意外事故并导致其它保险财产的损失而发生的重置、修理的费用，同时，保险公司对于承包商（限于CGGC和CMEC）设计错误引起的工程损失也承担赔偿责任，但该项设计以获得业主和工程师的审批为前提，没有经过业主和工程师审批的设计所导致的工程损失，保险公司不承担保险责任。

3. Escalation Clause (20%) 20% 升值条款

It is noted that the limit of liability as stated on the Schedule is subject to an increase of 20% per annum during the period of insurance.

The sum Insured under Section 1 of this Policy being subject to adjustment, the Policy extend to provide indemnity for an increase in the said sum insured for an amount not exceeding 20% of the said Sum Insured.

如果在保险期限内，工程合同的实际合同总价值将超过原先估计的合同总价值，则本保险单第一部分的保险金额应相应增加，但增加部分不能超过原保险金额的 20%。超过保险金额 20% 以上的部分，保险费另计。

4. Removal of Debris Clause 清除残骸条款

It is agreed and understood that the Insurers shall indemnify the Insured for costs and expenses incurred in:

兹经双方同意，保险公司负责赔偿被保险人发生的下列事项的成本和费用：

1. removing debris; 清除残骸;
2. dismantling and/or demolishing; 分解和/或拆除;
3. sharing up of mopping of the portion or portions of the property insured by this Policy destroyed or damaged by fire or by any other peril hereby against subject to the limit of indemnity stipulated in the Schedule of the Policy.

对于本保单承保财产由于火灾或者其他风险而受损的部分的清理，但以本保单的赔偿限额为限。

5. Offsite Storage Clause(Limit: USD1,500,000) 工地外储存物特别条款 (赔偿限额 USD1,500,000)

It is agreed and understood that otherwise subject to the terms exclusion provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, Section 1 of this insurance shall be extended to cover:

兹经双方同意，本保险扩展承保本保险单明细表列明的工地以外的储存物，该储存物的金额应包括在保险金额中。

Loss of damage to insured Property occurring whilst in storage elsewhere within the territorial subject to a limit of USD1,500,000 for any one site.

每一储存点赔偿限额：USD1,500,000。

6. Reinstatement(Value) Clause 重置价值条款

It is hereby agreed and understood that subject to the following special conditions the basis upon which the amount payable in respect of each insured item(excluding stock of any kind) shown in the schedule is to be calculated shall be the reinstatement of the property lost, destroyed or damaged.

兹经双方同意，以下列特别条件为准，本保险单项下明细表中列明的财产，如发生本保险责任范围内的损失，其赔偿金额应按受损失财产的重置价值计算。

For the purpose of this Clause, the word "reinstatement" shall mean:

重置价值是指：

- a) the rebuilding or replacement of property damaged or destroyed, which, provided the liability of this Company is not increase, may be carried out,
重建或替换受损财产；

- (i) in any manner suitable to the requirements of the Insured,
以被保险人要求的任何适合的方式,
- (ii) upon another site.
在其他工地
- b) the repair or restoration of property damaged,
修理或修复受损财产;

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In either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

无论属于哪一种情况, 受损财产应达到等同或基本近似但不超出其崭新时的状态。

Special Conditions 特别条件:

1. The liability of the Company for the repair or restoration of property damaged in part only shall not exceed the amount which would have been payable to such property been wholly destroyed.
被保险财产若发生部分损失, 须进行修理或修复的费用不能超过该财产全部损失应赔偿的金额。
2. If at the time of reinstatement the sum representing the cost which would have been incurred in reinstating the damaged property is greater than the sum insured at the occurrence of any damage, the liability of the Company subject to the that proportion of the amount of the damage which the said sum insured bears to the sum representing the cost of reinstating the damaged property at that time.
若受损财产重新修复或重建所产生的重置费用高于该财产发生损失时的保险金额, 本保险的赔偿按该保险金额与受损财产重置价的比例确定。

The above provision shall prevail if any conflict arises from any provision of main risks.

本条款与主险条款内容相悖时, 以本条款为准; 其他未尽事宜以主险条款为准。

7. Extra Charge Clause 特别费用条款

It is noted that the Insured having appended extra 15 percent extra charges of Total Contract Value, Insurers shall indemnify the Insured for any extra to cover any additional cost of an incidental to the rectification of loss or damage including but limited professional fees and the cost of demolishing and removing any part of work and of removing debris of whatsoever nature, and cost in respect of Architects', Surveyors' and Consulting Engineering's Fees and other professional fees incurred by the Insured in the reinstatement of the property insured.

由于投保时按照工程总造价追加了 15% 的特别费用, 因此损失发生后, 为补救损失或破坏而招致任何额外和附加费用, 保险公司承担赔偿责任。包括但不限于业务费和工程任何部分的拆迁费以及运走任何性质的废料的费用, 和在重置过程中发生的必要的设计师、检验师及工程咨询人及其它相关专业费用。

8. Payment on Account Clause 预付赔偿条款

It is hereby understood and agreed that in the event of the occurrence of a loss covered under this Policy the Company may approve an advance payment on account in respect of such loss at the request of the Insured and with the loss adjuster's recommendation. The amount is limited to no less than 50% of any reasonable claims.

当发生保险事故后, 保险公司自收到索赔请求和有关证明、资料之日起三十日内, 除非保险公司能明确证明事故非本保单承保范围, 即使未能确定赔偿金额, 保险公司应当根

据被保险人提供的资料进行赔付，预付赔款不少于被保险人提出的合理的损失金额的 50 %，预付赔款将在最终确定的赔偿金额中扣除后，支付相应的差额。

9. Terrorism, Strike, Riot and Civil Commotion Clause 恐怖活动、暴乱、罢工及民众骚乱条款

It is agreed and understood that subject to the Insured having paid the agreed extra premium, this Policy shall be extended to cover loss or damage to the insured property described in the schedule due to terrorism, strike, riot and civil commotion including the loss or damage caused by the act of any striker whilst occurring in the premises showed in the schedule and the loss or damage caused by looting occurring at the time of terrorism, strike, riot and civil commotion, excluding the loss and damage arising from confiscation, commandeering or requisition or destruction by order of the government or any relative public authority.

兹经双方同意，本保险扩展承保本保险单中列明的保险财产在列明地点内，由于恐怖活动、罢工、暴动或民众骚乱造成保险财产的损失，包括在此期间发生的抢劫行为造成保险财产的损失。但本扩展条款对由于政府或公共当局的命令、没收、征用或拆毁造成的损失不负责赔偿。

10. Malicious Damage Clause 恶意破坏条款

It is agreed and understood that subject to the Insured having paid the agreed additional premium, this policy shall be extended to cover loss of or damage to the insured property described in the Schedule caused by the malicious act of any person.

兹经双方同意，本保险扩展承保本保险单中列明的被保险财产因他人的恶意破坏所致的损失。

11. 72 hours Clause 72 小时条款

It is agreed and understood that any loss of or damage to the Insured property arising during any one period of seventy two (72) consecutive hours, caused by storm, typhoon, tempest, flood or earthquake shall be deemed as a single event and therefore to constitute one occurrence with regard to the Excesses provided for herein. For the purpose of the foregoing the commencement of any such seventy two (72) hour period shall be decided at the discretion of the Insured it being understood and agreed, however, that there shall be no overlapping in any two or more such seventy two (72) hour period in the event of damage.

兹经双方同意，本保险单项下保险财产在连续 72 小时内遭受暴风雨、台风、洪水或地震致损，应视为一单独事件，并因此构成一次意外事故而扣除规定的免赔额。若在连续数个 72 小时内发生损失，任何两个或两个以上 72 小时不得重叠。

12. Non-Cancellation Clause 保险公司不能注销保单条款

This Policy is not cancelable by the Company unless non-payment of the premium by the Insured. In the event of non-payment of any premium amounting to a fundamental breach of this Policy, the Insurer shall, prior to any voidance of this Policy on the grounds of such non-payment, give not less than 30 days notice and the outstanding premium shall be paid by Insured within that period of notice.

保险公司同意，除在被保险人不履行本保单相关条款支付保费的情况之外，保险公司不能注销本保单；但若在被保险人不支付保费的情况下，保险公司可以要求注销本保单，

但保险公司需要在注销保单生效前三十天内书面通知被保险人，被保险人应该按日比例补交相应的保险费。

13、No Control Clause 不可控制条款

It is hereby understood and agreed that the insurance hereby shall not be prejudiced by any act or omission unknown to or beyond the control of the Insured on the part of anyone occupying or using the premises.

保险公司同意，本保险单如因被保险人无法控制或非由于其过失而导致违反本保险保证条款，此保单的保障不受影响。

14、Errors and Omissions Clause 错误或遗漏条款

It is agreed and understood that this insurance shall not be prejudiced by any unintentional errors or omissions on the part of the Insured as respects the information in this Policy's schedule rendered. Provided that prompt notice is giving to the Company upon discovery and an additional premium paid, if required. Improper, faulty or erroneous appraisals shall not be considered to be unintentional error or omission.

本保单不因被保险人由于错误或遗漏申报占用场地、投保金额以及其它在投保方面申报的内容而免除赔偿责任。但是被保险人一旦发现申报错误或遗漏应立即通知保险公司，否则保险人不负责赔偿责任。

15、Approved Adjusters Clause 损失理算师条款

It is hereby declared and agreed that in the event of any loss covered by this Policy, the amount of such loss shall be adjusted subject to the terms and condition of the following firms of adjusters and its expense undertakes by the Insurance Company.

兹经双方同意，发生因本合同保险责任范围内的事故索赔时，按照以下方式选择公估人作为损失理算师，其费用由保险公司承担。

15.1 Choose the biggest surveying company in China--Shenzhen Mintaian Insurance Surveyors & Loss Adjusters Co. Ltd.

选择中国境内规模最大的公估公司——深圳民太安保险公估公司进行损失评估；

15.2 Choose any other insurance surveying company in China by the Insured

由被保险人自行选择中国境内的其它公估机构进行损失评估；

16、Sudden Pollution Clause 突然及意外污染责任条款

It is hereby declared and agreed that this policy covers the third party liability by law or contract caused by the following reasons:

兹经双方同意，保险公司将负责赔偿被保险人由于下列情况而导致的第三者的法律及合约责任：

Casualty or property loss caused by sudden and un-expectable spread, release, leak, smoke, gas, toxicant, liquor, causticity acid, alkali, rejectamenta, other pungent objects or anything polluting the soil, water;

由于突然和不可预料事故散播、释放或泄漏，烟、煤气、有毒化学品，溶液或气体，腐蚀性酸、碱物。废弃物或其它刺激性物体，或污染物到土地、大气或任何水道或存水而引致人身伤亡或财产损失。

Expense of testing, adjusting, clearing, removing, wiping out or disinfecting the pollution raised from above-mentioned reasons.

由于上述的行为而被有关政府要求被保险人进行测试、评估、清理、除掉、封闭、处理、消毒或中和任何刺激物或污染的费用。

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17. Waiver of Subrogation Clause 免除代位求偿权条款

The insurer hereby agrees to waive its rights of subrogation against any corporation or company associated or affiliated with the Insured and its member of member, senior staff and employee after indemnification by the insurer. 兹经双方同意，保险公司放弃其在赔偿被保险人后向本保单项下的每一被保险人及其各自的子公司、分公司、支公司、关联公司及其董事、高级职员和雇员的所有代位求偿权。

18. Public Authority Clause 公共当局条款

It is agreed and understood that this insurance extended to include such additional cost of reinstatement or repair of the destroyed or damaged property thereby insured as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Government Act or by-laws of any Municipal or Local Authority.

兹经双方同意，本保险扩展承保被保险人在重建或修复受损财产时，由于必须执行行政当局的有关法律、法令及法规产生的额外费用。

19. Automatic Reinstatement of Sum Insured Clause 保险金额自动恢复条款

It is agreed and understood that in the event of loss or damage to the insured property described in the Schedule of this Policy, the amount payable for such loss or damage shall be automatically reinstated from the time of the happening and the Insured shall pay extra premium therefore calculated pro rata from the date of loss to the expiration of this Policy.

兹经双方同意，若本保单明细表中列明的保险财产发生损失，本保险单保险金额从事故发生之日起自动恢复原值，但被保险人应按原定费率缴纳保险金额恢复部分从事故发生之日起至本保单有效期止的对应保费。

It is agreed and understood that the content and scope of the project shall be deemed to the Insured's final files. 兹经双方同意，本工程正确内容及范围以被保险人最终档案的描述为准。

20. Maintenance Period Clause 保证期责任条款

20.1 Applicable to Civil Works – Extended Maintenance Cover 适用于土建部分：扩展保证期条款

It is agreed and understood that subject to the Insured having paid the agreed extra premium, this insurance shall be extended for the maintenance period specified hereunder to cover loss 兹经双方同意，在被保险人支付额外保费下，本保单扩展承保工程保证期由于以下原因造成的损失：

- (a) arising as a result of a cause occurring on Site during the period of construction, erection, testing, commissioning, Performance Test and/or trail run of the Project or any part thereof, or 本项目或其任何部分在建设期、安装期、试车期或者试运行期在施工现场发生的原因导致的损失，或者

- (b) caused by any act or omission of the Contractor in the course of any operations carried out for the purpose of complying with his obligations under the respective contract entered with the Employer

由于任何承包商为履行其与业主的合同责任而进行的操作造成的损失

20.2 Applicable to Mechanical and Electrical Works – Guarantee Maintenance Cover 适用于机电部分---保证维护期

It is agreed and understood that subject to the Insured having paid the agreed extra premium, this insurance shall be extended for the guarantee period specified hereunder to cover solely loss of or damage to the insured items resulting from faults in erection, faulty design, defective material of casting, and / or bad workmanship, but excluding the costs the Insured would have incurred for rectifying the original fault had such fault been discovered before the loss occurred. Meanwhile this clause covers loss of the insurance project caused by maintenance during the project.

兹经双方同意，本保险特别扩展承保以下列明的保证期限缺陷内由于安装错误、设计错误、原材料或铸件以及工艺不善引起保险财产的损失，但对被保险人在损失发生前即已发现错误并应予以矫正的费用除外。本扩展条款同时承保被保险人为履行工程合同进行维修保养的过程中所造成的保险工程的损失。

21. Fire Extinguishing Expenses Clause 灭火费用条款

The Sum Insured of this Policy is understood to include all fire fighting expenses such as the cost of replenishment of the fighting appliances and destruction of or damage to such appliances. PROVIDED ALWAYS that the liability of the Company in respect of such cost shall be limited to those necessarily and reasonably incurred in extinguishing fires at or adjoining the situation of the property insured by this Policy or immediately threatening to involve such property.

若保险标的发生火灾损失，为减少损失，被保险人有义务实施灭火措施，发生的这部分施救费用，由保险公司负责赔偿。

Limit of indemnity for any one occurrence is USD150,000 and accumulated unlimited in the Insurance period.

每次事故赔偿限额为 USD150,000。保险期内累计无限。

22. Project's Supervisor Clause 工程监理人责任条款

It is declared and agreed that this policy covers the repair and rectification expenses and the loss of the insured property caused by unintentional or neglect mistakes of the supervisors.

兹经双方同意，本保险扩展承保保险财产因本工程监理单位的无意过失或疏忽引起的意外事故并导致其它保险财产的损失而发生的重置修理及矫正费用；并且由于上述原因导致的保险财产本身的损失也负赔偿责任。

The deductible is USD15,000.

绝对免赔额为 USD15,000。

This Clause is subject otherwise to the terms, conditions and exceptions of this policy.

本保险单所载其它条件不变。

23. Construction and Guarantee period Prolonging Clause 建工期、保证期延长条款

The insurer agrees to pay for the loss caused by the prolonging of the construction and guarantee period which arises from the force majeure such as nature disasters. It is also agreed that no extra premiums will be charged during the prolonging period.

保险公司同意，由于自然灾害等不可抗力因素导致建工期与保证期相应延长，并负同样赔偿责任。另延长期内不加收任何附加保险费。

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24. **Vibration, Removal or Weakening of Support Clause** 震动、移动或减弱支撑条款

It is agreed and understood that subject to the Insured having paid the agreed extra premium, Section II of this insurance shall be extended to cover liability consequent upon loss or damage caused by vibration or by the removal or weakening of support. Provided always that

兹经双方同意，本保险第三者责任项下扩展承保震动、移动或减弱支撑而造成的第三者财产损失或人身伤亡责任，但以下列条件为限：

- the Insurers will indemnify the Insured in respect of liability for loss or damage to any property or land or building only if such loss or damage results in the total or partial collapse;
第三者的财产、土地或建筑物全部或部分倒塌，开裂（以受损方提出索赔，并有政府有关部门的证明为准）；
- the Insurers will indemnify the Insured in respect of liability for loss or damage to any property or land or building only if prior to the commencement of construction its condition is sound and the necessary loss prevention measures have been taken;
被保险人在施工开始前，第三者的财产、土地或建筑物处于完好状态并采取了必要的防护措施；
- the Insured if required shall before commencement of construction and at his own expense prepare a report on the condition of any endangered property or land or building.
如经保险人要求，被保险人在施工开始之前应自费用向保险人提供书面报告说明任何受到危及的第三者财产、土地或建筑物的情况。

The Insurers will not indemnify the Insured in respect of liability for
保险人不负责赔偿被保险人：

- loss or damage which is foreseeable having regard to the nature of the construction work or the manner of its execution,
因工程性质和施工方式导致的可预知的第三者财产和人身伤亡责任；
- superficial damage which neither impairs the stability of the property, land or building nor endangers their users.
既不影响第三者财产、土地或建筑物的稳定性，又不危及其拥有人的表面损坏；
- the costs of loss prevention or minimization measures which become necessary during the period of insurance.
在保险期限内，被保险人为防止损失发生而采取预防或减少损失的费用。

25. **Contract Works Taken Over or Put into Service Clause** 工程完工部分条款

It is agreed and understood that subject to the Insured having paid the agreed extra premium, the insurance shall be extended to cover loss of or damage to parts of the insured contract works taken

over or put into service if such loss or damage emanated from the construction of the items insured under section I and happens during the period of cover.

兹经双方同意，本保险扩展承保本保险单明细表中物质损失项下被保险财产在保险期限内施工过程中造成已验收完工或交付使用部分的财产损失。

26. EMPLOYER'S LIABILITY INSURANCE CLAUSE 雇主责任保险特别条款

It is agreed and understood that the Insurer will indemnify the Insured against his liability for any body injury of the Insured's employees. Sum Insured for anyone person is USD30,000. In respect of death, full payment of Sum Insured will be paid, In respect of disability; compensation will be paid according to the extent or the rating of disability.

兹经双方同意，被保险人的雇员在为工程服务的过程中，遭受任何人身伤害事故，保险人承担赔偿责任。每人保险金额为 USD30,000，其中死亡按保险金额 USD30,000 全额赔偿，伤残按伤残程度或伤残等级的比例给付保险金。

27. Removal of Debris from Landslides Clause 清除塌方残骸条款

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Company shall not indemnify the Insured in respect of 经过协议同意，除非本保单承保条件、除外责任、保单或批注中另有规定，公司对以下事项将不予赔付：

- expenses incurred for the removal of debris from landslides in excess of the costs of excavating the original material from the area affected by such landslides,
用于清除塌方后的残骸所发生的超过从塌方地区开挖原始材料所需成本的清除费用。
- expenses incurred for the repair of eroded slopes or other graded areas if the Insured has failed to take the measures required or to take them in time.
由于被保险人没能采取所需的措施或及时处理问题而产生的修复被冲刷的斜坡或其他分类地区的费用。

28. MR101 Underground Services (125%) 地下作业服务 (125%)

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Company shall not indemnify the Insured in respect of the expenses incurred for 经过协议同意，除非本保单承保条件、除外责任、保单或批注中另有规定，公司对发生于以下事项的费用将不予赔付：

- alterations in the construction method or due to unforeseen ground conditions or obstructions,
由于施工方法的变更或由于意外的土壤条件阻碍所产生的费用不予赔偿
- measures which become necessary to improve or stabilize ground conditions or to seal against water ingress unless necessary to reinstate indemnifiable loss or damage,
除非对恢复可保损失或损坏非常必要，否则对于采取必要措施改善或稳定土壤条件或密封水入口所产生的费用不予赔偿
- removing material which has been excavated, or due to overbreak in excess of the design profile and/or for refilling cavities resulting therefrom,
对于清除被开挖出的物料，或由于超出设计范围的过度开挖及/或由此产生的重新填充洞穴所产生的费用不予赔偿

- dewatering unless necessary to reinstate indemnifiable loss or damage,
除非有必要恢复可保损失或损坏, 否则对于脱水产生的费用不予赔偿
- loss or damage due to breakdown of the dewatering system if such loss or damage could have been avoided by use of standby facilities,
对由于脱水系统中断造成的损失或损坏, 如果这种损失或损坏在使用备用设备情况下可以避免, 将不予赔付
- the abandonment or recovery of tunnel-boring machines,
隧道穿孔机的废弃和回收费用不予赔付
- the loss of bentonite, suspensions, or any media or substance used for excavation support or as a ground-conditioning agent.
对用于巷道支撑或作为土壤条件介质而使用的膨润土, 悬浮液或任何介质或材料的损失不予赔偿

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In the event of indemnifiable loss or damage the maximum amount payable under this Policy shall be limited to the expenses incurred to reinstate the insured property to a standard or condition technically equivalent to that which existed immediately before the occurrence of loss or damage but not in excess of the percentage as stated below of the original average per-metre construction cost of the immediate damaged area.

如果发生可保损失或损坏, 则保单中规定的最大赔付金额将限于恢复可保财产至事故发生前存在的标准状态或在技术角度上等同于标准状态所发生的费用, 但不超过下面列示的有关损失地区原始平均单位施工成本(每米的施工成本)的一定比例。

Maximum percentage payable: 125%

最大赔付比例: 125%

29. Punitive Loss Exclusion 惩罚损失除外条款

It is agreed and understood that this Policy will not indemnify the Insured any loss relating to punitive damages or fines imposed by any regulatory and government bodies.

经过协议同意, 本保单对于被保险人由监管单位及政府单位实施的惩罚性的损失或罚金不予赔偿。