



XIAMEN UNIVERSITY MALAYSIA
廈門大學 馬來西亞分校

INVITATION TO TENDER

FOR

SOFT LANDSCAPING MAINTENANCE SERVICES

TENDER NUMBER: XMUM24T1004

TENDERER COMPANY NAME:

TENDER INVITING PARTY : XMU JIAGENG EDUCATION DEVELOPMENT SDN. BHD
(ALSO KNOWN AS XIAMEN UNIVERSITY MALAYSIA)

VENUE : XIAMEN UNIVERSITY MALAYSIA
JALAN SUNSURIA,
BANDAR SUNSURIA,
43900 SEPANG, SELANGOR DARUL EHSAN.

CLOSING DATE & TIME : 4th June 2024, 9:30 am-10:00 am

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Part 1:

INVITATION TO TENDER

PROJECT NAME: TO PROVIDE SOFT LANDSCAPING MAINTENANCE SERVICES
FOR XIAMEN UNIVERSITY MALAYSIA (XMUM) CAMPUS

TENDER NUMBER : XMUM24T1004

Dear Sir/ Madam

You are hereby invited by Xiamen University Malaysia (XMUM) to submit a tender to provide soft landscaping maintenance services for Xiamen University Malaysia (XMUM) campus as detailed in Part 3.

TENDER PROCESS AND TIME SCHEDULE

All intended Tenderers must comply with the following datelines to be eligible for consideration: -

Tender Notice	13 th May 2024
Registration Date	13 th May – 31 st May 2024, 9.00am -5.00pm
Site Visit	16 th May 2024, 10.00am
Closing Date (Tender submission)	4 th June 2024, 9.30am – 10.00am
Evaluation Date	4 th June 2024, 10.00am
Notification of Award	By 18 th June 2024

All tender documents must **be sealed** and be returned to the address below:

Room 704, Level 7 (Block A3),
Xiamen University Malaysia,
Jalan Sunsuria, Bandar Sunsuria, 43900 Sepang, Selangor

XMUM has the right to clarify or vary the terms of this tender document, and to extend the tender opening and closing date. If XMUM considers any question or request for clarification to be of material significance, both the query and the response will be sent by email to the Tenderer. It is the responsibility of the Tenderers to check their email periodically for any updates before the Closing Date and to incorporate these updates into their tender submission.

For further enquiries, please contact **Mr. Philips (012-2728897)** or **Mr Lim (018-4034220)** or **send email to procurement@xmu.edu.my**.

Part 2:

INSTRUCTIONS TO TENDERERS

1. INTRODUCTION

- 1.1 The following conditions shall be met for suppliers who plan to participate in this tender:
 - 1.1.1 Suppliers participating in tender should be registered with Suruhanjaya Syarikat Malaysia (SSM).
 - 1.1.2 Good commercial reputation and well-designed system in financial accounting;
 - 1.1.3 The necessary capability and ability to fulfill the contract;
 - 1.1.4 No illegal record when participate in procurement;
 - 1.1.5 Other qualifications required by the tender documents.
- 1.2 Any change that is considered material by XMUM as to the identity, control or financial standing of a Tenderer, or other factors affecting the eligibility of a Tenderer, happening before or after the Tenderer has submitted its tender, may lead to its disqualification. Where the Tenderer is a consortium, the lead consortium member must remain the same as when originally shortlisted. The full consortium membership must be disclosed and set at the time of submission of the tender and there must be no material changes in the consortium after the tender submission. XMUM must be advised of any change in the consortium membership or in the principal relationships between members of the consortium.
- 1.3 Interpretation
 - 1.3.1 "Service" means all the maintenance works, knowledges, skill, techniques and etc. that shall be performed to ensure the health, beauty of the plants, and functionality of outdoor spaces.

2. TENDER DOCUMENT

- 2.1 This Tender document comprises the following:
 - 2.1.1 Invitation to Tender (Part 1)
 - 2.1.2 Instructions to Tenderers (Part 2)
 - 2.1.3 Details of service specification and requirement (Part 3)
 - 2.1.4 Mandatory Returnable Documents/Information (Part 4)
 - 2.1.5 Appendixes (Part 5)
- 2.2 Where XMUM considers that questions raised by any Tenderer are material to the tendering process or the fullest understanding of its objectives, such questions and their subsequent replies may be disseminated to all Tenderers safe and except commercially sensitive or confidential information in relation to a particular Tenderer.

- 2.3 XMUM reserves the right, at its discretion, to request clarification in writing, or further relevant information, from any Tenderer.
- 2.4 The tenderer shall bear all costs and expenses associated with the preparation and participation in the tender.
- 2.5 XMUM expressly reserves the right to reject any or all tenders and XMUM shall not be held liable for any costs, loss or damage howsoever incurred by the Tenderers.

3. TENDER REQUIREMENTS

- 3.1 Tenderers should inspect and examine the site and thereafter offer response together with all Returnable Documents/Information listed in Part 4.
- 3.2 Tenders must be submitted in accordance with these instructions and any further instructions contained in other documentation issued by XMUM. This Instructions to Tenderer, in so far as they may affect or relate to the execution of the Contract shall be deemed to form part of the Contract.
- 3.3 Alterations: The Tenderer shall not alter this document. Any proposed alteration is to be given in a separate letter accompanying the tender. In the preparation of Tender, the Tenderer should refrain from departing from the existing terms, conditions or stipulations or inserting new terms, conditions or stipulations into this document and by virtue of his submission of his Tender, it is deemed that he has clarified all doubts etc. pertaining to the various documents constituted herein.
- 3.4 The Tenderer shall provide a written statement (self-designed by the Tenderer with the company seal thereon) declaring that in the three years before tender deadline, there's no record of serious violations in the business activities. The declaration letter shall be attached as Appendix 9.
- 3.5 The successful Tenderer is fully responsible for the safe and timely delivery of the service to XMUM.
- 3.6 The Tender should be completed legibly in black ink using a black ballpoint pen or clearly typed.
- 3.7 All responses to this Invitation to tender must be in English.
- 3.8 Prices shown shall be in Delivered Duty Paid (DDP) terms where all taxes, duties or levies involved as well as delivery costs are inclusive.
- 3.9 Tender shall be priced and evaluated in Malaysian Ringgit (RM).
- 3.10 If one or more of the following conditions is found, the tenderer might be disqualified:
 - 3.10.1 Late submission;
 - 3.10.2 The tender envelop is not sealed;
 - 3.10.3 The tender document is not proper bind in booklet;
 - 3.10.4 The tender document has no official company stamp or the signature of the legal representative (or its authorized agent);
 - 3.10.5 The tenderer does not submit the earnest money;

- 3.10.6 The tenderer does not follow the provided pricing schedule format to quote or the key specification/ information is not clear;
- 3.10.7 Unable to meet the key technical parameter which mark with “●”;
- 3.10.8 Non-compliance with laws and regulations and the requirements stipulate in the tender documents;
- 3.10.9 Provide false information in tender document;
- 3.10.10 Tendered price is exceeding tender budget;
- 3.10.11 Sample have logo/ mark which can identify the tenderer.

4. SUBMISSION OF TENDER

- 4.1 Tenderers shall submit their tenders by hand and all sealed tenders must be received by XMUM at Room 303, Xiamen University Malaysia, Jalan Sunsuria, Bandar Sunsuria, 43900 Sepang, Selangor Darul Ehsan on **4th June 2024** (“Closing Date”) between 9.30am – 10.00am. Any tender delivered after the Closing Date and Time for whatever cause or reason arising shall be disqualified. XMUM shall in no way be held responsible for any loss or late tender submitted.
- 4.2 Required tender document in hardcopy and softcopy. Hardcopy of tender document shall in 2 copies: one (1) original and one (1) duplicate. Please indicate “ORIGINAL” or “DUPLICATE” at the top right of the cover page and indicate also the company name. Both copies of tender documents shall put into one envelope. Any tender failed to meet this requirement shall be disqualified.
- 4.3 For each copy of tender document, please clearly indicate each section of the documents, compile and **bind them into one booklet**, in accordance to the "Part 5: Appendixes" sequence. Any tender failed to meet the requirement shall be disqualified.
- 4.4 Tenders sent via courier, mail, facsimile, email or other electronic means shall not be accepted.
- 4.5 XMUM will not issue acknowledgement of receipt of tender documents to any Tenderers.
- 4.6 In the event that the tenderer fails to submit the tender documents or withdraw their tender on or before the Closing Date & Time, the earnest money will be forfeited.

5. OPENING OF TENDER

- 5.1 The opening of tender will be performed at Room 303, Xiamen University Malaysia immediately upon the expiry of tender Closing Time which is at **10.00am of 4th June 2024** in the presence of all the tenderers or their authorized representatives.
- 5.2 Representative of the Tenderer attending the opening of the tender shall be a staff or employee of the Tenderer. His/her name shall be in the Appendix 1 – tender

representative. Where else a Letter of Authorization that authorising him/her to take part in the tender opening process shall submit to XMUM before the Closing Time.

- 5.3 Shortlisted Tenderers may be invited for further discussion and negotiation to finalize the tender.
- 5.4 Any unsealed envelope or envelope bearing identifying mark shall be rejected.
- 5.5 The total number of Tenderers received, the Tenderer's name, prices offered, discount (if any) and such other relevant details will be read out at the tender opening. Tenderer may in their Tender Document highlight information which they consider to be commercially sensitive or confidential in nature, and should state the precise reasons for its sensitivity.

6. EVALUATION OF TENDER

- 6.1 A Tender Evaluation Committee is to be established by XMUM to review, evaluate and rank all Tenderers.
- 6.2 The overall evaluation process will be conducted in a fair and equitable manner, so that XMUM is able to consider the value for money of each proposal. This would mean that different clarification/information may be sought from different Tenderers.
- 6.3 The evaluation criteria described in this Invitation to Tender document will be used to inform the final decision as to which Tenderers will be awarded a Contract.
- 6.4 The evaluation committee shall ensure the specifications and requirements of the services proposed by the tenderers meets the specifications and requirements stated in Part 3.
- 6.5 Under no circumstances may any member of the Tender Evaluation Committee separately, on their own initiative, informally and without mandate from the Tender Evaluation Committee, enter into direct communication with any of the Tenderers before or during the evaluation process. The same applies to the Tenderers. Any attempt by the Tenderers and/or member of the Tender Evaluation Committee to privately communicate with each other, either directly or indirectly, may lead to disciplinary action against the member and/or the rejection of the tender concerned.
- 6.6 Factors to be taken into consideration by the Tender Evaluation Committee are as follows:
 - 6.6.1 **Tender price**
 - 6.6.2 **Services.** The main assessment factors are: whether the Tenderer is able to meet the service requirements, their guarantee system, professional team, localization technology of the after-sales service.
 - 6.6.3 **Strength of Tender Business.** The main assessment factors are: registered and paid-up capital, size, brand agency strength, operational capacity, management level of the enterprise.
 - 6.6.4 **Business reputation.** The main assessment factors are: awards, sales record, delivery time.

6.7 Evaluation of tenders is split between the criteria listed in the table below. Each section has an overall weighting reflecting the relative importance of each section to XMUM. The sub-total of marks for each section will be added together to produce a final score for each Tenderer.

Criteria	Criteria for criteria application	Weightings
1. Technical		
Compliance	Tenderer's proposal has highlighted their entire service objective and the scientific model, comprehensive and service envisage.	10
	Tenderer provide with the project implementation and rollout plan for cleaning services.	10
	Provide SOP and KPI and etc.	10
Staff proposal	Provide a list of team members that will be assigned to this contract, showing their reporting lines, structure or organogram.	7
	Provide the training plan, methods, objective and behavioral specifications training and etc.	4
	Provide the staff Assessment system including the recruitment and refusal assessment system, co-ordination, service awareness and etc.	4
Equipment proposal	Provide the list of equipment involved into this project.	5
Emergency plan	Provide the planning for handling any emergencies such as fire, typhoon, rainstorm, sudden outbreak and etc.	5
2. Business		
Accreditation	Submit proof of valid accreditation certification.	5
Capacity	Demonstrate if they have the necessary capacity to provide the required service, this may include but not limited to the following: resources e.g. equipment, staff, etc.	5
Relevant experience and references	Submit a company profile showing the number of years of experience in the cleaning services field, three written contactable references of companies that they have provided similar services to and the value of such contracts (per annum). Academic Industry would be an advantage.	5
3. Price		
Price	= lowest price / bid price × 30	30
TOTAL		100

7. AWARD OF CONTRACT

- 7.1 XMUM will evaluate all Tenders on the basis of the “most economically advantageous tender”, which does not mean the lowest bid will win the Tender.
- 7.2 Within 10 working days after the opening of tender, XMUM will issue a notification of award to the successful Tenderer. XMUM reserve the right to extend the award date without notification. The successful tenderer shall sign an agreement with XMUM at the time specified in the notification.
- 7.3 The successful tenderer is required to provide a **Performance Bond** equal to 5% of the Contract Sum and / or RM 10,000.00 whichever is higher. This Performance Bond will be released one (1) calendar month after the end of the contract period or any authorized extension hereof.

8. PAYMENT TERMS

- 8.1 Payment terms is 30 days upon the Client’s receipt of the relevant invoice from the Contractor together with all and complete supporting documents.
- 8.2 In the event that the Successful Tenderer fail to make services delivery on time as stipulated in the Agreement, the vendor shall liable to pay to XMUM the agreed liquidated damages calculated at the rate of 0.3% of the total contract price for each day.
- 8.3 In case the Successful Tenderer fails to make services delivery two weeks later than the time stipulated in the Agreement, XMUM shall have the right to cancel the Agreement.

9. MISCELLANEOUS

- 10.1 Confidentiality of Tenders: The Tenderer must not inform anyone else of their tendered price except where disclosure is necessary to obtain insurance premium.
- 10.2 The Tenderer must not obtain or attempt to obtain any information about any other party’s Tender or proposed Tender before the contract is awarded.
- 10.3 The Tenderer must not arrange with any other party in the submission of a Tender, except in the circumstances where sub-contracting and/or joint ventures are applicable.
- 10.4 Tenderers should note that during this tender process they should not contact any of the XMUM Tender Evaluation Members, staff, employees or advisers or any third parties connected to XMUM or any advisers to this tender outside of the process outlined within this section and elsewhere within this document.
- 10.5 All forms of corruption, bribery and kickback whatsoever, either directly or indirectly, are strictly prohibited.

Part 3:

DETAILS OF SOFT LANDSCAPE MAINTENANCE SERVICES

1. INTRODUCTION

Xiamen University Malaysia located in the vicinity of Bandar Kota Warisan, Sepang, and Selangor, it's just 15 minutes' ride from the country's administrative center of Putrajaya or 45 km southwest of Kuala Lumpur. We are looking for soft landscape maintenance service provider to provide proper landscape maintenance service to sustain the quality and health of a landscaped area and provide overall aesthetically pleasing appearance for the campus. Our green area is approximately around 190,448m².

2. DESCRIPTION OF SERVICES

Tenderers are required to provide soft landscape maintenance as stated in Part 3 & Part 4.

The description of maintenance services below is the minimum standard of service to be provided. Tenderers may make their own proposal after site visit.

- 2.1 The Tenderer shall propose a comprehensive weekly reporting system to XMUM staff for the weekly job and ready for inspection. The tenderer shall submit the monthly invoice to the XMUM with all supporting documents including but not limited to, approved inspection list, monthly maintenance report and weekly work reports with photos taken during carrying out the maintenance services.
- 2.2 The Tenderer shall provide telephone number(s) as a point of contact for communication with XMUM Respective Department.
- 2.3 The Tenderer shall provide enough maintenance tools and equipment for the daily work conducted.
- 2.4 The Tenderer shall provide vehicle to transport of suction water for watering process as well as vehicle to transport of debris out of the XMUM premises.
- 2.5 In carrying out the works, the Successful Tenderer must comply and observe all rules and regulations laid down by the relevant authorities, including but not limited to Majlis Perbandaran Sepang (MPS), the Department of Safety and Health (DOSH) and the Department of Environment (DOE).
- 2.6 The Tenderer shall ensure the tool, equipment and vehicles are well kept after daily work has been completed.
- 2.7 The Tenderer shall ensure all foreign workers employed to be stationed in XMUM campus to have valid working permit.
- 2.8 The Tenderer shall ensure that the employees:
 - 2.8.1 employed wear a standard common uniform, are well mannered, disciplined and courteous.
 - 2.8.2 perform their duty (hours) not exceeding that a stipulated under their terms and condition of employment in accordance with the labor laws and any other governing bodies.

- 2.8.3 Operate the tools, equipment and vehicles safely.
- 2.8.4 Medically fit and healthy and free from any diseases (such as HIV or drugs dependent) that may restrict the continued issuance of their license by the relevant authority for the performance of their duty.
- 2.8.5 Be vetted, screened and approved by the Police and XMUM Security Department and is free from any criminal prosecution and/or drug related offence or is an ex-convict.
- 2.9 The Tenderer is required to provide sufficient manpower as agreed and need to provide replacement immediately to cover the loss of man hours.
- 2.10 The Tenderer shall compensate XMUM for any negligence of service. The amount to be determined and dependent on respective service rate.
- 2.11 The Tenderer shall at their own cost and expense undertake a Comprehensive Public Liability Insurance Policy under the terms of provide coverage for both side of parties in case of any incident occurred within the XMUM premises.
- 2.12 The Tenderer shall include the total maintenance for newly planted trees and shrubs in future which within the maintenance area without additional charges.
- 2.13 The Tenderer shall maintain all the trees, shrubs and flower specially to ensure the pest control program feasible and practicable for the overall condition of the landscape at XMUM without any additional charges after the contract has been awarded.
- 2.14 The Tenderer shall ensure all working locations are kept clean daily and must ensure all debris dispose out of the XMUM premises daily and legally.
- 2.15 XMUM has the right to deduct tenderer monthly servicing payment according to the work performance on site with concrete evidence provided without getting further consent from tenderer.
- 2.16 The Tenderer shall obligate to fully cover the cost of replanting the same plant at the contract price if the plants wilt due to neglect in care.

3. COVERAGE AREA

- 3.1 The maintenance service shall cover below area:
 - 3.1.1 Zone A (Educational Blocks - A1, A2, A3, A4, A5 and Auditorium)
 - 3.1.2 Zone D (Hostel Blocks - D1, D2, D3, D4, D5 & D6 and Open-Air Car Park)
 - 3.1.3 Zone B (Student Activities Block outside of building only- B1, Stadium-B2)
 - 3.1.4 Zone Furong Lake (including clean up the garbage on the lake)
 - 3.1.5 Perimeter Road Side with Fencing.
 - 3.1.6 Zone LY (Hostel Blocks – LY1, LY2, LY3, LY4, LY5, LY6, LY7 LY8, LY9 and car park)
 - 3.1.7 International Academic Exchange Centre
 - 3.1.8 Music Island
 - 3.1.9 XMUM letter and surrounding
 - 3.1.10 Indoor Landscape (A1, A2, A3, A4, A5, B1, D6, E1, LY3)
 - 3.1.11 A3 Level 8
 - 3.1.12 Clock Tower (1m from walkway both sides only)
- 3.1 The location map is attached in APPENDIX 11.

3.2 The information is for reference only. The actual area size may vary. The tenderer must calculate the area by themselves and the proposed price should be fixed even if increase the newly planted trees, shrubs and flower in the coverage area after sign the contract.

4. WORK METHOD AND SCHEDULE

Item	Activities	Work Performance	Frequency
1	Watering of Plants	Irrigate the planted areas as required to ensure active growth and the planted areas is constantly moist. Regulate irrigation of planted areas as and when necessary.	Daily or when necessary.
2	Weeding	Keep planted areas free of weeds and unnecessary grasses through weeding if required for the shrubs, potted plant and need to do the circle weeding for the trees.	Every week
3	Fertilizing	Fertilize the planted areas as needed in accordance with the recommendations. Exercise proper caution and takes necessary measure to avoid plants burn. <ul style="list-style-type: none"> - Chemical fertilizer (NPK : 15:15:15 & 12 :12: 12) - Organic fertilizer - Foliar fertilizer 	Monthly application
4	Disease and Pests Control	Inspect all trees and plants for disease and inspect damage. Treat affected trees or plants immediately. Treat all plants as required. Appropriate insecticide/fungicide chemical to sprayed on to effected plants and shrubs.	Daily or when necessary
5	Pruning and Trimming of Trees	Pruning and trimming any branch, twig, or bud that is pointed in the direction want the tree, shrubs, and flowers to grow.	Monthly
6	Trimming of shrubs/ ground covers	Trim all shrubs and groundcovers to the appropriate layer and shape of the grass.	Fortnightly
7	Mowing of grass / grass cutting	Mow the grass to press it down and level it out for carpet grass.	Fortnightly or when necessary
8	Cleaning up	Cleaning up / blowing all the planted areas is a must be ensure cleaning the dry leaves and all debris in surrounding campus including the walkway and roadside.	Daily or when necessary
9	Soil Loosening and Forking of Plant Beds	Loosening and forking of soil at planter/flower bed to keep plants and shrubs healthy, to maintain aeration in order for plants to absorb the nutrients.	Monthly or when necessary
10	Staking to reset trees	Restake, tighten, repair stakes and reset the plants to proper or upright position of any trees that are not in proper position.	As when necessary
11	Planting of Trees, Shrubs, Flower	Maintain all trees growing healthy. Remove and replace any dead or dying tree is not in a vigorous thriving condition.	Daily or as and when necessary
12	Mulching	the act of covering the soil with mulches, such as wood chips, coco fiber and other organic material, in order to preserve moisture and improve the condition of the soil	Monthly or when necessary

5. CONDITIONS AS TO MANPOWER

- 5.1 Tenderer must comply to the best of their ability to source and provide minimum 30 workforces without any discrimination as to race and religion.
- 5.2 Working Hours (1hours rest everyday)
- Supervisor – Monday to Friday (8.00am to 7.00pm), Saturday (8.00am – 1.00pm), Sunday (Off day)
 - Gardeners - Monday to Sunday (7. 00a.m to 7. 00p.m)
 - Public Holiday – Supervisor (Off day), Gardeners (Half Day) *only gazette public holiday.
- 5.3 The supervisor and gardeners must be thumbprint / punch card for the record
- 5.4 The tenderer to provide credit note when number of manpower provided doesn't meet our request quantity.
- 5.5 XMUM does not impose any requirements as to whether the workforce comprises of local or foreign workers. In the event that the Tenderer chooses to appoint foreign workers, the Tenderer shall not impose any additional charges whatsoever for the workers.
- 5.6 Where the workers are foreigners, the Tenderer must ensure that all foreign workers comply with all legal requirements and have the necessary work permits from the relevant authority.
- 5.7 The Tenderer warrants to provide an experienced supervisor with minimum 2 years working experience at the landscape services.

6. PENALTY (COMPULSORY)

The Service Provider is to submit the monthly maintenance record upon submission of monthly invoice. Failure to submit the maintenance record will be considered as incompleteness of claim documents. Penalty will be imposed for incompleteness of monthly maintenance work conducted. The Service Provider is hereby agreed that the Management shall entitle to deduct the specified penalty sum as below from the monthly invoice for each offence committed.

6.1 *Incompletion of Monthly Maintenance Works*

1. Weeding	RM 1,500.00 per month
2. Fertilizing	RM 1,500.00 per month
3. Grass cutting	RM 1,500.00 per month
4. Cleaning up	RM 1,500.00 per month
5. Pruning and Trimming Trees	RM 1,500.00 per month
6. Trimming of Shrubs	RM 1,500.00 per month
7. Pests and Disease Control	RM 1,500.00 per month
8. Reset trees to upright and proper position	RM 1,000.00 per month
9. Plant bed soil loosening	RM 1,000.00 per month

6.2 MISCONDUCT

Should the Service Provider or their worker(s) engage in misconduct, including but not limited to smoking in public areas or premises, intoxicated of alcohol or drugs, improperly attired and etc., the offending party shall be subject to a penalty as determined by XMUM. Such penalties may include fines, suspension of privileges, or termination of the contract, at the discretion of XMUM.

7. PERIOD OF AGREEMENT

- 7.1 The Agreement shall be for a period of one 1 year start effect from 1st August 2024 for the provision of maintenance services by the Tenderer.
- 7.2 The winning Tender shall be for a lump sum tender price to be paid according to the terms of the Agreement. The successful Tenderer agrees and warrants that no other additional charges whatsoever shall be claimable from XMUM for whatever reason.
- 7.3 The Tenderer shall warrant that all monthly support document such as attendance report and picture report made shall be true and accurate. XMUM shall rely on all representations and warranties made by the Tenderer.

8. TERMINATION

- 8.1 Either party may terminate the Agreement at any time during the term of the Agreement by giving the other party not less than three (3) months' notice in writing of such termination.
- 8.2 XMUM has right to terminate the Agreement if the Tenderer fails to provide quality services according to the XMUM services and job request in the Agreement. Thereafter, the Tenderer shall have no further claim whatsoever against XMUM.
- 8.3 Upon termination, the Tenderer shall yield up possession of the premises by ensuring all employees, goods and belongings leave the premises and handover the site to XMUM. Without prejudice to any other rights XMUM may have against the Tenderer, if the Tenderer upon the expiration or termination of the Agreement neglects and/or refuses to yield up, the Tenderer shall pay to XMUM as agreed liquidated damages a sum equivalent to the daily rate of the Contract final price from the date of expiration or termination of the tenancy to the date of actual delivery of vacant possession to XMUM.

Part 4:

MANDATORY RETURNABLE DOCUMENTS/INFORMATION

1. INTRODUCTION

- 1.1 Tenderers must ensure that their Tender response is submitted together with all the following Returnable Documents/ Information required for evaluation purposes.
- 1.2 Failure to provide these documents or information may result in disqualification.

2. LIST OF RETURNABLE DOCUMENTS/INFORMATION

- 2.1 General tender information
 - 2.1.1 Covering Letter (APPENDIX 1)
 - 2.1.2 Tenderers Details (APPENDIX 2)
 - 2.1.3 Form of tender (APPENDIX 3)
 - 2.1.4 Soft Landscape Maintenance Proposal (APPENDIX 4)
 - 2.1.5 Pricing Schedule (APPENDIX 5)
 - 2.1.6 Deviation List (APPENDIX 6)
 - 2.1.7 Disputes (APPENDIX 7)
 - 2.1.8 Conflict of interest (APPENDIX 8)
- 2.2 Company/Business Information (APPENDIX 9)
 - 2.2.1 Form 9/Section 17 of The Companies Act 2016 ("CA 2016")
 - 2.2.2 Form 13/Section 28 of CA 2016
 - 2.2.3 Form 24/Section 78 of CA 2016
 - 2.2.4 Form 49/ Section 58 of CA 2016
 - 2.2.5 Form 44/Section 46(3) of CA 2016
 - 2.2.6 Memorandum of Association and Articles of Association/ Constitution
 - 2.2.7 Business licenses/permits issued by the local authority
 - 2.2.8 Company profile
 - 2.2.9 Organization Chart & Number of manpower/staffs
 - 2.2.10 Key management staff experience
 - 2.2.11 List of projects reference
 - 2.2.12 List of referees
 - 2.2.13 Certification and accreditation such as ISO
 - 2.2.14 Free of Business Violation declaration letter
- 2.3 Financial Information (APPENDIX 10)
 - 2.3.1 Latest 3 years of Audited Financial Statement
 - 2.3.2 Authorized /Paid-up capital
 - 2.3.3 Public Liability Insurance

Part 5:

APPENDIX 1: COVER LETTER

To: Xiamen University Malaysia:

Based on your invitation to tender for the service, _____(Tender number), the bid representative _____(full name, title), the official authorization and on behalf of the tenderer _____ (Company name) according to the provisions of the tender documents should submit the original one.

- (1) Tender document, Pricing Schedule, Deviation List of the Specifications, Technical Parameters.
- (2) Qualification documents
- (3) All the documents required by the tender.

In accordance with this letter, the tenderer agrees to abide by the following terms:

- (1) The tenderer will fulfill the contractual obligations and duties under the tender documents.
- (2) The tenderer has reviewed all the tender documents in detail, including the revised documents (if any) and all references and related attachments. We fully understand and agree to waive the right for unknowing and misunderstanding.
- (3) The tender from the date of the opening date is valid for 30 days.
- (4) The tenderer agreed to provide all the data or information in accordance with the tender required by the Tenderee, we fully understand the Tenderee who does not have to accept the lowest bid or receive any tender.
- (5) For all official communications related to the tender, please send:

Address: _____ Zip code: _____

Tel: _____ Fax: _____

Name and position of the tender representative: _____

Full name of the tender (stamp): _____

E-Mail: _____

Date: _____

APPENDIX 2: TENDERERS DETAILS

Name of Company	
Address	
Post Code	
Contact Name	
Telephone Number	
E-Mail Address	

1. Is your organisation:	i. a public limited company?	Yes/No
	ii. a private limited company?	Yes/No
2. Is your company a subsidiary of another company?	Yes/No	
3. Name of holding or parent company		
4. Name of ultimate parent company (if applicable)		
5. Whether your organization has registered GST or not?	Yes/No	
6. Please advise if your invoice address is different from the above:		
7. Please provide details of any quality assurance certification that your company holds e.g. ISO 9001 or equivalent standard. Please include a copy of any certificate. If no accreditation held, please attach an outline of your quality assurance policy.		

APPENDIX 3: FORM OF TENDER

TENDER FOR: **XMUM24T1004**

1.	I/We agree and/or certify that this offer and any Agreement or Contract arising from it shall be bound by the Invitation to Tender Documentation	Yes/No*
2.	I/We agree and/or certify to supply goods/services of the exact quality, sort and price specified in the Pricing Schedule(s) in such quantities and to such extent and at such times and locations as XMUM may direct;	Yes/No*
3.	I/We agree and/or certify that this offer is made in good faith and that we have not fixed or adjusted the amount of the offer by or under or in accordance with any agreement or arrangement with any other person;	Yes/No*
4.	I/We agree and/or certify that we will not communicate to any person other than the person inviting these offers the (or approximate amount of) offer, except where the disclosure, in confidence of the approximate amount of the offer was necessary to obtain quotations required for the preparation of the offer, for insurance purposes or for a contract guarantee bond;	Yes/No*
5.	I/We agree and/or certify that we will not enter into any arrangement or agreement with any other person that s/he shall refrain from making an offer or as to the amount of any offer to be submitted;	Yes/No*
6.	I/We agree and/or certify that we will not pay, give, offer or agree to pay or to give any sum of money or other valuable considerable directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any offer or proposed offer for the goods/services any act or thing of the sort described in 3, 4, or 5 above.	Yes/No*
7.	I/We acknowledge that if I/we have acted or shall act in contravention of this Tender, XMUM will be entitled to cancel the contract and to recover from ourselves the amount of any loss and expense resulting from such a cancellation.	Yes/No*
8.	I/We agree that this tender and any contract which may result from it shall be based on this Form of Tender, Terms and Conditions, Specification / Brief attached, Pricing Schedule attached, and our response to this invitation to tender (to the extent to which XMUM may determine in accepting the tender).	Yes/No*
9.	I/We agree that any other terms and conditions of contract or any general reservations, which may be printed on any correspondence, issued by us shall not be applicable to any contract resulting from this tender.	Yes/No*

*** Please delete one**

Note

In this Form of Tender, the word 'person' includes any person and anybody or corporation; 'any agreement or arrangement' includes any transaction, formal or informal and whether legally binding or not.

**TENDERERS MUST RESPOND TO ALL QUESTIONS IN THIS FORM OF TENDER,
OTHERWISE THE TENDER RESPONSE WILL BE CONSIDERED INVALID.**

Signed _____

Full Name (print) _____

On Behalf of _____

Position in Company _____

Date _____

APPENDIX 4: SOFT LANDSCAPE MAINTENANCE PROPOSAL

SOFT LANDSCAPE MAINTENANCE SERVICES PROPOSAL AS FOLLOWS,

Please attached the quotation and proposal details.

Monthly Maintenance Fees (RM): _____

Amount in words: _____

Proposed Number of Workforces:

- a. Supervisor (must provide Local): YES / NO
- b. Worker: _____

Additional Manpower Fees (RM/pax/month): _____

Proposed Equipment & Tools List:

No	Task	Equipment	Quantity
1.	Grass Cutting		
2.	Watering		
3.	Trimming		
4.	Pruning		
5.	Fertilizer		
6.	Insecticide/Fungicide		
7.	Loosening of Soil, Weeding and Forking		
8.	Plants Inspection and Disease Management Others		

*****Please provide the item 'brand information of the products as attachment for review***

Please confirm that the rates provided shall be held firm for the full duration of the contract period.

CONFIRM YES/NO* ***Delete as appropriate**

Signature of tender representative: _____

Position: _____

Date: _____

APPENDIX 5: PRICING SCHEDULE

1. The Pricing Schedule contains the Tenderer's tendered rates. All prices quoted shall be fixed and firm and shall apply during the entire Contract period.
2. The prices in the Pricing Schedule shall include for all goods and services shown or described in the Contract as a whole and for all goods or services not described but apparent as being necessary for the complete and proper execution of the provision of the goods and services.
3. No quantity or continuity of work is guaranteed and additional request from XMUM shall be considered when completing the Pricing Schedule. Unless expressly stated to the contrary, any quantities given in the Pricing Schedule are for information only.
4. Each item in the Pricing Schedule must be fully priced, with insertions for each item. If any item is unpriced (whether by leaving the rate and/or amount space blank or by entering "included" or otherwise), that item shall be deemed to be priced at "nil".
5. Applications for payment shall be made in accordance with the procedures prescribed in payment terms.
6. All prices shall be carriage paid, including packaging and labelling. For additional services, XMUM will not bear the charges, and accommodations should be stated.
7. Subsequent invoices for additional charges that were not declared in the tender response will be rejected.
8. Figures inserted into the Pricing Schedule must be a single figure and not a range of figures.
9. The quoted price shall include Sales & Service Tax (SST).

Pricing Schedule

Please prepare the quotation follow the Pricing Schedule format below.

(Please extend the text boxes if you require more space.)

Unit Price List

No.	Item	Size	Unit Price (RM)
A.	Trees		
1	ArfeuilleaArborescens (Hop Tree)	4.0m (OH),75mm T.dia	
2	Araucaria Heterophylla (Norfolk Island Pine)	4.0m (OH),75mm T.dia	
3	AndiraInermis (Brown Heart)	4.0-5.0m (OH),75mm T.dia	
4	Barringtonia Asiatica (PutatLaut)	4.0m (OH),75mm T.dia	
5	BucidaBuceras (Black Olive)	4.0m (OH),75mm T.dia	
6	Cinnamomum Camphora (Japanese Camphor Tree)	4.0m (OH),75mm T.dia	
7	CratoxylumCochinchinense (Kayu Arang)	4.0m (OH),75mm T.dia	
8	CratoxylumFormosum (Mempat)	4.0m (OH),75mm T.dia	
9	Caesalpinia Ferrea (Leopard Tree)	4.0-5.0m (OH),75mm T.dia	
10	Cinnamomum Iners (Kayu Manis)	4.0m (OH),75mm T.dia	
11	Ceiba Pentandra (White silk Cotton Tree)	4.0m (OH),75mm T.dia	
12	Citharexylum Spinosum (Fiddle Wood)	4.0m (OH),75mm T.dia	
13	Dalbergia Oliveri (Tamaln Tree)	4.0-5.0m (OH),75mm T.dia	
14	Delonix Regia (Red Flame)	4.0-5.0m (OH),75mm T.dia	
15	Eucalyptus Deglupta (Mindanao Gum)	4.0-5.0m (OH),75mm T.dia	
16	Eugenia Grandis (Sea Apple)	4.0m (OH),75mm T.dia	
17	Ficus Benjamina (Weeping Fig)	4.0-5.0m (OH),75mm T.dia	
18	FragraeaFrangrans (Tembusu)	4.0m (OH),75mm T.dia	
19	Hopea Odorata (Chengal Pasir)	4.0m (OH),75mm T.dia	
20	Khaya Senegalensis (Bisselon)	4.0-5.0m (OH),75mm T.dia	
21	Lagerstromia Floribunda	4.0m (OH),75mm T.dia	
22	Lagerstroemia Langkawiensis	4.0m (OH),75mm T.dia	
23	MaleleucaCajuputi (Paperbark)	4.0m (OH),75mm T.dia	
24	Mangifera Indica (Mango Tree)	4.0m (OH),75mm T.dia	
25	Plerocarpus Indicus Variegated (Weeping Rosewood)	4.0m (OH),75mm T.dia	

26	Samanea Saman (Rain Tree)	4.0m (OH),75mm T.dia	
27	Taxodium Distichum (Swampy Cypress)	4.0m (OH),75mm T.dia	
28	Tabebuia Rosea (pink Roboui)	4.0m (OH),75mm T.dia	
29	TaliparitiTiliaceum Var. Purpurascens	4.0m (OH),75mm T.dia	
30	Leptospermum Brachyandrum (Weeping Tea Tree)	3.0m (OH), 2"T.dia	
31	Mussaenda erythrophylla Schumach. & Thonn	4.0m (OH),75mm T.dia	
	B. Palms		
1	ElaeisGuineensis (oil Palm)	3.0-4.0m (OH),150mm T.dia	
2	Livistonia Chinensis (Chinese Fan Palm)	4.0m (OH),100mm T.dia	
3	Roystonea Oleracea (Caribbean Royal Palm)	5.0-6.0m (OH),120mm T.dia	
	C. Shrubs		
1	CostusWoodsoni (Red Cane)	0.3m (OH), 9" dia bag	
2	eugenia Campanulata	0.5m (OH), 12' dia bag	
3	Eugenia Oleana (KelatPaya)	1.0m (OH), 24" dia bag	
4	Hamelia Patens (Scarlet Brush)	0.25m (OH), 9" dia bag	
5	Hibiscus Rosea Sinensis (Bunga raya)	0.50m (OH), 12" dia bag	
6	Loropetalum Chinese Var. Rubrum	0.20m (OH), 6" dia bag	
7	Pandanus Amaryllifolius (Fragrans Pandan)	0.25m (OH), 9" dia bag	
8	Turnera Hybrid	0.3m (OH), 9" dia bag	
9	Tecoma Capensis (Cape Honey Suckle)	0.5m (OH), 12' dia bag	
10	Vernonia Elliptica	300mm (OH)	
11	PhylantbusUrinaria	300mm (OH)	
12	Tabernaemontanar White	300mm(OH)	
13	Tecoma	600mm (OH)	
14	Albizia	600mm (OH)	
15	Bougainvillea	1m (OH)	
16	RuelieSimpeyPurpe White	600mm (OH)	
17	Duranta Gold	400mm (OH)	
18	MussaendaChed	1m (OH)	

19	Strelitzia	500mm (OH)	
20	XoraZhiuensis Red	400mm (OH)	
21	Bougainvillea	500mm (OH)	
22	Heliconia psittacorum	500mm (OH)	
23	Ixora chinensis	500mm (OH)	
24	Dracaena marginata Lam	500mm (OH)	
D. Ground Cover			
1	WedeliaTrilobata (Creeping Daisy)	0.15m (OH), 9" dia bag	
E. Water Plants			
1	Nymphaea Cultivars (Water Lily)	0.15m (OH), 9" dia bag	
2	Typha Angustifolia (Cat's-Tail)	0.3m (OH), 9" dia bag	
3	Ipomoea Tricolor (Morning Glory)	0.15m (OH), 6" dia bag	
F. Grass			
1	AxonopusCompressus (Cow Grass)	per sqm	
2	Zoysia Matrella (Carpet Grass) (Close Turfing)	per sqm	
3	AxonopusCompressus (Cow Grass) at grass crete	per sqm	
4	Zoysia Matrella (Carpet Grass) at grass crete	per sqm	
G. Hole Excavation			
	Supply all labour, equipments, tools, transport, etc and excavate hole and cart away excated materials.		
1	Size: 1.0m x 1.0m x 1.0m		
2	Size: 0.6m x 0.6m x 0.6m		
3	Size: 0.3m x 0.3m x 0.3m		
H. Soil Mixtures			
	Supply all labour, tools, transport, etc and mix properly 2/3 of approved top soil and 1/3 of approved compostto fill excavated materials and ran to height of 4" abovethe		

	surrounding for plant materials including trees, shrubs, ground covers and turfing area. (To check site condition prior to estimates)		
1	Size: 1.0m x 1.0m x 1.0m		
2	Size: 0.6m x 0.6m x 0.6m		
3	Size: 0.3m x 0.3m x 0.3m		
I.	Tree Stake & Ties		
	Supply all labour, materials to provide stakes and ties only for the planted trees.		
1	Tree below 75mm T. Dia (Single Stack)		
2	Tree below 75mm T. Dia (H Stack)		
3	Palm (Tripod Stack)		

APPENDIX 6: DEVIATION LIST

Required specifications		Supplied specifications	Deviation situation	Deviation description

Remark: If there is no deviation, fill in "NIL" or "No deviation". DO NOT leave the deviation list blank.

APPENDIX 7: DISPUTES

1. Please provide details if during the last 3 years, there have been any contracts where there has been a failure to complete the contract on time or at all, or where there have been claims for damages, or where damages have been deducted or recovered.	
2. Details of any contracts which have been terminated during the last 3 years.	
3. Are there any court actions and/ or significant employment tribunal hearings outstanding against your organization? If yes, please provide details	Yes/No
4. Has your organization been involved in any court action and/ or significant employment tribunal over the last 3 years? If yes, please provide details	Yes/No

APPENDIX 8: CONFLICT OF INTEREST

Where there is any indication that a conflict of interest exists or may arise, then it shall be the responsibility of the Tenderer to inform XMUM, detailing the conflict in writing as an attachment to this tender.

XMUM will be the final arbiter in cases of potential conflicts of interest. Failure to notify XMUM of any potential conflict of interest will invalidate any verbal or written agreement.

**A Conflict of interest is where a person who is involved in the procurement has or may be perceived to have a personal interest in ensuring that a particular tenderer is successful. Actual and potential conflicts of interest must be declared by a person involved in a tender process.*

Are you aware of any conflict of interest between your company and XMUM *Y/N**

APPENDIX 9: COMPANY/BUSINESS INFORMATION

CHECK LIST FOR DOCUMENT REQUIRED

1. Form 9 / Section 17 of The Companies Act 2016 ("CA 2016")	
2. Form 13/Section 28 of CA 2016	
3. Form 24/Section 78 of CA 2016	
4. Form 49/Section 58 of CA 2016	
5. Form 44/Section 46(3) of CA 2016	
6. Memorandum of Association and Articles of Association/ Constitution	
7. Business licenses/permits issued by the local authority	
8. Company profile	
9. Organization Chart & Number of manpower/staffs	
10. Key management staff experience	
11. List of projects reference (Compulsory)	
12. List of referees	
13. Certification and accreditation such as ISO	
14. Free of Business Violation declaration letter	
** Note: 1. Please tick <input type="checkbox"/> documents submitted 2. The above items (1) to (7) must be certified by the company secretary.	

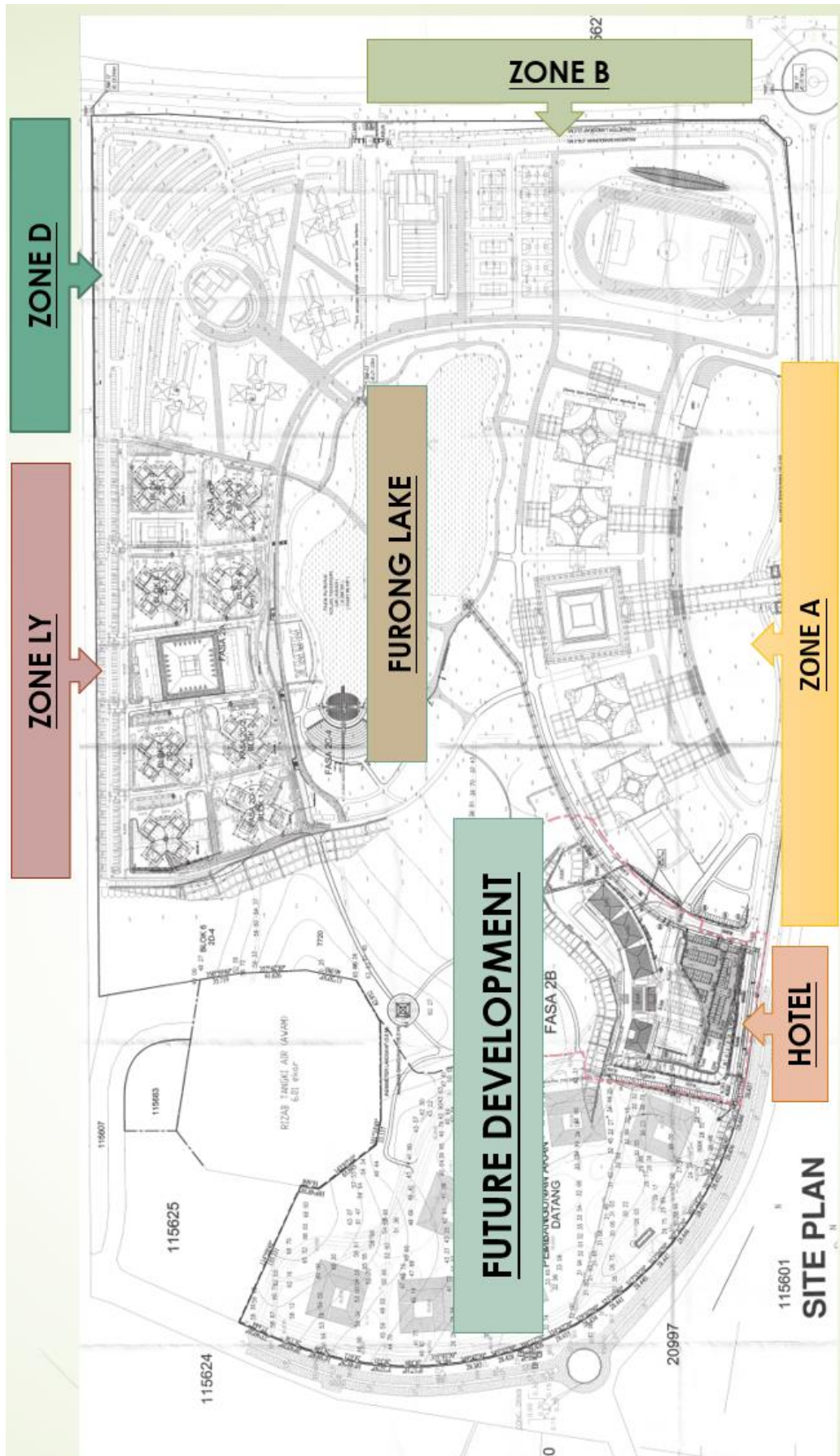
APPENDIX 10: FINANCIAL INFORMATION

1. A copy of the most recent audited Financial Statement for your organisation must be provided that cover the last three years of trading or for the period that is available if trading for less than two years.
2. Authorized /Paid-up capital
3. Public Liability Insurance

Note: Where a consortium or association is proposed, the information is requested for each member company.

If your company is a subsidiary of another company, parent company and/or other guarantees of performance and financial standing may be required if considered appropriate.

APPENDIX 11: LOCATION MAP



APPENDIX 12: TREE LIST

LANDSCAPE AREA (As built drawing)

**For reference only. The actual quantities may different.

No.	Botanical Name	QUANTITY	Total
TREE	Japanese camphor tree	4	2211
	Semarak api	122	
	Brown heart	80	
	Kayu arang	22	
	Lleopard tree	16	
	Weeping fig	100	
	Lagerstroemia kangwawiensis	230	
	Weeping rosewood	20	
	Rain tree	33	
	Swampy cypress	26	
	Pink poui	16	
	Talipariti tiliaceum var purpurascens	25	
	Black olive	218	
	Fuddle wood	47	
	Mindanao gum	111	
	Sea apple	46	
	Tembusu	153	
	Chengal pasir	211	
	Blisselon	57	
	Tamalan tree	125	
	putat laut	42	
	Butterfly tree	32	
	Mempat	20	
	White silk cotton tree	21	
	Red flame	97	
	Weepting fig	90	
	Weeping tea tree	26	
Lagerstroemia floribunda	40		
Peperbark	22		
Mango tree	19		
Kayu manis	140		
PALMS	Chinese fan palm	51	561
	Caribbean royal palm	307	
	Oil palm	130	
	Oil palm	73	
SHRUBS	Kelat paya	600	600
GRASS (Sqm)	Cow Grass	123470	123470
	Carpet Grass	32001	32001