

CONTRACT

SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

N° 2016/381-171

FINANCED FROM THE EU GENERAL BUDGET

European Union, represented by the European Commission, B-1049 Brussels, Belgium, on behalf of and for the account of the government of the Republic of Armenia

(‘the Contracting Authority’),

of the one part,

and

«ՎԻ ԻՔՍ ՍՈՖՏ» ՍՊԸ - VXSOFT LLC

Official registration number: 286.110.766087

Addresses:

13 TPAGRICHNERI ST., APT. 61 YEREVAN ARMENIA, 0010 (registered)

24/6 BAGHRAMYAN AVENUE, YEREVAN ARMENIA, 0019 (office)

VAT number: 02617951,

(‘the Contractor’)

of the other part,

have agreed as follows:

PROJECT Development of on-line interactive portal to enable transparent and easy discussion over draft legal acts being adopted by government entities of RA

CONTRACT TITLE Development of on-line interactive portal to enable transparent and easy discussion over draft legal acts being adopted by government entities of RA

Identification number 2016/381-171

(1) Subject

- 1.1 The subject of this Contract is Development of on-line interactive portal to enable transparent and easy discussion over draft legal acts being adopted by government entities of RA done in Yerevan, Republic of Armenia with identification number 138-285 (‘the services’).
- 1.2 The contractor shall execute the tasks assigned to him in accordance with the Terms of Reference annexed to the Contract (Annexe II)

(2) Contract value

This Contract, established in Euro, is a fee-based contract. Based on the maximum fees, incidental expenditure and provision made for expenditure verification set out in Annex V, the maximum contract value is EUR 223,500.

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(3) Order of precedence of contract documents

The following documents shall be deemed to form and be read and construed as part of this Contract, in the following order of precedence:

- the contract agreement;
- the Special Conditions
- the General Conditions (Annex I);
- the Terms of Reference (Annex II)
- the Organisation and methodology (Annex III);
- Key experts (Annex IV);
- Budget (Annex V);
- Report of factual findings and terms of reference for an expenditure verification (Annex VII);

These above listed documents make up the contract. They shall be deemed to be mutually explanatory. In cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending.

(4) Language of the contract

The language of the contract and of all written communications between the Contractor and the Contracting Authority and/or the Project Manager shall be English.

(5) Other specific conditions applying to the Contract

Done in English in three originals, two originals for the European Commission and one original for the Contractor.

For the Contractor

Name: *Valerii Mikhalevych*
Title: *Executive Director for*
Signature: *[Handwritten Signature]*
Date: *8-Dec, 2016*



For the Contracting Authority

Name: **Piotr Antoni Świąłowski**
Title: **[Redacted]**
Signature: *[Handwritten Signature]*
Date: **- 8 DEC 2016**

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SPECIAL CONDITIONS

These conditions amplify and supplement the General Conditions governing the Contract. Unless the Special Conditions provide otherwise, the General Conditions remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the General Conditions. Exceptionally, and with the approval of the competent European Commission departments, other clauses can be indicated to cover particular situations.

Article 2 Communications

2.1 Any written communication relating to this Contract must state the Contract title and identification number and must be sent by post, fax, e-mail or by hand to the addresses identified in accordance with Articles 5.3 and 7.8 of the General Conditions.

Article 7 General Obligations

7.8 All activities of this contract must comply with the rules lay down in the Communication and Visibility Manual for EU External Actions published by the European Commission.

Article 19 Implementation of the tasks and delays

19.1 The date on which implementation starts shall be within 3 months of the signature of this contract by both parties and shall be set in an administrative notice issued by the Project Manager.

19.2 The period for implementing the tasks is 9 months from the start date.

Article 26 Interim and Final Reports

The Contractor shall submit progress reports as specified in the Terms of Reference.

Article 28 Expenditure verification

28.2 The expenditure verification(s) referred to in the General Conditions will be carried out by "AVC consulting and audit" Ltd; registration address: 6 Nubarahsen 10 st.; office address: 5/1 Myasnikyan av. Yerevan, Republic of Armenia; Tel.: (+374) 055-43-48-93, 077-88-18-80

Article 29 Payment and interest on late payment

29.1 Payments will be made in accordance with the following the option:

Month		EUR
1	Maximum Pre-financing payment ¹	

¹ The Contractor is not obliged to ask for pre-financing.

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5-monthly	Interim payments	
9	Forecast balance	
	Total	

The actual amounts payable after the pre-financing payment will vary. They will be based on the Contractor's invoice accompanied by an interim progress report and an expenditure verification report and are subject to approval of the reports in accordance with Article 27 of the General Conditions.

29.5 Payments will be made in Euro in accordance with Articles 20.6 and 29.4 of the General Conditions into the bank account notified by the Contractor to the Contracting Authority.

Article 30 Financial Guarantee

30.1 Subject to a positive risk assessment by the Contracting Authority, by derogation from article 30 of the General Conditions no pre-financing guarantee is required.

Article 40 Settlement of disputes

40.4 Any disputes arising out of or relating to this Contract which cannot be settled amicably shall be referred to the exclusive jurisdiction of the courts of Brussels, Belgium.

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