

CONT: 5080/CL/21

CONTRACT

FOR THE PROVISION OF CLEANING SERVICES
AT 17TH FLOOR – SHEIKH ZAYED ROAD
DUBAI

Between

**LAHEJ & SULTAN CLEANING SERVICES AND GENERAL
MAINTENANCE COMPANY, HOLDING LICENSE NO. 224564,
TRN NO. 100036206900003,
P.O. BOX 6992, DUBAI,
TEL: (04) 3377999, FAX: (04) 3379794**

And

**CONSULATE GENERAL OF ITALY,
HOLDING LICENSE NO. ____,
TRN NO. _____,
P.O. BOX 9250, DUBAI,
TEL: (04) 3314167, FAX: (04) 3317469,**



THIS IS A CONTRACT SIGNED

Between

**LAHEJ & SULTAN CLEANING SERVICES AND GENERAL MAINTENANCE
COMPANY, HOLDING THE LICENSE NO. 224564, TRN NO. 100036206900003,
P.O. BOX 6992, DUBAI,
TEL: (04) 3377999, FAX: (04) 3379794
HEREINAFTER CALLED THE FIRST PARTY**

And

**CONSULATE GENERAL OF ITALY
P.O. BOX 9250, DUBAI
TEL: (04) 3314167, FAX: (04) 3317469
HEREINAFTER CALLED THE SECOND PARTY**

For

**THE PROVISION OF CLEANING SERVICES
COMMENCING ON 01ST APRIL 2021**

1. PREMISES TO BE COVERED:

Office Premises – 17th Floor – World Trade Centre – Sh. Zayed Road – Dubai.

2. SERVICE TO BE RENDERED:

a) Provision of a regular cleaning on daily basis from 15:00 hrs. onwards, five days a week excluding Fridays, Saturdays and public holidays.

b) Disinfection service on once-a-month basis.

3. DUTY SPECIFICATION:

S.No	Area / Scope of work	Frequency		
		Daily	Weekly	Monthly
	<u>Office Premises</u>			
a)	Dust mop, damp mop hard floors	X		
b)	Clean reception counter	X		
c)	Dust clean furniture and fixtures	X		
d)	Dust clean telephones	X		

ص.ب: ٦٩٩٢, دبي-أ.ع.م., تليفون المكتب: ٣٣٧٧٩٩٩ ٤ ٩٧١+, فاكس: ٣٣٧٩٧٩٤ ٤ ٩٧١+

P.O. Box 6992, Dubai, UAE., Office Tel.: +971 4 3377999 - Fax : +971 4 3379794

Email: cleanmac@lahejsultan.ae Website: www.lahejsultan.com

Cleaning

Carpet & Upholstery

Pest Control



S.No	Area / Scope of work	Frequency		
		Daily	Weekly	Monthly
e)	Remove litter from the bins and deposit in the skip provided by the Second Party	X		
f)	Dust clean skirting and sills		X	
g)	Dust clean picture/ high ledges			X
h)	Dust clean cupboards (external)			X
i)	Wipe down window mullions			X
j)	Clean entrance door glass	X		
k)	Clean internal/partition glass		X	
	<u>Pantry</u>			
a)	Dust mop, damp mop floors	X		
b)	Clean work tops	X		
c)	Clean wash basins	X		
d)	Clean taps and fixtures	X		
e)	Wipe down walls			X
f)	Scrub floors		X	
	<u>Toilets</u>			
a)	Dust mop, damp mop floors	X		
b)	Remove waste from the bins	X		
c)	Clean taps and fixtures	X		
d)	Clean mirrors	X		
e)	Clean W.C.	X		
f)	Clean doors	X		
g)	Clean wash basins	X		
h)	Wash down tile walls			X
i)	Scrub floors		X	

4. **CONDITIONS OF CONTRACT:**

4.1 **CONTRACT TERM:**

This is a Contract for an unlimited period, commencing on **01st April, 2021** and will continue until either party gives one month notice of termination in writing to the other, or pays one month's charges in lieu of notice.

4.2 CONTRACT PRICING:

The charges are based on the present floor space, furniture density, existing working hour(s), shift(s), location(s) and duty specification as per Item (3) of this contract.

Any increased costs imposed on the First Party by government legislation, will after consultation, be reflected in the monthly charges set out in this contract.

4.3 ENTIRE CONTRACT:

This Contract represents the entire agreement between the parties and supersedes any and all previous communications and agreements that may have been made between the parties.

4.4 ADDITION/VARIATION TO CONTRACT:

- a) Any variation (decrease) must be intimated in writing at least one month in advance and accepted by both the parties through an amendment to contract.
- b) A quote would be sent if requested for any extra requirement. Deployment of extra staff would be done once quotation is approved and an addition to the contract is signed by both the parties.

4.5 MATERIALS/EQUIPMENT/LABOUR:

The First Party will ensure that good quality cleaning materials and equipment are used excluding washroom consumables such as paper towel, toilet paper, liquid soap etc, and the cleaning operatives are suitably trained and supervised.

The Second Party agrees to provide an adequate supply of water and electricity, and also to provide a secure place where the First Party's machines and materials may be stored.

4.6 INSURANCE:

Throughout the term of the contract and any extended term thereof, the First Party undertakes to provide insurance cover, and the proof of which will be made available on request. The cover will be for –

- (a) **Workmen's Compensation.**
- (b) **Public Liability.**

Disclaimer

- i) The First Party shall not be held responsible for any damage/ repair/ incident if the same was not reported within 48 hours of its occurrence in writing with sufficient proof that the same has been done by the First Party Staff.
- ii) The First Party shall be legally liable for accidental death or bodily injury to any person and or accidental damage to Second Party property occurring in

only if the same happened whilst the First Party was carrying out the services as stated in the scope of services. Any other work instruction given directly by the Second Party to the staff of the First Party (other than stated and agreed in this service contract) shall not constitute any liability on the First Party or any of its staff.

- iii) The Second Party should ensure that it takes all precautions to safeguard and maintain under proper lock items such as cash, Bank documents and other valuable items. The First Party Shall not be responsible for any acts done as a result of no precautions/ safeguards being taken by Second Party.
- iv) Any alleged theft of property and or money by First Party staff working on the Second Party's Site shall be entertained and or settled provided the same has been reported to the local authorities and has been ascertained and proven in the applicable court of law. The claim shall be limited to the actual amount and does not warrant any deduction/penalty/withholding of payment for the services provided by the First Party.
- v) The Second Party should provide all assistance including evidence of such claim to the authorised personnel of the First Party and its Insurance Surveyor/ loss adjuster.

4.7 SAFETY:

The Second Party will inform the First Party in writing of the applicable safety regulations and areas of possible danger. The First Party will ensure that their employees are made fully aware of all such regulations, and comply with such regulations at all times. Areas to be cleaned should have a proper access to perform the job safely.

4.8 STAFF:

- i) All First Party staff will be uniformed and on First Party's visa.
- ii) The First Party staff will work under the direct supervision of the Second Party and shall be responsible for his health and safety at site and ensure that the work scope is limited to what is stated in the contract. The Second Party will ensure that summer break timings (12:00 hrs to 15:00 hrs from June to September) are followed and staff are not instructed to carry out any outdoor task/ assignment. Any fines would be to the Second Party account.
- iii) If the Second Party realises that the performance of First Party Employee is poor, the Second Party will notify the First Party of this fact and the First Party has an obligation to arrange a proper replacement within 48 hours and also in case of sickness.
- iv) It is agreed that the Second Party will not during the term of this contract, and for a period of six months after its termination, for whatever reason, employ or seek to entice any employee of First Party who was employed to



work on the contract at any time to join the organization of the Second Party or its subsidiary.

4.9 INVOICING:

E-invoice shall be emailed at the beginning of each month on the email address provided as per clause 4.10. Unless otherwise notified to us before the end of the month in writing all invoices shall be deemed to be received electronically. Any absenteeism or work not completed during the month will be adjusted in the following month or through a credit note after verification. Part month's charged pro-rata on the basis of frequency of service. Any discrepancies or clarification on billing must be intimated within 7 days from the date of invoicing. The First Party reserves the right not to entertain any request for adjustment or refund after this period and the invoice amount has to be settled in full.

4.10 OFFICIAL CONTACT:

Any communication via telephone or email will be done on the address provided in this contract. Should there be any change in the contact details the same should be informed to us through official notification via email or letter. Any other additional contact details for department such operation's/HR/Finance/Purchase should also notified to us in advance so that correspondence with the respective department can be done directly.

4.11 VAT:

As per the federal law with effect from 01st January 2018, VAT will be charged additional (as applicable) on the service charges. The taxed amount will be shown separately on the invoice. It is the responsibility of the Second Party to provide a valid tax certificate with tax registration number (TRN) for availing refund benefit from the FTA.

4.12 TERMS OF PAYMENT:

The Second Party will ensure payment is settled **within thirty days** from the date of invoice via bank transfer or through a current dated cheque only. Payment shall be deemed to be made on actual receipt of the monies due into First Party bank account and not before that. Bank account details for making payment via bank transfer should be done as per bank details printed on the invoice. Payment remittance advice with invoice details should be emailed immediately on settlement to ensure correct payment allocation.

Notwithstanding the contract term in relation to notice periods, the First Party reserves the right to suspend service in the event of non-payment in accordance with the Contract terms of payment, at which time all dues up to the date of the suspension of service will become immediately due for payment, failing which, appropriate action for recovery will be taken. Any costs incurred will be debited to the Second Party's account.

4.13 ASSIGNMENT:

This Contract may not be assigned or transferred, nor the rights granted hereunder be transferred by either party without the written consent of the other party.

4.14 GOVERNING LAW:

This Contract shall be subject with respect of interpretation and enforcement thereof to the laws of Dubai and the United Arab Emirates. The courts of Dubai and the United Arab Emirates shall have jurisdiction over any dispute or conflict that may arise hereunder, that cannot be settled amicably between the parties.

4.15 FORCE MAJEURE:

The First Party shall not be held responsible or liable for any delay or failure to carry out any of its obligation or performance under this agreement caused by an event of force majeure.

The term "force majeure" shall include any circumstances beyond the reasonable control of the First Party and which could not have been anticipated such as - but not limited to - war, riot, civil commotion, insurrection, tide, storm, floods, lighting, explosion, fire or earthquake, road blockage & accidents.

In case of an event of force majeure the First Party shall provide such notice within 24 hours from the occurrence giving details of the cause of the force majeure and how it is affecting the performance under this agreement. The First Party shall endeavour to take reasonable measures to reinstate its services under this agreement as soon as the force majeure event has elapsed or has been remedied. The Second Party shall not be entitled for any compensation for any cost incurred by it as a result of an force majeure event.

5. CHARGES: Excluding VAT

Sr. No.	Scope	Frequency	Time	Charges per month (Dhs.)
a)	Regular Cleaning	5 days	1500 hours onwards	1,170.00
b)	Disinfection	Once a month	-	400.00
Total (Dhs. One thousand five hundred and seventy only) per month				1,570.00

Ret



LAHEJ & SULTAN

7

SIGNED

On behalf of the First Party

Signature: _____

Name: Mohammed A. Atef

Designation: General Manager

Date: 30/03/2021

Company Seal:



Vincent Fernandes – AGM (Sales & Operations)

Antonio Fernandes – AGM (Finance & Procurement)

Ref: L&S/CL/VF/21/10360(Revised 1)

SIGNED

On behalf of the Second Party

Signature: _____

Name: GIUSEPPE FINOCCHIARO

Designation: CONSUL GENERAL

Date: 30/03/2021

Company Seal:



Signature: _____

Signature: _____

ANNEXURE I

CONTACT DETAILS – CONSULATE GENERAL OF ITALY

Department	Name	Contact Number	Email ID
Authorized Signatory			
Operations Department Head			
HR			
Finance	Giuliano Cola	04-3314167	Contab.dubai@esteri.it
Purchase			

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