التاريخ: 31 أكتوبر 2021 Date: 31st October 2021

Circular No. (5) for 2021

Renewal of Engineering Offices' & Engineers' Licenses for 2022

The Council for Regulating the Practice of Engineering Professions (CRPEP) would like to invite Engineering Offices and Licensed Engineers to submit their requests to renew their licenses, starting from 1st November 2021, for the licenses expiring on 31st December 2021.

Accordingly, all Engineering Offices are required to submit the renewal application as per the form (attached).

Noting that:

- All renewal requests shall be submitted through email only (<u>crpep@crpep.bh</u>).
- Fee payment shall be through bank transfer only after obtaining the invoice.
- Professional Indemnity Insurance (PII) Policy as per the attached updated framework.

In the case there is a delay in the submission of a renewal request without excuse to be considered by the Council, an additional fee of BD10 shall be imposed for each day of delay for a maximum of 30 days, and upon the lapse of such, the license shall be canceled from the Register, in accordance with Article (15) of Law No. (51) of 2014.

For any clarifications, please contact the Council at Tel: 17534747 or email: (crpep@crpep.bh).

تعميم رقم (5) لسنة 2021

تجديد تراخيص المكاتب الهندسية والمهندسين لعام 2022

يود مجلس تنظيم مزاولة المهن الهندسية دعوة المكاتب الهندسية والمهندسين المرخص لهم لتقديم طلبات تجديد التراخيص الخاصة بهم ابتداءً من 1 نوفمبر 2021، وذلك للتراخيص التي تنتهى في 31 ديسمبر 2021.

وعليه، يجب على المكاتب الهندسية تقديم طلبات التجديد حسب الاستمارة المرفقة.

علمًا بأنه:

- تُسلم جميع الطلبات عن طريق البريد الإلكتروني فقط (crpep@crpep.bh).
- تُدفع الرسوم عبر التحويلات البنكية فقط بعد الحصول على الفاتورة.
 - بولیصة تأمین لمواجهة مسئولیات المکتب بشأن أخطاء
 المهنة، حسب الإطار المحدث المرفق نسخة منه.

وفي حالة التأخير في تقديم طلب التجديد دون عذر يقدره المجلس يُحصل رسم إضافي قدره عشرة دنانير عن كل يوم تأخير بحد أقصى ثلاثين يوماً أخرى، وبعد مضي هذه المدة يتم إلغاء القيد بعد إعذار المرخص له وذلك وفقًا للمادة (١٥) من القانون رقم (٥١) لسنة ٢٠١٤ في شأن تنظيم مزاولة المهن الهندسية.

في حال وجود أية استفسارات، الرجاء التواصل مع المجلس على هاتف 1753474 أو بربد إلكتروني: (crpep@crpep.bh).

المهندسة مربع أحمد جمعان رئيس المجلس

Attachments:

- Renewal Form of Engineering Office's license

Copies to:

- All Engineering Offices.
- CRPEP's website and CRPEP's social media accounts.

مرفق:

- استمارة تجديد لترخيص مكتب هندسي.

نسخة إلى:

- جميع المكاتب الهندسية.

- الموقع الإلكتروني الخاص بالمجلس وحساباته في مواقع التواصل الاجتماعي.

استمارة تجديد لترخيص مكتب هندسي Renewal Form of Engineering Office's License



Please, tick one of the following:	الرجاء اختيار أحدى الخيارات التالية:		
Renewal of a Bahraini Engineering Office	■ تجدید مکتب هندسي بحريني		
Renewal of a GCC Engineering Office	■ تجدید مکتب هندسي خلیجي		
Renewal of an FTA Engineering Office	■ تجدید مکتب هندسي (FTA)		
Renewal of a Foreign Engineering Office	■ تجدید مکتب هندسي أجنبي		
Renewal of a JV Engineering Office	■ تجدید مکتب هندسي مشترك		
Please, tick one of the following:	الرجاء اختيار أحدى الخيارات التالية:		
■ Category (A)	• فتة (i)		
■ Category (B)	• فئة (ب)		
■ Category (C)	• فئة (ج)		
■ Category (D)	• فئة (د)		
■ Category (E)	• فئة (ه)		
■ Category (F)	■ فئة (و)		
■ Category (K)	■ فئة (ك)		
Required Documents	الوثائق المطلوبة (٧		
1) Letter requesting to renew the Engineering Office's license along with the disciplines to be renewed. (as attached)	1) خطاب بطلب التجديد لترخيص المكتب الهندسي مبينًا فيه التخصصات الهندسية المطلوب تجديدها. (حسب المرفق)		
2) Engineers list in the Engineering Office (name, CPR Number and Registration No.). (as attached)	2) قائمة المهندسين المطلوب تجديد تراخيصهم (الاسم والرقم الشخصي ورقم التسجيل الهندسي). (حسب المرفق)		
3) Insuree list as registered in the Social Insurance Organization (SIO) (name, CPR Number, and job title). This can be obtained from SIO's website.	3) قائمة بالمؤمن عليهم في الهيئة العامة للتأمين الاجتماعي (SIO) (الاسم، الرقم الشخصي، والمسمى الوظيفي) والتي يمكن الحصول عليها من الموقع الإلكتروني الخاص بالهيئة.		
4) A copy of the Engineering Office License (Certificate).	4) نسخة من شهادة الترخيص الهندسي للمكتب.		
5) A copy of the Engineers' Licenses.	5) نسخ من شهادة الترخيص للمهندسين.		
6) A copy of the Commercial Registration (CR) of the Engineering Office.	6) نسخة من السجل التجاري للمكتب الهندسي.		
7) Copy of a valid Professional Indemnity Insurance (PII) in accordance with applicable regulations. <i>(as attached)</i>	7) نسخة من بوليصة تأمين التعويض الم _ن ي سارية المفعول لعام حسب الأنظمة واللوائح. (حسب المرفق)		
8) Updated contact details form. (as attached)	8) استمارة تحديث بيانات المكتب. (حسب المرفق)		
9) Project list for this year (completed and ongoing). (as attached)	 9) قائمة بمشاريع المكتب الهندسي في العام الحالي (المنجزة وقيد العمل). (حسب المرفق) 		
10) Red Flag Reports. (if available)	10) تقارير الرخص الحمراء. (إن وجدت)		
11) Undertaking that the owner/Resident Manager of the Engineering Office is fully dedicated to the Engineering Profession, has no other CRs that conflict with the Engineering Profession, and declares any such CRs.	11) تعهد من صاحب المكتب/المدير المقيم بأنه متفرغ لمزاولة مهنة الهندسة وأنه لا يمتك أية سجلات تجاربة أخرى متعارضة مع مهنة الهندسة والإفصاح عنها في حال وجودها.		
12) Statement from the Ministry of Industry, Commerce and Tourism listing all the CRs the owner/Resident Manager of the Engineering Office.	12) إفادة من وزارة الصناعة والتجارة والسياحة بجميع الأنشطة التجارية المسجلة باسم صاحب المكتب الهندسي/المدير المقيم.		

www.crpep.bh F12-2-2021





(Date) (Reference No)

Subject: Request to Renew the License of (name of the Engineering Office) for 2022

Eng. Mariam Ahmed Jumaan
Chair of the Council for Regulating the
Practice of Engineering Professions. (CRPEP)

Dear Eng. Jumaan,

(name of the Engineering Office) would like to request the renewal of the of Engineering Office's license with the following disciplines:

- 1. (Discipline 1)
- 2. (Discipline 2)
- 3. (Discipline 3)
- 4. (Discipline 4)

Attached to this letter is the Renewal Form of Engineering Office's license along with all the documents mentioned in the said form.

(Authorised signatory)



List of the Engineers in

(name of the Engineering Office)



			E E	
SN	Name	CPR No.	License No.	Discipline
1				
2				
3	/ //			
4				
5	AU.			
6				
7				

Please use additional pages if required.

Annex 5: Professional Indemnity Insurance Policy Framework Guidelines To Engineering Offices

Subject to the provisions of Law No. 51 for 2014 with respect to Regulating the Practice of Engineering Professions, and Articles (10) and (11) of the Law regarding the obtention of Insurance Policy by Engineering Offices, in order to meet their legal responsibilities as prescribed by the law, with regard to the professional risks and address the liability arising from a breach of professional duty because of any fault, negligence or omission committed by the insured or any of his engineers while performing their professional duties in any of the projects. Engineering Offices shall obtain and maintain suitable Insurance Policies in accordance with the following conditions and guidelines:

1. General Professional Indemnity Insurance (PII) policy:

1.1 Levels of Insurance for the PII Policy:

- A. The engineering offices of the Category (A) shall maintain a PII policy of at least BD 1,000,000/-.
- B. The engineering offices of the Category (B) shall maintain a PII policy of at least BD 750,000/-.
- C. The engineering offices of the Category (C) shall maintain a PII policy of at least BD 500,000/-.
- D. The foreign engineering offices Category (A) and the companies that have their own in-house engineering offices of Category (E) should maintain a PII policy of not less than BD 2,000,000/-. Also, foreign engineering offices shall maintain a separate PII policy for each individual project.
- E. Category F offices carrying out Geotechnical related Engineering Services or any other investigatory works the results of which influence the consequent engineering design, shall maintain a PII Policy of at least BD. 1,000,000/-

1.2 Guidelines for General PII Policy:

A. Basic Requirements:

The PII Policies to be procured by the Engineering offices shall be based on the standard PII wordings from 'Hanover', 'Munich Re', 'Argo' or similar international reinsurance wordings subject to the other requirements of these guidelines.

B. Legal Liabilities:

- i) The PII Policy shall retroactively cover the past professional activities of the Engineering Office and shall not be restricted to the Policy Period alone. The retroactive date shall be as per the guideline provided in point L below.
- ii) The main insured (Engineering Office) shall provide an undertaking to CRPEP that he shall ensure the necessary PII is in place for all the sub-consultants engaged by him. However, this shall not relieve him of his obligations to be met with under the terms of his engagement with his clients and under the terms of his own PII.

C. Third Party Liability:

- i) The PII Policy shall include an indemnification clause with respect to Professional negligence as per the guideline wording suggested in Annex 5.1
- ii) All Engineering offices shall keep in force a Third Party (public) liability Policy if so required by their clients and in the terms stipulated by their clients

D. <u>Compliance to Civil Law:</u>

The Engineering Office shall adequately insure itself against its liability arising out of compulsory compliance to Articles 615 to 620 of Section Two of the Bahrain Civil Law.

E. Dishonesty Exclusion Clause:

The PII Policy shall include cover against any claim in respect of any loss or damage brought about or contributed by any dishonest, fraudulent, criminal, or malicious act or omission of any of the engineering office's past or present owner, employee, or shareholder or contractor in the conduct of the engineering office's business as per the guideline wording suggested in Annex 5.1..

A reasonable limit of Indemnity and Excess shall be agreed with the Insurers for the above extension

F. <u>Subrogation:</u>

The PII Policy shall include a "Waiver of Subrogation Clause"

G. Cost Inclusive Cover:

The PII policy shall include this provision as per the guideline wording suggested in Annex 5.1.

H. Level & Aggregate Limit of Indemnity:

PII Policies shall adhere to the below guideline while declaring the amount Insured in the schedule to the PII Policy:

"The minimum level of indemnity for each category of the Engineering Office shall be as set out in Clause 1.1 of this Appendix for each and every event with the number of events unlimited subject to an aggregate limit of three (3) times the level of Indemnity in any one year."

I. Enhanced Level of Indemnity:

Engineering offices shall present their standing PII policy to their clients and abide by the clients' requirements with respect to providing an enhanced level of Indemnity and/or inclusion of any specific requirements. Such enhancements/inclusions can be provided either as endorsement to the standing policy or as a separate tailor-made policy.

J. Uninsured Excess:

The uninsured excess in any PII policy shall not be greater than 10% of the level of Indemnity.

K. Innocent Non-disclosure Clause:

The PII Policy shall include this provision as per the guideline wording suggested in Annex 5.1

L. Retroactive Date:

The PII Policy shall retroactively cover the activities of the Engineering Office as per the following criteria:

"The retroactive date of the policy shall be 22 September 2014 OR the date of the Inception of the Engineering Office OR 7 years prior to the date of the renewal of the Policy whichever is the later provided that there are no known cases of any impending losses or claims at the time of securing the new policy."

Extended Reporting Period:

The PII Policy shall include provisions for Extended Reporting Period as per the following Criteria:

The extended reporting period shall be at least 5 years for projects equal to or greater than BHD. 2 Million in value unless stipulated otherwise by the Client(s) of the Engineering Office.

N. Transfer to a new Insurer:

While transferring the policy to the new Insurer, the Retroactive Date shall be maintained same as the old policy provided that there are no known cases of any impending losses or claims at the time of securing the new policy. (Retroactive date shall be as enunciated under Point L above).

O. Proof of Payment of Premium:

Engineering Firms shall submit evidence of full payment of the PII premium to the Council on annual basis."

P. <u>Primary Insurance Clause</u>: The PII Policy shall include this Provision as per the guideline wording suggested in Annex 5.1.

2. Special insurance policy:

Special insurance policy shall be issued regarding the hazards of the profession separately for each project as requested by project owner, and the insurance policy should cover the cost on-demand and is subject to the approval of the owner and the policy should be effective for 10 years after the completion of the project to cover any claims or damages during this period.



Annex 5.1 Professional Indemnity Insurance Policy Framework Suggested Wording for Some Clauses under para 1.2 of Annex 5

Clause 1.2 C (i) - Indemnification clause with respect to Professional negligence:

"The Insurer shall indemnify the Insured against any claim made in respect of bodily injury, sickness, disease, death, damage to property or financial loss and/or consequential loss arising out of professional negligence including wrongful, faulty or inadequate design, supervision or advice given by the Insured in the course of carrying out his professional duties/responsibilities as mentioned in the Schedule to this Policy."

Clause 1.2 E - Dishonesty Exclusion Clause:

"It is hereby agreed that the Insurer indemnifies the Insured in respect of claims made against the Insured and notified to the Insurer during the Policy Period incurred in the conduct of the Insured's professional Business which give rise to legal liability as a result of any dishonest or fraudulent act on the part of any employee – provided that,

- a) No employee of the Insured committing or condoning such dishonest or fraudulent act or omission shall be entitled to indemnity,
- b) No indemnity shall be provided for dishonest or fraudulent acts committed by any employee after discovery by the Insured or reasonable cause for suspicion of fraud or dishonesty on the part of that employee.
- c) No indemnity shall be provided for dishonest or fraudulent acts committed by any Partner or Director of the Insured.
- d) Any amount payable under this extension is subject to the limit of Indemnity and excess amount agreed between the Insurer & the Insured
- e) The Insured takes all reasonable steps to effect recovery from any employee committing or condoning any dishonest or fraudulent act or omission or from the estate and/or legal representatives of such person.
- f) Any monies that would be due from the Insured to his employee committing or condoning such act or omission shall be deducted from any amount payable by the Insurer to the Insured
- g) Any monies recovered by the Insured following actions described in (e) above shall be deducted from any amount payable by the Insurer to the Insured.

Clause 1.2 G - Cost Inclusive Cover

"The policy shall provide cover for all defense costs and expenses in the:

- a) defense, investigation and settlement of any claim which is covered by this policy.
- b) investigation and settlement of any circumstance which will be covered by this policy up to the limit agreed by the company on the schedule and provided additional premium is charged."

Clause 1.2 K - Innocent Non-disclosure Clause

"The insurer will not exercise their right to avoid this policy where there has been or it is alleged that there has been nondisclosure or misrepresentation in the proposal form (and/or other information as shown to the insurer). Provided always, that the insured is able to demonstrate to the insurer's reasonable satisfaction that such alleged non- disclosure was innocent and free of any reckless or fraudulent conduct or intent to deceive. The premium and terms shall be adjusted at the discretion of the insurer to those which would have applied had such circumstances or information been correctly disclosed"

Clause 1.2 P - Primary Insurance Clause

"For any claims related to this agreement, the Insured's insurance coverage shall be primary insurance irrespective of any additional insurance or self-insurance maintained by the Insured or Additionally Insured Parties.

Contact Details Form for Engineering Office

Office Details						
Office Name (as per CR)			CR No.			
License No.			Office Category			
Office Telephone No			Office Fax No			
Office Email			P.O Box:			
	Flat / Shop No.:			Website:		
	Building: Road / Street:			Instagram:		
Commercial			Official Social	LinkedIn:		
Address	Block:		Media Accounts			
	Are:			Other:		
	K	Key Contact	Person			
Name		Des	signation			
CPR No.			rect Number and Line)			
Mobile Number	Em		nail			
Owner or (Resident Manager in case of Foreign Engineering Office)						
Name		Des	signation			
CPR No.			rect Number and Line)			
Mobile Number	Em		nail			
I, hereby declare, that all the information provided in this form is true and accurate:						
Name:						
Signature:						





List of Projects in 2021

(name of the Engineering Office)

SN	Project Title	Benayat Building Permit	Status (complete, ongoing)	Role (architectural design, supervisionetc)	Project estimated cost (BD)
1					
2					
3					
4					
5					
6					
7					

Please use additional pages if required.