

No.Kua/Prop/885/1/2018  
High Commission of India Kuala  
Lumpur  
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## **NOTICE INVITING TENDER**

**Subject:** Invitation for competitive Tender for Annual Maintenance Contract (AMC) of Cleaning Work at Chancery building, High Commission of India, Kuala Lumpur at Level 1, Wisma Hrih Lotus, 442 Jalan Pahang, Kuala Lumpur and Embassy Residence at 2, Lorong Duta, Off Persiaran Duta, Kuala Lumpur

The High Commission of India, Kuala Lumpur invites sealed quotations from reputed, experienced and financially sound maintenance Companies which can provide Annual Maintenance Contract (AMC) of cleaning work at Chancery complex and at India House initially for a period of three years as has been defined in 'Scope of Work' in this tender document. The company should have a minimum of 5 years of experience in the field as on date of issue of this document. Bids/quotations may be submitted to 'Head of Chancery, High Commission of India, High Commission of India, Kuala Lumpur at Level 1, Wisma Hrih Lotus, 442 Jalan Pahang, Kuala Lumpur by Post or hand delivered latest by 1200 hrs of 3.8.2018. The schedule for bidding is as follows:

Bid submission (start date)	:	25.1.2022 (1000 hrs)
Bid submission (end date)	:	15.2.2022 (1300 hrs)
Bid Opening date (Technical)	:	15.2.2022(1500 hrs)
Bid Opening date (Financial)	:	To be conveyed

### **SCOPE OF WORK – CLEANING**

#### **CHANCERY**

1. Cleaning of the entire office area of the High Commission of India at Level 1, Wisma Hrih Lotus, 442 Jalan Pahang, Kuala Lumpur including common passages, lobbies, foyer and waiting areas. The cleaning works will include cleaning with brooms, mops, vacuum and other equipments as may be necessary including glass windows, doors, furniture, equipment and office desks.
2. Cleaning of all washrooms and pantries.
3. Scrubbing of floor area once in every three months with scrubbing machines
4. Removing of all waste materials/ garbage and leftover food etc.
5. The bidder shall undertake to provide all cleaning material, toilet tissues, hand soap and chemicals for urinals and toilets for all the washrooms and two sets of hand towels for each washroom. One set of hand towel should be kept in the designated washrooms which would be replaced with another next week.
6. The bidder shall undertake to provide minimum 4 cleaning staff (for upto 36 man hours) each working day for the Chancery area. However, in case it decides to provide

more than 4 cleaning staff, it would be at no extra cost.

## **INDIA HOUSE**

7. The bidder shall undertake to provide 2 cleaning personnel five days of the week and upto six hours with prior intimation, if desired by the High Commission.
8. The cleaning work will involve cleaning of vsitors' washrooms, pantries, removal of garbage from the premises including cleaning of doors, windows and furniture
9. The work will also involve cleaning up of the representational area(s) in the Embassy Residence along with common passages, lobbies, foyer and waiting areas leading to representational areas and outside areas.

## **Eligibility Criteria**

The bidder must be registered under the Malaysian Companies Act and should have all applicable/appropriate licenses in their own name. The bidder should have a minimum of 5 years of experience in the field as on date of issue of this Tender Enquiry and has done similar works of same value. The company should have a good financial standing. No loss has been incurred in last three years. The bidder should submit precise profile of its activities and operations in different fields, management and ownership/partnership and other companies in the same groups. Bidders may give information of details of their services with various important clients recently.

## **Terms & Conditions**

The bidder will have to ensure compliance of all mandatory Labour Laws/regulations laid down by the Government of Malaysia and any other relevant Acts and regulations enforceable from time to time without any liability on the High Commission of India, Kuala Lumpur or without any responsibility for statutory compliance by the High Commission.

The contractors/agencies provide/supply the following during the period of the AMC without any extra cost:-

1. All the cleaning material required (mentioned from (1) to (9) for the cleaning services
2. The workers provided should be *regular employees* of the company with valid *work permits and visas* and should be Indian nationals *or any friendly country/locals*.
3. The bidder must have modern equipments, latest technical expertise for management of buildings and related facilities, as has been defined in 'Scope of Work'.
4. Duration of Contract: The contract will be for *three years* duration from the date of award *which will be extendable at the same rate and terms and conditions upon satisfaction by the High Commission and the Service Provider*.
5. Right to accept any bid and to reject any or all bids: The High Commission of India, Kuala Lumpur, at its own discretion, accept or reject any bid/quotation without assigning any reasons thereof. The decision of the High Commission shall be final and binding on all.

6. **Change Orders** : The agreement may be amended or modified with consent of both parties in writing signed by the duly authorized representatives of the respective parties. No variation in or modification of the terms of the Contract shall be made except by written amendment signed by both the parties i.e., the bidder and High Commission of India, Kuala Lumpur.
7. **Notification of award**: Prior to the expiration of the period of bid validity, High Commission will notify the successful bidder in writing that its bid has been accepted. The notification of award will constitute the formation of contract.
8. **Site Visit**: The bidders shall visit the work place, understand the scope thoroughly (even if it is not mentioned in this tender) and then quote for. The bidder shall contact the Administration Wing, High Commission of India, Kuala Lumpur, for visiting the site between 1<sup>st</sup> and 4<sup>th</sup> February , 2022 (from 9:00 a.m. to 12:00 p.m.). The prospective bidder must provide prior intimation for site visit by calling Mr Abhijit Mitra, Attaché on +601126604535.
9. **Force Majeure**: For the purpose of this clause, 'Force Majeure' means an event beyond the control of the service provider and not involving the service provider's fault or negligence and not foreseeable. Such events may include but are not restricted to acts of the High Commission either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
10. If a Force Majeure situation arises, the service provider shall promptly notify the authority in writing of such conditions and the cause thereof. Unless otherwise directed by the High Commission of India in writing, the service provider shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means not provided by the Force Majeure event.

The High Commission may terminate this contract, by giving a written notice of minimum 30 days to the service provider being unable to perform a particular portion of the services for a period of more than 15 days.

11. **Termination of Contract**: The High Commission may, by written notice sent to the service provider, terminate the contract, in whole or in part at any time without assigning any reasons for its convenience. The notice of termination shall specify that termination is for the High Commission's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.
12. The service provider shall pay the expenses of applicable duties for execution of agreement.
13. If the service provider imposes condition, which is in condition to or in conflict with the conditions mentioned herein, his tender is liable to summary rejection. In any case, none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of tender issued by the High Commission.
14. Any bid received by the tendering authority after the deadline for submission of bids will be rejected and not be considered and may be returned unopened to the service provider.

15. The service provider shall be deemed to have visited the site(s) and made themselves familiar with the working condition whether they actually inspect the site(s) or not.
16. The service provider shall employ as its representatives, servants and workmen after verifying their antecedents and loyalty before employing them for the works. It shall ensure that no person of doubtful antecedents and nationality is, in any way, associated with works.
17. The rates quoted by the service provider shall be deemed to include all taxes and duties etc. as applicable. Liability, if any, towards staff and employees from principal employer's end shall be deemed to be included in the offer.
18. The service provider would need to ensure that all the statutory requirements for operating buildings are in force and adhered to.
19. Validation of Contract: The contract shall be valid initially for three years after the issue of letter of intent, subject to satisfactory performance of the competent authority. The High Commission will have the right to review or cancel contract at any stage of execution with 30 days of advance notice.
20. Code of Conduct and Penalty for Non Performance: The service provider or an experienced supervisor engaged by the service provider shall personally visit installations under operation daily in every shift and ensure Planned Preventive Maintenance (PPM) is followed strictly. He shall also ensure proper manning of each installation by authorized technician and by organizing the operators engaged by the service provider in such a manner that all services are manned.
21. The number of workers as agreed upon for work at the complex shall be available for work as per agreed schedule. If the number of the employees falls short of the agreement, proportionate wages shall be deducted from the bill for the respective month.
22. If any of the assigned work is not found satisfactory, an appropriate amount will be deducted for every major deficiency from the bill for the respective month. The decision of the High Commission will be final in this respect.
23. All workers and staff employed by the company shall be employee of the company and will not have any claim of any nature on the High Commission. Any dispute arising between employee and company will be the responsibility of the company only.

Other conditions: The service provider shall ensure that all compliances governing the employment of labour under this contract are met in line with the requirement.

The service provider is also responsible for transfer and discharge of all personnel employed by the service provider shall at all times and for all purposes be solely in the employment of the service provider.

The service provider shall assign personnel of appropriate qualification and experience to perform and fulfill its obligation under this tender. The service provider

shall take commercially reasonable steps to ensure the staff members performing services under this tender are qualified and suitable to perform such services. The service provider is obliged to replace, without unreasonable delay and at no cost to the High Commission, any personnel whom the High Commission considers lacking the necessary competence or with whom the High Commission finds it difficult to collaborate.

The service provider will have to ensure compliance with all Labour laws/regulations before a contract can be signed. This will include obtaining appropriate trade licenses, labour card of employees and applicable insurance, if any. The service provider will ensure that the total number of cleaning staff deployed at any site is agreed with the High Commission beforehand and the number is not changed without a mutual contract in writing.

The service provider shall ensure that all employees assigned by them to perform development of the services are employees of the service provider and that under no circumstances shall the relationship of employer and employee be deemed to arise between the High Commission and the service provider's personnel.

The service provider must know and follow their duties related to safety for all personnel. These guidelines are applicable to contractors as well as sub-contractors deployed by them at the site.

The service provider must provide consumables, modern tools and equipment based on applicable regulations/codes/guidelines.

The service provider should ensure that proper qualified/trained/licensed personnel carry out the jobs and that proper supervision is done for all jobs.

All workmen of the service provider must have valid identification cards issued by the employer/ local government to be displayed at all times during duty hours.

Taxes and Duties: The bidder must include in their bids all duties, royalties and sales/service taxes or any other taxes, fees, charges as applicable. The High Commission will entertain no extra claim on this amount at any stage of execution of work. In case of any variations in the taxes, the same shall be charged after producing the Government notification.

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Employees: The contracting company must employ qualified/competent personnel on site for execution of the agreed tasks. The workers provided should be on the permanent roll of the company with valid working visas. The company shall comply with the provisions of all applicable labour and immigration legislations.

**Execution Method:** The successful bidders shall get the following documents approved by the High Commission Management for effective performance of tasks:

Standard operation procedure for all service categories, Daily/Weekly/Monthly/Quarterly/Yearly Maintenance Schedules, Log books/Log Sheets/ Down time scheduling of various services.

**Technical Evaluation:**

- I. Only the agencies who fulfill the Minimum Eligibility Criteria and submit the documents as mentioned in Annexure-I shall be eligible for technical evaluation. Such agencies shall be required to undergo a technical evaluation.
  
- II. **As part of the technical evaluation, agencies will have to give a technical presentation to the Mission covering the points as mentioned in the table below. The technical evaluation of the bidders shall be made on the following points:**

**Minimum Eligibility Criteria**

Number of contracts held in last 3 years  0-1: 2 Marks 2-4: 5 Marks 5-6: 8 Marks >6 : 10 marks	10 marks
<b>Company Standards:</b>	
- Registration/ SSM	03 marks
- No. of workers (excl office staff)	Less than 10: 3 Marks 10-20: 6 Marks More than 20: 12 Marks
- Company's turnover per annum	Less than MYR 25,000: 5 MYR 25,000-50,000: 10 > MYR 50,000: 15
Copies of work permits of te workers to be deployed on High Commission premises	10 Marks
List of consumables, cleaning materials and equipments to be provided	20 Marks
<b>TOTAL</b>	<b>50 marks</b>

Companies must obtain at least 60% (30 marks) from above said criteria to gain Minimum Eligibility Criteria

### **Financial round:**

- i. Only the agencies, who qualify the Technical evaluation round, will be eligible to participate in the financial bidding round. The date and time for opening of the Financial Bid will be intimated on a later date.
- ii. The bidder will quote their 'per year rate' (exclusive of applicable taxes) for carrying out the entirety of the scope of work. The rates shall be quoted in the Online BOQ sheet (a sample is provided with tender documents as Annexure II)
- iii. No change in financial bids is allowed after the last date of submission of tender documents.

**Earnest Money Deposit:** Earnest Money Deposit: Bidders are required to submit an Earnest Money Deposit (EMD) of amount of MYR 500. It must be delivered to the High Commission of India, Kuala Lumpur in the form of Demand Draft/Bank Guarantee in favour of High Commission of India, Kuala Lumpur OR Bid Securing Declaration (BSD) may be submitted in lieu of an EMD. (Annexure-III). The bid security of unsuccessful bidders will be returned to them after the award of the contract. Earnest Money Deposit for the purpose of tender will earn no interest.

EMD will be forfeited on account of one or more of the following reasons:-

- The Bidder withdraws/modifies his bid during the period of bid validity.
  - In case the selected bidder fails to sign the agreement in time and furnish performance bank guarantee.
- II. The Agency has to provide services on a 24 x 7 basis.
  - III. Bidders are required to upload documents exactly as described in Annexure I.

### **Performance Bank Guarantee:**

The successful bidder shall provide a Performance Guarantee for the due and faithful performance of contract for a sum of 10% of the total contract price before the signing of Agreement. The Performance Guarantee should remain valid for a period of 60 days beyond the date of completion of contractual obligations. Earnest Money Deposit of the successful bidder will be returned after submission of Performance guarantee.

Refusal or inability or delay by successful bidder to supply all deliverables as per scope of work at the contracted rate may result in termination of the contract and forfeiture of Performance Guarantee (PG) as well as disqualification of the bidder from participating in future tenders.

**General Instructions for Compliance**

The tenders should be submitted in two sealed covers – the first sealed cover should be superscribed “Technical Bid” and second sealed cover superscribed “Financial Bid”. Both the sealed covers should be placed in the main sealed envelope superscribed “Tender for Cleaning Work at HCI, Kuala Lumpur ” and addressed to ‘Head of Chancery, High Commission of India, Kuala Lumpur, Level 1, Wisma Hrih Lotus, 442 Jalan Pahang, Kuala Lumpur.

(Sd/-)  
Devender Singh  
Head of Chancery



Annexure-I

S. No.	Document	File type
1	<b>Earnest Money Deposit (EMD) for the amount as decided by the mission, in the form of Demand Draft/Bank Guarantee in favour of High Commission of India, City / Country</b> Scanned copy of the Demand Draft/Bank Guarantee to be uploaded.	.pdf
2	Copies of registration	.pdf
3	Copy of PAN & GST number as applicable.	.pdf
4	Copy of Tax returns for the last three years.	.pdf
5	Copy of Latest Tax/VAT/GST Clearance Certificate or copy of latest tax deposit challan.	.pdf
6	A list of their owners/partners etc. of the agency	.pdf
7	Copy of Certificate to the effect that the agency is neither blacklisted by any Govt. Department nor any Criminal Case is registered against the agency or its owner or partners anywhere in India.	.pdf
8	Copies of award of contracts	.pdf
9	Copy of an audited statement of account of the agency and relevant documents in support of Annual Turn-over. <b>(turnover figures must be highlighted)</b>	.pdf
10	Details of the bank account for release of payment through Electronic Fund Transfer System.	.pdf
11	Contact details of the agency's representative.	.pdf

Annexure II

Tender Inviting Authority: High Commission of India, Kuala Lumpur

Name of Work: Annual Maintenance Contract (AMC) of Cleaning Work at  
Chancery building & Embassy Residence

Contract No: Kua/Prop/885/1/2018

Name of the bidder/Bidding firm/Company:

SI No	Description of work	Amt (RM)
1.	Cleaning works at Chancery - Labour Cost - Material Cost	
2.	Cleaning Works at India House - Labour Cost - Material Cost	
3.	Sub- Total	
4.	SST (if plicable) @ ___ %	
5.	Grand Total (MYR)	
(In Words)		

