



AGREEMENT

Subject: Direct Award for Architectural Consultancy work for renovation project of the entry gate of the Italian Embassy Cultural Centre New Delhi - CIG B1EAD08866

The Italian Embassy Cultural Centre hereafter called "First Party" with the present agreement awards to Sumit Maity Architects, 501-Manjusha, 57 Nehru Place, New Delhi 110019, GSTUIN: 07AAPP2314J1ZM, hereafter called "Contractor" to carry out the following:

Art. 1 - Subject

1.1 The contractor shall carry out the service as indicated in the present Attachment 1-

Art. 2 - Price

2.1 The estimated amount is in Rupees 6,00,000 + **GST taxes**, as the attached offer which is integral part of this agreement, shall be paid will be paid according to the terms and conditions indicated in the present letter of appointment.

2.2 The price indicated in this article is fixed, not subject to revision and it represents the total fee due for all activities necessary for the correct and regular execution of the services.

2.3 The Contractor cannot demand from the "First Party", for the services covered by this contract, payments higher than the fee indicated in this article. With the payment of the aforementioned fee, the Contractor will be satisfied with all his claims.

Art. 3 - Duration

3.1 The present contract will become effective when the First Party receives to his own address the acceptance of the award from the Contractor.

3.2 The services must be completed by date 31 August 2024 without prejudice to the specific provisions contained in the Attachment 1.

3.3 The assignment expires on the above date, without any need for termination by the First Party. Any renewal, extension implicit or automatic is not laid down.

Art. 4 - Mode of execution

4.1 The contract cannot be given to a third party or sub-contracted.

4.2 The Contractor 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 Where in course of service execution, it becomes necessary to increase or decrease the job assigned up to 1/5th of the contractual amount, the First Party may impose upon the contractor to execute the same under the same terms as provided for in the present contract. In such a situation, the Contractor cannot claim his right to terminate the contract.

4.4 Any violation of the provisions of the present article by the Contractor is considered serious non fulfilment and provides termination of the contract.

Art. 5 - Terms and Mode of payment

5.1 The Contractor 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 provided invoices the CIG - B1EAD08866 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. The payment of the professional fees will be made by the "First Party" to the Contractor in three stages:

- 20% of the total fees upon signing this contract: Rupees 1,20,000/- + GST
- 40% of the total fees upon submission of the drawings and 3D: Rupees 2,40,000/- + GST
- 40% of the total fees upon the submission of the Bill of Quantities and completion of the consultancy project: Rupees 2,40,000/- + GST

Art. 6 – Contact persons

6.1 The person in charge of all the procedures is Mrs. Leonilde Callocchia.

6.2 Contact person Mr. Daniele Castiglioni.

Art. 7 - Requirements

7.1 The contractor must present to the First Party Attachment 2 duly filled in all its parts, attesting the absence of reasons for exclusion and possession of the criteria of selection indicated in the enclosure.

7.2 The Contractor 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.

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

Art. 8 – Penal clauses

8.1 Any delay by the Contractor in the performance of the service beyond the times established by this contract entails, except in cases of force majeure not attributable to him, the application of a penalty equal to 0.5 per thousand of the net contractual amount for each day of delay.

8.2 If the Contractor defaults on the terms and the provisions contained in the present contract, 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 Contractor shall carry out the instructions given, if not complied within the indicated time, the penalty clause indicated in the paragraph 8.1 shall be applied.

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

8.4 If the sum of penalty determined by the present article, reaches 10% of the net contractual amount or in any other case in which, in the course of execution, breaches of the Contractor 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 Contractor and the former reserves the right to take legal action to claim damages. The Contractor also reimburses the First Party for any additional expenses incurred by the First Party to have the service performed by others.

Art. 9 – Termination

9.1 The First Party can terminate the agreement during the period of its validity if:

- a) The contract undergoes a major change wherein a new procedure for awarding works, as per Art. 72 of Directive 2014/24/EU enter into force.

- b) The Contractor is excluded for one of the reasons mentioned in Art. 57 of Directive 2014/24/UE.
- c) The contract should not have been awarded to the Contractor due to serious violations of the obligations mentioned in European treaties and in the Directive 2014/24/EU.
- d) Strong grounds for terminating the contract 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 contract.

Art. 10 – Protection of personal data and responsibility

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

10.2 The First Party guarantees the protection of personal data supplied by the Contractor as per Italian laws on the same which deal with protection of physical persons vis-a-vis treatment of personal data as indicated in the Attachment 3.

10.3 By signing the information, the Contractor gives consent to the processing of the aforementioned personal data by the First Party, including the terms provided in paragraph 7.2.

10.3 The contractor 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 Contractor with the acceptance of the present contract does not result in any way an employment agreement or job of any title between the First Party and the personnel used by the Contractor. 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 Contractor 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 contract is regulated by the Local Indian law, if it does not contradict Italian Law. In case of controversy the parties will appoint 3 arbitrators.

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

New Delhi 31 05 2024

L4.09.011/363

The Contractor	The First Party
 SUMIT MAITY ARCHITECTS <small>Mr. Sumit Maity</small> 501-Manjusha, 67 Nehru Place New Delhi-110019	  Mrs. Leonilde Callocchia Deputy Director

