

**PARIA FUEL TRADING COMPANY LIMITED**



**GENERAL CONDITIONS OF CONTRACT**

**COVER LETTER**

**VENDOR INFORMATION:**

Name: \_\_\_\_\_

Registration Number: **P** \_\_\_\_\_

Business Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Designation: \_\_\_\_\_

Contact Number: \_\_\_\_\_

I \_\_\_\_\_ acknowledge receipt and have read and understood the attached document "General Condition of Contract" dated 20 December 2021 as outlined by Paria Fuel Trading Company Limited.

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Company Stamp:



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# GENERAL CONDITIONS OF CONTRACT

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20<sup>th</sup> December 2021

## GENERAL CONDITIONS OF CONTRACT

### TABLE OF CONTENTS

<u>NO.</u>	<u>CLAUSE</u>	<u>PAGE</u>
1.	DEFINITIONS	1
2.	COMMENCEMENT AND COMPLETION OF THE CONTRACT	2
3.	MANNER OF PERFORMANCE	2
4.	SUFFICIENCY OF BID	2
5.	COMPLIANCE WITH LAWS OF T&T AND RULES OF PARIA FUE TRADING CO. LTD.	2
6.	PAYMENT	3
7.	INCREASE AND DECREASE OF COST	3
8.	TAXATION	3
9.	RETENTION	3
10.	ALTERATIONS AND VARIATIONS TO THE WORK	3
11.	LIABILITY FOR PARIA'S PROPERTY LOST OR DAMAGED	4
12.	INDEMNITY	4
13.	INSURANCE	5
14.	SUBSTANCE ABUSE POLICY	7
15.	PROTECTION OF ENVIRONMENT	7
16.	DEDUCTIONS BY PARIA FUEL TRADING COMPANY LIMITED	7
17.	ASSIGNMENT	7
18.	SUB-CONTRACTING	8
19.	PERSONNEL	8
20.	MAINTENANCE OF RECORDS AND AUDIT	8
21.	SUSPENSION AND TERMINATION	8
22.	REMOVAL OF IMPROPER WORK AND MATERIALS	10
23.	REMEDYING DEFECTS	10
24.	MODIFICATION/WAIVER	10
25.	PARTIES' AUTHORISED REPRESENTATIVE	10
26.	SECURITY PASSES	10
27.	PROVISION OF CONTRACTOR ITEMS	11
28.	SECURITY OF WORK	11
29.	RESTORATION OF DAMAGE	11
30.	CLEAN-UP OF SITE	12
31.	RIGHT OF ACCESS	12
32.	INSPECTION OF WORK	12
33.	FORCE MAJEURE	12
34.	PANDEMICS /EPEDEMICS	12
35.	KNOWLEDGE OF SITE CONDITIONS	13
36.	DISPUTE RESOLUTION	13
37.	NOTICES	13
38.	PHOTOGRAPHS AND ADVERTISING	13
39.	INDEPENDENT CONTRACTOR	13
40.	PREVENTION OF CORRUPTION	14
41.	CONFIDENTIALITY	14
42.	EXTENSION OF TIME	14
43.	HEADINGS	14
44.	PARTICULAR CONDITIONS	15

## GENERAL CONDITIONS OF CONTRACT

### PREAMBLE

These General Conditions of Contract (“GCC”) provide standard terms and conditions for the performance of the Work by the Contractor. It is a mandatory requirement for legal entities pre-qualified for placement on PARIA’s Register of Contractors.

### 1.0 DEFINITIONS

For the purpose of the GCC the words and expressions as defined shall have the following meanings assigned to them, except where the context requires otherwise:

- a) “Agreement” means such definitive contract agreement, including the Agreement-Purchase Order as PARIA may require the Contractor to formally enter into and execute;
- b) “Bid” means the same as Tender and is the Contractor’s offer to PARIA for the execution and completion of the Work;
- c) “Bill of Quantities” means the priced and completed bill of quantities forming part of the Bid;
- d) “Conditional Letter of Acceptance” means qualified acceptance requiring the Contractor to fulfill certain conditions prior to PARIA’s formal acceptance of the Bid;
- e) “Contract” means and is not limited to these GCC, the Invitation to Bid, the Contractor’s Bid, the Letter of Acceptance, and other formal Agreements if any;
- f) “Contractor” means the legal entity registered with PARIA and engaged to perform the Work and shall include such entity’s authorised representatives;
- g) “Defects Liability Period” shall mean the period of twelve (12) months calculated from the date of completion of the Work unless otherwise specified in the Invitation to Bid. During the Defects Liability Period PARIA has the right to call upon the Contractor to correct any defects in the Work;
- h) “Drawings” means all drawings, calculations and technical information of a like nature provided by PARIA to the Contractor forming part of the Invitation to Bid and all drawings, calculations, samples, patterns, models, operation and maintenance manuals and other technical information of a like nature submitted by the Contractor and approved by PARIA;
- i) “Independent Contractor” means any Contractor not in receipt of salaries, wages, overtime, bonuses, remuneration, perquisites or other emoluments from PARIA;
- j) “Invitation to Bid” means PARIA’s request for Bids, including the instructions to bidders, Scope of Works, the Specifications, the Drawings, the Bill of Quantities, the Particular Conditions and any other documents included in such invitation;
- k) “Letter of Acceptance” means the formal acceptance by PARIA of the Bid;
- l) “Particular Conditions” has the same meaning as given in Clause 44;
- m) “Party” or “Parties” means the Contractor(s) and/or PARIA;
- n) “PARIA” means the Paria Fuel Trading Company Limited and any of its wholly owned subsidiaries, successors and assigns and shall include its authorised representatives;
- o) “PARIA’s Representative” means the person named by PARIA under Clause 25 and who acts on behalf of PARIA;

- p) “Scope of Works” means the description of the Work to be performed and the resources to be supplied as indicated in the Invitation to Bid;
- q) “Specifications” means the specification of the Work to be performed and any modification or variation thereof or addition thereto that is approved by PARIA;
- r) “Sub-contractor” means any entity to which the Contractor sub-contracts any part of the Work in accordance with the provisions of Clause 18;
- s) “Work” means the Scope of Works and any other service necessary for the completion of the contract including any variations or modifications approved by PARIA.

## **2.0 COMMENCEMENT AND COMPLETION OF THE CONTRACT**

- 2.1 The Contract shall come into effect on the date signed by both Parties or as stipulated in the Letter of Acceptance. Upon signing the Contract, the Contractor agrees to commence and complete the Work in accordance with a Work schedule if any, approved by PARIA. In the case of a Conditional Letter of Acceptance the Contract shall come into effect subsequent to the fulfillment of the requisite conditions and execution of a Contract by both Parties.
- 2.2 The Contractor shall prior to the commencement of the Work submit to PARIA the Work schedule if any, the insurance documentation and any other regulatory approvals if required, within a time period stipulated by PARIA. If the Contractor fails to adhere to the time as stipulated, PARIA may in its sole discretion extend the time or terminate the Contract in accordance with Clause 21.

## **3.0 MANNER OF PERFORMANCE**

The Contractor shall at all times execute and complete the Work and remedy defects with due care and diligence to the satisfaction of PARIA, and shall provide all labour including supervision thereof, materials, equipment and all other things whether of a temporary or permanent nature required in and for such execution, completion and remedying of defects as far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract. The Contractor shall comply with and adhere strictly to PARIA’s instructions and directions on any matter touching or concerning the Work.

## **4.0 SUFFICIENCY OF BID**

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his Bid for the Work and of the rates and prices, which rates and prices shall, except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution and completion of the Work.

## **5.0 COMPLIANCE WITH LAWS OF TRINIDAD AND TOBAGO AND RULES OF PARIA**

- 5.1 The Contractor shall observe and comply with, all provisions of law in Trinidad and Tobago or otherwise in force which pertain to or affect the Work or the conduct of the Work including, but not limited to, the common law, statutes, subsidiary legislation, orders and directives from statutory or other duly constituted authorities, as well as International Conventions to which Trinidad and Tobago is a signatory and any recognised standards, guidelines and codes which are applicable to the Work and accepted by PARIA.
- 5.2 The Contractor shall observe and comply with all rules, policies, procedures and directives made by PARIA from time to time, including in particular all such rules, policies, procedures and directives relating to security, health, safety and the environment.
- 5.3 It shall be the sole responsibility of the Contractor to conform to all the relevant laws regulations, bye-laws or requirements any such local, regulatory or other authority which may be applicable to the Work and keep PARIA indemnified against all penalties and liabilities of every kind for breach of such laws, regulations, by-laws or requirements.

## **6.0 PAYMENT**

- 6.1 PARIA shall, upon being satisfied that the Work was fully and satisfactorily performed, pay the Contractor the sum named in the Contract or such other sum as may be agreed by the Parties. The Parties may agree to the payment of the sum named in the Contract in accordance with an approved payment schedule or work progress.
- 6.2 Contractor shall submit invoice(s) including all relevant documentation in accordance with the approved billing schedule or as otherwise approved by PARIA.
- 6.3 PARIA shall pay the Contractor the undisputed portion within thirty (30) days from the date of receipt of the said invoice.
- 6.4 PARIA shall have the right to set off against any payments due to the Contractor hereunder any amount due or owing to PARIA by the Contractor.
- 6.5 No payment made by PARIA hereunder shall constitute a waiver by PARIA of any breach by the Contractor of any of its obligations hereunder or prejudice PARIA's rights in the future to question or dispute any portion of any invoice and any payment withheld by PARIA shall be without prejudice to any other rights and remedies of PARIA under the terms of the Contract or in law.

## **7.0 INCREASE AND DECREASE OF COSTS**

Except if otherwise provided by the Contract, no adjustment of the Contract price shall be made in respect of fluctuations of market, prices of labour, materials, plant or equipment, neither due to fluctuation in interest rates or devaluation or any other matters affecting the Work.

## **8.0 TAXATION**

The Contractor shall be responsible for the payment of all charges and taxes and to defend, indemnify and keep PARIA harmless from all claims or liability for income taxes, excess profits taxes, excise taxes, sales taxes, value added taxes, duties and all other charges, including permits or fees of any nature whatsoever, and all other taxes, charges and imposts assessed or levied by the government, or by any other governmental body of any other country against Contractor, or other persons acting for or through the Contractor or Sub-Contractor for or on account of any payment made to or earned by Contractor or Sub-Contractor under the Contract.

## **9.0 RETENTION**

- 9.1 PARIA shall where applicable hold a retention for a period to be specified and at the percentage value stated in the Contract.
- 9.2 PARIA shall retain such amounts for the period stated in the Contract. In the event that the Contractor shall fail to make good any defects, which may become apparent PARIA shall use such retention to remedy such defects.
- 9.3 Payment of any retained portion shall be made only on satisfactory performance of the Work as certified in writing by the duly authorised representative of PARIA.

## **10.0 ALTERATIONS AND VARIATIONS TO THE WORK**

- 10.1 No variation shall be made to the Work stipulated without prior written approval of PARIA's authorised representative. Failure to observe this condition may at the sole discretion of PARIA result in non-payment for the unauthorised Work.
- 10.2 PARIA may at any time during the progress of the Work introduce any variation to the form, type or quality of the Work or any part thereof considered necessary for the purpose or if for any other reasons it shall, in PARIA's opinion desirable order the Contractor to do and the Contractor shall do any of the following:



- (a) increase or decrease the quantity of any work under the Contract;
  - (b) omit any such work;
  - (c) change the character or quality or kind of any such work;
  - (d) change the levels, lines, positions and dimensions of any part of the Work;
  - (e) execute additional work of any kind necessary for the completion of the Works, and no such variation shall in any way vitiate or invalidate the Contract.
- 10.3 PARIA shall give written notice to the Contractor and the Contractor shall alter, add to or delete from the Work as the case may be.
- 10.4 In emergency situations, PARIA's authorised representative may grant oral approval to the Contractor to make the alterations in or additions to or deletions from the Work or any alteration or modification in the kind or quality of the materials to be used. Such approval must be confirmed in writing within seven working (7) days from the date oral approval was granted.
- 10.5 Payment for such alterations, additions or deletions shall in all cases be made upon receipt of written approval from PARIA authorised representative.
- 10.6 The cost of such alterations, additions or deletions shall in all cases be agreed between PARIA and the Contractor and the amount thereof shall be added to or deducted from the Contract price as appropriate.
- 10.7 The estimated impact if any on the current work schedule for completion shall in all cases be agreed between PARIA and the Contractor.
- 10.8 Failing agreement under Clause 10.6, both Parties shall agree on the appointment of an independent valuator whose determination shall be conclusive and binding on the Parties. In making his/her determination, such valuator shall be acting as an expert, not as an arbitrator.
- 10.9 The costs of the independent valuator shall be borne equally by the Parties.
- 10.10 If the Parties cannot agree on the appointment of an independent valuator, the provision of Clause 36 shall apply.

## **11.0 LIABILITY FOR PARIA'S PROPERTY LOST OR DAMAGED**

- 11.1 The Contractor shall be responsible for the safekeeping of:
- (a) any equipment, tools or materials issued to it by PARIA for the purpose of undertaking the Work; and/or
  - (b) any other of PARIA's property in respect of which the Contractor is required under the Work to take away from PARIA's premises.
- 11.2 The replacement value of any of PARIA's equipment, tools or materials that is lost or damaged shall be for the Contractor's account.
- 11.3 Notwithstanding any other provision in the Contract documents, the Contractor shall be totally responsible for and shall bear any and all risks of loss or damage to property or the failure of the Work or any part thereof provided always that such risks, damage or failure results from acts, defaults and negligence of the Contractor, his agents, employees workmen and Sub-contractors.

## **12.0 INDEMNITY**

- 12.1 The Contractor shall indemnify PARIA against all claims for damages or compensation as a result of:

- (a) bodily personal injuries or death to persons (including but not limited to the employees of the Contractor);
- (b) loss or damage to the property of the Contractor and third parties; and
- (c) infringement of any intellectual property rights arising out of or in connection with the Work to be performed herein;

unless caused by the negligence or willful misconduct of PARIA.

- 12.2 Notwithstanding the other provisions contained in this Clause 12 the Contractor shall keep all its equipment, materials, services, supplies and other items for or in connection with the Contract, PARIA's equipment, and other property of PARIA free and clear of all liens, charges and other encumbrances and in the event of a failure to so do shall indemnify PARIA against all claims for damages or compensation as a result of any and all such liens, charges and other encumbrances or claims by any Sub-contractor, or persons alleging to be Sub-contractors or any third party in connection with or arising out of the Contract.
- 12.3 Notwithstanding the other provisions contained in this Clause 12, the Contractor shall indemnify, defend and hold PARIA harmless from and against all liabilities, proceedings, costs, charges or expenses arising out of or in connection with any breach by the Contractor, its Sub-contractors or its or their respective employees or agents.
- 12.4 Notwithstanding the other provisions contained in this Clause 12 the Contractor shall hold PARIA safe and harmless from any and all claims or liability for taxes on income and profits and other taxes assessed or levied (including any fines, penalties or interest thereon).
- 12.5 Notwithstanding the other provisions in this Clause 12, the Contractor shall indemnify, defend and hold PARIA harmless from and against all liabilities, proceedings, costs, charges or expenses arising out of or in connection with all materials, equipment, services, supplies and other items to be furnished by the Contractor in connection with the Contract.
- 12.6 In no event shall either Party be liable for consequential or indirect damages.

### 13.0 INSURANCE

- 13.1 For the duration of the Contract the Contractor shall, at its own expense, take out and maintain in full force and effect the insurance coverage of the kind and in the amounts specified below. Where aggregate limits are applicable, such limits shall be automatically reinstated, at the Contractor's expense, in the event that claim settlements are made under the policy. The insurance coverage required is as follows:
  - (a) **Workmen's Compensation Insurance** covering all employees of the Contractor as required under applicable laws of Trinidad and Tobago and the laws of the country of hire of the Contractor's employees including any laws applicable to maritime employment. Such insurance to carry a medical expenses limit of no less than TT\$5,000.00;
  - (b) **Employer's Liability Insurance** with a limit of not less than TT\$2,500,000.00 for each accident or occurrence in respect of or injury to all employees of the Contractor and its sub-contractors;
  - (c) **Comprehensive General Liability Insurance** covering all operations with a combined single limit of not less than TT\$6,800,000.00 per occurrence for bodily injury and property damage to third parties including PARIA and subcontractors. Such coverage shall include Fire and Explosion, pollution liability on a sudden and accidental basis. Policy shall cover all business activities being performed for the COMPANY. This policy shall contain:
    - a. Away Risks Clause.
    - b. Including Liability arising out of the ownership, possession or use of all plant, machinery and equipment whether owned, hired, borrowed or used by the Insured – not licensed for road use.



- c. Including liability arising use of temporary structures.
- d. Including liability arising out of work carried out by sub-contractors.
- e. Include an offshore risk extension.
- (d) **Automobile Liability Insurance** for all activities related to the performance of the work with a limit of not less than TT\$6,800,000.00 per occurrence and TT\$6,800,000.00 arising out of total claims for any one accident per vehicle for bodily injury to third parties including PARIA total claims for any one accident per vehicle for third party property damage including PARIA, covering all vehicles and automotive equipment owned, hired or in the custody and control of PARIA and complying with all applicable legislation. Such policies should include a Tool of Trade Clause;
- (e) **Marine Hull Insurance** for vessels owned, leased, chartered or otherwise used by the Contractor in connection with its operations under this Contract for the value of the said vessel, including supplies and equipment on board and covering sub-contractors as necessary;
- (f) **Marine Liability/Protection & Indemnity** for vessels owned, leased, chartered or otherwise used by the Contractor in connection with its operations under this Contract covering the liability associated with the activities of the vessel with a limit of not less than US\$1,000,000.00 for any one loss and covering sub-contractors as necessary;
- (g) **Equipment/ Machinery All Risk Insurance** up to the value of the specific item/items to be used in the Contract; and
- (h) Such other insurance as PARIA may require from time to time in accordance with its corporate policies.

13.2 Each insurance policy shall:

- a. Be placed with companies which, in the case of an insurance company within Trinidad and Tobago, is licensed by the Central Bank of Trinidad and Tobago and in the case of an insurance company not within Trinidad and Tobago, has a rating of minimum A minus (A-) by AM Best (or equivalent);
- b. Contain a provision that written notice of cancellation, alteration or any material change thereof shall be delivered to PARIA not less than thirty (30) days (but 10 days for non-payment of premium) in advance of the effective date thereof, and in no event shall such policies be cancelled by the Contractor without PARIA's prior written consent unless equivalent replacement policies are then issued and available providing the required insurance;
- c. Identify PARIA as an additional insured in respect all policies with the exception of sub-clause 20.1.a;
- d. Include an Indemnity to Principal clause;
- e. Contain waivers of subrogation rights in favour of PARIA to the extent of liability assumed by the contractor under the contract; and
- f. Contain Cross Liability clauses.

13.3 The Contractor shall, prior to commencement of the Services hereunder, provide PARIA with written evidence that the aforementioned insurances have been effected and are in full force with respect to this Contract.

13.4 The limits specified in this Clause are minimum requirements and shall not be construed in any way as limits of liability or as constituting acceptance by PARIA of responsibility for financial liabilities in excess of such limits.

13.5 If, in PARIA's opinion, the minimum limits of the insurance herein required have become inadequate during the term of this Contract, the Contractor shall increase such minimum limits by reasonable amounts upon the written request of PARIA within forty-five (45) days after receipt thereof.

- 13.6 It shall be the Contractor's responsibility to ensure that any Subcontractor engaged by it effects and maintains Workmen's Compensation Insurance and Comprehensive General Liability insurance, together with such other insurances as may be required by law or as PARIA or the Contractor may consider necessary. Any deficiencies in the cover or policy limits of subcontractor's insurances shall be the sole responsibility of the Contractor.
- 13.7 Should the Contractor at any time neglect or refuse to maintain the insurances, or evidence thereof, as required herein, or should any insurance be cancelled or materially altered without PARIA's prior written consent, PARIA shall be entitled, but not obligated, to procure such insurance and deduct the cost thereof from any money due or which may become due to the Contractor under this Agreement. Any action by PARIA pursuant to this Article 13.7 shall not constitute a waiver of any other rights to PARIA under this Agreement.

#### **14.0 SUBSTANCE ABUSE POLICY**

Without prejudice to the generality of Clause 5 above, the Contractor shall ensure that its employees, servants and/or agents do not:

- (a) report to work on PARIA's premises while under the influence of any alcoholic beverages or substances referred to in sub-Clause (b) below;
- (b) while on PARIA's premises, engage in the use, sale, possession, distribution, or promotion of any alcoholic beverage; or
- (c) any substance, the sale, possession, use, distribution or promotion of which is prohibited under the laws of the Republic of Trinidad and Tobago; or any otherwise legal but unlawfully used substance.

#### **15.0 PROTECTION OF ENVIRONMENT**

During the term of the Contract and the warranty period (where applicable), the Contractor shall use its best efforts to prevent pollution of the environment. PARIA shall investigate all reports/claims of pollution and if satisfied as to the legal validity of such claim, shall pay compensation or remedy any damage caused as PARIA considers appropriate, provided that where such damage resulted from negligence or default of the Contractor, its servants or agents, any compensation paid or expenditure incurred shall be for the Contractor's account to the extent of the Contractor's negligence or default.

#### **16.0 DEDUCTIONS BY PARIA FUEL TRADING COMPANY LIMITED**

- 16.1 PARIA reserves the right to deduct from any amount payable to the Contractor (whether or not arising out of the Contract) all amounts payable by the Contractor to PARIA and also all amounts for which PARIA becomes liable to third parties by reason of the Contractor's acts (whether or not arising out of the performance of the Contract) and in the event that any claim is made by a third party the amount or validity of which is disputed by the Contractor or any indebtedness shall exist which shall appear to be the basis for a claim or lien PARIA may withhold from any payment due without liability for interest because of such withholding an amount sufficient to cover such claim.
- 16.2 The failure of PARIA to exercise such right to deduct or to withhold shall not however affect the obligation of the Contractor to protect PARIA as otherwise provided herein.

#### **17.0 ASSIGNMENT**

The Contractor shall not assign the Contract or any part thereof or any right, interest, benefit or obligation therein or hereunder whether existing or future without the prior written consent of PARIA.

## **18.0 SUB-CONTRACTING**

- 18.1 The Contractor shall not sub-contract the whole of the Work. The Contractor shall execute the whole of the Work included in the Contract and shall not directly or indirectly transfer, assign or underlet or sub-contract any part, share or interest of the Contract without the prior written consent of PARIA.
- 18.2 Notwithstanding PARIA's consent and approval, no sub-contract or similar arrangement shall relieve the Contractor from any liability or obligation under the Contract and the Contractor shall be responsible for the acts, defaults and neglects of any Sub-contractor, its agents or servants as fully as if they were the acts, defaults or neglects of the Contractor, its agents or servants irrespective of whether or not such acts or omissions were known to or authorised by the Contractor.
- 18.3 The Contractor shall include in any sub-contract entered into in respect of the Work to be undertaken herein like obligations and liabilities as are imposed on the Contractor herein.

## **19.0 PERSONNEL**

- 19.1 The Contractor shall ensure that each of its personnel is sufficiently competent to properly and safely undertake the Work.
- 19.2 The Contractor shall at all times maintain strict discipline and good order among its employees and the employees of its Sub-contractors and ensure that such employees do not engage in activities which PARIA is likely to deem contrary or detrimental to its interest.
- 19.3 Upon notification by PARIA, the Contractor shall forthwith replace any personnel belonging to its organisation or that of its Sub-contractors, whose presence on the premises is regarded by Paria Fuel Trading Company Limited as undesirable or detrimental to PARIA's interest. Any person so removed shall not be re-employed in connection with the Work. Any person so removed shall be replaced as soon as reasonably possible by a competent substitute approved by PARIA.

## **20.0 MAINTENANCE OF RECORDS AND AUDIT**

- 20.1 During the term of the Contract and for a period of twenty-four (24) calendar months thereafter, the Contractor shall maintain proper records and books of accounts relating to the Contract, such records and books to be maintained using methods consistent with generally accepted accounting principles and practices.
- 20.2 PARIA or its authorised representatives or agents shall have the right to examine during business hours, all books, records, accounts, correspondence, instructions, specifications, plans, drawings, receipts and memoranda of the Contractor and/or its Sub-contractors insofar as they are pertinent to the Contract. The Contractor shall cause all of its records and the records of its Sub-contractors, as specified above, to be preserved and made available for audit, without charge, for a period of two years after completion of the Contract.
- 20.3 The Contractor shall take all such actions as may be necessary to cause the inclusion, in all sub-contracts entered into in connection with the Contract, of appropriate provisions granting to the Contractor and PARIA the same audit rights hereunder as those granted to PARIA under this Clause.

## **21.0 SUSPENSION AND TERMINATION**

- 21.1 PARIA shall be entitled to suspend or terminate the Contract forthwith by notice in writing to the Contractor for the following reasons:
- (a) If the Contractor is adjudicated or found bankrupt or insolvent or any order is made or resolution passed for the winding up, liquidation or dissolution of the Contractor, or the Contractor enters into any composition or arrangement for the

benefit of its creditors, or a receiver or similar officer is appointed in respect of the whole or any part of the Contractor's assets, or any event occurs or proceeding is taken with respect to the Contractor in any jurisdiction to which it is subject which has an effect equivalent or similar to any of the aforementioned events;

- (b) If the breakdown of any item of the Contractor's equipment or the Contractor's failure to supply, repair or replace equipment or personnel, results in the suspension of the performance of the Work hereunder for a period of time to be stipulated in the Particular Conditions;
  - (c) If the Contractor is in breach of any Clause of the Contract;
  - (d) If PARIA has reasonable grounds for believing that any authorised official(s) senior employee(s) or agents of the Contractor have been involved in any theft, larceny, bribery, corrupt practices or other wrong doing pertaining to its or any other company's personal equipment;
  - (e) If any conditions arise which interfere or threaten to interfere with the successful execution of the Work or the accomplishment of the purpose thereof;
  - (f) If the Contractor abandons the Works or otherwise demonstrates the intention not to continue the performance of his obligations under the Contract; and
  - (g) If the Contractor is guilty of gross misconduct or the Work is deemed to be unsatisfactory.
- 21.2 Notwithstanding any other Clause hereof to the contrary, PARIA may suspend or terminate the Contract at any time by giving not less than thirty (30) days' prior written notice to the Contractor.
- 21.3 Suspension or termination shall be without prejudice to any accrued rights or remedies of either Party and to continuing obligations and liabilities.
- 21.4 In cases of suspension, the Contractor shall protect, store and secure such part of the Work against any deterioration, loss or damage.
- 21.5 PARIA shall in cases of suspension notify the Contractor in writing of the cause for the suspension and may give other directions in respect to the Work.
- 21.6 If the cause of the suspension is not attributed to the Contractor, the Contractor may apply for an extension of time of the Contract in accordance with Clause 42 and may also make a claim to PARIA for costs as a result of the suspension.
- 21.7 In respect of suspension the Contractor shall be entitled to reimbursement by PARIA of such costs as shall have been duly incurred in accordance with the Contract prior to the commencement of the period of such suspension.
- 21.8 No further remuneration shall be or become due to the Contractor in respect of any period after termination of the Contract, with the exception only of any payments previously accrued due under the terms of the Contract in respect of the Work satisfactorily performed up to the date of termination.
- 21.9 Upon termination of the Contract, PARIA shall make payments to the Contractor for work satisfactorily performed prior to the effective date of termination but shall not be entitled to receive any other or further payments or damages.
- 21.10 In the case of any alleged breach by PARIA or in any other situation which the Contractor reasonably considers to entitle him to terminate his performance of the Contract, the Contractor shall promptly give written notice to PARIA detailing the nature and the circumstances of the breach or other situation. Upon acknowledgement by PARIA of the existence of such breach and PARIA's inability to remedy it or upon failure of PARIA to respond to such notice within twenty (20) days of receipt thereof, the Contractor shall be entitled to terminate the Contract by giving thirty (30) days written notice thereof. In the event of dispute between the Parties as to the existence of such breach or other situation, the matter shall be resolved in accordance with Clause 36 of this GCC.

## **22.0 REMOVAL OF IMPROPER WORK AND MATERIALS**

PARIA shall during the progress of the Work have the power to direct in writing from time to time and the Contractor shall execute at his cost and expense, the following operations:

- (a) The removal from the premises any materials which in the opinion of PARIA are not in accordance with the Contract;
- (b) The substitution of proper and suitable materials; and
- (c) The removal and proper re-execution of any work which in respect of materials or workmanship is not in the opinion of PARIA in accordance with the Contract.

## **23.0 REMEDYING DEFECTS**

23.1 PARIA may at any time prior to the expiry of the contract, and before the end of the Defects Liability Period, notify the Contractor of any defects and the Contractor shall promptly and at its cost repair, replace or otherwise make good (in consultation with PARIA) the defect as well as any damage to PARIA's property caused by the defect. The Contractor shall bear all incidental costs, including any costs of removal associated with the repair, replacement or making good of the defect or damage.

23.2 If the Contractor fails to commence the work necessary to remedy the defect or any damage to PARIA's property caused by the defect within a time stipulated by PARIA, PARIA may proceed to do the work, or engage another party to do the work, and the costs, including incidental costs, incurred by PARIA as a result will be a debt due and payable to PARIA on demand and may be deducted from any payments otherwise due from PARIA to the Contractor. PARIA may also have recourse to any security and retention provided under the Contract.

23.3 The rights of PARIA under this Clause are in addition to and do not limit any other rights which PARIA has under the Contract, statute or at law.

## **24.0 MODIFICATION/WAIVER**

No change in, or addition to, or waiver of any of the provisions of the Contract shall be binding upon the Parties unless in writing and signed by an authorised representative of the Parties. No waiver by either Party of any breach by the other Party of any of the provisions of the Contract shall be construed as a waiver of any subsequent breach, whether of the same or of a different provision of the Contract.

## **25.0 PARTIES' AUTHORISED REPRESENTATIVE**

25.1 For the duration of the Contract, the Contractor shall provide and name a competent representative duly and fully authorised to act on its behalf in all matters relating to the Contract who shall be present on the site of the Work during agreed working hours when any portion of the Work is in progress.

25.2 PARIA shall appoint and name a competent representative duly and fully authorised to act on its behalf in all matters relating to the Contract.

25.3 PARIA's representative shall be responsible for issuing to and receiving from the Contractor all notices, information, instructions and decisions.

25.4 PARIA may change its authorised representative at any time and shall notify the Contractor of any change.

## **26.0 SECURITY PASSES**

26.1 The Contractor, its personnel and Sub-contractors shall not be permitted to enter or remain on PARIA's premises unless they shall have obtained authorisation from PARIA.

- 26.2 The Contractor shall make the application to PARIA representative for the issue of the identification badges or passes to all of the employees who require access to PARIA's premises and such badges or passes will authorise the holder to be on PARIA premises during agreed working hours and shall be carried at all times while the holder is on PARIA's premises.
- 26.3 PARIA may in its discretion refuse to grant an identification badge or pass and may recall at any time the badge or pass of any person.
- 26.4 The identification badge or pass shall remain the property of PARIA and shall be returned by the Contractor to PARIA forthwith in any of the following instances:
- (a) at PARIA's request;
  - (b) if an employee of the Contractor or Sub-contractor to whom a badge or pass was issued ceases to be employed by the Contractor at PARIA;
  - (c) upon completion of the Work.

## **27.0 PROVISION OF CONTRACTOR ITEMS**

- 27.1 The Contractor shall provide all personal protective equipment and gear, tools, materials and equipment of every description (other than that which PARIA is obligated or contracted to provide) for performing the Work in a safe, satisfactory and workmanlike manner.
- 27.2 The Contractor shall be responsible, where applicable for ensuring that all or any of its equipment has been inspected and passed by relevant regulatory authority and shall maintain the said equipment in a good and safe condition at all times.
- 27.3 The Contractor shall provide all suitable temporary office space, change room facilities, washroom facilities and construction sheds as are required to suitably house or store materials, equipment and tools during the course of the Work.
- 27.4 All materials likely to deteriorate by exposure to the weather shall be kept under cover and the Contractor shall be held responsible for loss or deterioration occurring in the course of loading, transit or storage.

## **28.0 SECURITY OF WORK**

- 28.1 The Contractor shall be responsible for the security of the Work.
- 28.2 The Contractor shall provide all necessary temporary lights, day and night watching and all protective measures required during the course of the Work and shall be responsible for damage to or loss of in part or in whole its material equipment plant and tools on the property of PARIA during the course of the Work.

## **29.0 RESTORATION OF DAMAGE**

The Contractor shall on the termination of the Contract promptly and completely restore any damage incurred by the Contractor's operations to PARIA's property inclusive of its roads, drains or other installations and shall deliver up to PARIA such property in the same condition as received. All costs associated with such restoration shall be borne by the Contractor. The Contractor shall not interfere with the operation of any existing services without the prior written consent of PARIA and the Work shall be carried out with minimum disturbance and in such manner as to allow the maximum use of existing facilities.

### **30.0 CLEAN-UP OF SITE**

As the Work progresses, the Contractor shall keep the Work site clean and safe and shall at the completion of the Contract promptly clean up such site and leave it free from all surplus material and debris. If the Contractor fails to do so, PARIA may elect to carry out the necessary clean up and all relevant costs shall be borne by the Contractor.

### **31.0 RIGHT OF ACCESS**

31.1 PARIA shall at all times have access to the Work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access by PARIA.

31.2 PARIA shall grant to the Contractor its personnel and Sub-contractors during the term of the Contract the right with or without any equipment necessary for the carrying out of the Work to pass and re-pass over the route to be indicated to the Contractor by PARIA for the purpose of going to and from the site of the Work.

### **32.0 INSPECTION OF WORK**

PARIA reserves the right to inspect any and all of the Work during progress and on completion and to reject any work considered to be unsatisfactory. Acceptance of the Work by PARIA does not relieve the Contractor of its obligations under the Contract for faults, which become apparent after such acceptance.

### **33.0 FORCE MAJEURE**

33.1 "Force Majeure" includes but is not limited to acts of God, riot, insurrection, fire, strikes, lockouts, labour disputes of any kind, partial or general stoppages of labour, refusals to perform any kind of work (whether any of the foregoing relate to PARIA's own workmen or others), war, hostilities, epidemics, pandemics or any local or national emergency (or the threat or apprehension of any of the foregoing events), compliance with any order or request or any national provincial port or other public authority or of any person purporting to act for such authority, or accident to plant machinery or facilities.

33.2 Neither Party shall be liable for any failure to fulfil any term of the Contract if fulfilment is delayed hindered or prevented by any circumstance whatever which is due to the occurrence of a Force Majeure event.

33.3 The Party claiming Force Majeure shall immediately notify the other Party in writing of such event and to the extent possible inform the other Party of the expected duration of the Force Majeure event and shall exercise due diligence to shorten and remedy the delay. A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.

33.4 The settlement of strikes or other labour difficulties shall be entirely within the discretion of the Party having the difficulty and the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or other labour difficulties by acceding to any demands of any opposing party, where such a cause of action is deemed to be unreasonable by the Party claiming Force Majeure.

33.5 If the execution of substantially all the Work in progress is prevented for a period which renders the operations of either Party uneconomical or not feasible and such prevention is as a result of Force Majeure then either Party may give to the other Party a notice of termination of the Contract.

### **34.0 PANDEMICS / EPIDEMICS**

In the event of any outbreak of illness of a pandemic / epidemic nature the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government or the local medical authorities for the purpose of dealing with and overcoming same.

### **35.0 KNOWLEDGE OF SITE CONDITIONS**

The Contractor shall be deemed to have visited and carefully examined the site of the Work and the surroundings; to have satisfied itself as to the nature and conditions of existing facilities possible, obstructions, roads and other means of transport and access for executing the Work and of possible interruptions thereto; to have made local and independent enquiries of all matters which may affect the carrying out of the Work and the cost of it as well as the sources and means of obtaining labour and materials required. Any neglect or failure on the part of the Contractor in obtaining necessary and reliable information upon the foregoing or any other matters affecting the Contract shall not relieve the Contractor from any risks or liabilities or from the entire responsibility for the completion of the Work in strict accordance with the Contract documents and the Specifications.

### **36.0 DISPUTE RESOLUTION**

- 36.1 The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of or related to the Contract, or the breach, termination or invalidity of the said Contract.
- 36.2 Any dispute, controversy or claim arising out of or related to the Contract, or the breach, termination or invalidity of the said Contract that cannot be settled amicably between the Parties may be referred to mediation.
- 36.3 The mediator shall be appointed and approved by both Parties. The costs of mediation shall be borne by both Parties equally or as determined by the said mediator. The mediator shall determine the structure of the mediation process. If mediation breaks down, the dispute shall then be referred to arbitration.
- 36.4 The Parties shall be referred to a single arbitrator if the Parties can agree upon one.
- 36.5 If the Parties cannot agree to a single arbitrator then each Party shall appoint an arbitrator with the required knowledge of the Work, and a third arbitrator shall be appointed by the two so appointed, and the dispute, controversy or claim shall be referred to the said three (3) arbitrators.
- 36.6 Any such arbitration shall be conducted in the Republic of Trinidad and Tobago in accordance with the provisions of the Arbitration Act, Chapter 5:01, of the Laws of the Republic of Trinidad and Tobago or any modifications or re-enactment thereof.
- 36.7 The costs of arbitration shall be borne by the Parties in proportions to be fixed by the arbitrator or arbitrators, as the case may be.

### **37.0 NOTICES**

All notices required to be given by any Party shall be in writing in English and delivered in person or by courier service including registered post or by any electronic means of transmitting written communications which provide confirmation of receipt and addressed to such Party at the last known address.

### **38.0 PHOTOGRAPHS AND ADVERTISING**

The Contractor shall not publish any photographs of the Work or allow the Work to be used in any form of advertising whatsoever without the prior approval in writing from PARIA.

### **39.0 INDEPENDENT CONTRACTOR**

- 39.1 The Contractor shall be an Independent Contractor and in no event shall the Contractor or any of its Sub-contractors or any of its or their respective employees or agents be considered an agent or employee of PARIA.
- 39.2 As an Independent Contractor, the Contractor shall be in complete charge of its personnel and equipment, with the right and responsibility to control, manage and direct the Work



subject only to PARIA's right to give instructions as to the scope of the Work and general powers to inspect and monitor the Work.

#### **40.0 PREVENTION OF CORRUPTION**

PARIA shall be entitled to cancel the Contract and to recover from the Contractor the amount of any loss resulting from such cancellation, if the Contractor has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the Contract or any other contract with PARIA or for showing or intending to show favour or disfavour to any person in relation to the Contract or any other contract with PARIA, if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the Contractor in relation to this or any other Contract with PARIA.

#### **41.0 CONFIDENTIALITY**

- 41.1 All data and information supplied to or acquired by the Contractor in the course of the Contract, but excluding any such data or information which the Contractor can demonstrate is generally available to the public otherwise than through unauthorised disclosure by the Contractor shall be held strictly confidential and shall not be reproduced or used for any purpose unrelated to the Contract or disclosed in any way to any third party without the previous written consent of PARIA.
- 41.2 The Contractor shall use its best endeavors to minimise the risk of disclosure of confidential data and information by ensuring that only those employees and Subcontractors whose duties will require them to possess any of such data or information shall have access thereto and that all such employees and Sub-contractors are made aware of and observe the obligations as to confidentiality contained in this Clause.
- 41.3 Title to and copyright in all specifications, drawings, maps, charts, reports, calculations and other documents or data supplied by PARIA to the Contractor for or in connection with this Contract shall remain vested in PARIA.
- 41.4 All techniques, processes and other trade secrets of the Contractor (except to the extent they are or subsequently become public knowledge) shall remain the property of the Contractor and shall be held confidential by PARIA.
- 41.5 The obligations contained in this Clause shall survive the expiration or prior termination of the Contract for a period of five (5) years thereafter.

#### **42.0 EXTENSION OF TIME**

Either party shall be entitled to an extension of time for completion of the Work if and to the extent completion is delayed for any of the following reasons including but not limited to:

- (a) a variation which has been proven to extend beyond the Contract period and that has been approved in accordance with Clause 10;
- (b) if there exists a period of Force Majeure; and
- (c) suspension of the Work in accordance with Clause 21.

The party requesting the extension shall serve written notice on the other party within a time to be stipulated.

#### **43.0 HEADINGS**

All headings have been inserted for convenience of reference only and are not to be considered a part of the Contract and shall in no way affect the interpretation of any of the provisions of the Contract.

#### **44.0 PARTICULAR CONDITIONS**

If necessary, PARIA shall issue further requirements for performing the Work as Particular Conditions of Contract. Where the terms of these GCC conflict with the Particular Conditions of Contract, the terms of the Particular Conditions of Contract shall take precedence and shall override those contained in this GCC.