

Invitation for Provision of	Video Production and Media Placement Services for the Carbon Neutrality Publicity Campaign
Dated	14 June 2024 (Friday)
Deadline of Proposal Submission on	5 July 2024 (Friday) 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 costs quoted by the Bidder shall cover all expenses that may be incurred for the purpose of meeting the objective and requirements specified in the Service Specifications (**Appendix 2**). Such expenses must include the full costs for planning, coordinating, liaising, implementing and executing the services and any other costs related to the fulfilment of the objective and requirements specified in the Service Specifications. The Bidder should read the Service Specifications carefully before submitting a proposal.
3. The proposal must be submitted in two separate parts, each of which should be enclosed in its own **sealed** envelope. The contents, which must be provided on A4 double-sided recycled paper and not in digital formats, to be enclosed in each envelope are as follows:

3.1 Envelope A

Marked ‘**Price Proposal of Provision of Video Production and Media Placement Services for the Carbon Neutrality Publicity Campaign**’ with the **Name of Company** clearly written on the envelope:

- **Schedule 4 – Price Proposal of Annex A** duly completed.

3.2 Envelope B

Marked ‘**Technical Proposal of Provision of Video Production and Media Placement Services for the Carbon Neutrality Publicity Campaign**’ with the **Name of Company** clearly written on the envelope:

- **Schedule 3 – Technical Proposal**, to be drawn up by the Bidder to give details on how the Bidder will go about strategising and executing the Services required. It should **NOT contain any cost information** and should follow the outline sets out in **Schedule 3 of Annex A** and in accordance with the service requirements sets out in **Appendix 2**

- Service Specifications:

- Draft storyboard and/or storyline and script of the TWO (2) Education Videos;
- Working Schedule;
Media plan for the rerun of CNPC TV API;
- **Schedule 1 – Experience of the Bidder of Annex A**, duly completed;
- **Schedule 2 – Information on the Team of Annex A**, duly completed;
- **Annex B – Declaration of Compliance**, duly completed with the original company/organisation chop and the authorised representative's signature;
- **Annex C – Non-collusive Tendering Certificate**, 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 10 below. Where the Bidder comprises two or more companies/organisations acting in partnership, joint venture or otherwise, each of all such companies/organisations must duly complete a Non-collusive Tendering Certificate for inclusion in the submission.

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

- **Annex D – Offer to be Bound**; and
 - **A copy of a valid Business Registration Certificate** or other valid business document issued by a governmental or competent authority.
4. The two parts, i.e., the two envelopes, of the proposal should **reach** the following address **together by 12:00 noon on 5 July 2024 (Friday)**.

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. All qualified bidders will be invited to present their technical proposals to an assessment panel tentatively in mid-July 2024. Details of the presentation, including the date, time and venue, will be confirmed through the invitation separately.

8. The schedule of activities for this invitation exercise is as follows:

Date/Time	Task/Activity
14 June 2024	Invitation for proposals
5 July 2024	Deadline to submit proposals
Mid-July 2024	Assessment Panel (Bidders might be invited to give presentation of their proposals)
Late July 2024	Award of contract

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

- 9.1 The costs quoted by the Bidder shall be valid up to 31 December 2024.
- 9.2 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 Service Brief. 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.
- 9.3 In accordance with **Clause 30 of Appendix 3**, the Bidder's proposal must be presented in a gender-sensitive manner and the Bidder should ensure that the medium of promotion suggested by the Bidder will effectively reach people of both gender. Furthermore, the proposal should be submitted in compliance with the Green Management Requirements at **Clause 32 of Appendix 3**.
- 9.4 The cost of each and every Item or its subordinate Item on **Schedule 4 of Annex A of this Appendix** must be quoted.
- 9.5 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 at Schedule 4 of Annex A**.
- 9.6 The costs quoted should be precise to the Hong Kong dollar only and the Bidder should not quote the cost in odd cents.
- 9.7 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.

- 9.8 The provisions of Sub-Clause 9.7 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.
- 9.9 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.
- 9.10 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.
- 9.11 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.
- 9.12 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 technical 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.
- 9.13 The Bidder should inform the ECC Representative in writing **within two calendar days** of 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.
- 9.14 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.

- 9.15 If the Bidder is appointed to provide all or part of the services specified in the Service Brief, 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 Government of the Hong Kong Special Administrative Region.
- 9.16 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 Service Specifications.
10. The Bidder shall comply with the non-collusive requirement and confirm that such has been complied with. Details of the non-collusive requirement are as follows:
- 10.1 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.
- 10.2 Sub-clause 10.1 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.
11. 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.
12. Each Bidder's proposal will be assessed and rated in the following manner:
- 12.1 The assessment will be done **separately** on the **Technical Proposal** and the **Price Proposal**.
- 12.2 For the purpose of this Clause, the Price Proposal refers to the "**Total Contract Price**" that the Bidder provides on **Schedule 4 of Annex A**.
- 12.3 The assessment of the Technical Proposal will be further itemised into the following areas:

			APPENDIX 1	
Assessment criteria			Maximum Score	Passing Score
1.	Creative concept of the Education Videos	Accuracy and clarity of message	32	16
2.		Innovation/Creativity	16	8
3.		Impact	12	6
4.		Recall	12	6
5.		Resonance/Ability to convince	8	4
6.	Core members of the Project Team	Relevant experience and manpower of the Project Team	10	5
7.	Relevant experience of the Tenderer	Number of video production project(s) in which not less than two (2) videos, each with a duration of not less than 1 minute, were produced for a government department and/or advisory and statutory bodies within two (2) years immediately preceding the Tender Closing Date	6	3
		Number of video production project(s) featuring a celebrity and/or KOL for a government department and/or advisory and statutory bodies within two (2) years immediately preceding the Tender Closing Date	4	2

12.4 Any proposal that fails to meet any of the passing scores specified above will fail the technical assessment and will not be considered further.

12.5 Score weighting of Technical Proposal vs. total Costs Quotation = 70% : 30%

12.6 Each Bidder's Technical Proposal and the Costs Quotations will be weighted and calculated with the following formulae:

$$\text{Technical Proposal (A)} = 70 \times \frac{\text{Bidder's score in the Technical Proposal}}{\text{The highest score of all Technical Proposals}}$$

$$\text{Costs Quotation (B)} = 30 \times \frac{\text{The lowest Costs Quotation of all proposals}}{\text{Bidder's total Costs Quotation}}$$

12.7 The total score obtained by each Bidder = (A) + (B)

12.8 Calculations should be rounded to the nearest two decimal places. In other words, figures with value at the third decimal place larger than or equal to 0.005 will be rounded up by adding 0.01 to the figures and curtailing the third decimal place onward, whereas figures

with value at the third decimal place below 0.005 will be rounded down by curtailing the third decimal place onward without changing the value at the second decimal place.

- 12.9 Normally, the proposal that obtains the highest total score will be selected for acceptance. However, the ECC is not bound to accept any offer.

13. Bidder's Enquiries

- 13.1 Any enquiries concerning these Tender documents should be made prior to the Tender Closing Date to-

Ms Giselle CHAN
Tel.: (852) 2594 0452
Email: gisellehcchan@eeb.gov.hk

14. Unless otherwise expressly stated by the ECC in writing, any statement whether oral or written made in response to any enquiry made by the Bidder shall be for information only. No such statement constitutes a representation or warranty of whatsoever nature, express or implied, and no invitation is made by the Government to any Bidder or prospective Bidder to rely on the accuracy or completeness of such statement. Unless in the context of an issued addendum to the Tender documents, the statement will not be deemed to form part of these Tender documents and it shall not alter, negate or waive any of the provisions set out in these Tender documents.