

GOODS AND/OR SERVICES CONTRACT FOR: PROVISION OF WATER SUPPLY AND DISTRIBUTION INFRASTRUCTURE, GYSBI INDUSTRIAL ESTATE

This CONTRACT FOR SUPPLY OF MATERIALS AND SERVICES ("Contract") is made and entered into in the [xx] of [month, year] (the "Effective Date").

BETWEEN

COMPANY: GUYANA SHORE BASE INC. (GYSBI), a company duly incorporated under the Companies Act Cap 89:01 of the laws of Guyana with its registered address situate at Plantation 'A' Houston, Georgetown, Guyana, and

CONTRACTOR: [company name], a company duly registered under the laws of [country] with its address at [company address].

Company and Contractor are collectively referred to herein as the "Parties" and sometimes individually referred to herein as a "Party."

For and in consideration of the mutual covenants and Contracts contained herein, and the payment of money for the execution of services and/or delivery of materials, the Parties agree as follows:

1. FORM OF CONTRACT

1.1 This Contract shall serve as a Contract under which the Parties can enter for the Provision of Water Supply and Distribution Infrastructure at the GYSBI Industrial Estate as detailed in the Appendices.

1.2 The terms and conditions of this Contract, including all appendices, shall form an integrated contract between the Parties. In the event of any conflict or inconsistency between the terms of this Contract and any Purchase Order, the terms of this Contract shall prevail unless otherwise agreed in writing by the Parties.

2. GENERAL CONDITIONS OF CONTRACT

2.1. Definitions

"Contract" means the legally binding document and any appendices, along with any Purchase Orders entered into by the Company and Contractor. The terms "Contract" or "Agreement" may be used interchangeably however; they represent the same definition.

"Company" means the entity entering into this Contract with the Contractor.

"Company's Representative" means the person named in the Special Conditions of Contract as appointed by the Company to act on its behalf for the administration and supervision of this Contract.

"Company's QHSSE Representative" means the person named in the Special Conditions of Contract as appointed by the Company to act on its behalf for quality, health, safety security and environmental matters of this Contract.

"Contractor" means the supplier of the services and/or goods.

"Contractor's Representative" means the person named in the Special Conditions of Contract as appointed by the Contractor to act on its behalf for the purpose of this Contract.

"Days" means calendar days; **"Months"** means calendar months.

"Goods" means the materials to be supplied by the Contractor under this Contract.

"Services" means the works; permanent and/or temporary, to be performed by the Contractor under this Contract.

"Purchase Order" means a written authorization for the supply of specified materials and/or services under the terms of this Contract.

"Contract Price" means the amount to be paid to the Contractor under the applicable Purchase Order.

"Force majeure" means an event beyond the control of the Company or Contractor, not connected with error or negligence of the Company or Contractor, and not foreseeable.

2.2. Contract Documents

The following documents shall form this Contract (where applicable) and shall be deemed an integral part of it:

1. Form of Contract
2. General Conditions of Contract
3. Special Conditions of Contract
4. Appendix A: Scope of Work; including Drawings and Technical Specifications
5. Appendix B: Schedule of Rates
6. Appendix C: GYSBI QHSSE Management Handbook for External Parties
7. Appendix D: Amendment (if applicable)
8. Appendix E: FIDIC Red Book (2017)
9. Bid Security Bond (if applicable)
10. Performance Bond (if applicable)
11. Mobilization Bond (if applicable)
12. Insurances (Contractor's All Risk, Employer's Liability, Public Liability and/ or others as deemed necessary)

2.3. Entire Contract

2.3.1 This Contract, including any Purchase Orders issued under it, constitutes the entire Contract between the Parties and supersedes any prior agreements, negotiations, or understandings with respect to the supply of materials.

2.3.2 Any terms and conditions on Contractor's documents, including invoices, delivery notes, or Contract acknowledgments, are null and void unless expressly agreed to in writing by the Company.

2.4. Changes

2.4.1 The Company may request changes to the terms of this Contract. These changes will be made by written Amendment or Contract Revision.

2.4.2 If any such change causes an increase or decrease in the cost of or the time required for delivery of the materials and/or services, the Contract will be revised accordingly upon mutual written agreement of the Parties.

2.5. Term

2.5.1 This Contract is effective on the "Effective Date" and shall continue for the duration stated in the Special Conditions of Contract unless earlier terminated as provided herein.

2.5.2 The term of this Contract is stated therein and shall continue in effect until completion or termination by the Company or Contractor.

2.6. Work Execution Program

The Contractor shall prepare a detailed work program outlining the activities and respective durations to successfully complete the scope of services. The work program shall in general determine the order in which the Work is to proceed. The Company's Representative may order and authorize minor changes to this schedule whenever such changes are of definite advantage to the Company or necessary for the operations of the Company.

The Contractor shall furnish sufficient forces; construction equipment and plant as may be necessary to ensure the expedited completion of the Work in accordance with the submitted schedule. If the Contractor, in the opinion of the Company's Representative lags in any activity listed in the work program, then the Contractor shall be obligated to implement additional resources as approved by the Company's Representative in order to compensate for lost time and achieve the completion of works in a timely manner.

Failure of the Contractor to comply with the requirements of the Company's Representative may be grounds for determination by the Company's Representative that the Contractor is not proceeding at such rates that will ensure completion within the specified time and may result in the termination of the right of the Contractor to continue the Work.

2.7. Parties' Rights and Obligations

2.7.1. Company's Obligations:

- i. To compensate the Contractor as stipulated in the Contract for services and/ or materials delivered in accordance with the terms of this Contract.
- ii. The Company is not bound to purchase any minimum quantity of services and/or materials under this Contract.

2.7.2. Contractor's Obligations:

- i. To provide services and/ or supply the materials in accordance with the terms and conditions of this Contract.
- ii. To comply with all applicable laws, regulations, and Company's QHSSE (Quality, Health, Safety, Security, and Environmental) protocols.
- iii. To perform services in accordance with industry's best practices and/or in accordance with manufacturer's guidelines, where applicable.
- iv. To ensure proper handling, transportation, and delivery of the materials to the location specified by the Company.
- v. To provide certificates of origin, quality, or other documentation as required by the Company.
- vi. Contractor shall promptly notify Company of any delays or issues with the supply and make all efforts to remedy at no additional cost to the Company.

2.8. Products and Services Warranties

2.8.1 The Contractor warrants that all materials supplied under this Contract will:

- i. Conform to the specifications and requirements stated in this Contract, and free from defects
- ii. Be of merchantable quality and fit for the intended purpose.

2.8.2 If the services and/ or materials fail to meet these warranties, the Company may require the Contractor to replace or repair the materials at no additional cost to the Company.

2.8.3 The Contractor shall provide assignable warranties, if applicable, from its suppliers or manufacturers if it is not the original manufacturer of the materials. The Contractor will cooperate with the Company in enforcing such warranties.

2.8.4 The Contractor warrants that all materials supplied under this Contract shall be free from defects in material and workmanship for a period stipulated in the Special Conditions of Contract from the date of acceptance by the Company.

2.8.5 If any defects in the materials are discovered during the warranty period, the Contractor shall promptly repair or replace the defective materials at no additional cost to the Company.

2.8.6 The warranty period for any repaired or replaced materials shall restart from the date of acceptance of the repair or replacement.

2.9. Termination

2.8.1 Either Party may terminate this Contract for cause by written notice, for a minimum period as stipulated in the Special Conditions of Contract, if the other Party materially breaches any term of this Contract and fails to cure the breach within that time.

2.8.2 The Company may cancel any Contract in whole or in part at any time for its convenience by providing written notice to the Contractor. In such case, the Company shall pay the Contractor for services and/or materials delivered and accepted prior to the cancellation date.

2.10. Assignment and Subcontracting:

2.10.1 The Contractor shall not assign or transfer its rights or obligations under this Contract without the prior written consent of the Company.

2.10.2 The Contractor shall not subcontract any part of its obligations under this Contract without the prior written approval of the Company. Any such subcontracting shall not relieve the Contractor of its responsibilities under this Contract.

2.11. Invoicing and Payment

2.11.1 After completion of the services and/or delivery of materials, the Contractor shall submit an invoice to the Company for the amount specified in the applicable Contractor as guided by the Schedule of Rates.

2.11.2 All invoices shall include the Contractor's VAT registration number and be accompanied by supporting documentation as requested by the Company.

2.11.3 Within the time period after the date of receipt of the invoice indicated in Section 3 - Special Conditions of Contract, the Company shall pay, or cause to be paid, the approved amount of the Contractor's invoice.

2.11.4 The Company shall pay the Contractor sums according to the certificates of performed services and/or deliveries of materials confirmed by the Company's representative.

2.11.5 Any disputed invoice amounts shall be promptly addressed by the Parties, and only the undisputed portion shall be paid within the original payment terms. 2.9.6 Where a project duration exceeding 45 days, the Contractor may issue interim monthly invoices based upon works completed and agreed with the Company's Representative, and in accordance with any payment plan specified in the Schedule of Rates.

2.11.5 If in good faith, the Company disputes any invoice, in whole or in part, the Company shall promptly notify the Contractor of the dispute and shall pay only the undisputed portion. The Company and the Contractor shall endeavor to settle and adjust any disputed amount forthwith.

2.11.6 Any payment made by the Company shall not prevent the Company from filing claims or prejudice its right to recover any amount of such claims however they may have arisen. Without limiting the type or nature of the claims mentioned in the preceding sentence, the Company may recover any sums paid to the Contractor by mistake of fact or law.

2.11.7 The Contractor must submit any claims or disputes arising under this Contract that relate to billing or payment to the Company in writing within ninety (90) days after invoice date, and the Contractor's failure to do so will constitute a waiver by the Contractor of any legal or equitable rights with respect to the subject matter of the claim or dispute.

2.12. Force Majeure

2.12.1 Neither Party shall be liable for any failure to perform due to force majeure events such as natural disasters, war, or other events beyond their control. The affected Party shall notify the other within 48 hours of such an event and provide details of its impact on performance under this Contract.

2.13. Indemnification

2.13.1 The Contractor agrees to release, indemnify, defend, and hold company, its officers, agents, and employees harmless from any loss, cost, damage, penalty, fine or bodily injury (including death) of whatsoever kind or nature arising out of or incidental to Supplier's performance under this Contract except to the extent caused by Company's negligence or willful misconduct. For the purposes of this section, any section excluding liability for consequential damages shall not apply.

2.13.2 The Company shall defend, indemnify, and hold the Contractor and its employees and agents harmless from, and against all claims, liabilities, losses, damages, fines, penalties, payments, costs, and expenses (including, without limitation, reasonable legal fees) caused by and resulting from (i) the negligence or misconduct of the Company, or its employees, agents or engaged third parties or (ii) violation of applicable laws or regulations by the Company, or its employees, agents or engaged third parties.

2.13.3 In the event such claims, liabilities, losses, damages, fines, penalties, payments, costs, and expenses (including, without limitation, reasonable legal fees) are caused by the joint and concurrent negligence of the Parties, or the Parties and a third party, the indemnity obligations for such claims, liabilities, losses, damages, fines, penalties, payments, costs, and expenses (including, without limitation, reasonable legal fees) shall be borne by each Party in proportion to the degree of fault of Parties or third parties for which same are liable under this Contract.

2.13.4 Except as stated otherwise herein, neither Party shall be liable to the other for damages that are special, incidental, or consequential.

2.13.5 Any indemnified Party under this section shall promptly tender the defense of any claim to the indemnifying Party.

2.14. Governing Law

2.14.1 This Contract shall be governed by and construed in accordance with the laws stipulated in the Special Conditions of Contract. Any disputes arising out of or in connection with this Contract shall be subject to the exclusive jurisdiction of the courts of Guyana.

2.15. Dispute Resolution

2.14.1 Disputes arising from this Contract will be resolved amicably through negotiations. If negotiations fail, disputes will be referred to arbitration in accordance with the laws of Guyana, specifically the Arbitration Act, Cap 7:03.

2.16. Liquidated Damages

2.19.1 In the event of a delay in execution of services and/or delivery of materials not attributable to a Force Majeure event, the Company reserves the right to impose liquidated damages on the Contractor at a rate specified in the Special Conditions of Contract. The Contractor shall promptly notify the Company in writing upon becoming aware of any potential or actual delays.

2.17. Performance Security

2.20.1 The Contractor may furnish the Company with a performance security in the amount and form specified in the Special Conditions of Contract. The performance security shall be returned upon successful completion of the Contractor's obligations under this Contract.

2.18. Mobilization Advance

The Company may make advance payment to the Contractor as stipulated in the Special Conditions of Contract. The submission of a bank guarantee or mobilization advance bond from a reputable institution shall be provided by the Contractor prior to the Mobilization Advance Payment by the Company.

2.19. Retention

2.19.1 The Company may retain a percentage of the Contract Sum as per the Special Conditions of Contract from each payment due to the Contractor as security to ensure the Contractor's full performance under this Contract. This retention serves to incentivize timely completion of all contractual obligations, ensure compliance with material specifications, and provide financial security for the correction of any defects or non-conformities in the materials supplied. In addition, the retention acts as protection against the risk of incomplete or unsatisfactory performance and provides a safeguard for the Company in case the Contractor defaults or fails to fulfill warranty obligations. This retention shall be withheld from progress payments and shall be calculated based on the total invoice value for material supplied.

2.19.2 Upon satisfactory completion of delivery and acceptance of the materials, and certification by the Company that all contractual obligations have been fulfilled, 50% of the retained amount shall be released to the Contractor. The remaining 50% shall be released upon the expiration of the Defects Liability Period, provided that any defects have been corrected to the Company's satisfaction.

2.19.3 In lieu of retention, the Contractor may, at its option, provide an "on demand" Bank Guarantee for an amount equivalent to the retained funds, which will be released under the same conditions as the retained amount.

2.20. Inspection and Acceptance:

2.20.1 The Company reserves the right to inspect the services and/or materials upon completion/delivery. If any service and/or materials do not conform to the specifications or are otherwise defective, the Company may reject them and require the Contractor to replace or repair the materials at no additional cost to the Company.

2.20.2 The Contractor shall promptly correct any defects or deficiencies in the services and/or materials as identified by the Company during the inspection process.

2.20.3 Final acceptance of the materials will occur once the Company determines that they conform to the specifications and meet all other requirements of this Contract.

2.21. Insurance

2.21.1 During the term of this Contract the Contractor shall at its own expense, maintain all necessary insurances to cover its liabilities under this Contract, including but not limited to those outlined in the Special Conditions of Contract.

2.21.2 The Contractor shall provide the Company with certificates of insurance coverage prior to the commencement of works, and such coverage shall remain in effect for the duration of the Contract and any applicable defects liability and/or warranty periods.

2.22. Confidentiality

2.22.1 The Parties agree to keep confidential all information disclosed in connection with this Contract, including the terms of this Contract, the Purchase Orders, and any related business or technical information.

2.22.2 The Contractor shall not disclose any such information to any third party without the prior written consent of the Company, except as required by law or for the purpose of fulfilling its obligations under this Contract.

2.22.3 Upon termination of this Contract or completion of all obligations hereunder, the Contractor shall return or destroy all confidential information in its possession and certify such destruction in writing to the Company.

2.23. Limitation of Liability

2.27.1 Neither Party shall be liable to the other for any indirect, special, incidental, or consequential damages arising out of or related to this Contract, including but not limited to loss of profits, revenue, or business, even if the other Party has been advised of the possibility of such damages.

2.24. Local Content

2.24.1 The Contractor shall comply with all applicable local content requirements, including those specified by the Company or mandated by local regulations. This includes providing opportunities to local subcontractors and employees wherever possible.

2.24.2 The Contractor shall maintain records of its compliance with local content requirements and provide reports to the Company as requested.

2.24.3 The Company reserves the right to audit the Contractor's compliance with local content requirements at any time during the term of this Contract.

2.25. Compliance with Laws and Regulations

2.25.1 The Contractor shall comply with all applicable laws, regulations, and standards in the performance of its obligations under this Contract, including but not limited to those related to health, safety, environment, and labor practices.

2.25.2 The Contractor shall ensure that all materials supplied under this Contract comply with all applicable legal and regulatory requirements, including those related to quality, safety, health, and environmental standards.

2.25.3 The Contractor shall obtain and maintain all necessary licenses, permits, and approvals required for the performance of its obligations under this Contract.

2.26. Waivers

2.26.1 The failure of either Party to enforce any right or provision of this Contract shall not constitute a waiver of that right or provision, nor shall it be construed as a waiver of any subsequent breach.

2.27. Severability

2.27.1 If any provision of this Contract is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

2.28. Amendments

2.28.1 This Contract may be amended only by a written agreement signed by authorized representatives of both Parties.

2.29. Counterparts

2.29.1 This Contract may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

2.30. Dispute Resolution

2.30.1 The Parties shall attempt to resolve any disputes arising out of or in connection with this Contract through good faith negotiations. If the Parties are unable to resolve the dispute by mutual Contract within fourteen (14) days through negotiations, the dispute shall be referred to arbitration in accordance with the Arbitration Act, Cap 7:03 (Guyana).

2.30.2 The arbitration shall be conducted by a panel of three arbitrators, with each Party appointing one arbitrator and the third arbitrator being appointed by the two arbitrators.

2.30.3 The cost of the arbitration shall be shared equally by the Parties unless otherwise determined by the arbitration panel.

2.31. Notices

2.31.1 Any notice required to be given under this Contract shall be in writing and delivered by hand, registered mail, or electronic mail to the addresses specified in the Special Conditions of Contract.

2.31.2 The addresses for notice may be changed at any time by notice in compliance with this provision.

2.33.3 Notices shall be deemed to have been received on the date of delivery, or if sent by registered mail, three (3) days after the date of mailing, or if sent by electronic mail, on the date the electronic mail was sent.

2.32. Entire Contract

3.32.1 This Contract, including all Appendices and Purchase Orders issued hereunder, constitutes the entire Contract between the Parties and supersedes all prior or contemporaneous Contracts, understandings, and representations, whether oral or written, related to the subject matter hereof.

NOW THEREFORE, the Parties have caused this Contract to be executed by their duly authorized representatives.

CONTRACTOR

COMPANY

.....

[contractor's representative's name]

[contractor's representative's designation]

[contractor's name]

.....

[company's representative's name]

[company's representative's designation]

[company's s name]

3. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict between the provisions herein and the General conditions of Contract, the Special Conditions of Contract shall prevail.

GCC Clause Number	Particular Instruction(s) to GCC Clause
2.1	<u>Company's Representative:</u> Mahendra Mentore Projects Manager Guyana Shore Base Inc. Mahendra.mentore@gysbi.com <u>Company's QHSSE Representative:</u> Allan Lambert Projects QHSSE Manager Guyana Shore Base Inc. allan.lambert@gysbi.com
2.1	<u>Contractor's Representative:</u> [name] [designation] [e-mail] <u>Contractor's QHSSE Representative:</u> [name] [designation] [e-mail]
2.5	Project duration: To be determined based on the Bidder's Work Execution Program but no longer than 3 months
2.6	Work Execution Program required: Yes
2.8	Defects liability Period: 90 Days
2.11.3	<u>Invoice Payments:</u> Time period within which the Company shall pay invoices: Thirty (30) days
2.14	Governing law: Guyana
2.16	<u>Liquidated Damages:</u>

	<p>The penalty to be paid by the Contractor for delay of the completion of the whole of the works shall be: 0.2% of the Contract Sum or PO Value for each day of delay.</p> <p>The limit of liquidated damages shall be: 10% of the Contract Sum or PO value.</p>
2.17	<p><u>Performance Security:</u></p> <p>Performance Security Bond shall be: 10% of Contract Sum</p>
2.18	<p><u>Mobilization Payments:</u></p> <p>Mobilization Advance payment shall be: 20% of Contract Sum</p>
2.19	<p><u>Retention:</u></p> <p>The percentage of payments to be retained to correct possible defects shall be: 10% of Contract Sum</p> <p>The limit of payments to be retained to correct possible defects shall be: 10% of Contract Sum</p>
2.21.1	<p><u>Insurance:</u></p> <p>However, the insurance values stated below are the minimum required for ad-hoc works:</p> <p>Contractors All Risk: coverage GY\$22,000,000 (or value of the PO if works value is greater than GY\$22,000,000)</p> <p>Company's Liability: coverage GY\$11,000,000</p> <p>Public Liability: coverage GY\$11,000,000</p>
2.31	<p><u>Notices:</u></p> <p><u>For the Company:</u> Guyana Shore Base Inc. Lot 'A' Plantation Houston District Georgetown, Guyana. Telephone: +592-227-2380 +592-227-2381 E-mail: procurement@gysbi.com</p> <p><u>For the Contractor:</u> [Contractor's name] [Contractor's address] [Contractor's telephone number] [Contractor's email]</p>