

**No. Kua/Prop/867/2/2001 (Pt.II)**  
**High Commission of India**  
**Kuala Lumpur**

**NOTICE INVITING TENDER**

**GARDEN MAINTENANCE CONTRACT FOR GOVT. OF INDIA PROPERTIES AT 2,  
LORONG DUTA, OFF PERSIARAN DUTA, KUALA LUMPUR AND LEVEL 1, WISMA HRIH  
LOTUS, 442, JALAN PAHANG, SETAPAK, KUALA LUMPUR.**

1. Sealed quotations are invited from reputed and experienced companies/firms for maintenance of Gardens attached to various properties of Govt. of India in Kuala Lumpur.

**2. GENERAL REQUIREMENTS :**

Maintenance and appearance of the grass, shrubbery, garden areas, trees, flowers and related landscape elements are an important part of the representational obligations of High Commission of India (hereafter referred as HCI) and including India House. The Companies/firms (hereafter referred as Contractor) shall perform complete gardening and landscape maintenance as described in this contract for all properties listed above. The contractor shall include all planning, administration and management necessary to assure that all services comply with the contract and all applicable laws and regulations. The Contractor shall meet all the standards of the performance identified below.

**3. MAINTENANCE AND SUPERVISION :**

- 3.1 **SUPERVISION:** The contractor shall designate a representative who shall be responsible for onsite supervision of the Contractor's workforce at all times. This supervisor shall be the focal point for the Contractor and also the point of contact with HCI.

- 3.2 **SCHEDULES:** The contractor shall deliver standard services between 0800 hours to 1600 hours from Monday to Saturday. The deployment of qualified manpower is required as follows:

Chancery (Level 1, Wisma HRIH Lotus, 442, Jalan Pahang, Setapak):

One part-time gardener two days a week for maintenance of potted plants at the Chancery for three hours each day.

India House (2, Lorong Duta, Off Persiaran Duta):

One full time gardener; six days a week for maintenance of garden at India House which has an area of 13200 sq.ft or 0.303 acres from 0800 hrs to 1600 hrs from Monday to Saturday.

- 3.3 **QUALITY CONTROL:** The Contractor shall be responsible for quality control. The contractor shall perform inspection visits to the work site on a regular basis. These visits shall be surprise inspections to those working on the contract. The record of such inspection visits shall be maintained by Contractor and countersigned by authorised representative of HCI.

- 3.4 **TECHNICAL GUIDANCE:** The contractor shall have the services of trained horticulturist with experience in the climate and soil conditions locally to give technical guidance to the Contractor's work force.

- 3.5 GARDEN MAINTENANCE PLAN: The contractor shall submit monthly schedule for maintenance keeping in view of local conditions, types of vegetation and climate factors. The plan should also indicate weekly fogging. This schedule will be approved by HCI and any changes made by HCI would be acceptable to the Contractor.

#### **4. GARDEN/LAWN CARE:**

- 4.1 GRASS CUTTING: The Contractor shall maintain the height of the grass between 4 and 6 centimetres. The contractor is responsible for all equipment and fuels needed to complete this task.
- 4.2 EDGING: The contractor shall edge all sidewalks, driveways and curbs each time the adjacent grass is cut.
- 4.3 Trimming: The Contractor shall trim grass around trees, shrubs, cultivated areas, sprinkler heads, valves, fences, buildings, poles and structures so that grass height does not exceed the adjacent grass.
- 4.4 WEEDING: The contractor shall weed the grounds and gardens on a continuous basis to prevent the growth of weeds into lawns and landscapes. The contractor may use weed killing chemicals to prevent the growth of weeds to eliminate grass and weeds in the cracks and joints within or along sidewalks and curbs.
- 4.5 TURF REPAIR AND RE-ESTABLISHMENT: The contractor shall, whenever necessary, repair areas damaged by vehicular traffic, oil and gas, building repairs, and normal foot traffic. The damaged areas shall be filled in and levelled and then seeded or sodded, and maintained to conform to adjacent areas.
- 4.6 The method, frequencies and dates of grass cutting, hedging, trimming, weeding and turf repair shall be part of the contractor's monthly plan.

#### **5. PRUNING:**

- 5.1 The contractor shall maintain trees, shrubs, hedges, vines, ground cover and flowers.
- 5.2 The Contractor shall prepare a schedule for dates of pruning indicating method and frequencies of pruning.
- 5.3 The contractor shall prune all shrubs, vines, bushes, ground cover and trees to:
- Direct and encourage plant growth in directions desired;
  - Pruning should be in the proper season according to best horticultural practices;
  - Remove dead and unsightly growth; and
  - Maintain a neat and attractive appearance
- 5.4 At no additional cost to the HCI, the Contractor shall replace any tree, bush or shrub that is killed or rendered unusable for its intended purpose through negligent or irresponsible practices that are attributable to the contractor.

## **6. LEAF REMOVAL:**

The Contractor shall, on daily basis, remove leaves and other waste from the properties.

## **7. RECYCLED MATERIALS:**

The Contractor shall promote recycled uses for lawn and tree debris in meeting other gardening needs, such as mulch and compost.

## **8. REMOVAL OF DEBRIS:**

The Contractor shall remove foreign material, cuttings, grass, leaves, bark, limbs, dead vegetation, paper and trash from the maintained areas including walkways, stairways and curbs within or adjacent to the area. The Contractor shall remove all debris and equipment from the work site before the end of each workday. Debris removal shall prevent unsightly accumulation. The debris should be removed to authorised disposal site. The contractor is responsible to all expenses incurred in collection and disposal of debris.

## **9. WATERING:**

9.1 The Contractor shall water lawns, flowers, shrubs and trees to provide for moisture penetration to a depth of 7 centimetres. In natural precipitation is sufficient to fulfil this requirement, the Contractor may suspend watering to avoid too much water in the soil.

9.2 The Contractor shall provide all hoses, portable sprinklers and other similar irrigation equipment, **if required.**

9.3 The HCI shall furnish supply of water.

## **10. FERTILIZER:**

10.1 The Contractor shall fertilize and lime the soil to promote proper health, growth, colour and appearance of cultivated vegetation, following proper horticultural practice for the types of vegetation, soil, weather conditions etc.

10.2 The Contractor shall fertilize the garden areas a minimum of three times a year.

10.3 The Contractor shall apply weed killer once a year, if required.

10.4 The Contractor shall fertilize trees, shrubs, bushes, hedges and plants a minimum of two times a year.

## **11. PEST AND DISEASE CONTROL:**

The Contractor shall ensure controlling of pests and plant disease so as to maintain flowers, shrubs, vines, trees and other planted areas in a healthy and vigorous condition.

## **12. HAZARDOUS AND TOXIC SUBSTANCES:**

The Contractor shall ensure safe handling, application, removal and environmentally sound disposal of all hazardous or potentially hazardous fertilizers, weed killers and pest control products.

## **13. PERSONNEL REQUIREMENTS:**

- 13.1 The contractor shall maintain discipline at the site and shall take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by Contractor employees at the site. The contractor shall preserve peace and protect persons and property at site. The HCI reserves the right to direct the Contractor to remove an employee for the worksite for failure to comply with the standards of conduct. The contractor shall immediately replace such an employee to maintain continuity of services at no additional costs to the HCI.
- 13.2 The Contractor's employees shall wear clean, neat and complete uniforms when on duty.
- 13.3 Neglect of duties shall not be condoned.
- 13.4 Disorderly conduct, use of abusive or offensive language, quarrelling, intimidation by words, actions or fighting shall not be condoned.
- 13.5 The contractor shall not allow its employees while on duty to possess, sell, consume or be under influence of intoxicants, drugs or substances that produce similar effects.
- 13.6 Contractor employees may be subject to criminal actions as allowed by law in Malaysia.
- 13.7 Access Control: Access to the premises at all times should be with the approval of Security Guard/Caretaker or residents of the building/property.
- 13.8 The contractor shall comply with all labour laws and relevant rules and regulations as per local laws.
- 13.9 After award of contract, the Contractor shall provide the list of date of each employee who will be working under this contract including the details of supervisors.
  - Full Name
  - Place and Date of Birth
  - Current Address
  - Identification Number

## **14. MATERIAL AND EQUIPMENT:**

The contractor shall provide all necessary gardening supplies and equipment, including rakes, lawn mowers, hoe, pitchfork, punning sheers, and fertilizers to perform the work. The bidder shall undertake to provide seeds/ saplings/ seasonal plants for decorative purposes from time to time.

## **15. INSURANCE AND GENERAL LIABILITY:**

- 15.1 The Contractor shall be liable to provide whatever insurance is legally necessary. The contractor shall, at its own expense, provide and maintain during the entire performance period the required insurance.
- 15.2 The Contractor shall obtain any types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.
- 15.3 The Contractor agrees that the HCI shall not be responsible for personal injuries or for damages to:
- Any property of the contractor
  - Its employees, agents, servants, employees or any other person
  - Arising from and incident to the Contractor's performance of this contract.
- The contractor shall hold harmless and indemnify the HCI from any and all claims. The contractor shall submit the required insurance within 10 days of award of contract.

## **16. LAWS AND REGULATIONS:**

- 16.1 Without any additional expense to the Govt., the Contractor shall comply with all laws, codes, ordinances and regulations required to perform this work. If there is a conflict between the contract and requirements of local laws, the contractor shall promptly advise the HCI through Head of Chancery of the conflict and of the Contractor's proposed course of action for resolution by HCI.
- 16.2 The Contractor shall comply with all local laws, regulations, customs and practices pertaining to labour, safety and similar matters.

## **17. QUOTATIONS, CRITICAL DATES AND GENERAL CONDITIONS:**

- 17.1 The HCI shall follow two bid system i.e Technical bid and Financial bid. The bidder should submit technical bids and financial bids in separate sealed cover. The envelope should be superscribed as "Technical Bid" or "Financial Bid" as the case may be. Both these envelopes should be kept in bigger envelope and this should be superscribed as "Bids for Garden Maintenance for the High Commission of India, Kuala Lumpur". The schedule for bidding will be as follows:

Tender issue date:	24.08.2022 at 1300 hrs.
Bid submission start date:	25.08.2022 at 1000 hrs.
Bid submission end date:	15.09.2022 at 1700 hrs.
Technical Bid opening date:	16.09.2022 at 1100 hrs.
Financial bid opening date:	To be conveyed

- 17.2 Evaluation of Technical bids shall be done by HCI and financial bids of only those bidders shall be opened who qualify in Technical Bids. The decision of HCI regarding qualification in Technical Bid shall be final. Technical bids should contain following documents :
- Experience of at least five years of executing works of similar nature. Relevant documents/certificates showing minimum experience should be submitted.
  - Certificate from auditors of the company on being financially sound and should not have incurred losses in the last five years.
  - Undertaking that all employees of the company are being paid in compliance with Malaysian laws governing such employees.
  - List of establishments where the company is presently working.
  - List of plant and machinery and employees of the company
- 17.3 In financial bid, the bidder should quote monthly charges for all the three properties separately. GST should be mentioned separately. The component of GST shall not be taken into account while determining the quote price The total cost of providing services to all three properties together shall be taken into account while evaluating bids.
- 17.4 Conditional offers shall not be accepted and shall be rejected summarily without assigning any reason.
- 17.5 The Quotation along with acceptance of all conditions of contract mentioned above should be addressed to **“Head of Chancery, HCI, Kuala Lumpur”** in a sealed envelope and must reach undersigned on or before 15 September 2022 by 1700 hrs.
- 17.6 At the time of award of contract, the companies shall be required to submit performance guarantee in the form of banker’s cheque, bank draft or bank guarantee equal to 5% of the annual value of the contract. The Performance Guarantee shall remain valid for a period one month beyond the date of completion of all contractual obligations.
- 17.7 The period of contract initially shall be for a period of one year which can be extended by another one year on same terms and conditions with mutual consent of both parties.
- 17.8 The HCI reserves the right to reject any quotation or scrap the whole process without assigning any reason. No claim whatsoever in this regard shall be entertained.
- 17.9 Any clarification on this tender may be obtained from the Head of Chancery, HCI, Kuala Lumpur in person or by email at [hoc.kl@mea.gov.in](mailto:hoc.kl@mea.gov.in).

Sd/-  
(Devender Singh)  
Head of Chancery