



Italian Embassy Cultural Centre, 50 - E, Chandragupta Marg, Chanakyapuri New Delhi 110021  
(Codice fiscale 80213330584 - Codice Univoco Sede 0DX7WB)

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Determina del 01/12/2015

#### DETERMINA

Oggetto: **Determina dirigenziale per l'affidamento di servizi di sorveglianza della sede dell'Istituto**

- Visto** il R.D. 18 novembre 1923 n. 2440 concernente l'amministrazione del patrimonio e la contabilità generale dello Stato;
- Visto** il R.D. 23 maggio 1924 n. 827 concernente il regolamento per l'amministrazione del patrimonio e la contabilità generale dello Stato;
- Visto** il Decreto del Presidente della Repubblica 5 gennaio 1967, n. 18 s.m.i., recante l'"Ordinamento del Ministero degli Affari Esteri";
- Vista** la legge 7 agosto 1990, n. 241 s.m.i. e successive integrazioni e modifiche recante norme in materia di procedimento amministrativo ed in particolare gli artt. 4, 5 e 6 in merito alla nomina del Responsabile del procedimento RUP;
- Vista** la legge 22 dicembre 1990, n. 401 Riforma degli Istituti italiani di cultura e interventi per la promozione della cultura e della lingua italiane all'estero;
- Visto** il D.M. 27 aprile 1995, n. 392 (1). Regolamento recante norme sull'organizzazione, il funzionamento e la gestione finanziaria ed economico-patrimoniale degli Istituti italiani di cultura all'estero;
- Visto** l'art. 11, co. 2 del D. Lgs. 12 aprile 2006, n. 163 (Codice dei Contratti Pubblici di lavori, servizi e forniture in attuazione delle direttive 2004/17/CE e 2004/18/CE), il quale dispone che "prima dell'avvio delle procedure di affidamento dei contratti pubblici, le amministrazioni aggiudicatrici decretano o determinano di contrarre, in conformità ai propri ordinamenti, individuando gli elementi essenziali del contratto e i criteri di selezione degli operatori economici e delle offerte";
- Visto** il Codice dei contratti art. 125 D. Lgs. 163/2006;

- Visto** il Decreto del Presidente della Repubblica 1 febbraio 2010, n. 54 "Regolamento recante norme in materia di autonomia gestionale e finanziaria delle rappresentanze diplomatiche e degli Uffici consolari di I categoria del Ministero degli Affari Esteri";
- Visto** il Decreto del Ministero degli Affari Esteri n. 5510/456 del 7 giugno 2011 relativo all'acquisizione in economia di lavori, servizi e forniture ed in particolare la lettera m) dell'Allegato B (polizze assicurative);
- Visto** il Decreto del Ministero degli Affari Esteri n. 211 del 3 dicembre 2015. Regolamento recante modifiche al decreto 27 aprile 1995, n. 392 sull'organizzazione, il funzionamento e la gestione finanziaria ed economico-patrimoniale degli Istituti italiani di cultura all'estero;

**Tenuto conto della necessità di fornitura in affidamento esterno tramite società interinale di servizi di sorveglianza della sede dell'Istituto, necessario per il controllo dei visitatori e il mantenimento della sicurezza;**

**Ritenuto** di scegliere quale modalità della scelta del contraente la procedura in affidamento diretto di cui all'art. 36 del D. Lgs. 50/2016 comma 2 per servizi o forniture inferiori a 40.000 Euro.

**Considerato** che l'oggetto del contratto è la fornitura di servizi di sorveglianza della sede dell'Istituto;

**Considerato** che la ditta **Fireball Securitas and Consultants Pvt. Ltd**, con sede in **1899, Uday Chand Marg Kotla Mubarakpur, South Extn-1 New Delhi-110003**

è in possesso dei requisiti di idoneità morale, capacità tecnico-professionale ed economico-finanziaria prescritta

#### DETERMINA

di affidare alla ditta **Fireball Securitas and Consultants Pvt. Ltd**

1. la fornitura di servizi di sorveglianza della sede dell'Istituto per una spesa fino a **22000 euro**;
2. di dare atto che la spesa trova copertura nel relativo capitolo di Bilancio per l'e.f. 2016 e che la spesa viene impegnata con il presente provvedimento;
3. di procedere alla liquidazione, su presentazione di regolare fattura, a fornitura eseguita.



  
Il Direttore  
Alessandra Bertini Malgarini

Italian Embassy Cultural Centre, 50 - E, Chandragupta Marg, Chanakyapuri New Delhi 110021  
(Codice fiscale per fatturazione 80213330584 - Codice Univoco Sede 0DX7WB)

Dear Sir,

L4.09.008  
New Delhi, 31/12/2015

The Italian Embassy Cultural Centre has accepted the proposal by your Company Fireball Securitas and Consultants Pvt. Ltd. dated 31<sup>st</sup> December 2015, and has hereby decided to award the contract to your Company for a period of six months from 1<sup>st</sup> January 2016 to 30<sup>th</sup> June 2016, for round the clock security of the premises of the Italian Embassy Cultural Centre for the total monthly amount of INR 124408/- (one lakh twenty four thousand four hundred and eight).

**TERMS AND CONDITIONS:**

There will be round the clock surveillance of the Cultural Centre carried out by six full time security guards.

You will maintain a daily attendance register of all the guards carefully noting down the time of their arrival and departure from this Cultural Centre.

A proper register of all persons entering the premises of this Cultural Centre on a daily basis will be maintained by your guards at the entrance gate.

The guards will strictly follow all the security instructions and duty schedules issued to them by the Italian Police Authorities of the Embassy of Italy.

When on duty the security guards will be polite to our visitors but at the same time fully vigilant. They will report immediately to the Italian Embassy Cultural Centre and the Police Authorities of the Italian Embassy if they notice any abandoned item lying inside or outside the gates of this Cultural Centre.

Please note that your staff/your Company assume full responsibility for insurance against accidents or damage caused to them while carrying out their work.

It is the responsibility of your Company to provide the security guards with winter and summer uniforms and deal with the payment of their insurance, contributions, Provident Fund, gratuity and any tax liability.

It is the responsibility of your Company to make the payment of insurance, contributions, Provident Fund, gratuity, bonus at the time of the festival of Diwali, and any tax related to the staff employed by you to carry out the services under the present contract.

Your Company must give the names of all the guards as well as the supervisors deployed by you inside the premises of the Cultural Centre, so that the necessary permissions may be granted to them.

Your guards must respect scrupulously the general safety instructions of this Cultural Centre.

The present agreement does not entail any direct employment between the staff employed by your Company and the Italian Embassy Cultural Centre.

Your Company takes full responsibility of the efficiency of the staff employed by you for the duties assigned to each person.

Your Company cannot lease to others, in whole or in part, the implementation of the work, which is the subject of the present agreement.

Payment for the amount of **INR 124408/-** will be released to your Company upon presentation of a bill by your Company at the end of each month of service rendered.

Your Company will be obliged to replace any worker in case the Italian Embassy Cultural Centre is not satisfied with the work, on its unquestionable judgement.

In case any neglect of the above services is noticed, the Italian Cultural Centre, can, at its unquestionable decision, terminate the contract with one month's prior notice and release the payment amount due only for the period of actual services rendered. Both parties reserve the right to terminate the contract with one month's notice.

Every controversy that arises in connection with the present contract will be resolved through an arbitrator. The board of arbitrators will constitute three members. Each contracting side will have the right to nominate a member, and the two members thus 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 Cultural Centre in New Delhi. The decision of the Board will be binding.

Thanking you,



Alessandra Bettini Malgarini  
Director

.....  
\*Please sign for acceptance

Authorised signatory for  
Fireball Securitas and Consultants Pvt. Ltd  
1899, Uday Chand Marg  
Kotla Mubarakpur, South Extn-1  
New Delhi-110003  
Landline No. +91-011-41648366

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### DICHIARAZIONE DI CONGRUITÀ

In relazione al contratto stipulato con l'agenzia Fireball Securitas and Consultants Pvt. Ltd. New Delhi per l'ammontare netto di INR 124408/- mensili per il servizio di sicurezza per l'IIC

si dichiara

che, tenuto conto dei prezzi di mercato per tali servizi, la cifra sopra indicata è congrua.

Si dichiara altresì che tale contratto non è in contrasto con le norme e gli usi locali e salvaguarda in maniera adeguata, gli interessi dello Stato italiano in ordine ad eventuali controversie che dovessero essere instaurate davanti alle locali Autorità giudiziarie.

New Delhi, 31/12/2015



Alessandra Bertini Maigarini  
Direttore

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke, positioned over the printed name and title of the signatory.



Italian Embassy Cultural Centre, 50 - E, Chandragupta Marg, Chanakyapuri New Delhi 110021  
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Dear Sir,

L4.09.008  
New Delhi, 24/06/2016

The Italian Embassy Cultural Centre has accepted the proposal by your Company Fireball Securitas and Consultants Pvt. Ltd. dated 22<sup>nd</sup> June 2016, and has hereby decided to award the contract to your Company for a period of six months from 1<sup>st</sup> July 2016 to 31<sup>st</sup> December 2016, for round the clock security of the premises of the Italian Embassy Cultural Centre for the total monthly amount of **INR 124408/-** (one lakh twenty four thousand four hundred and eight).

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Alessandra Berini Malgarini  
Director

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Authorised signatory for  
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