

Embassy of India, Tel Aviv

Subject: Tender call for providing Security Services

Embassy of India, Tel Aviv, needs security services of 2 armed security guards for round the clock security i.e. 24 hours X 7 days a week, one each for Chancery located at 140 Hayarkon Street, Tel Aviv -61033 (Israel) and Embassy Residence located at 30, Galei Tchelet, Herzliya Pituach - 46640 (Israel). Interested agencies may send in their bids for the same quoting monthly rates. Security guards should be fully trained for maintaining security of the premises as also handling large number of visitors to the Chancery and Embassy Residence. Requirement of the services of 2 guards is subject to increase or decrease as per need of the Embassy.

Period of Contract - The period of contract will be for one year. The agreement can be extended by mutual consent for further one year from the date of expiry of the first year's agreement on the same rates, terms & conditions.

Conditions:

1 A draft agreement is placed at Annexure I. Terms and conditions in the draft agreement will have to be agreed to and signed by the Agency selected for providing the services.

2 The signatory to the tender document should also be the authorized signatory of the Agency for signing the Agreement between the Agency and the Embassy of India, Tel Aviv.

3 Agencies making their offer for the tender should be registered in Israel as an organization and managing not less than 100 security guards on their rolls.

4 They should have experience of providing security personnel to - (i) Israeli government offices / locations, and/or (ii) Companies listed on Israeli Stock Exchange, and/or (Hi) Embassies and International organizations.

5 The Agency will have to provide for replacements or additions as and when required by the Embassy.

6 The Agency should specify monitoring mechanism for the security guards deployed in the Embassy of India and at the Embassy Residence.

7 The Embassy will have the right to do a quarterly review of the services and cancel the agreement in case of lack in quality of service.

Payment - *Payment will be made on monthly basis and for the number of security guards actually on duty. Claims for payment should be made through invoice at the end of each month.*

Opening of Bids - *The bids will be opened at 1500 hrs. on 14th October 2016, in the Embassy of India, Tel Aviv. The bidder has the option to be present or send an Agency representative at the time of opening of bids.*

All offers should be submitted in a sealed cover marked "Offer for Security Services - to be opened by the addressee only" and addressed to the "Head of Chancery, Embassy of India, 140 Hayarkon Street, P.O. Box 3368, Tel Aviv - 61033 (Israel)". The offer must be delivered at the Embassy on or before 1200 hrs of 14th October, 2016.

*Head of Chancery, Embassy of India,
Tel Aviv Tel. No. 03-527-0715
26th September, 2016*

Security Services Agreement

Signed in Tel-Aviv, on the Date:

Between:

(Hereinafter: "The
Company")

Of the 1st Part:

And: **THE EMBASSY OF INDIA**
Address: 140, Hayarkon st. Tel Aviv israel

(Hereinafter: "The Client")

Of the 2nd Part:

Whereas: The company possesses the know-how, the experience and the training in the field of security and guarding services;

And whereas: The client is interested in receiving security services from the company, pursuant to the provisions of this Agreement, at the business and/or property and/or house and/or plot located at; 140-Hayarkon St, Tel Aviv & _____ Herziliya Pituach (hereinafter: "**The Properties**").

And whereas: The company has agreed to provide the Client with security service at the Properties, in accordance with the provisions of this Agreement;

THEREFORE, the parties hereby agree and stipulate to the following:

Preamble

1. The preamble to this Agreement and its appendices constitute an integral and inseparable part thereof.
2. All headings to this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

Purpose of Agreement

1. The Client hereby appoints the company and the company hereby undertakes and obliges to execute at the Properties all of the security services prescribed in Appendix-A, enclosed herewith, in accordance with the provisions of this Agreement and Appendix-A.

Declarations and Obligations of the Client

1. The Client undertakes to pay The Company the consideration prescribed in the provisions of this Agreement.
2. The Client undertakes to refrain from engaging security guards of the company for any paid employment or assignment in their individual capacity.

Declarations and Obligations of the Company

1. The Company obliges to employ, throughout the entire period of this Agreement, a quota of suitable personnel (only Israeli or Indian nationals), at the numbers and under the conditions prescribed in Appendix A.
2. The personnel should be not more than 50 years of age and physically / mentally fit. He/She should not suffer from an apparent disability including obesity / overweight that would hinder efficient discharge of the duties typical to a security guard. It should provide

only such personnel who have been vetted by local government's security department(s) in terms of past record, character and antecedents. The Company should be able to provide background details of the personnel and also proof of their vetting. The employees should possess training in basic security duties such as access control and anti-sabotage checks (of person, baggage and vehicles) including the use of basic security tools such as HHMD, DFMD, monitoring CCTV, baggage and letter scanners etc. They should possess knowledge of the potential threats to a foreign Mission / Post in general terms and also knowledge of what is 'suspicious' in terms of men and material in the given local context.

3. The Company declares that it is permitted by law to execute the works subject of this Agreement and provide proof of registration in compliance of local laws and statutory regulations in running a private company. It should be willing to furnish information about its other clients including period and type of service rendered in broad terms, with the permission of the concerned client, if necessary.

4. The employees of The Company shall be equipped with the appropriate representative uniform, according to conventional practice in the execution of such works and their overall appearance should be neat and clean.

5. The Company agrees to provide choice of persons three times the Client's requirement to interview and choose from. The Client should have the option of retaining a particular employee. The Company should have sufficient employees on its roll so that the staff is rotated periodically. Ideally, the staff should change after every four months. The employee, who will not be accepted by the client, will be substituted.

6. The company will provide security and emergency procedures in consultation with the client, with effect from the beginning of the contract.

7. The company will ensure that it will deploy only the armed security guards at both the premises and the security guards will hold a valid license for carrying arms.

8. All security guards must speak Hebrew and English.

9. The company will insure to pay for all employees national insurance and third party as well as employer's liability.

10. The company undertakes to follow prevalent Israeli Labour laws in determining terms and service conditions of its employees. It agrees to provide the Client details of salary, other benefits/contributions, allowances, leave etc. it permits for its employees.

11. The Company should have provisions for real time checks of functioning of the employee to ensure that the quality of the provided personnel and service they render is always above the benchmark. It should be able to provide proof of this to the Client. The company undertakes responsibility regarding its employees including damages caused by the employees of the company.

Period of Agreement

1. The Period of Agreement shall be 6 months, starting from 01.07.2016 and ending on 31.12.2016. The agreement shall be extended with mutual consent for an additional period of 6 months or more.

2. Notwithstanding the abovementioned, each of the Parties reserves the right to terminate this Agreement, by way of a prior written notice, (transmitted either by email/fax/or registered post) furnished 60 days in advance.

Payments

1. In consideration for execution of the obligations of the company, pursuant to this Agreement, the client obliges to pay the company the sums in accordance with the terms of payment set forth herewith in Appendix-B.
2. Statutory VAT shall be added to the consideration.

Applicability of Agreement and the Laws governing it

This Agreement shall apply only to the Parties that have signed it and it shall grant no rights whatsoever to any given third parties. This agreement regulates and determines the contractual relations between the Parties. Any amendment hereof and/or any waivers and/or extensions in connection with this Agreement shall only be made in writing and signed by the parties.

Miscellaneous

1. The courthouses in the city of Tel-Aviv shall have exclusive jurisdiction over any issue or matter that directly and/or indirectly pertains to this Agreement and/or the security services.
2. The representatives of the Parties, for purposes of this Agreement, shall be:

On behalf of the Client: Head of Chancery, Embassy of India, Tel Aviv, Israel

On behalf of the Company:

3. The addresses of the Parties to this Agreement shall be the addresses prescribed in the preamble thereof. Any notice that shall be sent via registered mail to any one of the said addresses shall be deemed as having reached its addressee within 3 days of delivery; and if sent via courier - at its time of delivery.

In witness whereof the parties have affixed their signatures

<u>The Company</u>	<u>The Client</u>
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APPENDIX 'A'

The security services will be provided for the embassy of India as requested at the:

- a) Ambassador's residence at Herziliya Pituach
- b) Embassy building located at 140-Hayarkon Street, Tel Aviv
- c) Any other location as specified from time to time

The security services shall include:

- a. A 24 hours armed security guard services for guarding the above premises and people living & working there
- b. Security & Safety services for the above premises
- c. Patrolling services for the premises

The monitoring of security services:

- a. The company will ensure that there is a security cover provided round the clock and shall keep a monitoring mechanism for the guards at the two properties.
- b. The company shall provide a man hour log every month to the designated nodal officer of the client.
- c. The company shall take prior approval from the nodal officer before changing any guard.
- d. The company shall change a guard immediately on request by the nodal officer.

Additional service: VIP services and events security will be provided upon request, all costs related to the requested services must be agreed prior.

Security equipment: as agreed the company will install 4 camera systems at the ambassador residence / embassy building at no extra charge. It is clear that these cameras will be the property of the company and will be removed at the end of the service or can be bought by the Client.

APPENDIX "B" - Consideration and payments

The Consideration shall be according to the conditions set forth in the Agreement and as follows:

- a. Embassy - security 24/7 the fix sum of _____ NIS per month.
- b. Ambassador's residence - security 24/7 the fix sum of _____ NIS per month.
- c. Total monthly invoice - _____ NIS. Statutory VAT shall be added to the consideration.

Way of payment:

- a) The company will issue the monthly invoice at the 1st of every month.
- b) The client will issue the payment no later than 10 days after receipt of the monthly invoice.
- c) Any increase in the number of guards, if required, shall be paid on pro-rata basis.