



Ambasciata d'Italia
Tel Aviv

ANNEX 1

PROFESSIONAL SERVICES CONTRACT

BETWEEN

THE EMBASSY OF ITALY IN TEL AVIV, REPRESENTED BY THE AMBASSADOR OF ITALY TO THE STATE OF ISRAEL, GIANLUIGI BENEDETTI, WITH ITS SEAT IN TEL AVIV, TRADE TOWER BUILDING, 25 HAMERED STREET, 21st FLOOR

HEREINAFTER REFERRED TO AS “**THE CUSTOMER**”, ON ONE HAND

AND MR. **XXX**, CEO OF “**XXX**”, PRIVATE CO. **XXX**, WITH ITS SEAT IN **XXX** (CITY), **XXX** (ADDRESS), CELL. **XXX**,

HEREINAFTER REFERREED TO AS “**THE CONTRACTOR**”, ON THE OTHER HAND,

SURVEILLANCE AND SECURITY SERVICES FOR THE RESIDENCE OF THE AMBASSADOR OF ITALY

(1.1.2020 – 31.12.2021)

TOTAL SUM: NIS **XXX (**XXX** NIS) plus 17% VAT**

This Embassy, following the “*Invitation to Bid*” published on its web site on **XXX**, 2019, the final ranking and adjudication decree of **XXX**, 2019, the contents of which are considered an integral part of this document hereof, stipulates the present contract with the above-mentioned Contractor, for a total amount per year of NIS **XXX** (**XXX** NIS) plus 17% VAT (equivalent to NIS **XXX** plus 17% VAT per month).

The Contractor is being assigned with surveillance and security services at the Residence of the Ambassador of Italy to the State of Israel (Alonim St. no. 6, Ramat Gan). The Residence has a surface of approximately 3.900 square meters.

The terms and conditions will be as follows:

1. The Customer hereby entrusts to XXX and XXX hereby takes upon itself and undertakes to perform the security services in accordance with the conditions contained in the technical description (**Annex 2**), the contents of which are considered an integral part of this document hereof, and as set forth below in this Agreement.
2. This Agreement shall cover the period January 1st, 2020 - December 31st, 2021, unless it is otherwise terminated in accordance with the provisions of this Agreement or otherwise lawfully terminated.
3. This Agreement might be extended - at the Embassy's sole decision - for 12 more months from 31.12.2021 until 31.12.2022. A price increase in the amount of 4% of the yearly value of the original contract will be granted. All other terms and obligations set forth in this Agreement shall remain unchanged and in full force and effect. The Contractor undertakes to extend the contract until 31.12.2022 if the Embassy so decides.
4. Without derogating from article 3, implicit or automatic renewals are not permitted, this being an agreement for the above indicated period only.
5. Requested surveillance: one guard per shift, 24 hours a day, 365 days per year for two years (as referred to in article 2).
6. No extras, bonuses, or additional fees will be paid to the Contractor for services to be performed during election days or other Hebrew holidays including Yom Kippur.
7. The Contractor undertakes to perform its obligations arising from this Agreement with due care, skill and diligence in the carrying out of its obligations under this Agreement and in the appointment, monitoring and retention of its employees. The Contractor declares to be legally authorized, under Israeli law, to carry out the activities covered by this Agreement.
8. The Contractor undertakes to withdraw or substitute within a week any of its operatives, if the Embassy, at its own discretion, so requests. Immediate removal will take place in case of severe misconduct. The contractor's operatives shall not have any illegal background. The operatives are expected to dress and groom in accordance with accepted social, professional and business standards.
9. The Customer and Contractor shall not attribute to third parties under any form whatsoever, all or some of its rights, privileges, or responsibilities deriving from this present contract. The Contractor undertakes to perform the service directly in compliance with all the clauses and conditions, none excluded or excepted, contained herein, as well as the indications given by the Customer. Violation of the provisions of this article by the Contractor is considered a serious breach and is a just cause of contractual termination.
10. The Customer undertakes to pay the Contractor a total amount of NIS **XXX (XXX NIS) plus 17% VAT**. Payments shall be made in monthly installments of NIS **XXX plus 17% VAT** via wire transfer. The Contractor shall indicate a bank account on which the Customer will make payments. The Customer will not make payments in ways other than the bank transfer on the aforementioned account. In the invoices the following code must be indicated: CIG 7529796. The payment will take place, within 10 days from the date of receipt of the invoice, once the regular execution has been verified by the Administration Office. All bank commissions will be charged to the beneficiary (Contractor). Any delay in the payment will bear linkage differentials to the Consumer Price Index and monthly

interest of 1.5%, without this derogating from any other and/or alternative relief or remedy available to the Contractor.

11. Without derogating from the obligations of the **Annex 2**, all costs pertaining to the above-mentioned service (labor, uniform, transportation to and from the Residence) - together with any other direct cost required to perform the work at hand - will be borne by the Contractor, which declares itself satisfied with the sum of NIS **XXX plus 17% VAT** per two year as full recompense for the service rendered. It is the responsibility of the Customer to provide air conditioned guard's booth equipped with the necessary appliances, proper furniture and access to a toilet.
12. The Contractor appoints Mr. **XXX**, Security Advisor, cell. **XXX**, email **XXX**, as point of contact (POC) serving as the supervisor or focal point of information concerning the services under this Agreement.
The Customer appoints the Head of Administration, Mr. Eugenio Boldrini, as the sole responsible of the procedure. Mr. Boldrini will coordinate, on the Embassy's behalf, all aspects related to this Agreement.
13. The loss of fundamental requirements declared in the Annex 3, or the subsequent verification of the non-possession of those requirements, involves the termination of the contract and the application of a penalty equal to five per cent of the contractual amount.
14. The Contractor shall be responsible for compliance with all statutory requirements of an employer and without prejudice to the generality of the foregoing shall be solely responsible in law for the employment, remuneration, tax and social security, immigration and work permits, of all personnel retained for the purposes of complying with this Agreement. The Contractor shall comply with any applicable statutory terms relating to minimum pay and to any applicable legally binding sectorial agreements.
15. The Customer may terminate the contract during the period of validity if:
 - a) the contract undergoes a substantial change that would have required a new procurement procedure pursuant to Article 72 of EU Directive 2014/24;
 - b) the Contractor is in one of the reasons for exclusion indicated by Article 57 of EU Directive 2014/24;
 - c) the contract should not have been awarded to the Contractor in view of a serious violation of the obligations deriving from the European treaties and of the EU directive 2014/24;

Should a serious breach of contract, incapability or evident negligence during the execution of the services occur, the Embassy can, at its own discretion, terminate the contract by giving the Contractor a 60 days written notice.

16. The Contractor shall be liable for and shall indemnify the Customer for and in respect of all and any losses, claims, demands, damages or expenses which the Customer may suffer due to and arising directly as a result of the negligence, act or omission, breach of contract, breach of duty, insolvency, recklessness, bad faith, willful default or fraud of the Contractor, its employees, subcontractors or agents or any of them. The Customer shall refer any claim directed against it in respect of the foregoing to the Contractor and shall enable the Contractor and its attorneys to defend such claim.

17. The Contractor undertakes to hold the Customer harmless and to indemnify it in respect of any damage or expense that may be caused to the Customer as a consequence of an unappealable judgement given against the Customer, whether criminal or civil, and in respect of the necessity for defending any such claim – to the extent that such claim arises from the non-fulfillment or breach of the Contractor's obligation under this Agreement, provided that the Contractor has been given the possibility of defending the claim.
18. The Parties acknowledge that the Contractor has presented, in order to guarantee the correct execution of this Agreement, a bank guarantee in the amount of NIS XXX (equal to 10% of the value of the contract). Such bank guarantee expressly mentions the waiver of the right to enforce prior/precautionary payment by the principal debtor and it is operational within 15 days upon the sole written request of the Embassy. The guarantee presented is thus identified: XXX. The Customer reserves the right to enforce the guarantee in the event of fraud or non-fulfillment attributable to the Contractor. The bank guarantee is progressively released in proportion to the progress of the execution, within the maximum limit of eighty percent of the guaranteed amount. The residual amount is released following verification of the regular contract execution.
19. The Contractor shall be insured by third party insurance, employers' liability insurance and professional indemnity insurance, in connection with the services provided at the Residence of the Ambassador of Italy, with a duly authorized company.
20. This contract excludes the possibility of the creation of a work or employer/employee relationship, whether public or private, between this Embassy and the personnel employed by the Contractor to carry out the services described above. Such personnel may only carry out the activities provided for in this contract, as no other activity may be deemed authorized in any way. The Contractor undertakes to inform the staff of this clause.
21. The Customer undertakes not to contract with and/or not to engage employees of the Contractor, or anyone acting on its behalf, in any type of work and/or task, directly and/or indirectly, either during the period of this Agreement or subsequent thereto.
22. The legislative and regulative norms of the Italian legal system will govern this Agreement, as much as these are not in contrast with local legislation. No clause of this contract can be interpreted as an explicit or implicit renunciation of the immunities granted to the Customer by international law.
23. Every controversy among the Parties regarding the interpretation, realization or resolution of the present contract that cannot be settled down with an attempt of preliminary administrative composition, will be referred to the Tel Aviv Courts.
24. It is acknowledged by the Contractor that no terms or conditions of this Agreement constitutes, or may be interpreted to constitute, a confidentiality clause. It is accepted by the Contractor, as an inherent part of the Agreement, that this Agreement, may be published by the Embassy of Italy on its website or, if the necessity arose, elsewhere.
25. This document contains the complete manifestation of the obligations of the Customer and the Contractor and may be modified only in writing with another contract having the same form, any other modality of contractual modification being excluded.

A copy of the present contract must be returned by the Contractor to the Embassy, dated and signed for receipt and integral and unconditional acceptance of the clauses and conditions contained in it.

Tel Aviv, XXX [date]

Confirmed and Duly Signed and Stamped for and on behalf of:

THE CONTRACTOR

THE CUSTOMER

Mr. XXX [CEO]

Amb. Gianluigi BENEDETTI