

CONTRACT AGREEMENT

(SERVICE CONTRACT)

AID 11219 – CIG: 9003664A92

AICS - Italian Agency for Development Cooperation

Jerusalem Office

Mujeer Eddin Street, 2

Sheikh Jarrah- Jerusalem

Tel: +972 (0) 2 532 74 47

<https://gerusalemme.aics.gov.it/>

(“the contracting authority”),

of the one part,

and

CCHP – Centre for Cultural Heritage Preservation

Al-Anatreh Street, Bethlehem

VAT registration number: 732500087

Tel: +970 (0) 2 2766244

pr@cchp.ps

(“the contractor”)

of the other part,

have agreed as follows:

Project:	AID 11219
Contract title:	SUPPORT TO THE REHABILITATION AND VALORIZATION OF A PALESTINIAN LANDMARK: THE CHURCH OF NATIVITY – BEHLEHEM
Identification number:	AID 11219 – CIG: 9003664A92

(1) Subject

- 1.1 The subject of this contract is Consultancy Services in order to support rehabilitation and valorisation of the Church of Nativity in Behlehem with identification number AID 11219 – CIG: 9003664A92 (“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 global price contract.

The contract value is **EURO 71,900.00 (seventyonethousandninehundred/00)**

(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);
- Other relevant forms and documents (Annex VI);

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.

Done in English in two originals, one original for the contracting authority and one original for the contractor.

For the contractor

Issam Juha
CCHP representative

Signature:



Date: 23/2/2022

For the contracting authority

Guglielmo Giordano
Head of AICS Jerusalem office

Signature:



Date: 23.2.2022

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 Contact persons

For the Contracting Authority:

Arch. Dario Piatelli

AICS - Italian Agency for Development Cooperation

Jerusalem Office

Mujeer Eddin Street, 2

Sheikh Jarrah- Jerusalem

Tel: +972 (0) 2 532 74 47

dario.piatelli@aics.gov.it

for the Contractor:

Arch. Issam Juha

CCHP – Centre for Cultural Heritage Preservation

Al-Anatreh Street, Bethlehem

VAT registration number: 732500087

Tel: +970 (0) 2 2766244

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- 2.2 An electronic system will be used by the contracting authority and the contractor for all stages of implementation including, inter alia, management of the contract (amendments and administrative orders), reporting (including reporting on results) and payments. The contractor will be required to register in and use the appropriate electronic exchange system to allow for the e-management of the contract. With regard to interim and final reports, if they are required according to Article 26 or to the terms of reference, the contractor will be expected to use the forms in the electronic system for encoding and submitting the reports.

The electronic management of the contract through the aforementioned system may commence on the date on which implementation of the contract starts, as described in Article 19 below, or at a later date. In the latter case, the contracting authority will inform the contractor in writing that he will be required to use the electronic system for all communications within a maximum period of 3 months.

Article 4 Subcontracting

- 4.9 Subcontracting are allowed

Article 12 Liabilities

- 12.2 By way of derogation from Article 12.2, paragraph 2, of the general conditions, compensation for damage resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to the contract value.

Article 19 Implementation of the tasks and delays

- 19.1 The start date for implementation shall be the date of signature of the contract by both parties.
19.2 The period for implementing the tasks is 4 (Four) 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 27 Approval of reports and documents

- 27.5 The contracting authority shall, within 45 days of receipt, notify the contractor of its decision concerning the documents or reports received by it, giving reasons should it reject the reports or documents, or request amendments. If the contracting authority does not give any comments on the documents or reports within the time limit, the contractor may request written acceptance of them. The documents or reports shall be

deemed to have been approved by the contracting authority if it does not expressly inform the contractor of any comments within 45 days of the receipt of the report.

Article 29 Payment and interest on late payment

29.1 Payments will be made in accordance with the following:

Month		EURO
1	Pre-financing payment ¹	40% of the contract value
2	Balance	60% of the contract value
	Total	

The pre-financing payment shall be made within 60 days from the date on which an admissible invoice is registered by the contracting authority.

The final payment to the contractor of the amount due shall be made within 60 days from the date on which an admissible invoice is registered by the contracting authority.

29.3 By derogation from Article 29.3 of the general conditions, once the deadline set in Article 29.1 has expired, the contractor will, upon demand, be entitled to late-payment interest at the rate and for the period mentioned in the general conditions submitted. The demand must be submitted within two months of receiving late payment.

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 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 Rome in Italy.

Article 42 Data protection

Processing of personal data related to the implementation of the contract by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement.



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