

CONTRACT

SERVICE CONTRACT

REF: AICS/JER/AID 11279

CIG: ZE13507319

CUP: H29E18000350001

Italian Agency for Development Cooperation (AICS)
Jerusalem Office
Mujir Ad-Din St. 2
Sheikh Jarrah – postal code 9149301
Jerusalem
(‘the contracting authority’),

of the one part,

and

Palestinian Association for Mountain Sports Development (PAMSD)
2nd floor, Central Bus station
Bethlehem
(‘the contractor’)

of the other part,

have agreed as follows:

PROJECT: SI-GEWE - Support to the institutionalisation of gender mainstreaming and women’s empowerment in the NPA 2017-2022

CONTRACT TITLE: “Empowering women and girls through outdoor activities”

Identification number:

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CIG: ZE13507319
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(1) Subject

- 1.1 The subject of this contract is “Empowering women and girls through outdoor activities” implemented in Palestine with identification number:

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(‘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 EUR 13.500,00

(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:

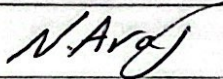
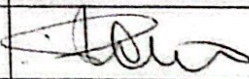
- the contract agreement;
- the special conditions
- the general conditions (Annex I);
- the terms of reference (Annex II)
- the organisation and methodology (Annex III);

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		For the contracting authority	
Name:	Nadira Joudeh Seman ALARAJ	Name:	Guglielmo Giordano
Signature:		Signature:	
Date:	17/2/2022	Date:	16/02/2022

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 AICS Jerusalem:

Gabriella Cerretti

For PAMSD:

Nadira Joudeh Seman ALARAJ

e-mail: gabriella.cerretti@aics.gov.it

e-mail: nadira.araj@gmail.com

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

XXXX

Article 7 General obligations

- 1 social media campaign to share positive messages on gender equality to be disseminated through social media (at least 10 facebook posts, including one awareness raising video will have to be disseminated);
- 70 women and girls from rural areas to be involved in the hiking and climbing programme;
- 1 workshop focused on gender equality and gender norms, including positive approached to engage women and girls, to be organized to train climbing trainers and hiking guides;
- 1 public outdoor event to celebrate the International Women's Day to be organized;
- At least 70 community members to take part to the public outdoor event;
- Assure AICS visibility.

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 3/1000 each day of delay.

Article 19 Implementation of the tasks and delays

19.1 The activities will be implemented in February-June 2022.

Article 29 Payment and interest on late payment

29.1 Payments will be made in accordance with the following:

- 2.700,00 Euro (up to 20% of the contract value) will be paid after the signing of the contract, upon the delivery of a request of payment
- 5.400,00 Euro (up to 40% of the contract value) will be paid after one month of the beginning of the activities, upon the delivery of the intermediate report and the request of payment
- 5.400,00 Euro will be paid within 30 days following the submission of the final deliverable and upon the delivery of a request of payment.

29.2 Payment will be made via wire transfer

29.3 The prices shall be fixed and shall not be revised.

29.4 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 otherwise shall be referred to the exclusive jurisdiction of Jerusalem, West Bank and Gaza applying the national legislation of the contracting authority.

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.

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