

CONT: 921(R1)/SEC/19

CONTRACT AGREEMENT

LAHEJ & SULTAN SECURITY L.L.C
PROVISION OF SECURITY SERVICES
HOLDING LICENSE NO. 553506
TRN NO. 100036206900003

AND

CONSULATE GENERAL OF ITALY,
HOLDING THE LICENSE NO. _____
TRN NO. _____

P.O. BOX - 9250,
DUBAI - UNITED ARAB EMIRATES

AT
SH. RASHID TOWER -
17TH FLOOR
DUBAI

CONTRACT AGREEMENT

THIS AGREEMENT ("AGREEMENT") is made and entered into effective as of the 01ST day of September 2020 (01/09/2020)

BETWEEN:

(1) **Lahej & Sultan Security L.L.C** a company incorporated under the laws of Dubai, Holding The License No. 553506, TRN No. 100036206900003 whose registered office is at P.O Box: 115464, Dubai, U.AE. (Hereinafter Referred to as the First Party) whose telephone No. is 04-3371212 and Fax No. 04-3371737.

AND

(2) **Consulate General of Italy in Dubai** P.O Box: 9250, Dubai, United Arab Emirates (Hereinafter Referred to as the Second Party) whose telephone No. is +971 4 3314 167 and Fax No _____

Whereas, the First Party is engaged in the business of providing **SECURITY SERVICES**.

And Whereas the Second Party is desirous to benefit from the services, skills and proficiency of the First Party, and for the purposes thereof the Second Party will require the security services of the First Party.

Whereas, the First Party agrees to provide such services in accordance with and subject to the terms and conditions of this agreement

Therefore, the Parties hereto agree and covenant as follows:

Clause 1:

The foregoing preamble constitutes an integral part of this Agreement and shall be read with it.

Clause 2 : Premises to be secured

**Italian Consulate in Dubai World Trade Centre, Shk.Rashid
Tower, 17th Floor – Dubai – U.A.E.**

Clause 3 : Contract Term

This Agreement shall be for a period commencing from 01st September 2020 until 31st August 2021 (Both days inclusive).

Clause 4 : The First Party's Obligations

The First Party hereby agrees to provide the following services to ensure the execution of the herein contract:

- a) The First Party shall provide uniformed Security Guards, with their visas which shall be solely the responsibility of the First Party.
- b) The First Party shall supply such uniformed and trained personnel as may be necessary to provide the services specified in Clause 7 to this agreement.
- c) The First Party shall provide adequate supervision of the personnel to ensure proper performance of the security services,
- d) The First Party shall prepare such reports and other information as may be mutually agreed upon and attend scheduled regular meetings with the Second Party
- e) The First Party personnel's will be instructed not to accept or give any gratuity or reward under any shape or form.
- f) The First Party shall use its reasonable endeavors to safeguard all property and equipment of the Second Party entrusted to the later for its own use and under its control (reasonable wear and tear accepted) during the performance of the security services.
- g) **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, armed terrorist activities, sabotage, trade union disturbances, riots, civil commotion, mob attacks, insurrection, tide, storm, floods, lightning, 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 endeavor 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 a force majeure event.



- h) The First Party shall not be held responsible for any damage caused to the premises subject of the herein Agreement due to sabotage, trade union disturbances, riots, mob attacks or armed terrorist activities or events of force majeure.
- i) The First Party shall be solely responsible for the transportation of the security officers unless otherwise agreed in writing.
- j) The First Party shall ensure its security guards are covered for workmen's compensation.
- k) E-invoice shall be emailed at the beginning of each month on the email address provided as per clause 4.1. 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.

4.1 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. (Refer Annexure I)

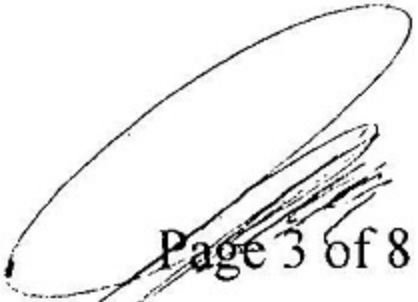
4.2 VAT:

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.

4.3 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.**



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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 Second Party should ensure that it takes all reasonable 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 such precautions/ safeguards being taken by Second Party.
- iii) 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.
- iv) The Second Party should provide all assistance including evidence of such claim to the authorized personnel of the First Party and its Insurance Surveyor/ loss adjuster.

Clause 5 : The Second Party's Obligations

The Second Party in his turn hereby agrees to adhere to the following:

- a) The Second Party shall pay to the First Party at the end of each calendar month its due professional fees in consideration of the provided security services.
- b) 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.
- c) The First Party may have the right to suspend its services and withdraw its security guards in the event of any breach of the herein Agreement including but not limited to the delay or non-payment by the second party.
- d) Such suspension will hold the Second Party immediately liable to pay the outstanding amounts up to the date of services suspension.
- e) The Second Party irrevocably undertakes and acknowledges that during the term of the herein agreement and within (6) months after its termination



whether with or without termination notice, not to employ or seek to employ any of the First Party's employees without the prior written consent of the later. In the event of such breach, the First Party shall be entitled to immediately withdraw the services dictated in the herein Agreement without any further notice.

- f) The Second Party shall immediately notify the First Party in writing of any changes that may occur in the Second Party's premises or any other circumstances that could affect the effectiveness of the security services being provided and which are or likely to necessitate a change in the assignment instructions.
- g) The Second Party hereby undertakes during the herein contract term, not to sub-contract any third party for the security services subject of the herein contract without the prior written consent of the First Party.

Clause 6 : Exclusion Provisions:

The First Party shall not (unless otherwise expressly stated) be responsible for any loss or damage caused to the second Party Premises, or in any way be liable for any loss sustained by the Second Party, if the latter is in breach of any of its obligations under this Agreement.

Clause 7 : Remuneration

- (1) In consideration of the security services rendered under the herein agreement, the Second Party shall throughout the duration of the Agreement pay to the First Party The Total Sum of **AED 3,097.00** (AED. **Three Thousand Ninety Seven Only**) per month. Including VAT.
- (2) The pricing is solely based on the present shift timings/scope of work as stipulated in this agreement.
- (3) Any increased costs imposed on the company by government legislation, including any changes in law for minimum salary for Guards will after consultation, be reflected in the monthly charges set out in this contract.

Security Services at The Italian Consulate Building 17th Floor Dubai World Trade Centre - Dubai

| Details of Offer | Nos. | Unit Rate (AED) | Total Amount per month (AED) |
|--|------|-----------------|------------------------------|
| Provision of One Male Security guards on 12-hour Day shift from 0700 to 1900 hours x 5 days a week excluding Fridays, Saturdays and Public Holidays. | 01 | 3097.00 | 3097.00 |
| Total (Including VAT) | | | 3097.00 |

Clause 8 : Miscellaneous

Entire Agreement

This Agreement supersedes all previous Agreements, understandings and arrangements by the parties. The Parties Hereby Acknowledge and agree that this agreement shall define and determine the contractual relationship between them during its term.

Clause 9 : Amendments and Assignment

Amendments or supplements to this contract are valid when made in writing and duly signed by both parties.

Neither party will assign or otherwise dispose of its rights and obligations under this agreement without the prior written consent of the other party.

Clause 10 : Governing Law and Jurisdiction

This Agreement shall be governed by, and construed in accordance with, the laws of the Emirate of Dubai, United Arab Emirates. Any dispute arising on the interpretation or the implementation of this Agreement shall be resolved amicably through conciliation and mutual agreement between the parties.

In the event the parties cannot resolve such dispute amicably, then the same shall be referred to the competent courts of the Emirate of Dubai.

Clause 11 : Confidentiality

Lahej & Sultan will use its reasonable endeavors to ensure that its staff shall not at any time without the Second Party's consent disclose, divulge or make known to the public any confidential information relating to the Second Party, or its business.



In Witness whereof, both parties agree to having read and accepted all the above clauses.

Signed on behalf of the First Party

Signed on behalf of the Second Party

Signature: 

Signature: _____

Name: Mohammed A. Atef

Name: ! Console Generale

Valentina Setta

Designation: General Manager

Designation: _____

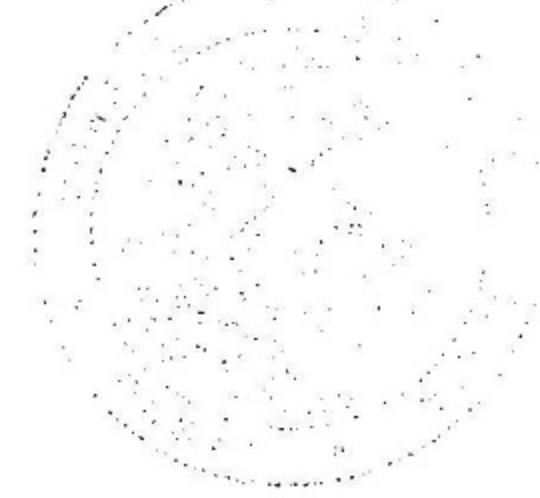
Date: 27.08.2020

Date: 01 SEP 2020

Company Seal: _____

Company Seal: _____

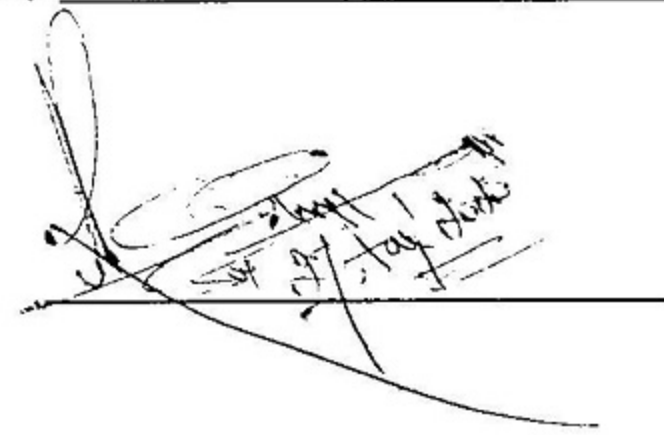
لاحج وسلطان للحراسة (ش.ذ.م.م.)
LAHEJ & SULTAN SECURITY (L.L.C.)
P.O.Box: 115464, DUBAI - U.A.E.
TEL: 3371212



Mr. Antonio Fernandes – AGM(Finance & Procurement)



Prepared by: Mr. Remy Jones – Security Manager



CONTACT DETAILS – CONSULATE GENERAL OF ITALY

| Department | Name | Contact Number | Email ID |
|-------------------------------|-----------------|----------------|-------------------------|
| Authorized Signatory | Valentina Setta | 04-3314167 | |
| Operations Department Head | | | |
| HR | | | |
| Finance | | | |
| Purchase | Giuliano Cola | 04-3314167 | giuliano.cola@esteri.it |

CONTACT DETAILS – LAHEJ & SULTAN

| Department | Name | Contact Number | Email ID |
|-------------------------------|------------------|--------------------------|-----------------------------|
| Authorized Signatory | Mohammed A. Atef | 04-3377999 | mohammed@lahejsultan.ae |
| Operations Department Head | Remy Jones | 056-5258958/ Ext. 206 | remy@lahejsultan.ae |
| Sales Consultant | Remy Jones | 056-5258958/ Ext. 206 | remy@lahejsultan.ae |
| Co-Ordinator | Minor Sherpa | 054-4980549/ Ext. 138 | lasssec4u@lahejsultan.ae |
| Credit Control | Maria Pereira | 054-4969735/ Ext. 113 | collection@lahejsultan.ae |
| Invoicing Queries | Bryn Barretto | 054-4969733/ Ext. 103 | invoicing@lahejsultanops.ae |
| Contracts Queries | Shantaram Bude | 054-4980541/ Ext. 107 | contracts@lahejsultan.ae |