

Contract ID No. 0010/2019

AGREEMENT FOR SURVEILLANCE OFFICERS SERVICES EMBASSY BUILDING

CIG: Z492384328

AN AGREEMENT made between

Almajal Group Four s For Security and safety Company (AlmajalG4s), whose address is at P.O. Box: 31049 Jeddah 21497 Tel. 012/6652800 Fax: 012/6675036 Represented herein by Mr. Ahmed Said Abdelaal (Hereinafter referred to as "almajalG4s")

And

Embassy of Italy, whose address is Riyadh, SAUDI ARABIA, P.O. Box 94389 Riyadh 11693 Tel No: +966 -11-4881212 Fax No: +011- 4881951 Represented herein by LUCA FERRARI The Ambassador of Italy.

Both Parties agree that the terms and conditions mentioned herein and those printed along with the annexures 1,2 & 3 shall form part of this Agreement and shall have the same force and effect, as if set out in the body of this Agreement.

OTHER TERMS AND CONDITIONS

Each of the Surveillance officers shall work (8) hours daily (7) days a week Based on Annexure 1

In witness whereof the parties here to have at Jeddah affixed their signatures on this day of 20 May 2019.

Signed on behalf of

AlmajalG4s

Signature.

Name: Mr. Ahmed Said Abdelaal
Position: Director- ESS Division
Tel. 02/6652800
Fax. 02/6675036

Signed on behalf of

Embassy of Italy

Signature

Name: Luca FERRARI
Position: Ambassador
Tel. +966 - 11- 4881212
Fax. + 966 -11- 4881951

TERMS AND CONDITIONS

PART 1 GENERAL

1. The **Client** has entered into this Agreement with **almajalG4s** for surveillance officers Services on the terms and conditions, as detailed herein and in the annexures 1, 2 & 3 attached herewith.
2. **almajalG4s** shall provide the Surveillance officers services at the premises and locations of the **Client**, specified in annexure 1, as per the Assignment Instructions (annexure 2) with effect from the Start Date (as defined in annexure 1) for the Contractual Period.
3. In consideration of the provision of the Surveillance officers Services by **almajalG4s** in accordance with the terms and conditions of this Agreement, the **Client** agrees to pay to **almajalG4s** the charges set out in annexure 1 (the "Charges"). The Charges are inclusive of service tax, VAT and/or any other applicable taxes levied by the government or appropriate authority on the Surveillance officers Services from time to time, which shall be charged in addition.
4. **almajalG4s** shall raise an invoice for the Surveillance officers Services rendered each month and the same shall be paid by the **Client** without deduction in accordance with the payment terms set out in **Part Six (Payment Terms)** of this Agreement.

PART 2 OBLIGATIONS OF almajalG4s

5. **almajalG4s** shall prepare in writing, in conjunction with the **Client**, the annexure 2 "Assignment Instructions" for the **Client's** Premises listed in annexure 1. Such Assignment Instructions shall be mutually agreed to in writing by both parties in advance of the Start Date of the provision of the Surveillance officers Services. Authorized representatives of both parties, prior to implementation thereof, shall mutually agree to any future amendment to such Assignment Instructions in writing. The Assignment Instructions (annexure 2) as mutually agreed between the Parties and as amended from time to time during the Contractual Period shall always form part of this Contract.
6. **almajalG4s** will provide the Surveillance officers personnel as per annexure 1 for the performance of the Surveillance officers Services hereunder in accordance with the Assignment Instructions (annexure 2). The Surveillance officers personnel deployed shall be employees of **almajalG4s** who are duly qualified and licensed to provide the Surveillance officers Services and **almajalG4s** will bear and be responsible for all statutory liabilities in respect of such employees of **almajalG4s**.
7. The **Client** shall have the right to require **almajalG4s** to remove any Surveillance officers personnel or other employees of **almajalG4s** that the **Client** reasonably considers to be undesirable or otherwise and similarly, **almajalG4s** reserves the right to replace the Surveillance officers officer with prior written notice of no less than seven days to the **Client**, emergencies exempted.
8. **almajalG4s** will insure its Surveillance officers personnel engaged in the performance of the Surveillance officers Services against personal injury and death whilst performing their duties under this Agreement and all applicable laws and regulations.
9. **almajalG4s** will use reasonable skill and care in the provision of the Surveillance officers Services in accordance with good industry practice. **almajalG4s** will provide proper and adequate supervision to ensure that the Surveillance officers Services are performed in accordance with the Assignment Instructions and the terms and conditions of this Agreement.
10. During the Contractual Period, **almajalG4s** may increase the Charges for providing the Surveillance officers Services by giving two months prior notice at any time after the completion of the first eleven (11) months of the Contractual Period. In the event such an increase is agreed by the client, the new fee scale will be fixed for the subsequent eleven (11) months of the contract period before it can be subject to another review.
11. In the event that **almajalG4s** gives the notice as described in clause 10 above, the **Client** may, within one month from the date of service of such notice, either negotiate an agreeable increase or give **almajalG4s** a 30 days' notice to terminate this Contract. During the period of such notice of termination, the proposed increase in the Charges shall not apply.
12. **almajalG4s** shall not and shall ensure that none of its employees use any Intellectual Property of the **Client** without the prior written consent of the **Client**.

PART 3 LIABILITY OF almajalG4s

13. Subject to the **Limit of Liability** which has been stipulated in clause 42, **almajalG4s** shall indemnify and hold harmless the **Client** and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by **almajalG4s** or any of its employees engaged in the provision of the Surveillance officers Services to the **Client**.
14. **almajalG4s** shall not be liable in any way whatsoever and the **Client** hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly:
- 14.1. resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks;
- 14.2. consisting of, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to an act or the negligence or default of **almajalG4s's** Surveillance officers personnel.
15. **almajalG4s** will not be liable in any way whatsoever and the **Client** hereby expressly waives any right to any loss, injury, damage, cost or expense:
- 15.1. resulting from theft/loss (other than by **almajalG4s's** Surveillance officers personnel) of any moveable goods such as Keys, Laptop Computers, Mobile Phones, CD Rom's, Hard Disks, Organizer's or any other similar goods which are not specifically handed over to **almajalG4s** in writing as part of the Assignment Instructions (annexure 1).
- 15.2. resulting from events caused by the acts of the **Client**, its employees or agents.
- 15.3. howsoever caused, which is not caused as a direct result of any wrongful act, negligence or breach of contract by or on behalf of **almajalG4s** in connection with the provision of the Surveillance officers Services.
16. **almajalG4s**, its servants or agents, shall not be liable to the **Client** in any circumstances or to any extent whatever in respect of any loss or damage suffered by the **Client** unless:
- (i) written notice of the breach of contract, negligence or wrongful act on the part of **almajalG4s** alleged to have resulted in the loss or damage is received by **almajalG4s** within seven (7) days of its occurrence,
- (ii) the **Client** renders all reasonable assistance to **almajalG4s**, including, without limitation, making available to **almajalG4s** all its records and information relating to the alleged incident, to allow **almajalG4s** and its advisers (including, without limitation, its insurers) to conduct a proper investigation of the matter, and
- (iii) any claim or legal proceedings by the **Client** against **almajalG4s** arising hereunder in respect of any loss, damage or injury, is brought by the **Client** to the notice of **almajalG4s**, within four weeks from the date thereof.
17. **almajalG4s's** liability under this Agreement is subject to the **Client** being up-to-date with its payments in accordance with Part Six of this Agreement. In the event the **Client** is in material breach of any of its obligations under Part Six, **almajalG4s** shall not be liable under this Agreement for any loss or damage howsoever caused, except for death or personal injury caused by its gross negligence or willful misconduct or loss or damage caused as a direct result of any wrongful act.
18. The **Client** will indemnify and keep indemnified **almajalG4s**, its directors and employees against any liabilities, losses, expenses or other costs, **almajalG4s** may incur in connection with any claims or enforcements against **almajalG4s** by any third party, as a result of any breach by the **Client** of its obligations under this Agreement, or negligence or wrongful act by the **Client**.
19. Notwithstanding any other provision contained herein, neither **almajalG4s** nor the **Client** will be liable for any indirect, consequential, special or punitive loss or damages.
20. The remedies available to the **Client** and third parties and the liability **almajalG4s** accepts under this Agreement are, to the extent permissible by law, the only remedies of the **Client** and the absolute limit of **almajalG4s's** liability arising under, out of or in connection with this Agreement. All other liability is expressly excluded.

PART 4 CLIENT'S OBLIGATIONS

21. No employee of **almajalG4s** will be contracted or employed by the **Client** within a period of 6 months after such employee ceases to be employed by **almajalG4s** (each a "Restricted Employee"). The **Client** may recruit an employee of **almajalG4s** only after a clear gap of six months from the date of his ceasing to be employed by **almajalG4s**. If the **Client** breaches this clause, the **Client** agrees to pay to **almajalG4s** twelve months salary for each and every such Restricted Employee recruited by the **Client**.
22. The **Client** covenant to provide a safe and hygienic work environment for **almajalG4s**' employees working at his location, including but not limited to, maintaining its premises and work areas in compliance with all international standards applicable health and safety laws, regulations, and ordinances. Further, the **Client** will be liable for the consequences loss or damage that resulted from neglect or omission in compliance with the mentioned standards.
23. The Surveillance officers Services to be provided by **almajalG4s** under this Agreement are for the exclusive use of the **Client** at the Premises stated in annexure 1 and cannot be subcontracted to or used by third party or transferred to another premises without prior written consent of **almajalG4s**.
24. Except as expressly otherwise provided, the **Client** will take all actions required to be taken by the **Client** under applicable law to avoid any damage, loss or injury to **almajalG4s**'s Surveillance officers personnel and equipment at the Premises and will, at its own expense, provide in a timely manner all equipment and facilities at the Premises as reasonably required by **almajalG4s** to enable its employees to carry out the Surveillance officers Services. Such equipment and facilities shall include, without limitation, Operator cabin, Surveillance officers office, adequate heating/air conditioning, lighting, power, toilet facilities and telephone, office table, chair, drinking water, office stationery, files, ledgers, registers etc.
25. The **Client** shall comply with and fulfil all reasonable instructions and Surveillance officers recommendations (if any) made in writing by **almajalG4s** in connection with the performance of the Surveillance officers Services.
26. The **Client** shall provide on a timely basis all information and materials reasonably required to enable **almajalG4s** to provide the Surveillance officers Services. **almajalG4s** will rely on, and will not independently verify, the accuracy and completeness of any information supplied by the **Client**. The **Client** shall be responsible for informing **almajalG4s** of any changes to the information originally presented to it.
27. To enable **almajalG4s** to provide the Surveillance officers Services, the **Client** will ensure that its employees are available, during the **Client**'s ordinary business hours, to provide such assistance, as **almajalG4s** reasonably requires and that **almajalG4s** is given reasonable access to the members of the **Client**'s staff as specified in annexure 2 "Assignment Instructions". If any of the **Client**'s staff fails or is unable to perform as required, the **Client** will make suitable additional or alternative staff available.
28. The **Client** acknowledges that in the event of a failure or inability of **almajalG4s** to provide the Surveillance officers Services where such failure or inability is directly attributable to any failure by the **Client** to comply with its obligations under this Contract, then **almajalG4s** shall not be liable for any resulting loss to the **Client**.

PART 5 CONFIDENTIALITY

29. Each of **almajalG4s** and the **Client** shall not, and shall procure that its employees and agents shall not, disclose, divulge and / or disseminate to any third party, any Confidential Information of the other party (including, without limitation, the Assignment Instructions, Annexure and other subsequent Agreements). This obligation will not apply to information, which is or becomes public knowledge through no fault of the parties or was already known to or becomes known to the receiving party without any obligation of confidentiality, as well as information, which the parties might be required to disclose under applicable law or by order of competent judicial or governmental authority.

PART 6 PAYMENT TERMS

30. The **Client** shall pay **almajalG4s**'s invoices as per the Charges specified in annexure 1 to **almajalG4s** Bank account as per annexure 3, within 15 day of service delivery completed for the preceding month by the **Client**. Any objection by the **Client** to any such invoice raised by **almajalG4s** should be made within 15 working days from the date of the invoice, failing which the invoice shall be deemed to have been accepted by the **Client** without dispute. Each invoice must include the following CIG number, CIG : Z492384328

31. Payment by the **Client** for the Surveillance officers Services provided hereunder shall be a fundamental obligation under this Agreement. Any default of payment beyond thirty days (unless the subject of a bona fide dispute), shall entitle **almajalG4s** (at its discretion) to suspend or terminate this Agreement. The **Client** shall make the payment either by Account Payee Cheque, by Demand Draft or Bank Transfer to the bank account of **almajalG4s** as may be notified by **almajalG4s** to the **Client**.

PART 7 FORCE MAJEURE

32. Neither party shall in any circumstances whatsoever be liable to the other party for any delay or failure to fulfil its obligations under this Agreement (other than the payment of money already due at the time) where any such delay or failure is caused in whole or in part by any Act of Terrorism, Biological or Chemical Contamination, Nuclear Risks, or to the extent that any such delay or failure arises from any other cause beyond its control, including, without limitation fire, floods, acts of God, acts or regulations of any governmental or supranational authority, war, riots.
33. In the event of a strike or other industrial action at the Premises listed in annexure 1 by the **Client's** or a third party's employees, unless otherwise agreed between **almajalG4s** and the **Client**, **almajalG4s's** employees will not be required to carry out additional duties which do not relate to the Surveillance officers of the Premises or its contents, or perform any duties of a strike breaking nature.

PART 8 DURATION

34. Subject to Part 10, this Contract will remain in force for the period of 1 year from the Start Date stipulated in annexure 1 unless or until terminated by either party giving the other party not less than three (3) months' written notice at any time ("the **Contractual Period**").

PART 9 ADDITIONAL SERVICES

35. If **almajalG4s** agrees to provide any Surveillance officers services requested by the **Client** in addition to the Surveillance officers Services (the "**Additional Services**"), such Additional Services shall be subject to the terms and conditions of this Contract. Additional Services shall be provided at the rates shown in annexure 1 under Additional Services. Where the Client requires Additional Services on a long term basis then a further annexure 1 specifying such Additional Services shall be appended to the Contract and shall form part of the Contract from date of signature by both Parties.
36. Such Additional Services shall be supplied on receipt of a signed instruction, signed by an authorized representative of the **Client** that shall form part of the Contract.
37. **almajalG4s** will raise invoices for any Additional Services monthly in arrears and the **Client** shall pay such invoices within 15 days after the date of receipt of such invoices. The provisions of Part Six shall apply to such invoices.

PART 10 TERMINATION

38. This Contract may be terminated forthwith by either party by giving written notice to the other if:
- 38.1. The other party is in material breach of its obligations under this Contract and, in case such breach is capable of being remedied, fails to remedy that breach within thirty days of receiving notice from the non-breaching party of such breach (such notice to specify that it is given under this Part);
- 38.2. The other party commits an act of bankruptcy or goes into liquidation other than for the purposes of reconstruction or amalgamation or suffers the appointment of a receiver or administrator of any of its property or income or makes any deed or arrangement with or composition for the benefit of any of its creditors.
39. This Contract may be terminated by either party without cause by giving the other party three (3) months prior written notice thereof.



PART 10 GOVERNING LAWS AND SETTLEMENT OF DISPUTE

40. Any claims, dispute and or difference (including a dispute regarding the existence, validity or termination of this Agreement) arising out of, or relating to this contract including interpretation of its terms will be resolved through joint discussions of the authorized representatives of the parties. However, if any such claim, dispute or difference cannot be resolved through such joint discussions within thirty (30) days of the date of the notice issued by either party requesting such joint discussions then either party may refer the claim, dispute or difference for adjudication by arbitration by a single arbitrator in accordance with the rules of **Saudi Arabia**. The venue for the arbitration will be **Jeddah**. The decision of the arbitrator shall be final and binding on the parties.
41. This Contract is governed by the laws of **Saudi Arabia** and, subject to clause 40, shall be subject to the exclusive jurisdiction of the courts in **Saudi Arabia**.

PART 11 GENERAL

42. In this Contract including the Annexures the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them as the following :

- "Agreement" The words "Agreement" and "Contract" have been used interchangeably and mean this agreement along with its annexures.
- 'Act of Terrorism' shall mean and refer to any act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- 'Biological or Chemical Contamination' shall mean contamination, poisoning, or prevention and/or limitation of use of objects due to the effects of biological or chemical substances.
- 'Computer Virus' shall mean and refer to a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to "Trojan Horses", "worms" and "time or logic bombs".
- 'Confidential Information' shall mean all or any information of a confidential nature (whether or not recorded in documentary form or on computer disk or tape or otherwise recorded or retained) and whether or not such information is expressly stated to be confidential which is obtained and/or received during the tenure of this Contract and relates directly to the business and/or assets of Client or almajalG4s.
- 'Electronic Data' Shall mean and refer to facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes computer programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
- 'Intellectual Property' shall mean any patent, copyright, registered design, manufacturing know-how or other industrial or intellectual property right whether registered or unregistered and includes applications for any of the foregoing.
- 'Limit of Liability' shall mean the amount equivalent to one month's Charges for the Surveillance officers Services per incident or series of incidents arising out of the same event subject to an annual aggregate of an amount equivalent to three month's Charges for the Surveillance officers Services for all claims in any year of the Agreement.
- 'Nuclear Risks' shall mean and refer to ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.



43. If any provision of this Contract is held to be invalid or unenforceable in whole or in part, such provision shall be deemed not to form part of this Contract and the validity and enforceability of the remainder of this Contract will not be affected by any such invalidity or unenforceability.
44. This Contract forms the entire agreement between the **Client** and **almajalG4s** relating to the provision of the Surveillance officers Services. It replaces and supersedes any previous proposals, correspondence, understandings or other communications whether written or oral in connection with the matters contained herein.
45. If, under this Contract, **almajalG4s** is required to supply any computer equipment, it shall be the responsibility of the **Client** to provide and license any anti-virus software where such equipment may be vulnerable to attack by a computer virus. The **Client** shall not hold **almajalG4s** liable for any interruption or damage caused by a computer virus.
46. No waiver, delay or failure by either party in enforcing any provision of this Agreement shall prejudice or restrict the rights of such party under this Contract, nor shall waiver by either party of any breach operate as a waiver of any subsequent breach. The rights, powers and remedies provided to each party in this Contract are in addition to, and do not exclude or limit, any right, power or remedy provided by law.
47. A person who or which is not a party to this Agreement shall not have any right to enforce any provision of this Agreement.
48. Any notice required to be given under this Contract shall be in writing and must be sent by prepaid ordinary post or registered post or by courier to the address of the recipient, or sent by fax to the fax number of the recipient which is appearing in the introduction of the parties above (or if the recipient has notified another address or fax number, then to that address or fax number).



Annexure 1

[This annexure is to describe in detail, the premises and locations where such services are to be delivered and the facilities (if any) to be provided by the Client.]

1. The Start Date is: 01 June 2019
2. The Premise(s) is/are: Italy Embassy Riyadh

No	Location
1	Diplomatic Quarter in Riyadh

Manpower Charges:

Officers Required	Position	Post	Shift Hours	Duty Days	Unit Monthly Charges	Total Monthly Charges
03	Surveillance officers	Main gate	8 Hrs.	Saturday-Friday	SR 4600	SR 13,800

Equipment Charges:

S/No	Type of Equipment	Quantity	Unit Monthly Charges	Total Monthly Charges
	Nil			

Total Charges

S/No	Type of Charges	Total Monthly Charges
1	Manpower Charges	13,800.00
2	Equipment Charges	000
3	(VAT 5%)	690.00
GRAND TOTALS : Fourteen Thousand Four Hundred and Ninety Saudi Riyals		14,490.00

Rates for Additional Services

Details	Per Hour	Per Day
Surveillance officers	SR 94.00	SR 446.25