



## AGREEMENT

**Subject: Temporary staff for support to the Italian Embassy Cultural Centre - Administrative Assistant**

Italian Embassy Cultural Centre hereinafter referred to as "First Party" decided to award to GDx Security & Facility Management hereinafter referred to as "Service Provider" the following Service Agreement:

### Art. 1 – Subject

- 1.1 The Service Provider agrees to provide No. 1 full-time Administrative assistant to the First Party.
- 1.2 The Administrative assistant shall work a total of 40 hours per week according to the office timings and regulations.

### Art. 2 – Cost

- 2.1 The Administrative assistant shall receive a monthly gross remuneration of ₹ 63,000 (Rupees sixty three thousand only) as indicated in Attachment A which forms an integral part of this Agreement.
- 2.2 The cost indicated in the present article is fixed, not subject to changes, and the amount is paid on receipt of invoices on a monthly base after due verification of the correct and regular execution of the services assigned.

### Art. 3 – Duration

- 3.1 This Agreement will be valid from 9th January to 9th April 2023 without any possibilities of automatic renewal.

### Art. 4 – Mode of execution

- 4.1 The Agreement cannot be given to a third party or sub-leased.
- 4.2 The Service Provider is under obligation to execute directly the object of the Agreement, respecting all the clauses and conditions contained, without omitting or excluding anything contained therein as also all the indications given by the "First Party".
- 4.3 Any violations of the provisions of the present article by the Service Provider is considered serious non fulfilment and provides termination of the Agreement.

### Art. 5 – Terms and Mode of payment

- 5.1 The Service Provider indicates his bank details wherein the First Party makes payments. The First Party shall not make payments in any other manner than a bank transfer.
- 5.2 In the monthly invoices the GST details mentioned by the First Party has to be indicated.
- 5.3 The payment shall be made within 7 days of receiving the invoice, after the verification of the service and simultaneous presentation proving payment of social security contribution and insurance.

### Art. 6 – Requirements

- 6.1 The Service Provider authorizes the First Party to carry out the verifications with the local authorities to ensure the veracity of the declarations made on the possession of necessary requirements.



6.2 The loss of requirements declared for the selection or the subsequent detection of absence of the same, results in the termination of the Agreement and application of a penalty of 5 per thousand of the Agreement amount without excluding the refund of a bigger damage.

#### **Art. 7 – Penal clauses**

7.1 If the Service Provider defaults on the terms and the provisions contained in the present Agreement, in the execution of the service, the First Party shall give a written notice of the same giving, if possible, the necessary indications for complying with the disregarded provisions, assigning a suitable time for presenting eventual counterpoints. In the absence of suitable explanations, the Service Provider shall carry out the instructions given, if not complied within the indicated time, the penal clause of 5 per thousand of the total value of this Agreement, calculated of the total amounts already paid from the beginning of the Agreement till the date of issuance of written notice, shall be imposed.

7.2 The notice or the payment of the penalty does not exonerate in any way, the Service Provider from completion of the service agreed upon.

7.3 If the sum of penalty determined by the present article, reaches 10% of the net Agreement amount or in any other case in which, in the course of execution, breaches are detected and are such that considerable damage is caused to the First Party, the latter can terminate the Agreement for serious contraventions by the Service Provider and the former reserves the right to take legal action to claim damages.

#### **Art. 8 – Termination**

8.1 The First Party can terminate the Agreement during the period of its validity if:

- a) The Agreement undergoes a major change wherein a new procedure for awarding works, as per Art. 72 of Directive 2014/24/EU enters into force.
- b) The Service Provider is excluded for one of the reasons mentioned in Art. 57 of Directive 2014/24/UE
- c) The Agreement should not have been awarded to the Service Provider due to serious violations of the obligations mentioned in European treaties and in the Directive 2014/24/EU.
- d) Strong grounds for terminating the Agreement have been detected, of breach of the provisions of the present letter of award or another kind of serious noncompliance laid down by the law applicable to the present Agreement.
- e) The Administrative assistant resigns as provided in Art.9.

#### **Art. 9 – Resignation by the employee**

9.1 The Administrative assistant may resign from employment with the Service Provider at any time by providing written notice to the Provider of resignation at least 15 days prior to the effective date of the resignation.

9.2 Upon resignation of the Administrative assistant the Agreement shall be terminated.

#### **Art. 10 – Protection of personal data and responsibility**

10.1 The Service Provider takes all responsibility for accidents and damages caused to the First Party due to shortcomings or negligence committed during the execution of the Agreement. The Service Provider guarantees the confidentiality of the information eventually obtained during the course of the present Agreement.

10.2 The First Party guarantees the protection of personal data supplied by the Service Provider as per Italian laws on the same which deal with protection of physical persons vis-a-vis treatment of personal data.

10.3 the Service Provider and the first party are responsible for the obligations imposed upon them by the Italian norms on the subject of protection of physical persons with regard to the treatment of personal data.

10.4 The obligations taken upon themselves by the Service Provider with the acceptance of the present Agreement does not result in any way an employment agreement or job of any title between the First Party and the personnel used by the Service Provider. They do not give rise to any claim towards the First Party, outside whatever has been laid down here. The said personnel may carry out only those activity as laid down by the present Agreement, considering that any other activity is unauthorized. The Service Provider is responsible for making his personnel, what job title they may have, aware of the present clause.



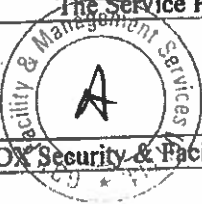

**Art. 11 – Final Provisions**

11.1 No clause herein expressed, may be interpreted as an implicit or explicit surrender of immunity given to the First Party as per International Laws.

11.2 The present Agreement is regulated by the Local Indian law, if it does not contradict Italian Law. In case of controversy the Parties mutually appoint n. 3 arbitrators.

11.3 The present Agreement contains the complete statement of the obligations of the First Party and the Service Provider and may be modified only with another agreement having the same format, excluding any other mode of modification of the obligations of both.

New Delhi, 9/1/2023  
N.Prot. L4.03.109/65

The Service Provider	The First Party
	
For GDX Security & Facility Management	Emanuela Mennella, Director

## Attachment A

S.No.	Category	Number of People per Category
1	Administrative Assistant	1

S.no.		Administrative Assistant
1	<b>Basic</b>	35,000
2	<b>HRA</b>	8,500
3	<b>Other allowance</b>	19,500
6	<b>Gross Salary</b>	63000
7	<b>PF deduction @12% of 15,000</b>	1800
8	<b>In Hand Salary</b>	61200
9	<b>Employer PF @13% of 15,000</b>	1950
13	<b>Total</b>	64950
14	<b>Agency Charges @ 4.85%</b>	3150
15	<b>Total</b>	68100
16	<b>GST @ 18%</b>	12258
17	<b>Grand Total including GST</b>	80358

