



Agenzia Italiana per la Cooperazione allo Sviluppo  
Ufficio di Gerusalemme

**CIG ZDF2C6FD89**

Gerusalemme, 16.03.2020

**ATTO DI COTTIMO FIDUCIARIO  
PER SERVIZIO DI VIGILANZA**

Il presente contratto viene stipulato tra l'**Agenzia Italiana per la Cooperazione allo Sviluppo, Ufficio di Gerusalemme**, in seguito denominata AICS,

e

la ditta Super Security Services, in seguito denominato il Fornitore, al quale viene affidato il servizio di vigilanza della sede dell'AICS di Gerusalemme per importo forfettario pari a **NIS 124.608,00 IVA esclusa** (cento ventiquattromila seicentootto/00)

Per il buon fine del presente Contratto, i patti e le condizioni da rispettare sono i seguenti:

**Art. 1 – Caratteristiche generali**

Il Fornitore, si impegna a fornire il servizio di vigilanza nei giorni di apertura dell'ufficio (dal lunedì al venerdì), dalle ore 08.45 alle ore 17.45 sulla base delle specifiche tecniche riportate nell'ANNEX 1

Per il rapporto con i propri lavoratori, il Fornitore si impegna a rispettare la legislazione locale vigente. In particolare, il Fornitore assume la piena responsabilità dell'adempimento dei propri obblighi nei confronti dell'erario e del fondo di previdenza sociale locale. Il Fornitore assume inoltre la responsabilità della copertura del lavoratore in caso di infortunio sul lavoro e in caso di malattie professionali.

E' responsabilità del fornitore fornire personale di vigilanza con fedina penale pulita.

**Art. 2 – Condizioni e dichiarazioni**

Nell'eseguire la fornitura, il Fornitore dichiara di



Italian Agency for Development Cooperation  
Jerusalem Office

**CIG ZDF2C6FD89**

Jerusalem, 16.03.2020

**LUMP SUM CONTRACT FOR SAFE  
GUARDING SERVICES**

This contractual agreement is entered by the **Italian Development Cooperation Agency, Jerusalem Office**, here in after referred to as AICS;

And

**Super Security services Co.**, herein after referred to as the Supplier, is contracted to provide the security guard services for AICS in Jerusalem, for the total amount of **NIS 124.608,00 VAT excluded** (one hundred twenty four thousand six hundred and eight/00)

For the good results of the present Contract, the following agreements and conditions are to be comply with:

**Art. 1 – General features**

The Supplier commits itself to provide the security guard service, at the opening days (from Monday to Friday) of the office from 8.45 am to 5.45 pm in accordance with the technical specification on the ANNEX 1.

The Supplier undertakes to respect active local legislation in the management and treatment of its worker. The Supplier assumes full responsibility for fulfilling its obligations toward the local tax authorities and Social Security. Moreover, the Supplier assumes the full responsibility to cover the worker in case of accidents at work and in case of professional diseases.

It is responsibility of the supplier to provide security guard staff with cleaned criminal record.

**Art. 2 – Conditions and Declarations**

The Supplier, while accepting to perform the supply in the matter, declares to agree, without

accettare, senza condizione o riserva alcuna, tutte le norme contenute nel presente atto e nei documenti tecnici allegati.

**Art. 3 – Durata delle attività**

Il presente contratto decorrerà dalla data di firma del presente atto per una durata di 12 mesi.

**Art. 4 – Importo del Contratto e pagamento**

Come da offerta del Fornitore, il compenso forfetario complessivo per l'esecuzione del servizio di cui all'Art. 1., onnicomprensivo di qualsiasi altro beneficio di legge, nessuno escluso, e' stato fissato, di comune accordo, in NIS 124.608,00 IVA esclusa (cento ventiquattromila seicentotto/00), con il quale importo il Fornitore si dichiara interamente compensato per i servizi prestati.

Il suddetto compenso forfetario verrà corrisposto in dodici rate mensili da 10.384,00 NIS:

Per comprensione reciproca si specifica quanto segue:

il prezzo stabilito con il presente contratto è a corpo e come tale è fisso e invariabile e comprende tutti gli oneri, anche se non specificamente previsti dal presente contratto, necessari a dare i beni in argomento completi in tutte le loro parti, sia qualitativamente che quantitativamente.

**Art. 5 – Diritto di recesso**

Il diritto di recesso dal contratto deve essere esercitato dal fornitore in modo da non recare pregiudizio al committente, dandogli una comunicazione per iscritto con un preavviso di 15 (quindici) giorni.

**Art. 6 - Clausola compromissoria**

Qualora l'ufficio AICS di Gerusalemme, a suo insindacabile giudizio, ritenesse di dover recedere dal presente Contratto, esso sarà libero di procedere alla rescissione, anche immediata, senza dover giustificare il proprio operato e senza che questa azione dia luogo a rivalsa di alcun tipo o natura da parte del fornitore fatto salvo il pagamento della prestazione prestata fino alla sua cessazione

any condition or reserve, with the terms and specifications listed in this Contract.

**Art. 3 – Activities timeframe**

This agreement will be valid from the date of signature for 12 months.

**Art. 4 – Amount of the Contract and payment**

As requested by the Supplier with its offer, the total amount to accomplish the supply in Art. 1 of this Contract, has been fixed by mutual agreement in NIS 124.608,00 VAT excluded (one hundred twenty four thousand six hundred and eight/00). With this amount the Supplier declares to be fully compensated for the service provided.

The above-mentioned lump sum amount shall be paid in seven monthly instalments of NIS 10.384,00.

For the mutual understanding it has also been agreed the following:

This amount is a lump sum contract and as such is fixed and invariable and covers all the charges, even though not specified in this Contract, necessary to complete the supply in its qualitative and quantitative terms.

**Art. 5 – Right of withdrawal**

The right of withdrawal from the contract should be exerted by the supplier in such a way as not to create detriment to AICS Jerusalem, by written communication with 15 (fifteen) days notice.

**Art. 6 - Compromise clause**

In case AICS Jerusalem, by its own final decision, withdraws from this contract agreement, the withdrawal might even be immediate, with no obligation to give any justification of the decision taken and with no right by the supplier side to claim any compensation except the payment for the service provided till the end of the service itself.

**Art. 7 – Responsabilità del Fornitore.**

Il Fornitore, nell'effettuare la fornitura dovrà uniformarsi alle norme vigenti in loco.

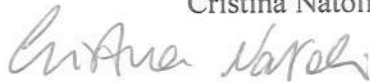
**Art. 8 – Obblighi del Fornitore.**

Il Fornitore assume tutti gli obblighi di tracciabilità dei flussi finanziari di cui all'art. 3 della legge 13 agosto 2010, n. 136 e successive modifiche"

Il presente Atto di cottimo non e' in contrasto con le norme e gli usi locali e salvaguarda gli interessi dello Stato italiano in ordine a eventuali controversie che dovessero essere instaurate davanti alle locali Autorità giudiziarie.

Copia del presente Atto deve essere restituita all'AICS, Ufficio di Gerusalemme, datata e firmata per accettazione incondizionata delle clausole e dei patti in essa contenuti.

La Titolare della Sede AICS di Gerusalemme  
Cristina Natoli



**Art. 7 – Duties of the Supplier**

The Supplier, during the performance of the supply, shall comply with the local laws.

**Art. 8 – Obligation of the Supplier**

The Supplier shall comply with all the obligations on finance tracking as specified by Art. 3 of the Italian law n.136 (13/08/2010) and subsequent amendments

The present lump sum Contract is not contrasting the local laws and habits, and protects the interest of the Italian State against any controversy should be held in front of the local court.

Please return a copy of this document signed, stamped and dated to the AICS, Jerusalem Office, indicating unconditional acceptance of the Terms and Conditions.

G.M. Super Security Service Company  
George Khoury



Date.....

## Annex I

### SERVICES TO BE PROVIDED BY THE CONTRACTOR AND ASSOCIATED COSTS

The Contractor shall execute the work and perform the services set out below in accordance with the specifications and professional standards mentioned in this Annex.

Terms of Reference	
1	Account for persons on AICS premises, including AICS personnel and others visiting the premises acting as first responders in the case of an incident including, but not limited to, fire, unruly behaviour among visitors and medical emergencies.
2	Abide with AICS core values of integrity, professionalism and respect for diversity.
3	Provide access control for personnel and vehicles and prevent the damage or loss of assets and disruption of operations from criminal or malicious acts. This could include, but is not necessarily limited to, the following:
	a) Enforce entry/exit control procedures
	b) Enforce visitor control procedures, including escorts where required
	c) Perform personal searches for visitors and contractors where required
	d) Perform vehicle searches for all vehicles entering premises
	e) Perform premises or area searches for suspicious items and explosive devices
	f) Perform mail screening by inspecting materials and packages entering the premises
	g) Account for AICS owned property leaving the premises or protected area
	h) Facilitate movement within the premises or area in a manner that meets the operating needs
	i) Monitor and operate AICS security systems.
	j) Coordinate and assist building evacuation in case of fire or any other office safety and security related issues.
	k) Keep a log of security related actions and occurrences (routine and irregular).
	l) Keep a visitor's book with entrance/exit
	m) Report immediately to the AICS Logistic manager all incidents that require action. In case of emergencies, e.g. Fire, bomb threat, break-in or accident, also contact the appropriate authorities.
4	<b>Patrol the designated premises or area:</b>
	a) Identify and report suspicious persons, activity or objects which may cause a security concern.
	b) Subsequently contain or remove suspicious persons, contain suspicious objects which may cause a security concern, and report to the local authorities.
	c) Monitor and respond to intrusions and safety alarms.
	d) Maintain guard post records and logs and provide accident/incident, after-action and hazard reporting.
	e) Provide safety, fire, traffic and medical assistance to AICS personnel and visitors in the event of incidents.
	f) Guard AICS vehicles when parked at the office compound.
	g) Keep the reserved parking area located outside AICS compound available for Italian cars with diplomatic or service plate

Terms of Reference	
	h) Carry out inspection rounds within the office, the immediate surroundings of the office, including vehicle parking.
	i) The guard should be provided with all the equipment described at the offer (page 4/5) and pepper spray
5	<b>In addition the company/firm has to:</b>
	a) Perform security advisory and assessment services.
	b) Keep up to date with AICS security regulations and evacuation / emergency plans, complete mandatory training (Basic and Advanced Security in the Field training), other organizational training as advised by HR and proactively seek to improve AICS security through recommendations to AICS logistic manager.
	c) Drive/move office vehicles in cases of emergency (Valid Israeli Driving Licence)