AGREEMENT FOR THE SUPPLY OF SECURITY SERVICES
BD-C22-0109-179

CIG Z4B378D6E4
(Spark Renewal Contract: BD-C21-0109-144)

This Agreement for the Supply of Security Services (hereinafter called the **"Agreement"**), is made on the 29th day of August 2022.

BY AND BETWEEN

1. **SPARK SECURITY SERVICES SOLE PROPRIETORSHIP L.L.C**, an establishment organized and existing under the laws of the United Arab Emirates and whose principal office is at P O Box 37940, Abu Dhabi, United Arab Emirates (hereinafter referred to as the **"Contractor"**).

AND

2. **CONSULATE GENERAL OF ITALY IN DUBAI,** whose registered office is at P.O. Box: 9250 Dubai, United Arab Emirates (hereinafter referred to as the **"Client"**)

WHEREAS:

A. The Client is desirous of using the services of the Contractor to provide security services at as mentioned in Schedule 1 to this Agreement.

B. The Contractor has agreed to provide security services to the Client (herein called the "Security Services"). The Security Services to be provided are more fully described in Schedule 2 to this Agreement.

C. Contractor and the Client have agreed to enter into this Agreement in connection with the provision of the Security Services.

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained, the "Parties" covenant and agree as follows:

Spark Security Services
Sole Proprietorship L.L.C

Head Office Abu Dhabi +971 2 666 1132 +971 2 666 5625 P.O. Box 37940, Abu Dhabi, UAE

Dubai	**Sharjah**	**Al Ain**	**Al Dhafra Area**	**Ajman | Ras Al Khaimah | Fujairah | Umm Al Quwain**
+971 4 432 7915	+971 6 574 7000	+971 3 766 6307	+971 50 154 1223	+971 7 228 9333
+971 4 421 4259	+971 6 573 1113	+971 3 766 6309	+971 55 883 7519	+971 7 227 7798
P.O.Box 62130, Dubai	P.O.Box 5491, Sharjah	P.O.Box 16761 Al Ain		P.O.Box 1534, Ras Al Khaimah

@ sparksec@emirates.net.ae

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1. DEFINITIONS

The following terms shall have the following meanings:

1.1 "Commencement Date" means With Effect from **01st September 2022.**

1.2 "Payments" means the amounts specified in Schedule 3.

1.3 "Premises" is more fully described in Schedule 1 to this Agreement.

1.4 "Term" means, subject to the provisions of Clause 3, the period of One (01) Year from the Commencement Date.

2. OBLIGATIONS

2.1 The Contractor will provide the Client with security guards (hereinafter called the "Security Guards") to provide Security Services at the Premises. The number of Security Guards to be provided is more fully described in Schedule 3 to this Agreement.
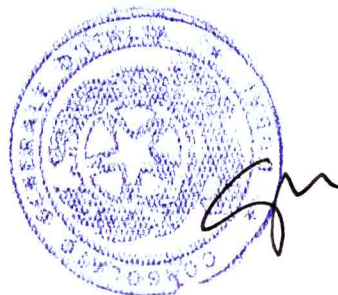
3. TERM

3.1 The term of this Agreement is for a period of One (01) Year commencing on **01st September 2022** and expiring on **31st August 2023.**

3.2 Notwithstanding Clause 3.1 above, either Party may terminate this Agreement by giving one (1) month's written notice of such termination to the other Party.

4. FEES OF SERVICE, SETTLEMENT & LOCATIONS

4.1 The Client agrees to pay the Contractor for the services of each Security Guard in accordance with the table in Schedule 3 to this Agreement.

5. CONFIDENTIALITY & AGREEMENT NOT TO HIRE

5.1 The Contractor and its employees shall not at any time either during the term of this Agreement or thereafter divulge any information with respect to the Client and its business, the secured premises, the names of employees/residents of the Client, or any other information or security details, and all such information or knowledge shall be kept confidential and shall not in any manner be revealed to anyone.

5.2 The Client shall not offer or accept to hire any Spark Security Services employee during the period of this Agreement or while Spark Security Services is the service provider.

6. ACCOUNTS

6.1 The Contractor will submit, on a monthly basis, an invoice for the provision of the Security Services during the previous month. The invoices will specify the number of guards provided for the specific period and the applicable rates.

6.2 The Contractor must indicate in the invoices our CIG number **CIG Z4B378D6E4.**

6.3 The Client will remit payment of each invoice to the Contractor within Thirty (30) days of receipt of the original invoice. The Contractor's Bank details are more fully described in Schedule 3 to this Agreement.

7. UNIFORM, EQUIPMENT, ACCOMMODATION AND TRANSPORTATION

7.1 The Contractor will provide all uniform, accommodation and transportation, necessary for the Security Guards to perform their duties in accordance with this Agreement unless otherwise specified.

7.2 The Client shall provide all the basic onsite facilities (AC and toilet) to the guards, during the Covid-19 pandemic, the client shall additionally provide appropriate masks, gloves and sanitizers recognized as resistant to Covid-19
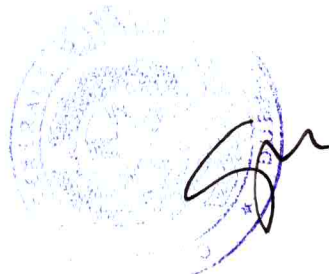
8. WORKERS' COMPENSATION

8.1 The Contractor will maintain appropriate Workmen's Compensation Insurance that is legally required as a result of the provision of the Security Services. The Client may request evidence of the coverage as required.

9. INSURANCE

9.1 The Contractor shall maintain the following insurance coverage:

9.2 Comprehensive general liability insurance covering bodily injury or death to Security Guards or loss or damage to property in the amount not less than AED 1,000,000. The Client may request evidence of the coverage as required.

10. PAYMENT OF WAGES

10.1 The Contractor will pay all wages, holiday pay, severance pay and all other related employee expenses required to its employees who provide the Security Services and will comply with all applicable statutes and regulations with respect to wages and the payment of wages and agreements of employment with respect to such employees, it being the intent of the Parties that the liability of the Client for the payment of the Security Services is strictly limited to the amounts referred to in paragraph 4.1.

11. FORCE MAJEURE

11.1   Both parties shall be released from their respective obligations in the event of national emergency, war, prohibitive governmental regulation or if any other cause beyond the reasonable control of the Parties makes the performance of this Agreement impossible.

11.2   The Client shall pay to the Contractor all monies due to the Contractor for services rendered until the occurrence of the force majeure event.

12. QUALITY OF SECURITY GUARDS

12.1   Contractor will ensure that only persons who are duly licensed under the Security Industry Regulation Authority (SIRA) and who are trained and qualified to perform the duties required to be performed by the employees under this Agreement will be assigned to carry out such duties. At the request of the Client, the Contractor will replace any employee who, in the opinion of the Client is not satisfactory.

13. JURISDICTION

13.1   This Agreement will be governed by and construed in accordance with United Arab Emirates Law as applicable in the Emirates of Dubai and any dispute arising under or in connection with it shall be subject to the exclusive jurisdiction of the Dubai Courts.

14. NOTICE

14.1   Any notice required or permitted to be given under this Agreement will be in writing and may be given by delivering same, sending same by facsimile, or mailing same by registered mail in Abu Dhabi with postage or charges prepaid to the following address:

a)   If to Contractor: -

SPARK SECURITY SERVICES SOLE PROPRIETORSHIP L.L.C
P.O. Box: 37940 Abu Dhabi,
United Arab Emirates.

Attn.:   Engr. Al Anood Abdulla Al Mulla, Chief Executive Officer
          Tel. No. 02-6661132
          Fax. No. 02-6665625
          Email: bd@sparksec.ae

b)   If to the Client: -

CONSULATE GENERAL OF ITALY IN DUBAI
P.O. Box: 9250 Dubai.
United Arab Emirates.

Attn: Ms. Alessia Cantagallo, Attaché for Administrative and Financial Affairs
         Tel   : +971 4 3314167
         Email   : contab.dubai@esteri.it

Or to such other addresses as may be notified in writing from time to time by either Party to this Agreement.

14.2 Any notice delivered or sent by facsimile on a business day will be deemed conclusively to have been received on the day the notice was delivered or the facsimile sent.

14.3 Any notice sent by mail will be deemed to have been received five (5) business days after the time of mailing, provided, however that if at the time of mailing or between the time of mailing and the actual delivery of the notice postal services are disrupted for any reason, any notice sent by mail will be deemed to be delivered only when actually delivered.

15. ENTIRE AGREEMENT

15.1 The provisions herein contained constitute the entire agreement between the Parties and supersede all previous communications, representations and agreements whether verbal or written, between the Parties with respect to the subject matter hereof.

16. HEADINGS

16.1 The headings appearing in the Agreement have been inserted for convenience of reference only and in no way define, limit, or enlarge the scope or meaning of the provisions of this Agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the day and year first above written.

Signed the	:	29th August 2022
At	:	Abu Dhabi

For & on Behalf of

SPARK SECURITY SERVICES SOLE PROPRIETORSHIP L.L.C

By

Engr. Al Anood Abdulla Al Mulla
Chief Executive Officer

Signed the	:	29th August 2022
At	:	Dubai

For & on Behalf of

CONSULATE GENERAL OF ITALY IN DUBAI

By

Giuseppe Finocchiaro
Consul General of Italy in Dubai

Annex 1

The Site

The Parties agree to provide services at the following Site:

Location: 17 Floor World Trade Center, Sheik Zayed Rd - Dubai

* The client is not entitled to redeploy or be provided services at any other location than named in this Agreement without permission in advance from Spark Security services.

Annex 2

Security Services

The Contractor has agreed to provide the following security services to the Client:

1. To patrol and maintain the security of the Site.

2. Control access to and egress from the Site(s) premises.

3. Monitor CCTV, if available.

4. Physical protection of the Facility and Assets.

5. To report irregularities to the Client's security department and.

6. To provide any further Security Services as the Contractor and Client deem appropriate and as may be required by the Client from time to time.

Annex 3

Payment

- Spark Security Services will provide Security Services as per the below table and they will be located in or at the Premises. This number could be increased or decreased at the option of the Client providing the notice period as set out under Section 3 – Term of this contract.

- The Client agrees to pay the Contractor for the services of each Security Guard as follows: -

Proposal for Security Services @ Dubai					
Accommodation & Transportation Provided by Spark					
Location	Category	Qty.	Shift Hrs.	Unit Rate	Total Charges - AED
				Per Month	
Dubai	Male Guard	1	12Hrs/5 Days	3,460.00	3,460.00
Monthly Manpower Charges Excluding VAT - AED					3,460.00
Annual Manpower Charges Excluding VAT - AED					41,520.00
VAT Value (5%)					2,076.00
Total Annual Charges Including VAT 5% - AED					43,596.00

NOTES:

1. Additional temporary service in the site (**CONSULATE GENERAL OF ITALY IN DUBAI**) will be provided based on **AED 240** per shift for all Categories except Public Holidays and Ramadhan.

2. No cash payment will be accepted.

3. Any Additional COVID 19 Test will be charged separately if required

4. Accommodation & Transportation Provided by Spark

5. Any additional services required during Public Holidays and Ramadhan will be charged **AED 300** for all Categories.

- The Contractor will increase or decrease the billing rates if there is any increase or decrease in any Legislated statutory requirements relating to employee benefits, rules, regulations or any other costs including taxation only by the amount of the cost of the increase or decrease, provided that the Client is provided with evidence of the legislation to the Client's satisfaction. If there is no agreement between the Client and the Contractor, Spark Security Services reserves the right to terminate services with one (1) month notice.

- Spark Security shall be entitled to terminate this Contract immediately and without any penalty or any other liability to the Customer whatsoever in the event that the Customer fails to pay any sum due to Spark Security under the terms of this Contract within 30 (thirty) days of any such sum becoming due.

- The Client will remit payment of each invoice to Spark Security Services Sole Proprietorship LLC. within thirty (30) days of receipt of the original invoice to: -

HSBC Bank Account No. 001-142660-001

IBAN NO. AE210200000001142660001

PO Box: 37940 Abu Dhabi, United Arab Emirates upon receipt of each invoice.