

भारत का राजदूतावास , वार्सा  
Embassy of India, Warsaw  
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**Tender for providing round-the-clock security services**

Embassy of India, Warsaw, invites bids for providing round-the-clock physical security of its complex at Mysliwiecka 2, 00-459, Warsaw. Interested agencies may send in their bids in the manner prescribed below. Security guards should be fully trained for maintaining security of the premises as also handling of visitors to the Chancery. Requirement of the services of 2 guards is subject to increase or decrease as per need of the Embassy.

Period of Contract - The period of contract will be for one year. The agreement can be extended by mutual consent for a further period of one year from the date of expiry of the first year's agreement on the same rates, terms & conditions.

**Conditions:-**

- 1 A draft agreement is placed at Annexure I. Terms and conditions in the draft agreement will need to be agreed to and signed by the Agency selected for providing the services.
- 2 The signatory to the tender document should also be the authorized signatory of the Agency for signing the Agreement between the Agency and the Embassy of India, Warsaw.
- 3 Agencies making their offer for the tender should be registered in Poland as security providing organization, with relevant Government organisations.
- 4 The security firms should have experience of providing security personnel to - (i) Polish government offices / locations, and/or (ii) companies listed on Polish Stock Exchange, and/or (iii) Embassies/Consulates and International organizations.
- 5 The Agency will have to provide for replacements or additions as and when required by the Embassy.
- 6 The Agency should specify monitoring mechanism for the security guards deployed at the Embassy Premises.
- 7 The Embassy will have the right to do a quarterly review of the services and terminate the agreement in case of persistent lack of quality of service.
- 8 Quality parameters of the security personnel and the security agency/company as detailed in the draft Security Services Agreement should be strictly complied. Offers from the Agency/Company that does not meet the critical requirement will be summarily rejected.
- 9 All interested Agencies/firms may contact the undersigned and fix an appointment for additional information, if any, up to 24 May 2018.

Payment - Payment will be made on monthly basis and for the number of security guards actually on duty. Claims for payment should be made through Faktura invoice at the end of each month.

Opening of Bids - The bids will be opened at 15:00 hrs. on 7 June 2018, in the Embassy of India, Warsaw. The bidder has the option to be present or send an representative at the time of opening of bids.

All offers should be submitted English together with English translation of all supporting documents in Polish language two separately sealed envelopes – the first envelop should contain only the Technical bid detailing Company’s profile, projects, turnover, employees, references etc and the second envelop should contain financial bid indicating hourly amount to be charged giving detailed break-up of the costs, such as basic remuneration, additional payments, social security and other responsibilities etc. Both the envelopes should thereafter be placed in a bigger envelop clearly marked “ Bid for security services” which should be addressed to the "Head of Chancery, Embassy of India, Mysliwiecka 2, 00-459, Warsaw”. The offer must be delivered at the Embassy on or before 1500 hrs of 7 June 2018.

Head of Chancery  
Embassy of India, Warsaw  
Tel. No. +48-22-5400000  
Email: hoc.warsaw@mea.gov.in

**Security Services Agreement**

Signed in Warsaw, on the

Between:

(Hereinafter: "The Company")

Of the 1st Part:

And: The Embassy Of India  
Mysliwiecka 2, 00-459

(Hereinafter: "The Client")

Of the 2nd Part:

Whereas: The company possesses the know-how, the experience and the training in the field of security and guarding services;

And whereas: The client seeks to engage round-the-clock physical security services from the company, pursuant to the provisions of this Agreement, at the business and/or property and/or house and/or plot located at; Mysliwiecka 2, 00-459, Warsaw (hereinafter: "The Properties").

And whereas: The company has agreed to provide the Client with security service at the Properties, in accordance with the provisions of this Agreement;

THEREFORE, the parties hereby agree and stipulate to the following;

Preamble

1. The preamble to this Agreement and its appendices constitute an integral and inseparable part thereof.
2. All headings to this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

Purpose of Agreement

1. The Client hereby appoints the company and the company hereby undertakes and obliges to execute at the properties all of the Security Services prescribed in Appendix-A, enclosed herewith, in accordance with the provisions of this Agreement & Appendix-A.

Declarations and Obligations of the Client

1. The Client undertakes to pay the Company the consideration prescribed in the provisions of this Agreement.
2. The Client undertakes to refrain from engaging security guards of the company for any paid employment or assignment in their individual capacity.

## Declarations and Obligations of the Company

- 1.** The Company obliges to employ, throughout the entire period of this Agreement, a quota of suitable security personnel (only Polish), at the numbers and under the conditions prescribed in Appendix A.
- 2.** The personnel should be not more than 50 years of age and physically / mentally unfit. He/She should not suffer from an apparent disability, including obesity / overweight that would hinder efficient discharge of the duties typical to a security guard. The agency/company should submit Medical Fitness Certificate in respect of every personnel deployed for security from an authorized Medical Practitioner. It should provide only such personnel who have been vetted by local government's security department(s) in terms of past record, character and antecedents. The Company should provide background details of the personnel and also proof of their vetting. The security guards should possess training in basic security duties such as access control and anti-sabotage checks (of person, baggage and vehicles) including the use of basic security tools such as HHMD, DFMD, monitoring CCTV, baggage and letter scanners etc. They should possess knowledge of the potential threats to a foreign diplomatic establishment in general terms and also knowledge of what is 'suspicious' in terms of men and material in the given local context.
- 3.** All security guards must speak Polish and English.
- 4.** The employees of The Company shall be equipped with the appropriate representative uniform, according to conventional practice in the execution of such works and their overall appearance should be neat and clean.
- 5.** They should be thoroughly proficient and trained in handling security equipment they are supposed to carry or use.
- 6.** The Company should furnish information about its other clients in Poland and abroad, including period and type of service rendered in broad terms. Its past experiences, service history and its achievements may also be provided. It should provide proof of registration in compliance of Polish local laws and statutory regulations and that the agency/company is permitted by law in Poland to execute the works subject of this Agreement.
- 7.** The company should also provide the range of security services it provides, the size of the reserve pool of personnel and logistics at its disposal and details of its training facilities and type of training it imparts on personnel to be deployed.
- 8.** The Company agrees to provide choice of persons three times the Client's requirement to interview and choose from. The Client should have the option of choosing a particular employee. The Company should have sufficient employees on its roll so that the staff is rotated periodically. Ideally, the staff should change after every four months. The employee, who will not be accepted by the client, will be substituted.
- 9.** The company will provide security and emergency procedures in consultation with the client, with effect from the beginning of the contract.
- 10.** The company will ensure to pay for all its employees national insurance and third party as well as employer's liability.

12. The company undertakes to follow prevalent Polish Labour laws in determining terms and service conditions of its employees. It agrees to provide the Client details of salary, other benefits/contributions, allowances, leave etc., it permits for its employees.

13. The Company should have provisions for real time checks of functioning of the employee to ensure that the quality of the provided personnel and service they render is always above the benchmark. It should be able to provide proof of this to the Client. The company undertakes responsibility regarding its employees including damages caused by the employees of the company.

Period of Agreement

1. The Period of Agreement shall be for one year, starting from 01.07.2018 and ending on 30.06.2019. The agreement shall be extended with mutual consent at the same rates on the same terms and conditions for an additional period of one year.
2. Notwithstanding the above mentioned, each of the Parties reserves the right to terminate this Agreement, by way of a prior written notice, (transmitted either by email/fax/or registered post) furnished 60 days in advance.

Payments

1. In consideration for execution of the obligations of the company, pursuant to this Agreement, the client obliges to pay the company the sums in accordance with the terms of payment set forth herewith in Appendix-B.
2. Statutory VAT shall be added to the consideration.

Applicability of Agreement and the Laws governing it

This Agreement shall apply only to the Parties that have signed it and it shall grant no rights whatsoever to any given third parties. This agreement regulates and determines the contractual relations between the Parties. Any amendment hereof and/or any waivers and/or extensions in connection with this Agreement shall only be made in writing and signed by the parties.

Miscellaneous

1. The courthouses in the city of Warsaw shall have exclusive jurisdiction over any issue or matter that directly and/or indirectly pertains to this Agreement and/or the security services.
2. The representatives of the Parties, for purposes of this Agreement, shall be:  
On behalf of the Client : Head of Chancery, Embassy of India, Warsaw,  
Poland  
On behalf of the Company:-----
3. The addresses of the Parties to this Agreement shall be the addresses prescribed in the preamble thereof. Any notice that shall be sent via registered mail to any one of the said addresses shall be deemed as having reached its addressee within 3 days of delivery; and if sent via courier - at its time of delivery.

In witness whereof the parties have affixed their signatures

<u>The Company</u>	<u>The Client</u>
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## APPENDIX 'A'

The security services will be provided for the Embassy of India as requested at the:

- a) Embassy building located at Mysliwiecka 2, 00-459, Warsaw
- b) Any other location as specified from time to time

The security services shall include:

- a. A 24 hours security guard for guarding the above premises and people living & working there and a 9 hours security guard for the gate on the rear.
- b. Security & Safety services for the above premises
- c. Patrolling services for the premises

The monitoring of security services:

- a. The company will ensure that there is a security cover provided round-the-clock and shall keep a monitoring mechanism for the guards at the property.
- b. The company shall provide a man hour log every month to the designated nodal officer of the client.
- c. The company shall take prior approval from the nodal officer before changing any guard.
- d. The company shall change a guard immediately on request by the nodal officer.

Additional service: VIP services and events security will be provided upon request, all costs related to the requested services must be agreed beforehand.

Technical Bid

1. The company agrees to all terms of the Security Service Agreement.
2. Information of other clients in Poland & abroad.
3. Detailed information on past experience, service history and achievements of the Company.
4. Furnish proof of registration of the Company in compliance/under relevant statutory regulations of Polish laws.
5. Annual Financial turnover statement for the last five years.
6. Information on the size of the reserve pool of men and logistics such as response teams, patrol vehicles/security equipment/ control room facilities/communication equipment under use etc.

Signature :

\_\_\_\_\_

Name :

\_\_\_\_\_

Designation :

\_\_\_\_\_

Seal :

\_\_\_\_\_

Financial Bid

The Consideration shall be according to the conditions set forth in the Agreement and as follows:

- a. Embassy - Security 24/7 the fix sum of \_\_\_\_\_ PLN per hour/per month.
- b. Total monthly invoice - \_\_\_\_\_ PLN -----. Statutory VAT shall be added to the consideration.

Way of payment:

- a. The company will issue the monthly invoice at the 1st of every month.
- b. The client will issue the payment no later than 14 days after receipt of the monthly invoice.
- c. Any increase in the number of guards, if required, shall be paid on pro-rata basis.

**Detailed break-up of cost**

- 1. -----
- 2. -----
- 3. -----
- 4. -----
- 5. -----

Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Designation : \_\_\_\_\_  
Seal : \_\_\_\_\_