



**Tender for Annual Maintenance Contract for Garden Maintenance services at
Chancery premises, Embassy Residence of
Embassy of India, Warsaw and a property rented by Embassy of India, Warsaw**

**TENDER NO. WAR/872/7/2025
Dated: 24.11.2025**

Last date for submission of bid: 19.12.2025

**Embassy of India,
to Poland
Myśliwiecka 2 Street,
00-459, Warsaw, Poland**

WAR/872/07/2025
Embassy of India
Warsaw

NOTICE INVITING TENDER

Embassy of India, Warsaw invites Tender under two bid system from registered and authorized firms/agencies for providing garden maintenance services at (i) Chancery located at Myśliwiecka 2 Street, 00-459, Warsaw and (ii) Embassy Residence located Aleja Róż 3, 00-556, Warsaw and another property at Solankowa 1, Warsaw as per details given in the tender documents.

2. The interested firms/service agencies should submit the bids in two separate sealed covers, superscribed as “Technical Bid” and “Financial Bid”. Both sealed covers should be put in a separate single envelope superscribed as “Tender No. WAR/872/07/2025 for Annual maintenance contract (AMC) for garden maintenance services at Embassy of India, Warsaw ” and addressed to Head of Chancery at “Myśliwiecka 2 Street, 00-459, Warsaw”. Please note that tender document will not be accepted after the expiry of stipulated date and time for the purpose (Garden Maintenance Services) under any circumstances.

3. The Earnest Money Deposit (EMD) of PLN 4000/- in the form of Bank Guarantee/Account Payee Demand Draft/Pay Order drawn in favour of “Embassy of India, Warsaw” is required to be submitted along with tender bids and signed copy of Annexure 6.

4. The Technical Bids will be opened on 19.12.2025 at 1500 Hrs by a Committee authorized by the Competent Authority of the Embassy of India, Warsaw. The financial bids of only those bidders, whose Technical Bids are found responsive, shall be opened by the Committee authorized for the purpose. The pre-bid site visit may be conducted on 04.12.2025 and 05.12.2025 to assess the job requirement/quantum of work involved. For any queries, please write to admn.warsaw@mea.gov.in/comwing.warsaw@mea.gov.in.

5. If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.

6. The Competent Authority reserves the right to reject any or all the bids or cancel the tender, without assigning any reason and the decision of the competent authority of the Embassy shall be final and binding.

(D. P. Pramod Kumar)
Head of Chancery
Embassy of India, Warsaw

LETTER OF BID

Dated: _____

To,
The Head of Chancery
Embassy of India
Myśliwiecka 2
00-459 Warsaw

Ref: Invitation for Tender No. WAR/872/07/2025 dated 24.11.2025 .

We, the undersigned, declare that:

We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders,

2. We offer to execute in conformity with the Bidding Documents for Annual Maintenance Contract (AMC) for Garden Maintenance services at Chancery Complex at Myśliwiecka 2, Embassy Residence at Aleja Róż 3 and rented property at Solankowa 1 Street.

3. Our bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and shall remain binding upon us and may be accepted at any time before the expiry of the period.

4. If our bid is accepted, we commit to submit a Performance Security Deposit in accordance with the Bidding Documents.

5. We also declare that the Government of India or any other Polish Government body has not declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.

6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid/lowest bid or any other bid that you may receive.

Yours sincerely,
Authorized Signatory

(Authorized person shall attach a copy of Authorization for signing on behalf of Bidding Company)

Full Name and Designation

(To be printed on Bidder's letterhead)

Important DATES

<u>Events</u>	<u>Date</u>
Notice Inviting Tender	Bid for Garden Maintenance services at Chancery premises and Embassy Residence at Aleja Róż 3, 00-556, Warsaw and another property at Solankowa 1, Warsaw
Starting date of Tender submission	24.11.2025
Pre-bid Site meeting	04.12.2025 and 05.12.2025 on 1100 Hrs at Embassy of India
Last date of Tender Submission	19.12.2025 before 1200 Hrs
Opening of Technical Bids	19.12.2025 at 1500 Hrs
Opening of Financial Bids (of only those who qualify in the minimum eligibility criteria)	09.01.2026 on 1100 Hrs at Embassy of India

1. GENERAL INSTRUCTIONS

- 1.1 For the Bidding / Tender Document Purposes, the Embassy of India, shall be referred to as 'Client' and the Bidder/Successful Bidder shall be referred to as 'Contractor and /or Bidder' or interchangeably.
- 1.2 The tender document can be downloaded from the websites of <http://www.eprocure.gov.in>, <https://www.indianembassyWarsaw.gov.in/tenders.php> from 24.11.2025 onwards. The last date of submission of bids is 19.12.2025 before 1200 Hrs.
- 1.3 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 1.4 The bidder shall submit the copy of the authorization letter / Power of Attorney as the proof of authorization for signing on behalf of the Bidder.
- 1.5 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied by EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are liable to be rejected.

- 1.6 The Parties to the Contract/Agreement shall be the successful bidder (to whom the work has been awarded) and the Client, Embassy of India, Warsaw.
- 1.7 For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies any change of address by a separate letter handed over personally/courier or by email to hoc.warsaw@mea.gov.in. The bidder shall be solely responsible for the consequences of any omission or error to notify any change of address in the aforesaid manner.
- 1.8 The bidders are required to visit the site to assess the quantum of work involved before submitting the tender. Once the tender is submitted, it will be presumed that the bidder has seen and understood the complete work involved.

2. Scope of Work:

2.1. SCOPE OF WORK

Description of jobs to be undertaken(Indicative not exhaustive):

2(i) At least Thrice a week (on alternate days)

- a. Sweeping the garden and adjoining area
- b. Clearing the garden area from dead leaves, branches, weeds, etc.
- c. Watering and maintenance of potted plants, flower beds, trees, lawns and other green areas and area on the boundary walls.
- d. Removal of all garden debris and keep all drains, outlets free from debris, dirt and weeds.
- e. Tidying and maintenance of edges where grass meets stone pathways.
- f. Upkeep of the garden on an ongoing basis so as to improve the site.
- g. Clearing of snow from the green areas during winter months.

2(ii) Weekly(at-least once in a week)

- a. Mowing of grass once a week to keep it at a certain level
- b. Applying fertilizers, manure, soil improvements, etc. as and when required.

2(iii) Monthly(at least once in a month)

- a. Pruning of the big trees
- b. Trimming of hedges
- c. Re-potting of indoor plants as and when required

2(iv) Periodically(yearly basis)

- a. Special gardening services before January 26 & August 15, and on all important events every year as per instructions of the Embassy
- b. Add/remove decorative plants as and when necessary;
- c. Spray insecticide as and when necessary

2(v) Garden maintenance material:

Non- consumables like mower, garden scissors, shovel, wheelbarrow, brush cutter, hedge cutter, shovel for snow, equipment, tools, and machines as required, etc. and consumables like plants, seeds, fertilizers and pesticides are to be provided by the service provider. List and quantity of the garden maintenance material is to be provided along with the financial bids by the service provider after taking the stock of the job at the place of work.

2(v) Manpower required:

At least 2 Gardeners . Total expected monthly man hours requirement is 154. However it may vary as per Embassy's requirements.

3. MINIMUM ELIGIBILITY CRITERIA FOR BIDDER

- 3.1 Should be registered/incorporated in Poland.
- 3.2 Should have an experience of at least 3 years in providing garden maintenance services.
- 3.3 Should have at least one Government premises/Embassy/Diplomatic Organization/MNCs as its clients. List of such clients should be submitted along with the technical bid.
- 3.4 Should not have been barred or blacklisted by any organization in Poland, or by Government of India. A self declaration should be submitted along with the technical bid to this effect.
- 3.5 Should have Minimum Annual turnover of PLN 150000/- during last three years.
- 3.6 Should have a minimum manpower of 05 technical persons (Gardening persons) on its permanent role.

4. EARNEST MONEY DEPOSIT

- 4.1 The Earnest Money Deposit of PLN 4000/- in the form of account Payee Demand Draft/Pay Order /Bank Guarantee issued by any reputed Bank drawn in favour of "Embassy of India, Warsaw" has to be submitted along with the bid. The validity of the Demand Draft/Pay Order/Bank Guarantee must be up to 6 (six) months from the last date for submission of bids.
- 4.2 No request for transfer of any previous deposit of Earnest Money Deposit or Performance Security Deposit or adjustment against any pending bill held by the Client in respect of any previous work shall be entertained.

- 4.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the government or will render the bidder ineligible to submit bids for contracts with the Embassy of India, Warsaw.
- 4.4 The bids without Earnest Money Deposit will be summarily rejected.
- 4.5 No claim shall lie against the Client in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit i.e. no interest will be payable on EMD.
- 4.6 The bid security may be forfeited:
- (i) If the bidder withdraws his bid during the period of validity of the bids specified by the bidder in the bid form ; or
 - (ii) In case of successful bidder, if the bidder:
 - (a) Fails to sign the contract in accordance with the terms of the tender document;
 - (b) fails to furnish required Performance Security Deposit in accordance with the terms of Tender Documents within the time frame specified by the client; or
 - (c) Fails or refuses to honour his own quoted prices for the services or part thereof.

5. VALIDITY OF BIDS

- 5.1 Bids shall remain valid and open for acceptance for a period of 180 days from the last date of submission of Bids.
- 5.2 In case, client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- 5.3 The client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.
- 5.4 PRE-BID MEETING/SITE VISIT: Interested firms/service agencies may visit the site during site pre bid meeting for visualization and better understanding of the quantum of work. The site pre bid meeting is scheduled on 04.12.2025 and 05.12.2025 at 1100 Hrs. The site addresses are Myśliwiecka 2, Warsaw, 00-459. The bidders may also submit their queries by email on the aforementioned email IDs which will also be discussed in the pre-bid meeting.

6 PREPARATION OF BIDS

- 6.1 **Language:** Bids and all accompanying documents shall be in **English** only. If the bidders wants to submit bid in Polish, he/she will required to attach a certified copy of English translation of the same. The technical as well as the financial bids should be submitted in two sets – one original and one copy.
- 6.2 **Technical Bid:** Technical Bid should be prepared as per the instructions given in the Tender Documents along with all required information, documents in support of the minimum eligibility criteria. **All the documents comprising the Technical Bid shall be put in a separate sealed envelope superscribed as “Envelope A – Technical Bid”.** Documents comprising the Bid:
- a. Technical Bid Submission Form duly signed and printed on Company's letterhead.
 - b. Contact Details Form, duly filled and signed & stamped.
 - c. All attested supporting documents in proof of having fully adhered to minimum eligibility criteria as referred in Section-3 above.
- 6.3 **Earnest Money Deposit:** Earnest Money Deposit of PLN 4000/- in the form of account payee Demand Draft/Pay Order/Bank Guarantee to be submitted separately in a sealed envelope superscribed as **“Envelope B–Earnest Money Deposit”**.
- 6.4 **Financial Bid:** Bidder shall prepare the Financial Bid in the Price Schedule as provided in the Tender Document. Financial Bid shall be put in a separate sealed envelope superscribed as **“Envelope C- Financial Bid”**.

7. SUBMISSION OF BIDS

- 7.1 The Bidding firms have to submit the tenders in two bid system{i.e (i) Technical Bid and (ii) Financial Bid} in the prescribed proforma. Tenders are to be submitted to Embassy of India, Warsaw, Myśliwiecka 2, 00-459, Warsaw. All the documents in support of eligibility criteria etc. and other required documents are to be submitted along with the Tender Documents. No Tender Documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances whatsoever.

The tender shall be submitted in sealed envelopes as described below:

ENVELOPE‘A’	Technical bid
ENVELOPE‘B’	EMD (Demand Draft / Pay Order / Bank Guarantee) or Annexure 6
ENVELOPE‘C’	Financial Bid

- 7.2 No Bid shall be accepted after the specified date and time. However, the Competent Authority in the Embassy of India, Warsaw reserves the right to extend the date/time for submission of bids, before opening of the Technical Bids.

8. BID OPENING PROCEDURE

- 8.1 The Technical Bids (Envelope A) shall be opened at Chancery Complex, Myśliwiecka 2, 00-459, Warsaw in the presence of bidders or their representatives and the Tender Evaluation Committee constituted by the Competent Authority of the Embassy of India, Warsaw. After evaluation of Technical Bids, a list of qualified bidders will be prepared by the Embassy of India, Warsaw. The Financial bids (Envelope ‘C’) will be opened on a subsequent date, which will be intimated to the shortlisted bidders, by email/phone.

- 8.2 The Financial Bids of only those bidders, who qualify at Technical Bid stage, shall be opened by the Committee authorized for the purpose. Those bidders who qualify in the technical bid stage, will be intimated through mail/phone about the date for opening of the Financial Bids.
- 8.3 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, the time remaining unaltered.
- 8.4 A letter of authorization shall be submitted by the Bidder's representatives before opening of the Bids.
- 8.5 Absence of bidder or their representative shall not impair the legality of the opening procedures.
- 8.6 After opening of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated to ensure that the bidder meets the minimum eligibility criteria as specified in the Tender Document.

9. CLARIFICATION ON TECHNICAL BID EVALUATION.

- 9.1 The Technical Bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the client shall not be considered. The client's request for clarification and the response shall be in writing.
- 9.2 If a bidder does not provide clarifications of its bid by the date and time set in the client's request for clarification, its bid may be rejected.
- 9.3 Client also reserves the right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder.

10. PERFORMANCE SECURITY (PS):

- 10.1 **The successful bidder has to deposit Performance Security which will be 5% of finalized annual rate** in favour of 'Embassy of India, Warsaw' in form of Demand Draft / Pay Order/Bank Guarantee within fifteen days of the acceptance of the **Letter of Award (LoA)**. Performance Security should remain valid for a period of sixty (60) days beyond the date of completion of all contractual obligations of the **service provider (SP)**. In case, the contract is further extended beyond the initial period, the Performance Security will have to be renewed accordingly by the SP. No interest shall be paid on Performance Security.
- 10.2 The Performance Security will be forfeited by order of the Competent Authority in Embassy in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, portion of the Performance Security, as may be deemed fit by the Client sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of Contractor's bill has been received and examined.
- 10.3 If the Contractor fails to provide the Performance Security within fifteen days of the acceptance of LoA, such failure shall constitute a breach of the contract and the Client shall be free to make other arrangements at the risk, cost and expense of the Contractor.
- 10.4 On due performance and completion of the contract in all respects, the Performance Security will be returned to the SP without any interest on presentation of an absolute 'No Demand Certificate' from the SP and upon return in good condition of any specifications, samples or other property belonging to the client, which may have been issued to the SP, for carrying out work stipulated in the contract.

11. VALIDITY OF CONTRACT

The contract, if awarded, shall be valid for a period of one year (01 year). The contract may be extended annually on year to year basis, for further 02 years [maximum tenure 03 years from the date of start of work initially] as per the contract signed on same terms and conditions and same rates, subject to satisfactory services provided by the vendor. In case of breach of contract or in the event of not fulfilling the minimum requirements/statutory requirements, the client shall have the right at any time to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the Contractor and initiating administrative actions for blacklisting etc. solely at the discretion of the competent authority in Embassy.

12. PAYMENTS

- 12.1 After award of work, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the SP towards the Garden maintenance works.
- 12.2 The prices in the Price Schedule shall be inclusive of all the charges and applicable taxes as may be levied by the Local Government from time to time.

- 12.3 All payments shall be made by means of bank transfer.
- 12.4 The payment to the workers in accordance to minimum wages prescribed by the local Government along with the statutory compliance Bonus is sole responsibility of the Contractor. In case of revision in minimum wages by the local Government, the same would be absorbed by the service provider. Claim for any escalation shall not be entertained by the Client.
- 12.5 No request for revision/ increase of approved rates during the currency of the contract will be entertained.
- 12.6 No payment shall be made in advance nor will any loan from any bank or financial institution be recommended on the basis of the order of award of work.

13. **Other Conditions, Force Majeure & Penalty Clause**

- 13.1 The workers/gardeners so provided should be on the permanent roll of the Company. Due security clearance/no criminal record certificate from relevant Polish authorities should be provided in respect of gardeners.
- 13.2 The bidder must have satisfactory arrangements for training of its workers. Confirmation in this regard is to be given.
- 13.3 The bidder should submit precise profile of its key clients along with details of services provided.
- 13.4 If any worker is absent on a given day, the company will provide a substitute for him otherwise proportionate deductions will be made from the monthly payment.
- 13.5 Contractor would be fully responsible for all acts of omission or negligence, dishonesty or misconduct of its employees for work at Embassy premises. Contractor would indemnify Client against any compensation/claim and damages etc. due to accident or injury to its employees or death due to accident or otherwise, which may arise out of and during the course of their duties. Client would not be liable to pay any damages or compensation to such workers or to any third party.

- 13.6 In case of any complaint, either as regards the nature of service or as regards the behaviors of workers on duty or otherwise, Contractor would be intimated and would be required to take corrective measures promptly.
- 13.7 Client reserves the right to amend/withdraw any of the terms and conditions in the tender documents or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Client in this regard shall be final and binding on all.
- 13.8 Client reserves its right to revoke the contract at any time, if the services rendered are not found satisfactory during the period of the contract.
- 13.9 Client may, by written notice sent to garden maintenance agency, terminate the contract, with a notice period of at least one month, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Client's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.
- 13.10 The bidder must have modern equipment(s), latest technical expertise for management of buildings and related facilities, as has been defined in brief scope of work. Machinery, equipment, implements, material and consumables proposed to be used should be clearly indicated. List of equipment owned by the company may also be furnished with the bid.
- 13.11 Any wrong or misleading information will lead to disqualification.
- 13.12 The bidder shall maintain at all times machinery / equipment and other resources required for upkeep and cleanliness of the premises of the Client. The bidder will arrange at his own cost additional machinery/equipment and resources if required by the Client for the purpose.
- 13.13 Client reserves the right to remove any person found unfit.
- 13.14 The contractor would be responsible for all mandatory compliance including social security contributions in respect of the gardeners/workers, safety and environmental issues related to the performance of the workers/gardeners in the Embassy premises and other mentioned sites as stated in the eligibility criteria.

Annexure-1

Format for Submitting the Financial Bid

(To be submitted in a separate sealed cover superscribed as “Envelope C–Financial Bid”)

Tender No. WAR/872/07/2025

Date:

To,
Head of Chancery,
Embassy of India,
Myśliwiecka 2
00-459 Warsaw

FINANCIAL BID

Proforma to be filled up and submitted by the bidder (in English)

1	Name of the Bidding Agency/ Company	
2	Address of the Bidding Agency/ Company	
3	Contact details of the Bidding Agency/ Company	

Break-up of the total cost(all charges should be in Polish Zloty only):

1	Total monthly charges for garden maintenance services for 154 man hours: (exclusive of taxes)*	
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* Total expected monthly man hours requirement is 154. It may vary as per Embassy’s requirement. Bidders are however requested to quote monthly price for 154 man hours only.

Yours faithfully,

(Signature of Authorized Signatory)

Name: Designation:

Company seal:

Annexure-2

Letter of Award

No.

Date:

To:

[Name of Contractor]

This is to notify you that your bid dated *[insert date]* for the execution of the Works for *[name of project/Contract]* for the Contract Price of *[amount in figures and in words]*, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by *[name of Employer]*.

You are requested to proceed with the execution of the Works on the basis that this Letter of Award shall constitute the formation of a Contract, which shall become binding upon you signing the Contract Agreement within seven (7) days and furnishing a Performance Security within fifteen (15) days.

We attach the Contract Agreement for your perusal and signature.

Signed

Duly authorised to sign for and on behalf of Embassy
of India, Warsaw

[name of Procuring Entity]

Date:

Annexure-3
Contract Agreement

CONTRACT/AGREEMENT NO.....DATED.....

THIS AGREEMENT is made onbetween Embassy of India, Warsaw (hereinafter referred to as "Client" which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose principal place of office is at Myśliwiecka 2, Warsaw

AND

M/s..... having its registered office at..... (Hereinafter referred to as "the Contractor") which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing manpower services to Client

NOW THIS AGREEMENT WITNESSTH as follows:

WHEREAS the Client invited bids through open tender, vide Notice Inviting Tender dated //_____for "providing Garden maintenance services at Chancery premises at Myśliwiecka 2, Warsaw and Embassy Residence at Aleja Róż 3, Warsaw and a rented property at Solankowa 1, Warsaw under Tender No. WAR/872/07/2025.

AND WHEREAS the Contractor submitted his bid in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite services to the Client

AND WHEREAS the Client has selected M/s.....as the successful bidder ("the Contractor") Pursuant to the bidding process and negotiation of contract prices, awarded the Letter of Award (LoA) No....., to the Contractor on.....for a total sum of [.....Only] For providing garden maintenance services required at Chancery premises at Myśliwiecka 2, Warsaw and Embassy Residence at Aleja Róż 3 Warsaw and a rented property at Solankowa 1 -Warsaw.

AND WHEREAS the Client desires that the garden maintenance services (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for carrying out such services at the monthly charges of _____ for an initial period of one year from ____ to _____, extendable for further two years on yearly basis at the same rates and terms & conditions, subject to satisfactory performance by the Contractor

AND WHEREAS the Contractor acknowledges that the Client shall enter into contracts with other contractors / parties for the gardening services of its premises in case the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard,

AND WHEREAS the terms and conditions of this Contract have been fully negotiated between the Client and the Contractor as parties of competent capacity and equal standing.

AND WHEREAS the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing gardening services in the Client's premises, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.

AND WHEREAS the Contractor shall be responsible for payment of all applicable taxes with polish authorities.

AND WHEREAS the Client and the Contractor agree as follows:

In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement. (This Agreement shall prevail over all other Contract documents):-

The Letter of Award (LoA) issued by the Client;
Letter of Acceptance by the Contractor;
The complete Bid, as submitted by the Contractor;
The Tender Document No. Tender No. WAR/872/07/2025 dated 24.11.2025;
The Addenda, if any, issued by the Client;
Any other documents forming part of this Contract Agreement till date;
(Performance Bank Guarantee, EMD);
Charges-Schedule annexed to this Article of Agreement;
Supplementary Agreements executed from time to time;
Scope of work.

There will be no mid-term escalation in the contract rate during the entire contract period. Claim for any escalation on account of minimum wages and any other statutory obligations, or otherwise also, during the entire period of the contract, shall not be entertained by the Embassy of India, Warsaw. The payment to the workers in accordance to minimum wages prescribed by the Local Government, along with other statutory payments, is the sole responsibility of the Contractor.

Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.

This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor
(Authorized Signatory)

Signed on Behalf of Embassy of India, Warsaw
(Authorized Signatory)

Annexure-4

PROFORMA OF BANK GUARANTEE
(on non-judicial paper of appropriate value)

To,
Embassy of India, Warsaw
Myśliwiecka 2, 00-459 Warsaw

BANK GUARANTEES NO:

DATE:

Dear Sir (S)

This has reference to the Work Order/Contract Agreement No. _____ Dated _____ having been placed by Embassy of India, Warsaw with M/s(Name & Address of Contractor) for _____.

The conditions of this order provide that the Contractor shall,

- a. Arrange to carry out the services listed in the said order by the Client, as per details given in said order, and
- b. Arrange for the service support and provide the items to the Client on site as per the work order and bid documents.

M/s (Name of Contractor) has accepted the said work order with the terms and conditions stipulated therein and have agreed to issue the performance bank guarantee on their part, towards promises and assurance of their contractual obligations vide the work order /Contract Agreement No. _____

M/s. (name of Contractor) holds a current account with us and has approached us and at their request and in consideration of the promises, we hereby furnish such guarantees as mentioned hereinafter.

Embassy of India, Warsaw shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other undertaking of security in respect of the Contractor's obligations and /or liabilities under or in connection with the said contract or to vary the terms vis-a-vis the Contractor or the said contract or to grant time and or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices or the total contract value or to forebear from enforcement of all or any of the obligations of the Contractor under the said contract and/or the remedies of the Embassy of India, Warsaw under any security(ies) now, or hereafter held by the Embassy of India, Warsaw and no such dealing(s) with the Contractor or release or forbearance whatsoever shall have the effect of releasing the bank from its full liability of the Embassy of India, Warsaw hereunder or of prejudicing right of the Embassy of India, Warsaw against the bank.

This undertaking guarantee shall be a continuing undertaking guarantee and shall remain valid and irrevocable for all claims of the Embassy of India, Warsaw and liabilities of the Contractor arising up to and until date

Your right to recover the said sum of _____
_____ only) from us in manner aforesaid will not be affected/or suspended
by reason of the fact that any dispute or disputes have been raised by said M/s _____
and/or that any dispute or disputes are pending before any officer, tribunal or court or Arbitrator.

Our liability under this guarantee is restricted to _____
(_____ Only) Our guarantee shall remain in force until unless a suit
action to enforce a claim under guarantee is filed against us within six months from (which is
date of expiry of guarantee) all your rights under the said guarantee shall be forfeited and we
shall be relieved and discharged from all liabilities there under.

We have power to issue this guarantee in your favour under Memorandum and Articles of
Association of our Bank and the undersigned has full power to do under the power of Attorney
dated_____.

Not with standing anything contained herein:

- 1 Our liability under this guarantee shall not exceed.....(in words)
- 2 This bank guarantee shall be valid up to.....& unless a suit for action to enforce a claim
under guarantee is filed against us within six months from the date of expiry of guarantee.
All your rights under the said guarantee shall be forfeited and we shall be relieved and
discharged from all liabilities there after i.e. after six months from the date of expiry of this
Bank guarantee.
- 3 We are liable to pay the guaranteed amount or any parts thereof under this bank guarantee
only and only if you serve upon us a written claim or demand on or before.....
- 4 The Bank guarantee will expire on.....

Granted by the Bank

Yours faithfully,

For (Name of Bank)

SEAL OF THE BANK
Authorized Signatory

Annexure-5

CONTACT DETAILS FORM

Bidder's description format summary(To be submitted as Technical Bid)

Name of the Bidding Firm along with brief description of the firm	
Name of Partner(s) & Nationality	
Name of the Authorized Signatory	
Nationality	
Passport No.	
E Mail ID	
Telephone No.	
Year & country of Incorporation	
Registration No.	
Service tax/VAT no.	
Registered Office & Address	
Branch offices (with address and Contact details) if any	
Average Annual turnover in last <i>Three</i> Financial years (Audited statements should be attached)	
Total Staff Strength of regular employees with Nationality of Employees	
Total Technical staff(Gardening Staff) percentage	
Nationality of Staff working in Company and to be deputed for work	
Details of existing clients and experience certificate towards providing gardening services for atleast 3 years	
A self declaration towards not being barred or blacklisted by any organisation in Poland or Government of India.	

DETAILS ABOUT KEY PERSONNEL OF THE BIDDING COMPANY

(With ID proof/ supporting documents)

- 1.
- 2.
- 3.
- 4.

Annexure -6

Bid Security Declaration

With reference to tender notice Tender No. WAR/872/07/2025 dated 24.11.2025, this is to certify that if we withdraw or withdraw or modify our bid during period of validity or if we are awarded the contract and we fail to sign the contract or fail to submit a performance security before the deadline defined in this document, we are liable to be suspended for a period considered fit by the Embassy from being eligible to submit bids for contracts by the Embassy of India, Warsaw.

[Signature(s) of the Tenderer(s) with
Name, Designation, Date & Seal]