

CIGn. Z2 C22 43769

Saffron Global Services CB-244, III floor, Ring Road, Naraina, New Delhi – 110028

Sub: gardening services and garbage disposal inside the Italian Embassy in New Delhi

Dear Sir,

this Embassy has examined and accepted your offer dated December 15th 2017 for the gardening services and garbage disposal inside the Italian Embassy in New Delhi. The attached quote is an integral part of this contract.

It is understood that the estimate amount of INR 224.053,00 (two lacs twenty-four thousand and fifty-three) per month includes taxes and GST, insurances and any present and future administrative charges for a total annual amount of INR 2.688.636,00 (twenty-six lacs eighty-eight thousand six hundred thirty-six).

This contract is valid for one year from 1st January 2018 and it will expire on December 31st 2018.

The following terms and conditions will apply:

1) the Contractor will be the sole responsible for undertaking the abovementioned work, 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 terminating the present contract;

The gardening services and garbage disposal (seven gardeners) have to be carried out from 8 a.m. to 5 p.m. and six days per week (excluding Sundays) at the compound of the Embassy of Italy in New Delhi;

All the duties will be performed under direction of the Contractor's supervisor according to the instructions given by the Embassy personnel;

2) 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 abovementioned horticulture services;

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- 3) All the equipment, tools and materials required to accomplish the duties will be provided by the Embassy;
- 4) the Contractor shall provide ESI medical cover and provident fund benefits for its personnel. The Contractor will be the sole responsible for death or any injuries occurred to his personnel while performing the abovementioned horticulture services and garbage disposal. 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;
- 5) 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 31st 2018 term;
- 6) The contractor must maintain his office address in Delhi during the entire contractual period;
- 7) in case of delay for which the Contractor is responsible, a penalty fee equivalent to 5% of the amount due for every month will be applied for every day of delay;
- 8) 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. The office of the Arbitration Board will be that of the Italian Embassy in New Delhi. The decision of the Board will be binding;
- 9) 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

2 E DEC 2017

Enzo Angeloni (Ambassador of Italy) PET HIS PET HI

Ramandeep Singh (Authorized Signatory)