

14.3 Contractor's right to set-off

The Contractor shall be entitled to be paid and the Government may pay to the Contractor out any money otherwise due to the Nominated Supplier –

- (a) any amount the Government or the S.O. on its behalf in exercise of any right under the Main Contract has deducted from any money due to the Contractor and such deduction is in respect of some act or default solely of the Nominated Supplier, his servants or agents;
- (b) any amount agreed by the Nominated Supplier as due to the Contractor or any amount awarded in arbitration or litigation in favour of the Contractor and which arises out of or under this Sub-Contract.

PROVIDED ALWAYS THAT the Contractor shall have notified the S.O. of any such agreed amount or award (together with a copy of the consent or agreement of the Nominated Supplier or the award) not less than fourteen (14) days before the date of issuance by the S.O. of the Interim or Final Certificate under the relevant provisions of the Main Contract; and

- (c) the amount of any claim for loss or expense actually incurred by the Contractor by reason of any breach or failure to observe the provisions of the Sub-Contract by the Nominated Supplier.

PROVIDED ALWAYS THAT -

- (i) the amount of such loss or expense shall have been quantified in detail and with reasonable accuracy by the Contractor; and
- (ii) the Contractor shall have given to the Nominated Supplier notice in writing with a copy to the S.O. specifying the breach or failure and the amount quantified in clause 14.3 (c) aforesaid, not less than forty five (45) days before the issuance by the S.O. of any Interim or the Final Certificate under the relevant provisions of the Main Contract.

14.4 Payment by the Government

Any payment made under this clause shall be deemed to be a payment to the Contractor by the Government under and by virtue of this Sub-Contract.

15.0 DISPUTES AS TO PAYMENT

15.1 Disputes as to amount or failure by S.O. to certify

If the Nominated Supplier is aggrieved by the amount certified by the S.O. for payment or by his failure to certify, then subject to the Nominated Supplier giving to the Contractor such indemnity and security as the Contractor may reasonably require, the Contractor shall allow the Nominated Supplier to use the Contractor's name, and if necessary will join with the Nominated Supplier as claimant in any arbitration proceedings by the Nominated Supplier in respect of the said matters complained of by the Nominated Supplier.

16.0 DELAY IN SUPPLY AND DELIVERY

16.1 Notice to Contractor

Upon it becoming reasonably apparent that the supply and/or delivery of any Articles ordered under this Sub-Contract is delayed, the Nominated Supplier shall forthwith give a written notice of the causes of delay to the Contractor who shall immediately inform the S.O. thereof