

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 23.12.2015

DETERMINA

**Oggetto: Determina dirigenziale per l'affidamento di servizi di pulizia, manutenzione giardino e impianti elettrici 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 di servizi di pulizia, manutenzione giardino e impianti elettrici dell'Istituto al fine di un buon funzionamento della sede e delle diverse attività che si svolgono (corsi, biblioteca, eventi, etc);

**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 pulizia, manutenzione giardino e impianti elettrici dell'Istituto;

**Considerato** che la ditta Pro Interactive Services India Pvt. Ltd, con sede in 31-32, Begumpur Park, Shivalik Malviya Nagar, New Delhi - 110017

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

#### DETERMINA

di affidare alla ditta Pro Interactive Services India Pvt. Ltd

1. la fornitura di servizi di pulizia, manutenzione giardino e impianti elettrici dell'Istituto per una spesa fino a 18000 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)

L4.03.100-927

New Delhi, 31/12/2015

Dear Sir,

The Italian Embassy Cultural Centre has accepted the quotation submitted on 31<sup>st</sup> December 2015 and has hereby decided to award the contract to Pro Interactive Services India Pvt. Ltd for a period of six months from 1<sup>st</sup> January 2016 to 30<sup>th</sup> June 2016, for the following services required inside the premises of this Cultural Centre, for a monthly amount of INR 102010/- as indicated below:

- **Electrical and plumbing maintenance supervisor : INR 22548/-**
- **Junior maintenance supervisor : INR 18087/-**
- **Maintenance of garden: INR 15598/-**
- **Housekeeping services : INR 45777/-**

#### **TERMS AND CONDITIONS:**

**For electrical and plumbing services,** your Company shall carry out the preventive maintenance and operational services of electrical and mechanical and plumbing installations of this Cultural Centre. Your Company must provide high professional level of work, including continuous supervision. The duty timings will be from 8:00 am to 10:00 p.m. on shift basis. Your Company shall supply all the necessary tools and instruments in order to carry out the maintenance works. The Italian Embassy Cultural Centre will procure at its own cost all consumable electrical and plumbing materials and spares.

**For gardening activity** your Company shall carry out the maintenance services of the garden (garden meaning all the front area within and outside the front boundary wall as well as the garden in the rear of the building within the boundary wall separating the Embassy and the Cultural Centre). Your Company must provide high professional level of work, including continuous supervision. Your Company shall carry out the maintenance services of the garden (garden meaning all the front area within and outside the front boundary wall as well as the garden in the rear of the building within the boundary wall separating the Embassy and the Cultural Centre). All necessary tools and instruments required for the gardening job will be provided by the Italian Embassy cultural centre, along with seasonal flowering plants, green potted plants, grass & manure. Your company will be required to maintain the garden in excellent condition, sweep and dispose of dry leaves during autumn season at no extra cost to the Italian Cultural Centre. No insecticides injurious to health will be sprayed inside the premises of this Cultural Centre.

#### **For cleaning services:**

You will maintain a daily attendance register of all the cleaners employed by you for rendering their services in this Cultural Centre, who will maintain a list on a daily basis of the cleaning jobs done by them on each floor of the building.

Your cleaners will follow the duty schedule and timings as decided by the Cultural Centre.



Your firm takes responsibility for the safety of all your workers dealing with their jobs. You shall provide all your workers with necessary devices while handling the implements provided by your firm for doing their jobs inside the premises of this Cultural Centre.

Your Company will provide proper uniforms along with safety gear like gloves, aprons and masks to your workers when on duty inside the premises of this Cultural Centre.

The public toilets on the ground floor shall be disinfected every Friday morning and will be cleaned at least 5 times a day. The toilets on the first floor will be cleaned at least twice daily and disinfected every Saturday. Instead of harsh cleaning materials, your company will clean the toilets with simple bleach, which is more effective. No materials injurious to health will be sprayed or used for cleaning the premises of this Cultural Centre.

“Wet Floor” and other such safety signs provided by your Company will be used by your workers while mopping/washing the floors, for the safety of visitors and staff of this Cultural Centre.

**General conditions:**

Your Company takes responsibility of the safety of all your workers dealing with their jobs. You shall provide all your workers with proper uniforms and necessary safety gears like safety belts and devices while pruning the trees in the garden as well as masks, gloves and other necessary devices for doing any electrical and plumbing job assigned to them under the purview of this contract inside the premises of this Cultural Centre.

Your Company assumes full responsibility for insurance against accidents of your employees provided to this Cultural Centre and for any accident or damage caused to your employees, to persons or to things, either of the Italian Embassy Cultural Centre or of a third party, due to mistakes or negligence while carrying out the work.

For security reasons your Company must give the names and the duration of entry of all the workers and supervisors deployed by you inside the premises of the Cultural Centre, so that the necessary permissions may be granted to them.

Your Company must respect the general safety instructions of this Cultural Centre. In no way materials, tools or anything will be left abandoned lying on the ground or improperly handled.

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.

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 your Company does not comply in a



satisfactory manner with the terms of the present agreement, the Italian Embassy Cultural Centre can cancel the same agreement with a written notice of thirty days. Both parties reserve the right to terminate the contract by giving one month's prior notice.

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 or on termination of the six-month contract period, as the case may be.

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,



.....  
\*Please sign for acceptance  
Authorised signatory for  
Pro Interactive Services India Pvt. Ltd  
31-32, Begumpur Park, Shivalik  
Malviya Nagar, New Delhi – 110017  
Contact - +91 11 45737000



Alessandra Bertini Malgarini  
Director



Italian Embassy Cultural Centre, 50 - E, Chandragupta Marg, Chanakyapuri New Delhi 110021  
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## DICHIARAZIONE DI CONGRUITÀ

In relazione al contratto stipulato con l'agenzia Pro Interactive Services India Pvt. Ltd., New Delhi per l'ammontare netto di INR 102010/- mensili per il servizio di pulizia, manutenzione giardino e impianti elettrici della sede dell'Istituto di Cultura di New Delhi

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 Malgarini  
Direttore



A handwritten signature in blue ink, appearing to be "Alessandra Bertini Malgarini".



Italian Embassy Cultural Centre, 50 - E, Chandragupta Marg, Chanakyapuri New Delhi 110021  
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L4.09.008-259

New Delhi, 22/06/2016

Dear Sir,

The Italian Embassy Cultural Centre has accepted the quotation submitted by you today and has hereby decided to award the contract to Pro Interactive Services India Pvt. Ltd for a period of six months from 31<sup>st</sup> July 2016 to 31<sup>st</sup> December 2016, for the following services required inside the premises of this Cultural Centre, for a monthly amount of INR 99909/- + applicable taxes extra as detailed below:

- **Electrical and plumbing maintenance : INR 38534/-**
- **Maintenance of garden: INR 15598/-**
- **Housekeeping services : INR 45777/-**

**Total: INR 99909/-**

#### **TERMS AND CONDITIONS:**

**For electrical and plumbing services,** your Company shall carry out the preventive maintenance and operational services of electrical and mechanical and plumbing installations of this Cultural Centre. Your Company must provide high professional level of work, including continuous supervision. The duty timings will be from 8:00 am to 10:00 p.m. on shift basis. Your Company shall supply all the necessary tools and instruments in order to carry out the maintenance works. The Italian Embassy Cultural Centre will procure at its own cost all consumable electrical and plumbing materials and spares.

**For gardening activity** your Company shall carry out the maintenance services of the garden (garden meaning all the front area within and outside the front boundary wall as well as the garden in the rear of the building within the boundary wall separating the Embassy and the Cultural Centre). Your Company must provide high professional level of work, including continuous supervision. Your Company shall carry out the maintenance services of the garden (garden meaning all the front area within and outside the front boundary wall as well as the garden in the rear of the building within the boundary wall separating the Embassy and the Cultural Centre). All necessary tools and instruments required for the gardening job will be provided by the Italian Embassy cultural centre, along with seasonal flowering plants, green potted plants, grass & manure. Your company will be required to maintain the garden in excellent condition, sweep and dispose of dry leaves during autumn season at no extra cost to the Italian Cultural Centre. No insecticides injurious to health will be sprayed inside the premises of this Cultural Centre.

#### **For cleaning services:**

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Your cleaners will follow the duty schedule and timings as decided by the Cultural Centre.

Your firm takes responsibility for the safety of all your workers dealing with their jobs. You shall provide all your workers with necessary devices while handling the implements provided by your firm for doing their jobs inside the premises of this Cultural Centre.

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Your Company assumes full responsibility for insurance against accidents of your employees provided to this Cultural Centre and for any accident or damage caused to your employees, to persons or to things, either of the Italian Embassy Cultural Centre or of a third party, due to mistakes or negligence while carrying out the work.

For security reasons your Company must give the names and the duration of entry of all the workers and supervisors deployed by you inside the premises of the Cultural Centre, so that the necessary permissions may be granted to them.

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

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 your Company does not comply in a satisfactory manner with the terms of the present agreement, the Italian Embassy





Cultural Centre can cancel the same agreement with a written notice of thirty days. Both parties reserve the right to terminate the contract by giving one month's prior notice.

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 or on termination of the six-month contract period, as the case may be.

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 Bertini Malgarini  
Director

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Authorised signatory for  
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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, 29/06/2016

Alessandra Bertini Malgarini  
Direttore