Appendix 1

Invitation for	**Provision of Service for Project Officer for Environmental Campaign Committee**
Dated	14 August 2023 (Monday)
Deadline of Proposal Submission on	28 August 2023 (Monday) at 12:00 noon
Invited by at Address	Environmental Campaign Committee Secretariat 5/F, Southorn Centre, 130 Hennessy Road, Wan Chai, Hong Kong

INSTRUCTIONS ON SUBMISSION OF PROPOSAL

1. In response to this invitation for proposals, the Bidder is required to submit the proposal in the manner set out in this Appendix. Failure to fully comply with the instructions and guidelines herein may render the proposal null and void.

2. The price quoted by the Bidder shall cover all expenses that may be incurred for the purpose of meeting the objective and requirements specified in the **Specifications of Services** (**Appendix 2**). Such expenses must include but not limited to the wages and fringe benefits such as Mandatory Provident Fund contribution and paid rest days of all the personnel engaged under this Contract. The Bidder should read the **Specifications of Services** carefully before submitting a proposal.

3. The proposal must be submitted in a **sealed** envelope with the phrase **"Proposal of Provision of Service for Project Officer for Environmental Campaign Committee" with the Name of Company** clearly written on the envelope. The contents, which must be provided on A4 double-sided recycled paper and <u>not</u> in digital formats, to be enclosed in an envelope are as follows:

   (a) **Price Proposal** (**<u>Annex A</u>**), duly completed;

   (b) **Declaration of Compliance** (**<u>Annex B</u>**), duly completed with the original company/organisation chop and the authorised representative's signature;

   (c) **Confirmation of Compliance with Anti-Collusion Requirement** (**<u>Annex C</u>**), duly completed with the original company/organisation chop and the authorised person's signature to the effect that the Bidder understands and will abide by **Clause 8** below.

   (d) **Company/Business Organisation Status** (**<u>Annex D</u>**), duly completed;

   (e) A copy of a valid Employment Agency License or equivalent;

   (f) A copy of a valid Business Registration Certificate or other valid business document issued by a governmental or competent authority.

   The authorised person means the same person who is authorised to sign the contract if awarded by the ECC on the Bidder's behalf.

4. The proposal (i.e. the envelope) should **reach** the following address **by 12:00 noon on 28 August 2023 (Monday)**:

Environmental Campaign Committee Secretariat
5/F, Southorn Centre,
130 Hennessy Road,
Wan Chai, Hong Kong

5. Any late submission will **NOT** be accepted. All the date and time mentioned in this invitation exercise refer to the Hong Kong Time.

6. In case a black rainstorm warning or typhoon signal No. 8 or above is in force during any time between 9:00 a.m. and 12:00 noon on the submission deadline, the closing time for submission will be extended to 12:00 noon of the working day immediately following the cancellation of the afore-said warning or signal. Saturdays, Sundays, Public and Statutory Holidays are not considered working days for the purpose of this Appendix.

7. The Bidder should note the following before submitting a proposal:

7.1. The proposal of the Bidder shall remain valid and open for acceptance on these terms for not less than 90 days after the tender closing date. If a proposal is withdrawn before the expiry of the agreed validity period, due notice will be taken of such withdrawal which may prejudice the Bidder's future standing as a service provided or supplier to the ECC and the Government of the Hong Kong Special Administrative Region ("Government").

7.2. In the preparation of the proposal, the Bidder should take into consideration the scope of service, terms and conditions governing the execution of Services in the **Specifications of Services**. By virtue of the Bidder's submission of a proposal, the Bidder is deemed to have accepted such scope, terms and conditions, irrespective of whether or not the Bidder has expressly given its agreement in writing.

7.3. The proposal should be submitted in compliance with the Green Management Requirements at **Clause 29 of Appendix 3**.

7.4. The cost of each and every Item or its subordinate Item on **Price Proposal of Annex A of this Appendix must be** quoted.

7.5. The Bidder should ensure that the proposal, in particular the costs quoted, is accurate in every respect before submission. Under no circumstances will the ECC and/or ECC Representative accept any request for cost adjustment on grounds that a mistake has been made in the **Price Proposal of Annex A**.

7.6. The costs quoted should be precise to the Hong Kong dollar only and the Bidder should not quote the cost in odd cents.

7.7. Clarifications, where necessary, may be carried out with individual Bidders if the proposal contains points of doubt. Replies from the Bidder, if acceptable to the ECC and/or ECC Representative, will be included as part of the Bidder's proposal.

7.8. Without prejudice to the generality of the terms and conditions of these Tender Documents, the ECC may require the Bidder, who in the opinion of the ECC, has submitted unreasonably low price, to justify and demonstrate to the reasonable satisfaction of the ECC that such Bidder is capable of carrying out and completing the Contract. Failing to so justify and demonstrate to the ECC's satisfaction would entitle the ECC not to consider the proposal further without having the need to give any reason(s) for not considering the proposal.

7.9. The provisions of Sub-Clause 7.7 and 7.8 are not tender negotiations. They are merely a means for the ECC Representative to obtain supplementary information from the Bidders to remove ambiguities in the proposal. The Bidder from whom clarification is sought does not have an advantage over the other Bidders from whom clarification is not required, and vice versa. Variations of offer by the Bidder during the course of a clarification are not acceptable.

7.10. The Bidders who do not receive an invitation for signing a contract within the proposal's validity period may assume that the proposal has not been successful. Documents of the unsuccessful proposal will be destroyed within **four** months from the date the validity of the proposal expires.

7.11. The ECC and/or the ECC Representative reserves the right not to consider any proposal and is not under any obligation to give a reason for so doing. A proposal need not be considered if it does not comply with the instructions and conditions set out in this invitation exercise, or if any information provided by the Bidder, whether in the proposal or not, is not sufficient for the ECC to carry out a tender evaluation.

7.12. The ECC and the ECC Representative are not under any obligation to consider a proposal if a claim is received by the ECC Representative alleging, or the ECC Representative having grounds to believe, that the services, deliverables or products to be supplied by the Bidder in relation to the Services are infringing the copyrights or have otherwise infringed the intellectual property rights in the service, deliverables or product of a third party.

7.13. The ECC and/or the ECC Representative shall not bear any cost incurred in relation to or incidental to the Bidder's submission of a proposal, the Bidder's participation in the selection process such as presenting its proposal in front of a selection panel if invited by the ECC Representative, and any associated preparatory work or travel that the Bidder may undertake on its own accord.

7.14. The Bidder should inform the ECC Representative in writing **within two calendar days with full explanation** for any change which occurs after the submission of a proposal and which might affect the proposal or the Bidder's ability to fully or partly provide the services as proposed. The ECC Representative reserves the right to re-evaluate the entire proposal in the light of the new information.

7.15. Upon request by the ECC Representative whilst the Bidder's proposal remains valid, the Bidder shall provide the latest audited accounts or unaudited accounts as appropriate for checking within 14 calendar days from the date of such request. Failure to provide the accounts within the stipulated time will render the proposal null and void.

7.16. If the Bidder is appointed to provide all or part of the services specified in the **Specifications of Services**, the Bidder's subsequent performance in executing the services will be monitored and may be taken into consideration when the Bidder's future tenders, quotations, service proposals and the like are evaluated by the ECC and/or the Government.

7.17. The ECC reserves the right not to invite any of the Bidders to enter into a contract, written or otherwise, for the provision of all or any of the services specified in the **Specifications of Services**.

7.18. The Bidder's proposal submitted by joint venture will **NOT** be accepted.

7.19. All proposals, information and responses from the Bidder must be submitted in writing. The Tender Documents and all proposals, information and responses submitted by the successful Bidder may be incorporated into and made a part of Contract between the ECC and such Bidder. Bidder should not submit any information or materials which it does not wish to be incorporated into the Contract. The ECC reserves the right to disqualify any Bidder who submits a proposal that directly or indirectly attempts to exclude or restrict the effect of this requirement.

7.20. Notwithstanding anything to the contrary in the Tender Documents, the ECC reserves the right to disqualify a Bidder on the grounds that the Bidder has engaged, is engaging, or is reasonably believed to have engaged or be engaging in acts or activities that are likely to cause or constitute the occurrence of offences endangering national security or otherwise the exclusion is necessary in the interest of national security, or is necessary to protect the public interest of Hong Kong, public morals, public order or public safety.

8. The Bidder shall comply with the anti-collusion requirement and confirm that such has been complied with. Details of the anti-collusion requirement are as follows:

8.1. The Bidder shall not communicate to any person other than the ECC or the ECC Representative the amount of any bid/tender, adjust the amount of any bid/tender by arrangement with any other person, make any arrangement with any other person about whether or not the Bidder or that other person should or should not bid/tender or otherwise collude with any other person in any manner whatsoever in the bidding process until the Bidder is notified by the ECC or the ECC Representative of the outcome of the bid exercise. Any breach of or non-compliance with this Sub-clause by the Bidder shall, without affecting the Bidder's liability for such breach of rules and laws or non-compliance, invalidate the Bidder's submission.

8.2. Sub-clause 8.1 shall have no application to the Bidder's communications in strict confidence with the Bidder's own insurers or brokers to obtain an insurance quotation for computation of service cost and communications in strict confidence with the Bidder's consultants/sub-contractors to solicit their assistance in the preparation of the submission of a proposal.

9. Without prejudice to the ECC's right to cancel the invitation, where there are changes of requirement after the closing date for operational or whatever reasons, the ECC and/or the

ECC Representative is not bound to accept any conforming offer and reserves the right to cancel the invitation. The ECC also reserves the right not to engage any Bidder or to engage one or more Bidder(s) as its Contractor for the provision of the Services.

10. The Bidder's proposed monthly wage for each personnel shall be the same as the mandatory wage (i.e. $30,095), which corresponds to calendar days for each concerned month and 44 hours gross per week. If the proposed monthly wage offered by the Bidder for each personnel is different from the mandatory wage, its offer will not be considered.

11. Should he ECC require any amendments, clarifications or adjustments to be made to the Tender Documents for the purpose of tender exercise, the ECC will issue to every prospective Bidder numbered addenda giving full details of such amendments. These addenda if comprising an amendment, clarification or adjustment to any provisions of the Contract, shall form a part of the Contract and shall take priority over the documents previously issued.

12. The Total Amount in the **Price Proposal of Annex A** quoted by the Bidder will be used for price assessment. The lowest conforming offer will normally be recommended for acceptance. However, the ECC is not bound to accept any offer. Any prompt payment discount quoted by the Bidder will not be taken into consideration in the price assessment.