



Embassy of Italy
New Delhi

CIG:

NORTHERN (I) ELECTRICAL CO.
AB-16, 2nd Floor, Safdarjung Enclave
New Delhi

Sub: estimate for maintenance contract inside Italian Embassy in New Delhi

Dear Sir,

this Embassy has examined and accepted your offer dated 6th November 2017 for the maintenance contract inside the Italian Embassy in New Delhi. Your said estimate forms an integral part of this agreement.

It is understood that the estimate amount of INR 229.215.000,00 (two lac twenty-nine thousand and two hundred fifteen only) per month includes taxes, insurances and any present and future administrative charges. The total amount for this year (1st January – 31st December 2018) shall be Rs. 2.750.580,00 (twenty-seven lac, fifty thousand, five hundred and eighty rupies only).

This contract is valid for twelve months only and it will expire on December 31st 2018. Annexures n. 1/2/3/4/5 are integral parts of the contract.

The following terms and conditions will apply:

- 1) the Contractor will be the sole responsible for undertaking the work mentioned in the Annexures of this contract, finishing it, fulfilling the obligations under the contract and following all security safety norms, as per the Indian laws. 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 scope of the work is to assure the **full maintenance** of the Diplomatic Compound, checking every day the electrical and hydraulic plants, machineries and connections, all maintenance problems also related to structure including the swimming pool. All problems should be urgently brought to the attention of the Administrative Office, so that immediate steps can be taken. By the 31st of January 2018 a full report of the compound must be submitted, so to have a clear picture of the general situation and the related issues, and to program the monthly maintenance activity. A monthly plan of maintenance services must be submitted to the Administrative Office by the 1st of every month, a report of the work done will be submitted by the 5th of subsequent month.

The maintenance contract includes:

| | |
|---------------------|-----------------------------|
| n. 1 Supervisor | from 09.00 hrs to 17.30 hrs |
| n. 1 A.C. Mechanics | from 08.00 hrs to 16.30 hrs |
| n. 1 A.C. Mechanics | from 20.00 hrs to 08.00 hrs |
| n. 1 Electrician | from 11.30 hrs to 20.00 hrs |
| n. 1 Electrician | from 20.00 hrs to 08.00 hrs |
| n. 1 Plumber | from 09.00 hrs to 17.30 hrs |
| n. 1 Handy-man | from 08.00 hrs to 16.30 hrs |

The service will be assure a 24 hours for 365 days including public holidays and wekeends

During the Sunday, Indian national holidays, other and possible holidays the staff, present at compound will be:

Morning shift

- | | |
|------------------------------|-----------------------------|
| n. 1 Electrician | from 08.00 hrs to 20.00 hrs |
| n. 1 Handy-man | from 09.00 hrs to 17.30 hrs |
| Night duty | |
| n. 1 Electrician/AC Operator | from 20.00 hrs to 08.00 hrs |
- 2) Technicians on demand such as
Generator specialist - INR 2000/per visit
A.C. specialist – INR 1500/per visit
Carpenter – INR 700/per day
Painter – INR 600/per day
Welder – INR 700/per day
Mason – 600/per day
shall be provided on-demand at 24 hour notice, at the cost above mentioned per day: from 9.00 hrs 18.30hrs.
 - 3) In addition to the above, there would be a person in charge Responsible at Contractor Office (Mr. Ramesh Chandre Rastogi to manage the maintenance services at the Italian Embassy who will attend or will be available in case of emergency (alerted by the Embassy). He will provide the schedules and reports and will inspect the services.
 - 4) The proactive care and preventive activity also includes the A.C. plant, generator and swimming pool plant is in charge to the Contractor except for extraordinary repair and maintenance which will be carried out by specialized Company. Any work that requires a specialist worker will be organized by the Embassy, after specific input of the Maintenance Company.
 - 5) In case of emergencies on Saturday, Sunday, public holidays and generally during the night the Company shall have to contact: Carabinieri and Laura Paganin at the provided numbers.
 - 6) 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 maintenance contract;
 - 7) the Contractor has to cooperate and give assistance to any other Company that is requested to work in the Compound for any job, event, maintenance etc. etc.
 - 8) the Contractor shall provide medical and accident insurance for its personnel. The Contractor will be the sole responsible for death or any injuries occurred to his personnel while performing the abovementioned maintenance 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;
 - 9) 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 term;
 - 10) In the event of failure to perform duties or negligence in the performance of the duties assigned, deriving from the present contract the company shall be held responsible if found guilty. In case of delay for which the Contractor is responsible, a penalty fee equivalent to 1% of the amount due for every month will be applied for every day of delay; the company shall be responsible for the background verification of its staff, including penal records.
 - 11) The contact persons of the maintenance company shall be Mr. R.C. Rastogi, who is the signatory of the present contract.
 - 12) The immunity and privilege established by international conventions shall also apply to the Embassy of Italy in case of any dispute arising from this agreement.





13) Due to the Italian transparency laws pursuant to the provisions of Art. 26 of Legislative decree n.33/2013, this Embassy is required to publish any payments to a person or a company in excess of 1000 euro on its website (www.ambnewdelhi.esteri.it). Please check the box below to indicate your consent to publish the following information. Description of contract services, amount paid, payee name, payee tax ID number, pdf copy of this contract.

Yes, I hereby consent to the above disclosure:
No I do not consent to the above disclosures:

- 14) The monthly payment shall be released on the last working day of each month against presentation of bill some days in advance.
- 15) Both parties have the right to rescind the contract by giving one month's notice in writing with the obligation to pay the works already accomplished.
- 16) Your company is required to produce document to prove your registration with the local Authorities vis-à-vis taxation and legal matters. If the Company is required to provide materials and different products the same must be compliant with Indian safety and health norms.
- 17) DUVRI document is attached concerning the interference risks.
- 18) Your Company affirms being in possession of equipment necessary for carrying out the work assigned to you.
- 19) The Company declares that it shall be domiciled at New Delhi during the period of the contract.
- 20) If the Company requires to replace the staff normally on duty, the names of the new staff must be notified to the Embassy three days in advance without any extra charge
- 21) Any eventual modification to the present agreement shall be made only in writing, otherwise it shall be considered null and void.
- 22) Any eventual controversy shall be tried to be resolved amicably.
- 23) 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;

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



R.C. Rastogi
Northern (I) Electrical Co.