



EMBASSY OF ITALY  
NEW DELHI

**CONTRACT  
BETWEEN**

Embassy of Italy, hereinafter denominated as "Client"

**AND**

P. NARAYAN ASSOCIATES, hereinafter denominated as "Contractor"

**Art. 1 - Subject**

1.1 The contractor will execute the tasks as mentioned in Attachment 1 .

**Art. 2 - Price**

2.1 The price is INR 1,693,750.00 (plus taxes 18% for INR 304,875.00).

2.2 The price as mentioned in this article is fixed and not subject to revisions and it is the total value due for the entire portfolio of tasks mandatory for the correct and regular execution of the performance.

2.3 The Contractor will not be in the position to ask to the Client, for the performance mentioned in the subject of the contract, payments above the value clearly mentioned in this article. With the payment of the mentioned value, the Contractor should be economically satisfied.

**Art. 3 - Duration**

3.1 The tasks should be completed within 30 days and must be finished no later than 05.07.2019.

**Art. 4 – Execution modalities**

4.1 The contract can't be transferred to third parties and subcontracting actions are forbidden.

4.2 The Contractor has the obligation of directly executing the tasks honoring all the clauses and conditions herein mentioned without any exception and following the guidelines given by the Client.

4.3 If during the execution an increment or decrement of the tasks is necessary for a value up to one fifth of the overall budget, the Client has the right to impose to the Contractor the execution as per conditions listed in this contract. In this case the Contractor will not be able to avail of the right of termination of the contract.

4.4 The violation of the dispositions of this article by the Contractor is considered as serious non-fulfilment and right reason of resolution of the contract.

The Contractor will be the sole responsible for any injuries or damages occurred to people or things belonging to the Embassy or a third party that may arise out of negligence in connection with the jobs; the Contractor shall provide accident insurance for its personnel. The Contractor will be the sole responsible for death or any injuries occurred to his personnel while performing the job contract and the Embassy should not be held liable in case of those events. The safety rules shall be EU standard; in case of negligence, penalties and/or contract termination may apply;

**Art. 5 – Payment Terms and Modalities**

5.1 The Contractor should mention the bank account details for the Client's payment. The Client should not consider any other payment method but the bank transfer on the account specified by the Contractor.

5.2 On all the invoices the following code should be mentioned: "CIG Z4528A3FF4".

5.3 The payment will be processed as follow: 20% in advance against sign off, 20% against the material will be brought to the site, and remaining 60% after final testing;

### **Art. 6 - Referent**

6.1 The Sole person responsible for the Procedure (RUP) is Roberta Vannicelli

6.2 The Project director is Arch. Chanakya Bora

### **Art. 7 – Penalties for requisites lack or loss**

7.1 The loss of selection requisites declared in Attachment 3 or the lack of possession of the same will automatically execute the termination of the contract and penalties will be applied in a value equal to five percent of the overall budget of the contract unless otherwise the indemnification of higher loss applies.

### **Art. 8 – Non-fulfilment penalties**

8.1 Any delay caused by the Contractor in the execution of the performance that goes beyond the timeframe agreed on this contract will have as a consequence the application of a penalty equal to 0.5 per thousand of the net value of the contract for each day of delay, except in cases of force majeure.

8.2 If the Contractor doesn't successfully execute the tasks as per terms and conditions of this contract, the Client will provide a written complaint on the non-fulfilment mentioning, if possible, the instructions for fulfilment allowing feasible time to present prospective deductions. In absence of adequate explanations, the contractor should follow the instructions and, if not able to successfully execute within the terms, penalty mentioned in paragraph 8.1 will be applicable.

8.3 The request or the payment of the penalty does not exonerate the Contractor from the execution terms of this contract as agreed.

8.4 If the value of the penalties described in this article reaches the value equal to ten percent of the contract net value or if in any other case during the execution a Contractor's non-fulfilment arises so to cause a consistent damage to the Client, the Client has the right to terminate the contract for serious Contractor's non-fulfilment and to proceed with the damage compensation request. The Contractor should refund also the prospective higher expense born by the Client to hire another contractor to complete the execution.

### **Art. 9 – Resolution**

9.1 The Client has the right to resolute the contract during the validity period if:

- a) The contract were subject to substantial rectification that would implicate a new tender procedure according to article 72 of the legislation 2014/24/EU;
- b) The Contractor fell under one of the disqualifying scenarios listed in article 57 of the legislation 2014/24/EU;
- c) The tender should have not been awarded to the Contractor due to a serious violation of the obligations of the European treaties and of the legislation 2014/24/EU;
- d) A resolution case took place due to Contractor's serious non-fulfilment as clearly mentioned in this contract or other hypothetical case of Contractor's non-fulfilment as per law applicable to this contract.

### **Art. 10 - Responsibilities**

10.1 The Contractor is responsible for injuries and damages caused to the Client due to inadequacy or negligence during the execution of the performance. The Contractor has the duty of confidentiality on information acquired in regards to this contract.

10.2 The Contractor and the Client both are responsible for the violations of the obligations as per Italian Law on protection of physical entities' personal data processing.

10.3 The duties taken over by the Contractor subscribing this contract neither enter under any circumstance a business relation or employment relation of any kind between the Client and the Contractor's team, nor allow any claim to the Client beyond what herein clearly agreed. The above said team will be allowed to execute only the tasks agreed in this contract with no authorization to implement any other activity. The Contractor has the obligation to inform any member of the team (in any role/designation) about this the clause.

### **Art. 11 – Conclusion**



11.1 Any clause of this contract should not be interpreted as an explicit or implicit surrender of the Client's immunity as per International Law.

11.2 This contract is regulated by applicable local law. Any dispute will be regulated by the competent Court.

11.3 This document includes the integral version of the duties of the Contractor and Client and it can be modified only through another contract with same form and any other modality of rectification of the contract is not allowed.

New Delhi 3.6.18

The Contractor	The Client
Vik Nary	Roberta Vannicelli
[.....A.....]	Roberta Vannicelli Head of Administration (RUP)

**PERFORMANCE SUBJECT OF THE CONTRACT  
(Technical Specifications)**

Dismantling of old cover, wooden frames and debris, removing existing roof tiles and stacking them up carefully on the ground for re-use, apply 3 coats of DAVCO waterproofing on slab after cleaning the surfaces and repair all the cracks applying Solargard as per specification in the quotation dated 31.05.2019 that involves scaffolding; dismantling work; technical details of waterproofing and of repairs of cracks with PU sealant application and features; civil work; etc.

**The warranty for the waterproofing will be for at least five years or up to the maximum guaranteed provided by the manufacturer;**

**The warranty for the civil works will be for three years.**

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