



Embassy of Sweden

09-03 2026
UM2026/06749/ADDI

Addis Ababa

Appendix 2 - General Terms and Conditions for Services-
General Maintenance services 2026

1.Scope

These general conditions apply to contracts for services and to the supply of goods, if the supply of goods does not represent the major part of the Contractor's obligation.

Unless otherwise agreed by the Parties, these conditions shall apply to the Contract with the Embassy.

2. Performance of the service

The Supplier must perform the service with due care, observe the law or other statutes including authority regulations and in other respects follow ethical standards and good practice. Authorities' general advice or equivalent documents must be taken into consideration.

Any tasks of a formal nature, such as case management or certification of invoices, must be performed in accordance with the Embassy of Sweden' internal rules and routines.

3. Scope of remuneration

Remuneration is specified exclusive of value added tax.

The Embassy of Sweden will not pay any fees or costs beyond those explicitly specified in the agreement.

The Contractor is not entitled to any fees for time spent on travel.

4. Payment and invoicing

The Embassy of Sweden pays invoices monthly in arrears. The Embassy of Sweden only makes payment against original invoice. Invoices must include the following

- i. the nature and scope of the work performed during the period of time specified on the invoice.
- ii. whether the invoice is for partial or final payment.
- iii. the Embassy of Sweden's contact person and cost center (numerical);
- iv. the Embassy of Sweden' agreement number, reference number and case management number (when specified), and
- v. the Supplier's TIN and/or VAT registration number.

Invoices are paid no later than 30 days after being received by the Embassy of Sweden. Work performed is invoiced on a monthly basis following the performance of the work specified in the invoice.

The Embassy of Sweden must receive final invoices no later than three months after a service has been completed. Demands for payment made at a later date do not entail the right to compensation.

No invoicing charges or equivalent may be charged. Reminder fees may be charged.

However, penalty interest will not be paid for invoices that, according to law or this agreement, are

incomplete or incorrectly addressed.

Payment of invoices does not in itself mean that the Embassy of Sweden has waived assertions of a right to compensation for delayed or defective services.

5. Controls

If remuneration is based on an hourly or daily fee, the Supplier must, upon request, be able to support the invoice by means of time records or accounting.

The Embassy of Sweden has the right to request copies of vouchers and other accounting material for the costs for which the Supplier has invoiced.

6. If the agreement also includes the supply of goods

Unless the parties have agreed otherwise, delivery is to be included in the agreed price. Delivery must be made at the time or within the time frame specified in the agreement. If no delivery time has been agreed, the goods must be delivered within a reasonable time following a purchase or suborder.

Delivery must not be made earlier than agreed in the agreement without the approval of the Embassy of Sweden.

7. Subcontractors and staff

The Supplier may not employ subcontractors or staff other than its own for the performance of all or part of the service without the prior written approval of the Embassy of Sweden.

When assessing a subcontractor, the Embassy of Sweden is entitled to obtain written information equivalent to that provided about the Supplier and the Supplier's staff.

When a subcontractor or parties other than the Supplier's staff are used, it is the responsibility of the Supplier to ensure that all the Supplier's commitments under this agreement are fulfilled by the party actually performing the service.

When the Embassy of Sweden and the Supplier have agreed that specific staff must be used to perform a service, those staff must not be replaced without the Embassy of Sweden's written consent. The Supplier is responsible for the costs and time required to change staff.

8. Duty of confidentiality

The Supplier must not disclose information to which the Supplier has gained access when performing the service without the written consent of the Embassy of Sweden. The same applies to information

that the Supplier has compiled on behalf of the Embassy of Sweden.

The Supplier must inform its employees of this duty of confidentiality. The Embassy of Sweden has the right to request that employees confirm in writing that they have been informed of their duty of confidentiality.

The duty of confidentiality applies even after the service has been completed and the agreement has ceased to apply.

The duty of confidentiality does not apply if the Supplier is obligated by law or other statute to disclose information. Nor does the duty of confidentiality apply as regards information that is common knowledge.

9. Security

When on the Embassy of Sweden's premises, the Supplier's staff must comply with applicable regulations regarding security at the Embassy of Sweden.

The Supplier's staff must only be present on Embassy of Sweden's premises where such presence is necessary for the performance of the service. Staff found on Embassy of Sweden's premises other than those that are relevant for the performance of the service may be regarded by the Embassy of Sweden as unsuitable for the performance of the service.

The Supplier accepts that staff used for the service will be required to obtain security clearance in accordance with the Security Protection Act (2018:585). The Supplier must change the staff if security checks warrant such action. The Supplier and the staff concerned must provide the necessary consent for background checks to be carried out.

10. Conflicts of interest

The Supplier must report to the Embassy of Sweden, in writing and without delay, any circumstances that may give rise to a conflict of interest or similar for the Supplier.

11. Use of the Embassy of Sweden for marketing purposes

The Supplier does not have the right to use the Embassy of Sweden's name for marketing purposes without first obtaining the written consent of the Embassy of Sweden. This provision applies even when the agreement has otherwise ceased to apply.

12. Defects in the service

The service is considered defective if:

- i. the service or the result of the service does not meet the requirements set out in the agreement

- or the suborder concerning the service or the result of the service;
- ii. the result deviates from information relevant to evaluating the nature or suitability of the service that can be assumed to have had an influence on the agreement and which was provided by the Supplier in connection with entering into the agreement or otherwise in marketing; or
 - iii. prior to entering into the agreement, the Supplier has neglected to inform the Embassy of Sweden of a matter concerning the nature or suitability of the service that the Supplier knew about or should have known about and which the Supplier realized or should have realized was of importance to the Embassy of Sweden.

In case of defects on the part of the Supplier, the Embassy of Sweden may withhold payments that have not yet been made. In addition, the Embassy of Sweden may demand that the Supplier rectify the defect. The Embassy of Sweden may also demand a discount. The Supplier must compensate the Embassy of Sweden for direct harm incurred by the Embassy of Sweden as a result of defects on the part of the Supplier.

The Embassy's right to price reduction or discount does not deprive the Embassy of its right to claim damages and to take other measures due to the defect of the assignment.

13. Delays on the part of the Supplier

A delay on the part of the Supplier has occurred if all or part of the service, without the Embassy of Sweden in any way being at fault, has not been performed within the agreed time frame or, if no time frame has been agreed, within the time that is reasonable with particular consideration to what is normal for a service of a similar nature and scope.

A delay on the part of the Supplier has also occurred if the Supplier does not observe an agreed time for initiating the service or for the progression of the work.

In the event of a delay on the part of the Supplier, the Embassy of Sweden may withhold payments that have not yet been made. In addition, the Embassy of Sweden may demand that the Supplier perform the service. The Supplier must compensate the Embassy of Sweden for direct harm incurred by the Embassy of Sweden because of delays on the part of the Supplier.

The Embassy shall inform the Contractor in writing of any penalty imposed in the latest six months after the delay took place.

The imposition of a penalty on the Contractor does not deprive the Embassy from its right to claim damages and to take other measures due to the delay.

14. Cancellation of the agreement

A party has the right to cancel the agreement if:

- a. The other party disregards conditions in the agreement that are of material importance to the opposite party; or
- b. The other party repeatedly breaches the agreement, even if each individual breach is not of material importance.

If one of the parties cancels the agreement in accordance with this point, the other party is obliged to compensate for the direct harm incurred by the cancelling party because of the cancellation.

15. Termination of the agreement in certain cases

The Embassy of Sweden has the right to terminate the agreement with immediate effect if:

- a. If the service in whole or in certain parts is delayed by more than four weeks and such delay is of material importance to the Embassy, or
- b. the Supplier becomes bankrupt, enters into an agreement with its creditors for relief of debt, suspends its payments, goes into liquidation or becomes the object of insolvent administration because of which it is unable to perform the services and is also unable to provide satisfactory security for performance thereof, or
- c. the Supplier is convicted of a crime relating to its profession by a legally binding decision or, if no such decision exists, it is in the judgement of the Embassy likely that the decision will become legally binding or that the decision will not be revised in a higher court, or the Supplier misappropriates the Embassy's funds, property, trade secrets, confidential information or otherwise defrauds the Embassy; or
- d. the Supplier has not fulfilled obligations in respect of social security fees or taxes, or
- e. a court of law or other government authority finds in a judgment or a decision that the Supplier has exercised any discriminatory practice as so considered by the Contacting Authority, or
- f. the Supplier otherwise acts in such a manner that it would be objectionable in the eyes of the

- public for the Embassy to fulfil the contract, or
- g. the Supplier breaches the Contract on repeated occasions, or
- h. before or after signature of the Contract, the Supplier failed to provide information about the company that is objectively of material importance for the creation of or the applicability of the Contract. The same shall apply if the Supplier fails to provide information, which it is liable to provide to the Embassy under the Contract, or if such information is incorrect.

If the Embassy of Sweden cancels the agreement in accordance with this point, the other party is obliged to compensate the direct harm incurred by the Embassy of Sweden as a result of the cancellation.

In addition to what is stated above, the Parties shall also be entitled to terminate the Contract, including any Call-off Order relating to any services in progress, if the other party is in material breach of the Contract and does not rectify the situation within thirty days of a written request to do so.

In the event of termination of the Contract, the Embassy shall not be liable for any losses, costs, expenses, liabilities or damages of the other party.

On termination of the Contract, the Supplier shall immediately take measures to close the Contract at the least possible cost.

The Supplier shall, in order not to forfeit its rights, inform the Embassy in writing of any claim for reimbursement no later than two months after the notice of the termination being received by the Supplier.

16. Transfer of the agreement

Neither party has the right to transfer this agreement, or rights or responsibilities under this agreement, to a third party without the advance written approval of the other party. This also applies to a transfer of the right to invoice.

17. Amendments to the agreement

Amendments and additions to this agreement must be made in writing and signed by both parties to be valid.

18. Grounds for exemption

A party will be exempt from fulfilling its obligations under the agreement if such fulfilment is hindered or unreasonably impeded as a result of events beyond the control of the party, and if it was not possible to foresee those events at the time of concluding the agreement and their consequences could not reasonably have been avoided or overcome.

Events considered to be beyond the control of the party include labor disputes, natural disaster, fire, war, mobilization, unforeseen large-scale military call-ups, terrorist action, requisition, confiscation, uprisings and riots if the party or a subcontractor to the party, in or outside Sweden, is affected by the event. Labor disputes due to failure by a party to comply with rules and principles in force or otherwise currently in practice in the labor market are not considered events beyond the control of the party.

If there are grounds for exemption due to an event affecting a subcontractor, the party is required to use a different sub-contractor where possible.

A party is required to immediately inform the other party in writing should any such event occur that hinders or unreasonably impedes that party's performance of contractual obligations. A party must inform the other party of an estimated date of performance. During the period that grounds for exemption exist, the Embassy of Sweden has the right to engage another supplier. The party concerned is obliged to immediately perform contractual undertakings when the circumstances causing the grounds for exemption no longer exist.

If either party has invoked grounds for exemption and such grounds have existed for more than two months, either party may make a written request for the immediate cancellation of the agreement.

19. Disputes

Any dispute, controversy or claim arising out of or in connection with the Contract, or the breach, termination or invalidity thereof, shall be finally settled by the relevant Ethiopian authority with jurisdiction.