

## Section 7: General Conditions of Contract

### Table of Clauses

<b>A. General Provisions .....</b>	<b>2</b>
1. Definitions.....	2
2. Corrupt Practices .....	3
3. Contract Documents .....	3
4. Law Governing the Contract .....	4
5. Language .....	4
6. Notices.....	4
7. Location.....	4
8. Authorized Representatives.....	4
9. Taxes and Duties .....	4
10. Eligibility.....	4
<b>B. Commencement, Completion, Modification and Termination of Contract .....</b>	<b>5</b>
11. Effectiveness of Contract .....	5
12. Commencement of Services .....	5
13. Expiration of Contract .....	5
14. Modification .....	5
15. Force Majeure .....	5
16. Termination .....	6
<b>C. Obligations of the Supplier .....</b>	<b>6</b>
17. General .....	6
18. Conflict of Interests .....	7
19. Confidentiality .....	7
20. Insurance to Be Taken Out by the Supplier.....	7
21. Supplier's Actions Requiring Procuring Entity's Prior Approval .....	8
22. Reporting Obligations .....	8
23. Documents Prepared by the Supplier to Be the Property of the Procuring Entity.....	8
<b>D. Supplier's Personnel.....</b>	<b>8</b>
24. Description of Personnel .....	8
25. Removal and/or Replacement of Personnel.....	8
<b>E. Obligations of the Procuring Entity .....</b>	<b>8</b>
26. Assistance and Exemptions .....	8
27. Change in Laws.....	9
28. Services and Facilities .....	9
<b>F. Payments to the Supplier .....</b>	<b>9</b>
29. Contract Price and Currency .....	9
30. Type of Contract.....	9
31. Option 1 – Payments in respect of Lump Sum Contracts.....	10
32. Option 2 – Payments in respect of Time-Based Contracts .....	10
33. Payment Schedule and Advance Payment.....	10
34. Payment Terms.....	11
35. Price Adjustments.....	11
<b>G. Settlement of Disputes.....</b>	<b>11</b>
36. Amicable Settlement .....	11
37. Dispute Settlement .....	11

## Section 7. General Conditions of Contract

### A. General Provisions

#### 1. Definitions

- 1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

“Contract” means the Agreement entered into between the Parties and includes the Contract Documents.

“Contract Documents” means the documents listed in GCC 2.1, including all attachments, appendices, and all documents incorporated by reference therein, and shall include any amendments thereto.

“Contract Price” means the sum stated in the Agreement representing the maximum, total or estimated amount payable for the provision of the Services.

“Days” are calendar days; “months” are calendar months.

“Eligible Countries” means the countries and territories eligible as listed in the SCC.

“General Conditions of Contract”, hereinafter referred to as “GCC”, means the conditions in this section of the Contract, which shall govern the Contract, except where amended by the SCC or Contract Agreement .

“Government” means the Government of the Federal Democratic Republic of Ethiopia.

“Lump Sum contract” means a contract under which the Services are performed for an all inclusive fixed total amount.

"Member", in case the Supplier consists of a joint venture of more than one entity, means any of these entities; "Members" means any of these entities, and "Member in charge" means the entity specified in the SCC to act on their behalf in exercising all the Suppliers' rights and obligations towards the Procuring Entity under this Contract.

"Party" means the Procuring Entity or Supplier, as the case may be, and "Parties" means both of them.

“Personnel” means persons engaged by the Supplier or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; “Foreign Personnel” means such persons who at the time of being so engaged had their domicile outside the Federal Democratic Republic of Ethiopia; “Local Personnel” means such persons who at the time of being so engaged had their domicile inside the Federal Democratic Republic of Ethiopia; and “Key Personnel” means those Personnel that are regarded by the Supplier as essential to the successful completion of the Services and related tasks.

“Procuring Entity” means the entity purchasing the Services, as specified in the Agreement.

“Special Conditions of Contract”, hereinafter referred to as “SCC”, means the conditions attached to the Contract Agreement, which shall govern the Contract and shall prevail over these General Conditions of Contract.

“Services” means the consultancy services to be performed by the Supplier as described in the contract.

“Supplier” means the natural person, private or government entity, or a combination of the above, whose proposal to perform the Contract has been accepted by the Procuring Entity and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.

“Sub-consultant” means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Services to be provided is subcontracted by the Supplier.

“Time-Based contract” means a contract under which the Services are provided on the basis of fixed fee rates and payments are made on the basis of time actually spent.

## **2. Corrupt Practices**

2.1 It is the Government’s policy to require that Procuring Entities, as well as Bidders and Suppliers under Government financed contracts, observe the highest standards of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Government:

(a) Defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "Corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- (ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (iii) “Collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish prices at artificial, noncompetitive levels; and
- (iv) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

(b) Will debar a Bidder from participation in public procurement for a specified period of time if it at any time determines that the firm has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.

2.2 The Supplier shall permit the Government to inspect the Supplier’s accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government, if so required by the Government.

2.3 In pursuit of the policy defined in GCC Clause 2.1, the Procuring Entity may terminate a Contract in accordance with GCC Clause 16 if it at any time determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Procuring Entity or of a Supplier, during the procurement or the execution of that contract.

## **3. Contract Documents**

3.1 The documents forming the Contract shall be interpreted in the following order of priority:

- (a) Agreement, including all appendices;
- (b) Special Conditions of Contract;
- (c) General Conditions of Contract; and
- (d) Any other document listed in the SCC as forming part of the Contract.

3.2 All documents forming the Contract are intended to be correlative, complementary, and

mutually explanatory.

- 3.3 No amendment, modification or other variation of the Contract shall be valid unless a Modification to Contract is made in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised representative of each party thereto.
- 3.4 If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
- 3.5 Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract by the Procuring Entity or the Supplier may be taken or executed by the authorised representatives specified in the SCC.
- 3.6 The Contract constitutes the entire agreement between the Procuring Entity and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

#### **4. Law Governing the Contract**

- 4.1 This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the laws of the Federal Democratic Republic of Ethiopia.

#### **5. Language**

- 5.1 This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

#### **6. Notices**

- 6.1 Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered to an authorized representative of the Party at the address specified in the SCC.

#### **7. Location**

- 7.1 The Services shall be performed at such locations as are specified in the Terms of Reference and, where the location of a particular task is not so specified, at such locations, whether in the Federal Democratic Republic of Ethiopia or elsewhere, as the Procuring Entity may approve.

#### **8. Authorized Representatives**

- 8.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Entity or the Supplier may be taken or executed by the authorized representatives specified in the SCC.

#### **9. Taxes and Duties**

- 9.1 Unless otherwise specified in the SCC, the Supplier, Sub-consultants, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the law of the Federal Democratic Republic of Ethiopia, the amount of which is deemed to have been included in the Contract Price.

#### **10. Eligibility**

- 10.1 The Supplier and its Sub-consultants shall have the nationality of an eligible country. A Supplier or Sub-consultant shall be deemed to have the nationality of a country if it is a citizen or

constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

10.2 The Supplier and its Sub-consultants shall provide Personnel who shall be citizens of eligible countries.

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

### **11. Effectiveness of Contract**

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

### **12. Commencement of Services**

12.1 The Supplier shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.

### **13. Expiration of Contract**

13.1 Unless terminated earlier pursuant to Clause 16, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SCC.

### **14. Modification**

14.1 Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

### **15. Force Majeure**

#### **Definition**

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

#### **No Breach of Contract**

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

#### **Extension of Time**

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

#### **Payments**

15.4 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Supplier shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by it during

such period for the purposes of the Services and in reactivating the Service after the end of such period.

## **16. Termination**

### **By the Procuring Entity**

16.1 The Procuring Entity may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Supplier, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause 16.1 and sixty (60) days' in the case of the event referred to in (f):

- (a) If the Supplier does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Procuring Entity may have subsequently approved in writing;
- (b) If the Supplier become insolvent or bankrupt;
- (c) The Supplier fails to comply with any final decision reached as a result of dispute settlement proceedings pursuant to GCC Clause 37;
- (d) The Supplier, in the judgement of the Procuring Entity, has engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract;
- (e) If, as the result of Force Majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (f) If the Procuring Entity, in its sole discretion, decides to terminate the Contract.

### **By the Supplier**

16.2 The Supplier may terminate this Contract, by not less than thirty (30) days' written notice to the Procuring Entity, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 16.2:

- (a) If the Procuring Entity fails to pay any monies due to the Supplier pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Supplier that such payment is overdue;
- (b) If the Procuring Entity is in material breach of its obligations pursuant to the Contract and has not remedied the same within forty-five days (or such longer period as the Supplier may have subsequently approved in writing) following the receipt by the Procuring Entity of the Supplier's notice specifying such breach;
- (c) If, as the result of Force Majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) If the Procuring Entity fails to comply with any final decision reached as a result of dispute settlement proceedings pursuant to GCC Clause 37.

### **Payment upon Termination**

16.3 Upon termination of this Contract pursuant to Clauses 16.1 or 16.2, the Procuring Entity shall make the following payments to the Supplier:

- (a) Remuneration pursuant to Clause 31 or 32 for Services satisfactorily performed prior to the effective date of termination;
- (b) Except in the case of termination pursuant to paragraphs (a) to (d) of Clause 16.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the contract, including the cost of the return travel of the Personnel and their eligible dependents.

### C. Obligations of the Supplier

#### 17. General

17.1 The Supplier shall perform the Services and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Supplier shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with Sub-consultants or third parties.

#### 18. Conflict of Interests

##### Supplier Not to Benefit from Commissions, Discounts etc

18.1 The remuneration of the Supplier pursuant to Clause 31 or 32 shall constitute the Supplier's sole remuneration in connection with this Contract or the Services, and the Supplier shall not accept for its own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of its obligations under the Contract, and the Supplier shall use its best efforts to ensure that the Personnel, any Sub-consultants, and agents of either of them similarly shall not receive any such additional remuneration.

##### Supplier and Affiliates Not to Be Otherwise Interested in Project

18.2 The Supplier agrees that, during the term of this Contract and after its termination, the Supplier and its affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works, or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

##### Prohibition of Conflicting Activities

18.3 Neither the Supplier nor its Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) During the term of the Contract, any business or professional activities in the Federal Democratic Republic of Ethiopia which would conflict with the activities assigned to them under the Contract; or
- (b) After the termination of this contract, such other activities as may be specified in the SCC.

#### 19. Confidentiality

19.1 The Procuring Entity and the Supplier shall keep confidential and shall not without the written consent of the other party hereto, divulge to any third party any reports or data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Sub-consultant such documents, data, and other information it receives from the Procuring Entity to the extent required for the Sub-consultant to perform its work under the Contract, in which event the Supplier shall obtain from such Sub-consultant an undertaking of confidentiality similar to that imposed on the Supplier under the Contract.

#### 20. Insurance to Be Taken Out by the Supplier

20.1 The Supplier shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage, as

shall be specified in the SCC.

- 20.2 The Supplier, at the Procuring Entity's request, shall provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained and that the current premiums have been paid.

### **21. Supplier's Actions Requiring Procuring Entity's Prior Approval**

- 21.1 The Supplier shall obtain the Procuring Entity's prior approval in writing before taking any of the following actions :
- (a) Entering into a subcontract for the performance of any part of the Services;
  - (b) Appointing such members of the of the personnel not listed by name in the Contract; and
  - (c) Any other action that may be specified in the SCC.

### **22. Reporting Obligations**

- 22.1 The Supplier shall submit to the Procuring Entity the reports and documents specified in the Terms of Reference in the form, in the numbers, and within the periods set forth in the said Terms of Reference.

### **23. Documents Prepared by the Supplier to Be the Property of the Procuring Entity**

- 23.1 All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Supplier in accordance with the Contract shall become and remain the property of the Procuring Entity, and the Supplier shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The Supplier may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.

## **D. Supplier's Personnel**

### **24. Description of Personnel**

- 24.1 The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Supplier's Key Personnel are described in the Contract. The Key Personnel and Sub-consultants listed by title as well as by name in Contract are hereby approved by the Procuring Entity.

### **25. Removal and/or Replacement of Personnel**

- 25.1 Except as the Procuring Entity may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Supplier, it becomes necessary to replace any of the Key Personnel, the Supplier shall provide as a replacement a person of equivalent or better qualifications.
- 25.2 If the Procuring Entity finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Supplier shall, at the Procuring Entity's written request specifying the grounds therefor, provide as a replacement a person with qualifications and experience acceptable to the Procuring Entity.
- 25.3 The Supplier shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## **E. Obligations of the Procuring Entity**

### **26. Assistance and Exemptions**



26.1 Unless otherwise specified in the SCC, the Procuring Entity shall use its best efforts to ensure that the Government shall:

- (a) Provide the Supplier, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Supplier, Sub-Consultants or Personnel to perform the Services.
- (b) Arrange for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Federal Democratic Republic of Ethiopia.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents.
- (d) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) Exempt the Supplier and the Personnel and any Sub-Consultants employed by the Supplier for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Federal Democratic Republic of Ethiopia.
- (f) Grant to the Supplier, any Sub-Consultants and the Personnel of either of them the privilege, pursuant to the laws of the Federal Democratic Republic of Ethiopia, of bringing into the Federal Democratic Republic of Ethiopia reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services.
- (g) Provide to the Supplier, Sub-Consultants and Personnel any such other assistance as may be specified in the SCC.

## **27. Change in Laws**

27.1 Unless otherwise specified in the SCC, if after the date of the Request for Proposals, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the Federal Democratic Republic of Ethiopia (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the period for completion of the Services and/or the Contract Price, then such time period and/or Contract Price shall not be correspondingly increased or decreased.

## **28. Services and Facilities**

28.1 The Procuring Entity shall make available to the Supplier the Services and Facilities listed in the Contract.

## **F. Payments to the Supplier**

## **29. Contract Price and Currency**

29.1 The Contract Price shall be expressed as a specific amount in the Agreement representing:

- (a) The total amount payable for a Lump Sum contract; or
- (b) The estimated amount for a Time-Based contract.

29.2 Payments shall be made in Ethiopian Birr.

## **30. Type of Contract**

30.1 In consideration of the Services performed by the Supplier under the Contract, the Procuring Entity shall make to the Supplier such payments in such manner as is provided by the Contract.

30.2 The type of contract shall be as specified in the SCC and payment shall be in accordance with the provisions of:

- (a) GCC Clause 30, Option 1 in the case of Lump Sum contracts; or
- (b) GCC Clause 31, Option 2 in the case of Time-Based contracts.

**31. Option 1 – Payments in respect of Lump Sum Contracts**

31.1 The Contract Price shall be a fixed total lump sum including all Personnel costs, Sub-consultants' costs, printing, communications, travel, accommodation, and all other costs required to carry out the Services described in the Contract.

31.2 The Contract Price may only be increased through amendment of the Contract in accordance with GCC Clause 14.

31.3 The price for any additional services, as may be agreed in accordance with GCC Clause 14, shall be determined using the Breakdown of Contract Price in the Contract.

**32. Option 2 – Payments in respect of Time-Based Contracts**

32.1 The Contract Price shall be an estimated amount, based on the Breakdown of Cost Estimates in the Contract.

32.2 Payment shall be made for the time actually spent and for reimbursable expenses actually incurred by the Supplier in the performance of the Services.

32.3 Fees for the Personnel shall be determined on the basis of time actually spent by the Personnel in the performance of the Services after the date determined in accordance with the Commencement Date of the Services, or such other date as the Parties may agree in writing, and at the rates specified in the Contract. Personnel time spent in the performance of the Services shall include time for necessary travel via the most direct route, at the rates detailed in the Contract, unless otherwise specified in the SCC.

32.4 Reimbursable expenditures shall include costs actually and reasonably incurred by the Supplier in the performance of the Services, as specified in the Contract.

32.5 The Supplier's total remuneration shall not exceed the ceiling amount stated in the SCC. The Supplier shall notify the Procuring Entity as soon as cumulative charges incurred for the Services have reached 80% of the ceiling amount.

32.6 Separate invoices shall be submitted for fees and for reimbursable expenditure. Invoices shall be supported by the documentation specified in accordance with GCC 34.2.

32.7 A final payment shall be made against submission by the Supplier of a final statement, identified as such and approved by the Procuring Entity. The final statement shall be deemed approved by the Procuring Entity ninety calendar days after receipt by the Procuring Entity unless the Procuring Entity, within this period, gives written notice to the Supplier specifying in detail deficiencies in the Services, the deliverables or the final statement.

32.8 Any amount which the Procuring Entity has paid or caused to be paid which is in excess of the amounts actually payable in accordance with the provisions of the Contract, shall be reimbursed by the Supplier to the Procuring Entity within thirty days after receipt by the Supplier of a notice thereof. Any such claim by the Procuring Entity for reimbursement must be made within twelve months after receipt by the Procuring Entity of a final statement approved by the Procuring Entity.

**33. Payment Schedule and Advance Payment**

- 33.1 All payments under the Contract shall be made in accordance with the payment schedule specified in the SCC.
- 33.2 Unless otherwise stated in the SCC, where any payment is made in advance of any deliverables as an advance payment, the payment shall be made against the provision by the Supplier of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC.
- 33.3 Should the advance payment guarantee cease to be valid and the Supplier fails to re-validate it, a deduction equal to the amount of the advance payment may be made by the Procuring Entity from future payments due to the Supplier under the contract.
- 33.4 If a Contract is terminated for any reason, the guarantee securing the advance may be invoked in order to recover the balance of the advance still owed by the Supplier.

**34. Payment Terms**

- 34.1 Unless otherwise specified in the SCC, payments shall be made by the Procuring Entity, no later than sixty days after submission of a request for payment by the Supplier.
- 34.2 The Supplier's request for payment shall be made to the Procuring Entity in writing, accompanied by invoices and supporting documents. The supporting documentation required shall be as specified in the SCC.
- 34.3 The Procuring Entity shall notify the Supplier of the inadmissibility of a request for payment due to an error, discrepancy, omission or any other reason so that the Parties may resolve such error, discrepancy, omission or other fault and agree a solution to enable payment of the corrected request for payment. The Procuring Entity shall not unreasonably withhold payment of any undisputed portion of a request for payment. Should any discrepancy be found to exist between actual payment made and costs authorised to be incurred by the Supplier, the Procuring Entity may add or subtract the difference from any subsequent payments.
- 34.4 If the Procuring Entity has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Supplier for each day of delay at the rate stated in the SCC.

**35. Price Adjustments**

- 35.1 Prices charged by the Supplier for the Services performed under the Contract shall not vary from the prices quoted in the Contract, with the exception of any price adjustments authorised in the SCC.

**G. Settlement of Disputes****36. Amicable Settlement**

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

**37. Dispute Settlement**

- 37.1 Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SCC.