

Invitation to Tender for	<b>Provision of Services for the Operation and Management of the kNOw Carbon House</b>
Dated	14 June 2024 (Friday)
Deadline of Tender 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 TENDER

1. In response to this invitation for tenders, the Tenderer is required to submit the tender 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 Tenderer 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 Tenderer should read the Service Specifications carefully before submitting a proposal.
3. The budget for the Services is capped at HK\$4,000,000.00. Tender with price proposal exceeding HK\$4,000,000.00 will not be considered.
4. The tender 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:

### **Envelope A**

Marked '**Price Proposal of Provision of Services for the Operation and Management of the kNOw Carbon House**' with the **Name of Company** clearly written on the envelope:

- **Schedule 2 – Price Proposal of Annex A** duly completed.

### **Envelope B**

Marked '**Technical Proposal of Provision of Services for the Operation and Management of the kNOw Carbon House**' with the **Name of Company** clearly written on the envelope:

- **Schedule 3 – Technical Proposal of Annex A**, to be drawn up by the Tenderer to give

details on how the Tenderer 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 1 of Annex A** and in accordance with the service requirements sets out in **Appendix 2 – Service Specifications**:

- **Annex B - Declaration of Compliance**, duly completed; and
- **Annex C - Non-collusive Tendering Certificate**, duly completed; and
- **Annex D - Offer to be Bound**
- **A copy of a valid Business Registration Certificate** or other valid business document issued by a governmental or competent authority.

5. The two parts, i.e. the two envelopes, of the tender 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

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

7. 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.

8. All qualified Tenderers will be invited to present their technical proposals to an assessment panel. Details of the presentation, including the date, time and venue, will be confirmed through the invitation separately.

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

Date/Time	Task/Activity
14 June 2024	Invitation for proposals
20 June 2024	Tender Briefing cum Site Visit to the kNow Carbon House
5 July 2024 12:00 noon	Tender Closing Date

Mid-July 2024	Assessment Panel (Tenderers might be invited to give presentation of their proposals)
Late-July 2024	Award of Contract

10. The Tenderer shall note the following before submitting a proposal:
- 10.1 The Tenderer should note that its offer will remain valid for the duration of the Contract. Therefore, no request for price variation will be considered.
  - 10.2 Tenders shall remain valid and open for acceptance on these terms for not less than 90 days after the Tender Closing Date.
  - 10.3 In the preparation of the proposal, the Tenderer shall take into consideration the conditions of contract governing the execution of Services in the Service Specifications. By virtue of the Tenderer's submission of a proposal, the Tenderer is deemed to have accepted such scope, terms and conditions, irrespective of whether or not the Tenderer has expressly given its agreement in writing.
  - 10.4 Should the 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 Tenderer, who has registered with the ECC when obtaining copies of the Tender documents, 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.
  - 10.5 The Tenderer's proposal submitted by joint venture will NOT be accepted.
  - 10.6 In accordance with **Clause 30 of Appendix 3**, the Tenderer's proposal must be presented in a gender-sensitive manner and the Tenderer should ensure that the medium of promotion suggested by the Tenderer 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**.
  - 10.7 The Tenderer shall 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 2**.
  - 10.8 The costs quoted should be precise to the Hong Kong dollar only and the Tenderer should not quote the cost in odd cents.

- 10.9 In the event that the ECC determines that clarification is necessary, it will advise the Tenderer accordingly indicating whether the Tenderer should supplement its tender. Each Tenderer shall thereafter within five (5) working days after the date of the ECC's request or such other period as specified in the request for clarifications submit the requested information. Offer may not be considered further if complete information is not provided as required. Replies from the Tenderer, if acceptable to the ECC and/or ECC Representative, will be included as part of the Tenderer's proposal.
- 10.10 The provisions of Sub-Clause 10.9 are not Tender negotiations. They are merely a means for the ECC Representative to obtain supplementary information from the Tenderer to remove ambiguities in the proposal. The Tenderer from whom clarification is sought does not have an advantage over the other Tenderers from whom clarification is not required, and vice versa. Variations of offer by the Tenderer during the course of a clarification are not acceptable.
- 10.11 Without prejudice to the generality of the terms and conditions of these Tender documents, the ECC may require the Tenderer, 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 Tenderer is capable of carrying out and completing the Contract. Failing to justify and demonstrate to the ECC's satisfaction would entitle the ECC not to consider the Tender further without having the need to give any reason(s) for not considering the Tender.
- 10.12 The ECC reserves the right to negotiate with any or all Tenderers about the terms of Tender and the terms and conditions of the contract.
- 10.13 The Tenderers 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.
- 10.14 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 Tenderer, whether in the proposal or not, is not sufficient for the ECC to carry out a Tender evaluation.
- 10.15 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 Tenderer 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.

- 10.16 The ECC and/or the ECC Representative shall not bear any cost incurred in relation to or incidental to the Tenderer's submission of a proposal, the Tenderer'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 Tenderer may undertake on its own accord.
- 10.17 The Tenderer 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 Tenderer'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.
- 10.18 Upon request by the ECC Representative whilst the Tenderer's proposal remains valid, the Tenderer 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.
- 10.19 If the Tenderer is appointed to provide all or part of the services specified in the Service Specifications, the Tenderer's subsequent performance in executing the services will be monitored and may be taken into consideration when the Tenderer's future Tenders, service proposals and other relevant submissions are evaluated by the ECC and/or the Hong Kong Government.
- 10.20 The ECC reserves the right not to invite any of the Tenderers to enter into a contract, written or otherwise, for the provision of all or any of the services specified in the Service Specifications.
- 10.21 The ECC reserves the right to hire part of the services (i.e. selected items) to be delivered by the Contractor by notice in writing, and the ECC shall reserve the right to assign part of the services to another contractor.
- 10.22 The ECC shall reserve the right, at any time or prior to the completion of the services at its discretion, to terminate whole or part of the services to be delivered by the Contractor by notice in writing, and the ECC shall reserve the right to assign the balance of the uncompleted services to another contractor.

11. The Tenderer shall comply with the non-collusive requirement and confirm that such has been complied with. Details of the non-collusive requirement are as follows:

- 11.1 The Tenderer 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 Tenderer 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 Tenderer 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 Tenderer shall, without affecting the Tenderer's liability for such breach of rules and laws or non-compliance, invalidate the Tenderer's submission.

- 11.2 Sub-clause 11.1 shall have no application to the Tenderer's communications in strict confidence with the Tenderer's own insurers or brokers to obtain an insurance tender for computation of service cost and communications in strict confidence with the Tenderer's consultants/sub-contractors to solicit their assistance in the preparation of the submission of a proposal.

12. 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 Tenderer or to engage one or more Tenderer(s) as its Contractor for the provision of the Services.

13. Each Tenderer's proposal will be assessed and rated in the following manner:

13.1 The assessment will be done **separately** on the **Technical Proposal** and the **Price Proposal**.

13.2 For the purpose of this Clause, the Price Proposal refers to the **"Total Contract Price"** that the Tenderer provides on **Schedule 2 of Annex A**.

Assessment Criteria on Technical Aspects	Maximum Mark	Passing Mark
<b>Section A – Execution Plan (85%)</b>		
<b>(A1) – Services Plan</b>	20	10
<b>(A2) – Visit Programme Plan</b>	30	15
<b>(A3) – Publicity Plan</b>	10	5
<b>(A4) – Decoration Plan</b>	5	3
<b>(A5) – Innovative Suggestions</b>	20	10

Assessment Criteria on Technical Aspects	Maximum Mark	Passing Mark
<b>Section B – Experience (15%)</b>		
<b>(B1) – Centre’s Operation and Management Related</b>	10	5
<b>(B2) – Environmental Related</b>	5	3

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

13.4 Score weighting of Technical Proposal vs. total Costs Tender = 70% : 30%

13.5 Each Tenderer’s Technical Proposal and the Costs Tenders will be weighted and calculated with the following formulae:

$$\text{Technical Proposal (A)} = 70 \times \frac{\text{Mark of the Tender being assessed}}{\text{Highest mark amongst the conforming Tenders}}$$

$$\text{Price Proposal (B)} = 30 \times \frac{\text{Lowest price amongst the conforming Tenders}}{\text{Price of the Tender being assessed}}$$

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

13.7 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.

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

#### 14. Tenderer's Enquiries

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

Ms Hilary TANG  
Tel.: (852) 2835 2547  
Fax.: (852) 2827 8138  
Email: hilaryymtang@eeb.gov.hk

Or

Mr Leo CHENG  
Tel.: (852) 2835 1020  
Fax.: (852) 2827 8138  
Email: leotfcheng@eeb.gov.hk

15. Unless otherwise expressly stated by the ECC in writing, any statement whether oral or written made in response to any enquiry made by the Tenderer 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 Tenderer or prospective Tenderer 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.