**Contract Agreement**

**Between**

**Bible Society of Ethiopia**

**And**

**AGRISUN ETHIOPIA ENGINEERING AND TRADING PLC**

**Addis Ababa**

**November, 2023**

**CONTRACT NO. 100/2017 CONTRACT DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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| 1. **CONTRACTING PARTIES** | ***Bible Society of Ethiopia ,*** Address Sub.City **\_\_\_\_\_\_\_** Woreda **\_\_\_\_\_**  Ho. **\_\_\_\_\_\_**  P.O.Box **\_\_\_\_\_** Tel: **\_\_\_\_\_\_\_\_\_** Fax: **\_\_\_\_\_\_\_\_\_** Addis Ababa, Ethiopia, here in after referred to as the “CLIENT” on one hand and ***Agrisun Ethiopia Engineering and trading plc.,*** Address:of Sub.City **Arada** Woreda **02**  Ho. **667/1** P.O.Box  , Tel: **0941970026/972262728** , , Addis Ababa, Ethiopia herein after called “SERVICE PROVIDER” on the other hand , are contracting parties. |
| 1. **EFECTIVE DATE** | This Contract’s effective date shall be the date of its signature |
| 1. **CONTRACT SUBJECT** | This contract subject matter is the design, development and implementation of **Payroll** as per the technical proposal document herein and presented in the tender. |
| 1. **ENTIRE AGREEMENT** | The contract and the Technical & Financial proposal submitted by the SERVICE PROVIDER which, in their totality, detail out the operational parameters of the software to be developed / customized & installed for the CLIENT hereunder are the complete and sole statement of agreement between the parties governing the subject matter herein. |
| 1. **CLIENT’S UDNERTAKING** | In consideration of SERVICE PROVIDER designing, developing and installing the software, the CLIENT hereby covenants to pay the contract price at the times and in the manner described therein. The CLIENT shall also make available the entire required hardware resources as recommended by the SERVICE PROVIDER for installation of the application software in a time that would not delay the implementation plan. |
| 1. **SERVICE PROVIDER’S UNDERTAKING** | Inconsideration of the payments to be made by the CLIENT, the SERVICE PROVIDER hereby covenants to develop and install said software in strict accordance with the terms of this contract and the Technical proposal document attached hereto. |
| 1. **DURATION** | The software shall be developed, installed and handed over as per the implementation schedule in the technical proposal |
| 1. **FUNCTIONAL SPECIFICATIONS** | The technical proposal document submitted by the ***SERVICE PROVIDER*** shall be the sole basis for the development of the software and serve as a check list of verification. Any amendment to the technical proposal document shall be subject to any necessary amendments of the terms and conditions of this contract. |
| 1. **CONTRACT PRICE** | The CLIENT agrees to pay to SERVICE PROVIDER, the total sum of birr **68,510.00** (Sixty Eight thousand five hundred ten birr only) Before 15% VAT.  **NOTE:** *The Price includes training and operation manual* |
| 1. **ACCEPTANCE** | SERVICE PROVIDER shall formally communicate to the CLIENT the completion and request for acceptance when the system is fully deployed, training is provided together with the user manual. If the client does not communicate any discrepancy in writing within 15 days it is assumed that the system has been accepted by the CLIENT. |
| 1. **DISPUTE SETTLEMENT** | Any dispute between the parties arising from or in connection with this contract shall be referred to arbitration in Ethiopia. Each party to the contract shall nominate one person each as its arbiter and the two persons so nominated shall select a third person not associated in any manner with the parties to act as chair person. The three persons so selected shall constitute the arbitration committee and execute their duties in strict accordance with the relevant section of the Ethiopian Civil and the sprit and content of this contract. |
| 1. **APPLICABLE** | Without prejudice to the provisions of this contract the relevant laws of Ethiopia shall apply to this contract |
| 1. **DELIVERY** | SERVICE PROVIDER shall provide one deployment copy of the package and user manual immediately after the completion of testing. |
| 1. **WARANTY** | Warranty period shall be one year from the date of acceptance of use of the application in live environment. |
| 1. **SOFTWARE MAINTENACE SUPPORT** | Subsequent to the expiry of the warranty period the CLIENT may enter into a separate software maintenance support agreement with the SERVICE PROVIDER. The proposed annual maintenance service fee will be birr 15% of the total price. |
| 1. **AMENDEMENTS** | Amendments to this contract agreed between the parities as well as any other required notices and declarations shall be done in writing and in English |
| 1. **PAYMENT TERMS** | 30% of the payment upon Signing the contract and 50 after completion of training, training and beginning of live run and the remaining 20% after acceptance and completion of training, training and |

IN WITNESS WHEREOF, the parties hereto have executed this contract the day and year **first above written in Addis Ababa, Ethiopia.**

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| **FOR THE CLIENT** |  | **FOR THE SERVICE PROVIDER** |
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