



Embassy of Italy  
New Delhi

CIG: 2422243870

Saksham Office Automation Pvt. Ltd.  
Plot N. 322/323, Street N. 7,  
Sheetla Enclave Phase II, Opp. Sector 5,  
Sheetla Mata road, Gurgaon-122001

**Sub: estimate for rental of N. 2 [redacted], Network Printer/scanner/digital copier (A4), Speed: 35PPM, Mode: A4 MONO/Color Scanning, for the Italian Embassy in New Delhi**

Dear Sir,

this Embassy has examined and accepted your offer dated 9<sup>th</sup> of October 2017 for the rental of N.2 [redacted] Network Printer/Scanner/Digital Copier (A\$) for the Italian Embassy Chancery in New Delhi. The offer forms an integral part of the present contract.

It is understood that the Embassy shall pay an amount of Rs 7,000.00 (seven thousand only) per month as fixed charges for the above 2 machines and shall not be charged for first 10,000 copies in a month and if the number of copies exceeds then the Embassy shall be charged @ 0.37 paisa per A4 copy. Taxes shall be extra as applicable.

This contract is valid from the January 1<sup>st</sup> 2018 and it will expire on December 31<sup>st</sup> 2018.

The following terms and conditions will apply:

- 1) The Company shall deliver and install free of charge the new equipment as described above. The company shall also service the equipment at the Embassy's request within reasonable time of receipt of communication and precisely: Response time; 2 hours maximum, Resolution Time: 3 Hours maximum, Stand by situation: 10 working hours Maximum. Any parts replaced shall be of serviceable quality. All parts removed shall belong to the Company. The Company shall provide service on normal working days and working hours; all consumables and spare parts shall be supplied free of cost by the Company and must be safety and health rules compliant;
- 2) The company shall provide free of charge training for operating the equipment to two persons nominated by the renter.
- 3) The contractor will be the sole responsible for undertaking the abovementioned work, finishing it, fulfilling the obligations under the contract and following all safety norms. In the event of the Contractor not fulfilling the obligations of this contract, the Embassy of Italy at its own unquestionable judgment has the right of rescinding the present contract. Both parties may terminate the above agreement with 30 days prior written notice.



- 4) The present contract does not result in any employment relationship between the Contractor and the Embassy or between the Contractor's employees and the Embassy. The present agreement will not be automatically renewed after the expiration of the December 31<sup>st</sup> term;
- 5) In performance of the works, the Contractor will be responsible for compliance with all codes and regulations currently in effect in India;
- 6) The Contractor shall assume also any and all liability related to accidents or damages to persons or property whether of the Embassy or of third parties, resulting from defects or negligence, however slight, that may occur during performance of the works;
- 7) The immunity and privilege established by international accords shall apply in case of any disputes arising from this agreement;
- 8) Contractor declares that the abovementioned works will be performed in such a manner to avoid any interference/ risks according to the attached DUVRI;
- 9) in case any work is not up to the satisfaction of the Embassy, the Embassy is entitled to get the work rectified by any other company. All direct and indirect expenses occurred to rectify that work shall be adjusted in the Contractor's bill;
- 10) the Embassy reserves the right, by virtue of its own judgment, to rescind this agreement by simple notification with the only obligation to pay the works already accomplished in the following case:
  - a) failure to comply with legislative regulations or codes, or of the terms of this agreement;
  - b) evident negligence of Contractor in performance of the works;
- 11) every controversy that arises in connection with the present contract, will be resolved through an arbitrator. The Board of Arbitrators will be constituted of three members. Each contracting side will have the right to nominate a member, and the two members so nominated will nominate a third member who will perform the function of the President of the Board. In case of impossibility to reach an agreement the third member will be chosen by the President of the Court in Rome. The office of the Arbitration Board will be that of the Italian Embassy in New Delhi. The decision of the Board will be binding; pending the judgment, the Contractor will be responsible for fulfilling every obligations arising from this agreement;
- 12) The monthly compensation will be Rs. 7,000.00 for a total annual amount, tax included, of **Rs. 99.120** (ninety-nine, hundred twenty) as minimum charges + charges for extra copies over 10,000 @ 0.37 per copy.
- 13) The mode of payments shall be as follow:

On a per month basis, on presentation of a proper tax invoice addressed to the Embassy of Italy
- 14) during the duration of contract, the Contractor will keep the official address in New Delhi;
- 15) details pertaining to the Contractor i.e. name, address, contact numbers, details of payment made to the Contractor, the beneficiary of the said payment, the amount paid, GSTIN/UIN number of the Contractor's Company, PDF version of the contract shall be posted on our web site.

One dated and signed copy of this contract must be returned to this Embassy, indicating full and complete acceptance of the terms outlined herein.

New Delhi, 27 DEC 2017

Enzo Angeloni  
Ambassador of Italy



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