



**High Commission of India  
Kuala Lumpur**

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**No. Q/KUA/Prop/867/2/01**

**NOTICE INVITING TENDER (NIT)**

**GARDEN MAINTENANCE CONTRACT FOR GOVT. OF INDIA  
PROPERTIES AT INDIA HOUSE AND CHANCERY OF HCI, KUALA  
LUMPUR**

1. Sealed quotations are invited from reputed and experienced companies/firms for upkeep of potted plants at its Chancery complex at Level1, Wisma HRIH Lotus, 442, Jalan Pahang, Setapak, Kuala Lumpur and maintenance of garden at India House, No.2, Lorong Duta, Off, Persiaran Duta, 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 its various premises 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. He should present at least once a week in the High Commission for discussion and reporting of issues.
- 3.2 SCHEDULES: The contractor shall deliver standard services as elaborated in this notice at a frequency determined by the Contractor, which should be clearly mentioned in terms of manpower per month along with proposed schedule in the sealed financial bid to achieve the desired outcomes in terms of quantity, quality and specifications as outlined in this notice. The deployment of qualified manpower is required as follows:
- (a) Chancery (Level 1, Wisma HRIH Lotus, 442, Jalan Pahang, Setapak, Kuala Lumpur): Maintenance of potted plants at Chancery premises. The scope of work includes maintenance of potted plants in the Chancery premises. The indicative number of potted plants in the Chancery is 50.
  - (b) India House (2, Lorong Duta, Off Persiaran Duta): For maintenance and upkeep of garden which has an area of 13200 sq.ft or 0.303 acres.
- 3.3 QUALITY CONTROL: The Contractor shall be fully responsible for quality of garden maintenance works at all properties. The contractor or his appointed representative shall perform inspection visits to the work site on a regular basis (at least once a week). 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/ arborist with experience in the climate and soil conditions locally to give technical guidance to the Contractor's work force. The details of such trained horticulturist/arborist shall be submitted to HCI and he shall report on the condition of garden including all trees once a month on the last working day of the month.
- 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. Only plant based insecticides and pesticides would be used. 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 centimeters at all times. The contractor is responsible for all equipment and fuels needed to complete this task. Use of proper lawn mowing machines should be made to ensure uniformity and neat appearance of the garden. The contractor shall also ensure that patching of grass
- 4.2 EDGING: The contractor shall edge all sidewalks, driveways and curbs each time the adjacent grass is cut. It shall be ensured by the contractor that the edging is done every time there is grass cutting and there is no delay.
- 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 daily basis to prevent the growth of weeds into lawns and landscapes. The contractor should manually remove the growth of weeds to eliminate grass and weeds in the cracks and joints within or along sidewalks and curbs.
- 4.5 The method, frequencies and dates of grass cutting, hedging, trimming, weeding and turf repair shall be part of the contractor's monthly plan.
- 4.6 The contractor must assess the condition of the trees in the premises periodically and send the report to HCI. The contractor/arborist should advise on regular pruning of trees or cutting of trees (if required). Pruning up to a height of 4 m shall be part of this contract.
- 4.7 Pruning of trees beyond 4 m or reduction in crowning of trees beyond 4 m shall be paid for separately if carried out by the contractor. HCI shall be informed before carrying out such work and rates should be settled before the work is done.
- 4.8 If any tree needs to be cut due to its condition, the Contractor shall seek necessary approval from local authorities including Arborist report and thereafter seek approval from High Commission for cutting the trees. Separate payment for cutting and removal of trees shall be made to the contractor. However, all such charges should be finalized before carrying out the work.
- 4.9 In case a tree in the garden at India House falls down, the contractor shall immediately clear and remove the debris as per local laws. The contractor should also furnish a report on the felling of trees.

## 5. PRUNING:

- 5.1 The contractor shall maintain trees, shrubs, hedges, vines, ground cover and flowers of good quality.
- 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
  - Should be discussed with HCI representative regularly.
- 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. The replacement should be by same plant species.

## 6. LEAF REMOVAL:

The Contractor shall, on daily basis, remove leaves and other waste from the properties. This shall be completed by the end of the working hours on every working day so as to ensure the neatness.

## 7. RECYCLED MATERIALS:

The Contractor shall promote recycled uses for lawn and tree debris in meeting other gardening needs, such as mulch and compost. This should be done regularly and approval of local authorities, if required, shall be obtained by the Contractor.

## 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. If 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, as and when 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 four times a year. This should be done with the prior knowledge of representative of High Commission.
- 10.3 The Contractor shall fertilize trees, shrubs, bushes, hedges and plants a minimum of two times a year.
- 10.4 No separate payment for supply of fertilisers, manure, seeds, plants etc. shall be made to the contractor. It is the responsibility of the contractor to procure seeds, plants, grass etc of good quality so as to maintain the neatness of the garden at India House

## 11. PEST AND DISEASE CONTROL:

The Contractor shall ensure controlling of pests and plant disease using bio-pesticides 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, quarreling, 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.

#### 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. FLOAT TEAM

17.1 For proper maintenance of garden, a mobile team to be deployed every week to carryout lawn mowing and other routine horticultural works.

#### 18. PENALTY

18.1 For absence of Gardener as per schedule proposed:-RM 150/per day.

18.2 For non-attendance of float team during garden schedule:-  
RM 600/week

#### 19. TERMINATION OF CONTRACT

19.1 Both parties have the option to terminate the contract by giving three months notice in writing.

## 20. PAYMENT

20.1 The contractor shall submit the bills in the first week of a month for the services rendered in the preceding month and payment shall be made before 15<sup>th</sup> day of that month. No interest shall be payable for delay in payment due to unforeseen reasons.

20.2 The contractor shall submit the bills alongwith attendance duly certified by HCI representative in respect of gardeners, float team, inspection visits etc.

## 21. QUOTATIONS AND GENERAL CONDITIONS:

21.1 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 of HCI in Malaysia 2023”.

21.2 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

21.3 In financial bid, the bidder should quote monthly charges for maintenance of garden at India House and maintenance of potted plants at the Chancery separately. SST should be mentioned separately. The component of SST shall not be taken into account while determining the quote price. The total cost of providing services to both the properties together shall be taken into account while evaluating bids.

*21.4 The rates quoted by the service providers should be in compliance of the minimum wages (if any) as fixed by the local authorities and any increase in such minimum wages by the local authorities shall be borne by the service provider and Mission will not entertain any request for increase of approved rates during the currency of the contract”.*

*21.5 No request for revision/increase of approved rates during the currency of the contract will be entertained”.*

21.6 Earnest Money Deposit/Bid Security Deposit:

The estimated cost of the scope of work mentioned in this tender document is RM 34,800/- for one year. The prospective bidders must submit Earnest Money Deposit/Bid Security Deposit of the amount of RM 1044/- in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's cheque or bank guarantee from any of the Commercial banks or online payment. The instrument should be

valid for a period of at least forty five days beyond the final bid validity period.

In place of Earnest Money Deposit, the prospective bidders may also submit Bid Security Declaration as per the undertaking in the enclosed format.

21.7 Conditional offers shall not be accepted and shall be rejected summarily without assigning any reason. Similarly, *if a firm quotes NIL charges /consideration, the bid shall be treated as unresponsive and will not be considered*

21.8 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 09 June 2023. The outer sealed envelope should clearly mention the name of the company, name and email id of the contact person.

The technical bids shall be opened on 12<sup>th</sup> June 2023. The date for opening of financial bids shall be communicated to the technically qualified bidders in due course.

21.9 Invitation for site visit: The prospective bidders, in order to ascertain the volume of work, may visit the sites i.e. India House and Chancery premises on any working day from date of publication of this tender till the last date of the bid submission i.e. 09 June 2023. However, the companies may inform the undersigned, in writing, via email, atleast a day prior to the visit.

21.10 If the bidder company is from a country sharing land border with India, it is mandatory that the company should be registered with a Competent Authority in order to be eligible to bid for this tender.

21.11 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 3% of the annual value of the contract. The Performance Guarantee shall remain valid for a period two months beyond the date of completion of all contractual obligations.

21.12 The contract period would initially be for a period of One year, extendable on year to year basis for another two years on same rate and same terms & conditions and charges subject to satisfactory services and mutual consent.

21.13 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.

21.14 Any clarification on this tender may be obtained from "Head of Chancery, HCI, Kuala Lumpur" in person or by email at [hoc.kl@mea.gov.in](mailto:hoc.kl@mea.gov.in)

(Devender Singh)  
Head of Chancery  
HCI, Kuala Lumpur  
16.05.2023

Name of Company:-

TECHNICAL BID

Sr. No	Particulars	YES	No	ATTACHED SUPPORTING DOCUMENTS	REMARKS
1	Experience of at least five years of executing the works of similar nature. Relevant documents/certificates showing minimum experience				
2	Certificate from auditors of the company on being financially sound and should not have incurred losses in the last five years				
3	Undertaking that all employees of the company are being paid in compliance with Singapore laws governing such employees				
4	List of establishments/Diplomatic Missions where the company is presently working				
5	List of tools and machinery and employees of the company				

Signature  
Name  
Company Seal

Name of Work: - Annual Maintenance of Potted plants at Chancery of High Commission of India, Kuala Lumpur and upkeep of garden at India House.

Declaration in lieu of Bid Security Amount

I, -----on behalf of company M/s ----- (name of Company) having office at ----- hereby declares that my financial bid for the work “Annual Maintenance of Gardens at High Commission of India, Kuala Lumpur shall remain valid till 31 August 2023. I undertake that I will not withdraw or modify my bid till 31 August 2023.

I also undertake that upon award of work, I will submit the Performance Guarantee as required under the contract. I understand that in the event of my not submitting the performance Guarantee or if I fail to execute the work, my company shall NOT be considered for any work in the High Commission of India for a period of two years starting from the date of award of work.

(Signature with name and address)  
Office Seal of the Company



Name of Company:-

FINANCIAL BID

Number of man hours (per month) proposed for Maintenance of Garden at India House:	
Number of man hours (per month) proposed for maintenance of potted plants at Chancery:	
Monthly amount to be charged for maintenance of Garden at India House (in RM):	
Monthly amount to be charged for maintenance of potted plants at Chancery (in RM):	
SST to be charged (if applicable) (in RM):	
Total monthly amount to be charged (in RM):	

Signature  
Name  
Company Seal