PERFORMANCE BOND

GUARANTOR: ASSA COMPANÍA DE SEGUROS, S.A.

BOND NUMBER: [REDACTED]

CONTRACTOR: OMEGA ENGINEERING CONSORTIUM (consisting of OMEGA ENGINEERING INC., OMEGA ENGINEERING LLC., AND CIELO GRANDE S.A.)

MAXIMUM LIABILITY: [REDACTED]

CONTRACTING STATE ENTITY: JUDICIAL AUTHORITY / SUPREME COURT OF JUSTICE / FEDERAL COMPTROLLER GENERAL’S OFFICE

TO GUARANTEE THE OBLIGATIONS CONTRACTED BY THE CONTRACTOR: CONSTRUCTION OF A BUILDING FOR THE MANUFACTURING AND DISTRIBUTION OF CHEMICALS, AND THE DESIGN AND CONSTRUCTION OF A BUILDING FOR THE LA CHORRERA DISTRICT REGIONAL JUDICIAL UNIT, ABBREVIATED BEST-VALUE TENDER No. 2012-0-30-0-08-AV-004833

VALIDITY: 540 days as from the date indicated in the following cases: Order to Proceed, authentication of fulfillment of the condition to which the contract is subject.

This document sets forth that ASSA COMPANÍA DE SEGUROS, S.A., hereinafter referred to as THE GUARANTOR, hereby guarantees to the CONTRACTING STATE ENTITY identified above and to the FEDERAL COMPTROLLER GENERAL’S OFFICE, hereinafter referred to as THE OFFICIAL ENTITY, the obligation to faithfully execute the purpose of THE CONTRACT identified above, and upon its completion, to correct any defects as might arise.

VALIDITY: Corresponds to the principal contract execution period, plus a period of one (1) year, in the case of moveable assets, consulting and services to address unacceptable defects, such as labor, defective materials or poor quality that the awardee [sic], or any other defect in the object of the contract, except consumable goods not subject to special regulation, the terms of coverage of which shall be six (6) months, and three (3) years to address reconstruction or construction defects in the project or fixed asset. After expiration of these periods, absent any liability, the bond shall be canceled.

In the case of a PROJECT delivered substantially executed, the performance bond for addressing unacceptable vices and construction or reconstruction defects shall begin to apply as from the receipt of a substantial part of the work used and occupied by the State, and for the remainder of the project, as from the certification of final acceptance.

PURPOSE: This bond guarantees fulfillment of the contract or obligation to accurately execute its purpose and, once completed, the correction of any defects as might arise.

BREACH: THE OFFICIAL ENTITY shall communicate in writing to THE GUARANTOR and THE CONTRACTOR, within thirty (30) business days after the date it became aware of, any causes that might give rise to administrative cancellation of the contract or that have given rise to investigation measures for the same purpose, whichever occur first.

THE GUARANTOR shall be held harmless under this bond in the event that, upon the occurrence of any breach by THE CONTRACTOR, THE OFFICIAL ENTITY fails to file claim for said breach from THE GUARANTOR within thirty (30) business days after the date it became aware of said breach, at its principal offices, giving a written report of the principal facts claimed. The notification shall be made in writing to THE GUARANTOR.

Breach is established upon issuance of a resolution administratively canceling the contract. THE GUARANTOR shall have thirty (30) calendar days after notification of the breach to exercise the option to pay the bond value, or replace the contractor in all its rights and obligations, provided that any party that continues it on behalf of THE GUARANTOR and at its account and risk has technical and financial capacity, in the judgment of the OFFICIAL ENTITY.

Legal Actions: Any claim based on this bond must be filed by the OFFICIAL ENTITY against THE GUARANTOR. For purposes of claim, THE FEDERAL COMPTROLLER GENERAL’S OFFICE is also understood as an OFFICIAL ENTITY.

Any legal action, judicial or extrajudicial, filed by THE OFFICIAL ENTITY, must be filed against THE CONTRACTOR together with THE GUARANTOR and the petition must in all cases request the conviction of THE CONTRACTOR and THE GUARANTOR.

SUBSTITUTION OF THE CONTRACTOR: Within thirty (30) calendar days after the notification of breach contained in the Administrative Cancellation of the Contract or Purchase Order, THE GUARANTOR is entitled to pay the value of the bond, or replace the contractor in all rights and obligations of the contract, provided that the party that is going to continue it, at the account and risk of the guarantor, has technical and financial capacity, in the judgment of the contracting public entity.

SUBROGATION: In the event THE GUARANTOR fulfills the obligations assumed by it under this bond, whether through payment of pecuniary losses or through execution of the guaranteed obligations, it shall subrogate THE CONTRACTOR in all rights and pertinences deriving from said CONTRACT, including all sums and indemnifications, deferred payments, withheld percentages and credits that THE OFFICIAL ENTITY might owe to THE CONTRACTOR at the time the fault occurred or that might be paid thereto subsequently, according to the stipulations of THE CONTRACT. Consequently, as from the time THE GUARANTOR files a claim with THE GUARANTOR, any assignments of payment of money deriving from THE CONTRACT shall remain invalid and THE OFFICIAL ENTITY shall cease all payments to THE CONTRACTOR, creditors or assignees, which as from that point shall benefit THE GUARANTOR alone. THE GUARANTOR shall likewise be subrogated in any other rights and actions THE OFFICIAL ENTITY might have against THE CONTRACTOR.

(Text approved by the Federal Comptroller General’s Office pursuant to Decree No. 317-Leg. of December 12, 2006).
SUBORDINATION: THE GUARANTOR shall be required to fulfill the obligations it contracted under this BOND, provided that THE CONTRACTOR has duly fulfilled them in accordance with THE CONTRACT.

EXTENSION OR MODIFICATION: THE OFFICIAL ENTITY shall notify THE GUARANTOR of any extensions, additions or modifications to the Contracts or Purchase Orders. THE GUARANTOR shall express its consent by issuing the respective endorsement. Otherwise, THE CONTRACTOR must present a BOND that guarantees the extension or modification of the contract.

EXTENSION BY SUBSTITUTION OF THE CONTRACTOR: If THE GUARANTOR assumes, through the intermediation of a suitable person, the execution the project, it shall be entitled to agree to extensions in the agreed-upon term including, without limiting the above, delays due to force majeure of acts of God. To this end, normal delays due to substitution of THE CONTRACTOR shall be taken into consideration.

PURSUANT TO WHICH, this Agreement is signed in Panama City, Republic of Panama, on the 1st day of the month of November of 2012.

FOR THE CONTRACTOR

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IAN VAN HOORDE
EXECUTIVE VICE PRESIDENT - TECHNICIAN

FOR THE GUARANTOR

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FINANZA DE CUMPLIMIENTO

FIADOR: ASSA COMPANÍA DE SEGUROS, S.A.
NÚMERO DE FIANZA: [Cortar para no revelar]
CONTRATISTA: [Cortar para no revelar]
LIMITES MÁXIMOS DE RESPONSABILIDAD: [Cortar para no revelar]
ENTIDAD ESTATAL CONTRATANTE: [Cortar para no revelar]
PARA GARANTIZAR LAS OBLIGACIONES CONTRADICITAS POR EL CONTRATISTA: [Cortar para no revelar]
La obligación de ejecutar el contrato del señor [Cortar para no revelar]
VIGENCIA: [Cortar para no revelar]
OBJETO: [Cortar para no revelar]
INCUMPLIMIENTO: [Cortar para no revelar]
LA FIADORA quedará exonerada de responsabilidad conforme a esta fianza en caso de que, producido cualquier incumplimiento por parte del CONTRATISTA, LA FIADORA no realice por dicho incumplimiento a LA FIADORA deberá dentro de los [Cortar para no revelar]
LA FIADORA deberá dentro de los [Cortar para no revelar]
SUSTITUCIÓN DEL CONTRATISTA: [Cortar para no revelar]
SUBROGACIÓN: [Cortar para no revelar]
SUBORDINACIÓN: LA PIADORA estará obligada a cumplir las obligaciones que contraiga conforme a la presente FIANZA, siempre y cuando el CONTRATISTA haya debido cumplirlas de acuerdo a EL CONTRATO.

PRÓRROGA O MODIFICACIÓN: LA ENTIDAD OFICIAL notificará a LA PIADORA las prórrogas, adiciones o modificaciones a los Contratos u Órdenes de Compra. LA PIADORA manifestará su consentimiento mediante la emisión del aviso respectivo. En caso contrario, EL CONTRATISTA deberá presentar una FIANZA que garantice la prórroga o modificación del contrato.

PRÓRROGA POR SUSTITUCIÓN DEL CONTRATISTA: Cuando LA PIADORA asuma por intermedio de una persona idónea al efecto la ejecución de la obra, tendrá derecho a convenir prórrogas del término pedido, incluyendo, sin limitar la generalidad de lo anterior, demoras motivadas por fuerza mayor o causas fortuitas. Para este fin, se tomará en cuenta la demora normal por razón de la sustitución de EL CONTRATISTA.

EN PIE DE LO CUAL, se acuerda este Contrato en la ciudad de Panamá, República de Panamá, a los 21 días del mes de Noviembre de 2019.

POR EL CONTRATISTA

POR LA PIADORA

FIRMAS EN LIBRO DE RECUERDOS

VICEPRESIDENTE EJECUTIVO - TÉCNICO

(Todos aprobados por la Contraloría General de la República de conformidad con el Decreto Núm. 3174-Leg., de 12 de diciembre de 2006).