

Invitation for Provision of	Publicity and Event Management Services for Energy Efficiency & Conservation Publicity Campaign Sub-theme 2 - “Wise Use of Energy”
Dated	9 December 2025 (Tuesday)
Deadline of Proposal Submission on	30 December 2025 (Tuesday) 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 Publicity and Event Management Services for Energy Efficiency & Conservation Publicity Campaign Sub-theme 2 - “Wise Use of Energy”**’ with the Name of Company clearly written on the envelope

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

3.2 Envelope B

Marked ‘**Technical Proposal of Provision of Publicity and Event Management Services for Energy Efficiency & Conservation Publicity Campaign Sub-theme 2 - “Wise Use of Energy”**’ with the Name of Company clearly written on the envelope

- (i) **Schedule 1 – Experience of the Bidder of Annex A**, duly completed;

- (ii) **Schedule 2 – Information on the Team of Annex A**, duly completed;

- (iii) **Schedule 3 – Technical Proposal of Annex A**, to be drawn up by the Bidder to give details on how the Bidder will go about strategizing and executing the Services required. It **should NOT contain any cost information** and should follow the outline set out in **Schedule 3 of Annex A** and in accordance with the service requirements set out in **Appendix 2 – Specifications of Service and Annex F – Project Details**:
- **Proposed Implementation Plan;**
 - **Proposed Resource Plan**
 - **Proposed Publicity Plan;**
 - **Proposed Innovative Suggestions: Pro-innovation;**
 - **Proposed Innovative Suggestions: Improvement to Environmental Protection, Sustainability or Governance or Social Responsibility**

More guidelines in preparing Schedule 3 – Technical Proposal can be found in Clause 13 below.

- (iv) **Annex B – Declaration of Compliance**, duly completed with the original company/ organisation chop and the authorized representative's signature;
- (v) **Annex C – Non-collusive Tendering Certificate**, duly completed with the original company/ organisation chop and the authorized person's signature to the effect with 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 Confirmation of Compliance 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.

- (vi) **Annex D – Offer to be Bound**, duly completed with the original company/ organisation chop and the authorized representative's signature;
- (vii) **Annex E – Statement of National Security and Public Interest**, duly completed with the original company/ organisation chop and the signatures of the authorised representative and a witness. Notwithstanding anything to the contrary in the tender documents, ECC / ECC Representative reserves the right to disqualify a bidder on the grounds that the bidder or if the bidder is an unincorporated or incorporated joint venture, any participant of the unincorporated joint venture or shareholder of the incorporated joint venture has engaged, is engaging, or is reasonably believed to have engaged or be engaging in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security, or otherwise the disqualification 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.
- (viii) **A copy of Articles of Association, the Certificate of Incorporation and a valid Business Registration Certificate or other valid business document** issued by a governmental or competent authority.

- (ix) Alternative proposals which improve the value of the offer may be submitted. The ECC reserves the right to negotiate with any Bidder about the terms of the offer.

3.3 The Bidder must submit all the following in its proposal before the deadline of proposal submission, **otherwise its proposal will not be considered further:**

- (a) **Schedule 1 – Experience of the Bidder of Annex A** duly completed;
- (b) **Schedule 2 – Information on the Team of Annex A** duly completed;
- (c) **Schedule 3 – Technical Proposal of Annex A** duly completed;
- (d) **Schedule 4 – Price Proposal of Annex A** duly completed;
- (e) **Annex C – Non-collusive Tendering Certificate**, duly completed with the original company/ organisation chop and the authorized person’s signature;
- (f) **Annex D – Offer to be Bound**, duly completed with the original company/ organisation chop and the authorised representative’s signature;
- (g) **A copy of Articles of Association, the Certificate of Incorporation and a valid Business Registration Certificate or other valid business document** issued by a governmental or competent authority.

3.4 In addition to Clause 3.3 above, the Bidder is required to provide all other information/supporting documents, duly completed and signed where applicable, requested in this Invitation or relevant to its proposal, including but not limited to the following:

- (a) **Annex B – Declaration of Compliance**, duly completed with the original company/ organisation chop and the authorized representative’s signature;
- (b) **Annex E – Statement of National Security and Public Interest**, duly completed with the original company/ organisation chop and the signatures of the authorised representative and a witness.

The Bidder should provide all the above information/items at the same time when it submits its proposal. If any of the above information/items is missing in a proposal and is not provided upon the ECC’s request in accordance with Clause 3.5 below, the proposal will not be further considered.

3.5 In the event that the ECC Representative determines that:

- (a) clarification in relation to any part of the Tender is necessary; or
- (b) a document or a piece of information, other than those specified in Clause 3.3 above, is missing from any proposal,

the ECC Representative may, but is not obliged to, request the Bidder concerned to make the necessary clarification, or submit the required document or information. The Bidder shall within three (3) working days from the date of the request or within such other period as specified in the request submit the clarification, information or document. If the clarification

or information or document is not provided by the aforesaid deadline, the proposal may not be considered further.

4. The two parts, i.e., the two envelopes, of the proposal should reach the following address together by **12:00 noon on 30 December 2025 (Tuesday)**.

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 or “extreme conditions” announced by the Government above is/are in force 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. The ECC shall not have or accept any liability, obligation or responsibility whatsoever for any loss of, destruction of or damage to the Tender/Quotation submission submitted and/or deposited by Bidders in the Specified Tender Box if such loss, destruction or damage shall be caused by or directly or indirectly due to any outbreak of war, hostilities (whether war be declared or not), invasion, acts of foreign enemies, riot, civil commotion, rebellion, storm or other cause whatsoever beyond the reasonable control of the ECC. Following any event which results in such loss, destruction or damage, the ECC will announce any arrangements concerning Tender submission as soon as practicable.

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

Date/Time	Task/Activity
9 December 2025	Invitation for proposals
16 December 2025	Tender briefing
30 December 2025	Deadline to submit proposals
Early January 2026	Assessment Panel
Early January 2026 - Mid January 2026	Award of contract

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

8.1 The proposal quoted by the Bidder shall be valid up to 30 June 2026. 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.

8.2 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 Specifications**. 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.

- 8.3 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 Bidder, who has registered with the ECC when obtaining copies of the Tender/Quotation 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.
- 8.4 The Bidder's proposal submitted by joint venture will **NOT** be accepted.
- 8.5 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 34 of Appendix 3**.
- 8.6 The cost of each and every Item or its subordinate Item on **Schedule 4 of Annex A of this Appendix** must be quoted.
- 8.7 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 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**.
- 8.8 The costs quoted should be precise to the Hong Kong dollar only and the Bidder should not quote the cost in odd cents.
- 8.9 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 Representative, will be included as part of the Bidder's proposal.
- 8.10 Without prejudice to the generality of the above terms, the ECC may require a Bidder who in the opinion of the ECC has submitted an unreasonably low price to justify and demonstrate that such a Bidder is capable of carrying out and completing the Contract. The ECC may reject the Tender if the Bidder fails to so justify and demonstrate to the ECC's satisfaction.
- 8.11 The provisions of Sub-Clauses 8.9 and 8.10 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.

- 8.12 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.
- 8.13 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.
- 8.14 The ECC Representative is 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.
- 8.15 Each Bidder shall submit its quotation at its own cost and expense. The ECC shall not be liable for any costs and expenses whatsoever incurred by a Bidder in connection with the preparation or submission of its quotation and the doing of all acts required for the purpose of the invitation to quotation, including all costs and expenses relating to (a) communication or negotiations with or providing presentation or demonstration to the ECC, (b) site visits or surveys made by the Bidder, (c) presenting the Bidder's reference sites and equipment to the ECC representative during the site visits, and (d) provision of quotation samples, whether before or after the Tender Closing Date and time.
- 8.16 The Bidder should inform the ECC Representative in writing **within two calendar days with full explanation** 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.
- 8.17 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 days from the date of such request. Failure to provide the accounts within the stipulated time will render the proposal null and void.
- 8.18 If the Bidder is appointed to provide all or part of the services specified in the Service Specifications, 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 Hong Kong

Government.

- 8.19 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**.
- 8.20 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.
- 8.21 Notwithstanding anything to the contrary in the Tender Documents, the ECC reserves the right to disqualify a Bidder on the grounds including any one of the following:
- (a) a petition is presented or a proceeding is commenced which has not been withdrawn any time prior to the Contract award or an order is made or a resolution is passed for the winding up or bankruptcy of the Bidder or a related person of the Bidder;
 - (b) the Bidder has made or submitted a false, inaccurate or incomplete statement or representation or a forged document in the quotation or in any subsequent submission by the Bidder or communication between the ECC and the Bidder since submission of that quotation;
 - (c) in the event of (i) a claim or an allegation by any person, or a ruling or judgment by a court, or decision by a competent tribunal or arbitration body that any thing(s), service(s) or material(s) to be supplied or recommended by the Bidder in its quotation infringes any Intellectual Property Rights or any other rights of any person (“IPR infringement”) (and in the case of any claim or allegation, it was made any time during a period of seven (7) years preceding the Tender Closing Date and up to the time of Contract award); or (ii) the ECC having grounds to believe there is or will be such IPR infringement; or (iii) an agreement has been entered into whether by the Bidder or any other person to settle or compromise any claim or allegation about IPR Infringement (regardless of whether on an admission basis or non-admission basis) which agreement is still valid and subsisting at any time during a period of seven (7) years preceding the Tender Closing Date and up to the time of Contract award;
 - (d) any time during the thirty-six (36) months prior to the Tender Closing Date or between the Tender Closing Date and the award of the Contract, the Bidder or a related person of the Bidder (as defined in Clauses 8.26 and 8.27 below and including those who were in such capacity any time within the same period, i.e., thirty-six (36) months prior to the Tender Closing Date or between the Tender Closing Date and the award of the Contract) has committed significant or persistent default(s) or deficiency(ies) in the performance of any requirement or obligation under any other

ECC/Government contract regardless of the procurement department of such other ECC/Government contract, regardless of whether the default(s) or deficiency(ies) led to the actual termination of the relevant ECC/Government contract and regardless of whether such default(s) or deficiency(ies) occurs before or after the termination or expiry of the relevant ECC/Government contract, and in the case of the latter, provided that the default(s) or deficiency(ies) relates to any provisions which survive such termination or expiry, and regardless of whether such default(s) or deficiency(ies) has been remedied (“Contract Default(s)”); and the ECC Representative in its sole judgment is satisfied that such Contract Default(s) casts a reasonable doubt on the capability of the Bidder to perform the Contract to be awarded in this invitation to quotation;

- (e) (i) the Bidder; or (ii) a related person of the Bidder; or (iii) a director or management staff of the Bidder or those of the related person of the Bidder, has been convicted by the final judgment (i.e. judgment not subject to any appeal to a higher court prior to the Contract award) in respect of one or more serious offences including conviction of offences involving bribery, false accounting, corruption, dishonesty or employment handed down any time during a period of five (5) years preceding the Tender Closing Date and thereafter up to the time of Contract award;
- (f) in the event of the professional misconduct or acts or omissions having been committed during a period of five (5) years preceding the Tender Closing Date and up to the time of Contract award that adversely reflect on the commercial integrity of the Bidder or a related person of the Bidder or a director or management staff of the Bidder or those of the related person of the Bidder; professional misconduct includes any breach of the Good Industry Practice; or
- (g) any failure of the Bidder to pay taxes to the Government during a period of five (5) years preceding the Tender Closing Date and up to the time of Contract award.

The grounds specified in Clauses 8.21 (a) to (g) above are separate and independent, and shall not be limited by reference to or inference from the other of them.

8.22 For the purposes of Clause 8.21 above, each Bidder shall provide at the time of submission of its quotation (and thereafter up to the time of award in relation to any event occurring between the time of submission and the time of award) all information at least in relation to itself and those information in relation to its related person or its director or management staff (which it has knowledge and is reasonably relevant to facilitate the ECC’s determination as to whether to exercise its right of disqualification), including but not limited to the following:

- (a) details of any petition or proceeding mentioned in Clause 8.21(a) above;
- (b) details of all infringement claims, allegations, rulings, judgments, decisions or settlement agreements as mentioned in Clause 8.21(c) above;
- (c) details of all Contract Defaults as mentioned in Clause 8.21 (d) above;

- (d) details of conviction as mentioned in Clause 8.21(e) above in Hong Kong or any overseas jurisdiction;
- (e) details of any professional misconduct or act or omission as mentioned in Clause 8.21(f) above; and
- (f) details of any failure to pay taxes as mentioned in Clause 8.21(g) above.

In the case of Contract Default, the ECC will form an assessment as to whether or not such Contract Default has occurred.

- 8.23 In addition to the information mentioned in Clause 8.22 above, the ECC reserves the right (but not obligation) to request from a Bidder or a related person of the Bidder or director or management staff of the Bidder or those of the related person of the Bidder or other independent sources, such other information that is reasonably relevant to facilitate the ECC's determination as to whether to exercise its right of disqualification under Clause 8.21 above.
- 8.24 If the Bidder fails to comply with the request made by the ECC pursuant to Clause 8.23 above within such time as required by the ECC, the ECC may disqualify the Bidder. If the Bidder has submitted false, inaccurate or incomplete information, the ECC may disqualify the Bidder pursuant to Clause 8.21(b) above.
- 8.25 In providing the information required under Clauses 8.22 and 8.23 above, the Bidder may show cause to satisfy the ECC that in relation to any of the events as mentioned in Clause 8.21 above, even if it has occurred, it does not cast doubt on the fitness, propriety or capability of the Bidder to perform the Contract to be awarded in this invitation to quotation.
- 8.26 If the Bidder is a company, the expression "related person" of the Bidder includes any one of the following:
- (a) a shareholder (corporate or individual) which directly or indirectly beneficially owns fifty (50) percent or more of the issued share capital of the Bidder ("majority shareholder");
 - (b) a holding company or a subsidiary of the Bidder;
 - (c) a holding company or a subsidiary of a majority shareholder (being a company) of the Bidder; or
 - (d) a company in which a majority shareholder (being an individual) of the Bidder directly or indirectly beneficially owns fifty (50) percent or more of its issued share capital or controls the composition of its board of directors.

The expressions "holding company" and "subsidiary" have the meanings given to them

in the Companies Ordinance (Chapter 622 of the Laws of Hong Kong).

8.27 If the Bidder is a sole proprietor or partnership, the expression “related person” includes any one of the following:

- (a) any partner of the Bidder (if it is a partnership);
- (b) the spouse, parent, child, brother or sister of the Bidder, and, in deducing such a relationship, an adopted child shall be deemed to be a child both of the natural parents and the adopting parent, and a step child to be a child of both the natural parent and of any step parent; or
- (c) a company in which the Bidder or any partner of the Bidder beneficially directly or indirectly owns fifty (50) percent or more of its issued share capital or controls the composition of its board of directors.

8.28 References to related persons of the Bidder, directors and management staff of the Bidder or those of a related person in any of the applicable Sub-clause of Clause 8.21 above include persons who were in such capacity at such time of the event referred to in that Sub-clause.

8.26 Notwithstanding anything to the contrary in the quotation 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.

For the purposes of evaluating whether the Bidder will be capable of performing the Contract, the ECC may, at its own costs, conduct site visit(s) to any premises including the premises of the Bidder (including its registered office and warehouse) and/or the premises of the Bidder’s sub-contractor, with or without prior notice, whether by the ECC Representative or any person appointed by the ECC. The Bidder shall make all necessary arrangements to facilitate such site visit(s) and shall complete the contact details including the address(es) of its office and/or sub-contractor’s office (if any), facsimile number and email address in relevant Appendix. The making of any such site visit does not imply that the Bidder will be awarded the Contract.

9. 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:

9.1 The Bidder shall not communicate to any person other than 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 Representative of the outcome of the tender 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 or future standing as a ECC supplier or service provider.

9.2 Sub-clause 9.1 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. The rights of the ECC under Clause 9.1 are in addition to and without prejudice to any other rights or remedies available to it against the Bidder.

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

11. Each Bidder's proposal will be assessed and rated in the following manner:

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

11.2 For the purpose of this Clause, the Price Proposal refers to the **"Total Contract Price"** that the Bidder provides on **Part A of Schedule 4 of Annex A**.

11.3 The assessment of the Technical Proposal will be further itemised into the following areas:

Section	Assessment Criteria	Max. Mark	Passing Mark
A	Execution Plan		16
	(a) Implementation plan	20	
	(b) Resources plan	20	
	(c) Publicity plan	25	
	(d) Innovative suggestions: Pro-innovation proposals	15	
	(e) Innovative Suggestions – Proposals to improve environmental protection, sustainability (E) or governance (G) or social responsibility (S) – "ESG"	5	
	<i>Sub-Total</i>	85	
B	Experience, Qualification or Certification		--
	(a) Relevant experience of Bidder	9	
	(b) Qualification and experience of key personnel	3	
	(c) Valid and relevant ISO certification	3	
	<i>Sub-Total</i>	15	
	Total	100	

11.4 The assessment criteria and marking allocation for technical proposals are as follows:

Assessment Criteria	Maximum Marks out of 100	Guidelines to Tenderers for Attaining Marks in Technical Assessment
A. Execution Plan	85 (Passing Mark: 16)	
(a) Implementation Plan	20	<p>Marks will be given on marking scale as follows:</p> <p>100% - The proposed plan is practical with detailed information for <u>all</u> of the required items.</p> <p>75% - The proposed plan is practical with detailed information for <u>more than three fourth</u> of the required items and brief information for the remaining required items.</p> <p>50% - The proposed plan is practical with detailed information for <u>more than half</u> of the required items and brief information for the remaining required items.</p> <p>25% - The proposed plan is practical with brief information covering all of the required items.</p> <p>0% - The proposed plan is impractical or fails to provide information on any of the required items.</p>
(b) Resources Plan	20	
(c) Publicity Plan	25	
(d) Innovative Suggestions – Pro-innovation proposals	15	<p>Marks for innovation are assigned to pro-innovation proposals that are directly relevant to the services being procured and can enhance service delivery. Adoption of pro-innovation proposals are technological means / arrangements / work process / solutions / equipment that can enhance efficiency, effectiveness and productivity of the service outcome.</p> <p>Marks will be given to innovative suggestions that are considered effective and practicable, with their benefits / positive values to be reflected in terms of:</p> <ul style="list-style-type: none"> ● Better use of resources, e.g. electricity, paper, time, etc. ● Saving of manpower resources; ● Higher operational efficiency / performance reliability/ productivity; ● Earlier delivery schedule/ project implementation ● Better service quality; ● Improved or greater flexibility to adapt to operational changes; ● Boosting of user satisfaction/ service utilization; and ● Any other benefits which are considered relevant to the tender requirements. <p>What constitutes as one pro-innovation proposal to score marks shall be determined by the Government. All effective and practicable pro-innovation proposals submitted by the successful bidder, if and to the extent accepted by the Government, shall form part of the Contract.</p> <p>Marks will be given on marking scale as follows:</p> <p>100% - The proposed plan contains 5 or more effective and practicable pro-innovation proposals.</p> <p>66% - The proposed plan contains 3 to 4 effective and practicable pro-innovation proposals.</p> <p>33% - The proposed plan contains 1 to 2 effective and</p>

Assessment Criteria	Maximum Marks out of 100	Guidelines to Tenderers for Attaining Marks in Technical Assessment
		<p>practicable pro-innovation proposals.</p> <p>0% - The proposed plan does not contain any effective and practicable pro-innovation proposal.</p> <p>For assessment of an innovative suggestion, the following factors will be considered in comparison to the conventional mode of service delivery:</p> <ul style="list-style-type: none"> ● the effectiveness of the innovative suggestion in achieving any of the relevant benefits; ● the feasibility and practicability of the suggestions; ● the reliability/sustainability of the suggestions.
<p>(e) Innovative Suggestions – Proposals to improve environmental protection, sustainability (E) or governance (G) or social responsibility (S) – “ESG”</p>	<p>5</p>	<p>Proposals of “ESG” measures may but need not be directly relevant to the services being procured, but which can bring about positive values/benefits to the Government, or public at large.</p> <p>Marks will be given to ESG proposals that are considered effective and practicable, with their benefits / positive values to be reflected in terms of:</p> <ul style="list-style-type: none"> ● Environmental protection ● Social responsibility ● Governance <p>What constitutes as one ESG proposal to score marks shall be determined by the Government. All effective and practicable ESG proposals submitted by the successful tenderer, if and to the extent accepted by the Government, shall form part of the Contract.</p> <p>Marks will be given on marking scale as follows:</p> <p>100% - The proposed plan contains 3 or more effective and practicable ESG proposals.</p> <p>66% - The proposed plan contains 2 effective and practicable ESG proposals.</p> <p>33% - The proposed plan contains 1 effective and practicable ESG proposals.</p> <p>0% - The proposed plan does not contain any effective and practicable ESG proposal.</p> <p>For assessment of an innovative suggestion, the following factors will be considered in comparison to the conventional mode of service delivery:</p> <ul style="list-style-type: none"> ● the effectiveness of the innovative suggestion in achieving any of the relevant benefits; ● the feasibility and practicability of the suggestions; ● the reliability/sustainability of the suggestions.

Assessment Criteria	Maximum Marks out of 100	Guidelines to Tenderers for Attaining Marks in Technical Assessment
B. Experience, Qualification or Certification	15	
(a) Relevant experience of Bidder	9	<p>Marks will be given according to the Tenderer's experience in terms of relevant past project references in organising publicity activities which fit the following criteria:</p> <ul style="list-style-type: none"> i. an event/activity open to/targeted at general public in Hong Kong; ii. contents of the publicity relevant to policies and/or initiatives of the HKSAR government, such as energy saving or environmental protection. iii. organised, managed, hosted and conducted by the Bidder; iv. conducted locally in Hong Kong; v. conducted within 5 years (excluding any variation or extension) preceding the tender closing date; vi. original total contract value (i.e. the original contract sum at the time of contract award) of HK\$1 million or above (excluding any variation or extension); vii. same or highly similar event/activity in ECC/ECC Representative's opinion and full discretion which were conducted recurrently in different years will be counted once only. <p>The following kinds of experience are considered irrelevant and will NOT be considered:</p> <ul style="list-style-type: none"> i. an event / activity in the nature of commercial advertising, product launch or sales; ii. an event / activity in which the Bidder's major work was to provide technical services and/or support, such as but not limited to provision of audio and visual services, video filming, photo taking, venue setup, etc.; iii. an event / activity / project in which the Bidder's major work was media production, such as but not limited to television / radio commercials, advertisements through transports (railways, buses, mini buses, taxis, etc.), online media, graphics/posters/leaflets/booklets/newsletter design and editing, etc.; iv. experience where the Bidder was in the capacity of a sub-contractor or in novated contracts before the date on which the tender notice is firstly published; and v. experience of any associated company of the Bidder. <p>100% - 5 or more projects 66% - 3 to 4 projects 33% - 1 to 2 projects 0% - 0 project</p>
(b) Relevant experience of key	3	Marks will be given according to the key personnel's academic qualifications :

Assessment Criteria	Maximum Marks out of 100	Guidelines to Tenderers for Attaining Marks in Technical Assessment
personnel		<p>For one Campaign Manager :</p> <p>100% : Higher Diploma or above</p> <p>0% : Lower than Higher Diploma</p> <p>For avoidance of doubt, a “to be appointed” entry or the like will be treated as a blank entry and therefore will be awarded zero mark for that proposed Campaign Manager. If more than one staff member is proposed for the post, marks will only be given to the first appeared person.</p>
(c) Valid and relevant ISO certification	3	<p>Marks will be given according to the Bidder’s recognised certification as follows:</p> <p>100% - Accredited to ISO 9001, ISO 14001 and ISO 45001 and supported with documentary proof of all certificates which are valid as at the tender closing date.</p> <p>66% - Accredited to any two of ISO 9001, ISO 14001 and ISO 45001 and supported with documentary proof of all certificates which are valid as at the tender closing date</p> <p>33% - Accredited to any one of ISO 9001, ISO 14001 and ISO 45001 and supported with documentary proof of all certificates which are valid as at the tender closing date</p> <p>0% - Not accredited to any of ISO 9001, ISO 14001 or ISO 45001 as at the tender closing date or failed to provide valid documentary proof.</p>

11.5 The passing mark for assessment criteria item A - Execution Plan is 16. Any proposal that fails to meet any of the passing scores specified above will fail the technical assessment and will not be considered further.

11.6 Mark weighting of Technical Proposal vs. total Price Proposal = 70% : 30%

11.7 Each Bidder’s Technical Proposal and the Price Proposal will be weighted and calculated with the following formulae :

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

$$\text{Price Proposal (B)} = 30 \times \frac{\text{The lowest Total Contract Price of all proposals}}{\text{Bidder's total Contract Price}}$$

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

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

11.10 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. Submission of Technical Proposal shall include the following items:

12.1 Schedule 1 of Annex A - Experience of the Bidder. The Bidder shall demonstrate experience and expertise in providing services for organization, management and implementation of publicity activities. This shall include the Bidder's relevant past project references of working with government departments or similar organizations in publicity activities which fit the following criteria:

- i. an event / activity opened to / targeted at general public in Hong Kong;
- ii. contents of the publicity relevant to policies and/or initiatives of the HKSAR government, such as energy saving or environmental protection.
- iii. organised, managed, hosted and conducted by the Bidder;
- iv. conducted locally in Hong Kong;
- v. conducted within 5 years (excluding any variation or extension) preceding the tender closing date;
- vi. original total contract value (i.e. the original contract sum at the time of contract award) of HK\$1 million or above (excluding any variation or extension);
- vii. same or highly similar event/activity in ECC/ECC Representative's opinion and full discretion which were conducted recurrently in different years will be counted once only.

The following kinds of experience are considered irrelevant and will NOT be considered:

- i. an event / activity in the nature of commercial advertising, product launch or sales;
- ii. an event / activity in which the Bidder's major work was to provide technical services and/or support, such as but not limited to provision of audio and visual services, video filming, photo taking, venue setup, etc.
- iii. an event / activity / project in which the Bidder's major works was media production, such as but not limited to television / radio commercials, advertisements through transports (railways, buses, mini buses, taxis, etc.), online media, graphics/posters/leaflets/booklets/newsletter design and editing, etc.
- iv. experience where the Bidder was in the capacity of a sub-contractor or in novated contracts after the date on which the tender notice is firstly published;
- v. experience of any associated company of the Bidder;

Short brief of the nature and information of the project references should be submitted. **Documentary evidence such as acceptance letter(s), works orders, etc. to substantiate the claim of experience and the corresponding original contract sums shall also be submitted with the Technical Proposal. Otherwise, the relevant claimed**

experience will not be considered.

ECC/ ECC Representative may also disregard any experience and contract which, in his opinion and full discretion, is not fully substantiated by the Bidder with adequate and credible evidence, or the information as to the contract's existence, the scope of services that the Bidder provided, or the awarded contract sum, etc. so supplied is conflicting or not convincing.

The Bidder shall provide the contact information (e.g. name, address, telephone no., email address, etc.) with the consent of the parties/persons who are in the appropriate capacity to justify the Bidder's claimed experience. The Bidder is deemed to have given consent for ECC and/or ECC Representative to contact those responsible parties/persons for the purpose of verifying the contract experience claimed by Bidder.

- 12.2 Schedule 2 of Annex A - Information on the Team. Academic qualifications of the key personnel (the Campaign Manager) with **documentary evidence such as copies of academic certificate(s) and employer letter of the current post to substantiate the claim of qualifications and current employment of the key personnel shall be submitted. Otherwise, the relevant claimed qualification will not be considered.**

ECC/ ECC Representative may disregard any claimed academic qualifications and current employment of the proposed Campaign Manager which, in his opinion and full discretion, are not fully substantiated by the Bidder with adequate and credible evidence, or the information so supplied is conflicting or not convincing.

For avoidance of doubt, a “to be appointed” entry or the like will be treated as a blank entry and therefore will be awarded zero mark for that proposed Campaign Manager. If more than one staff member is proposed for the post, marks will only be given to the first appeared person.

- 12.3 Schedule 3 of Annex A – Technical Proposal. This refers to the submission of detailed proposals of how the Bidder will carry out the Services and shall form part of the Contract. It shall include the following components:

- (a) Implementation Plan
 - (i.) Setting out the ways in meeting the performance requirements for the Services, planning and arrangement of providing the Services;
 - (ii.) Summarizing how the Bidder would deliver the Services to fulfil all the requirements set out in the Service Specifications and Annex F – Project Details;
 - (iii.) Potential key issues, the corresponding considerations, measures and solutions;
 - (iv.) Work programme and deliverables.
- (b) Resources Plan
 - (i.) Setting out key staff, manpower, time commitment, materials, equipment, tools, techniques and other resources, etc. for the implementation of the Contract and the submitted works programme;
 - (ii.) An organisation chart showing the composition of the Project Teams.
- (c) Publicity Plan
 - (i.) Setting out the approach and mechanism for reaching out to and engagement of the service targets to maximise and optimise the use of the Services;

- (ii.) Setting out the approach and mechanism for ensuring service quality and remedying defects in performing the services. It might include examples and discussion of past relevant services to demonstrate that the Bidder have the ability to produce effective solutions or support;

(d) Innovative Suggestions

Bidder is encouraged to make innovative suggestions in the (a) Implementation Plan, (b) Resources Plan and (c) Publicity Plan.

A. Pro-innovation proposals

- (i.) Marks for innovation are assigned to pro-innovation proposals that are directly relevant to the Services being procured and can enhance service delivery. Adoption of pro-innovation proposals are technological means / arrangements / work process / solutions / equipment that can enhance efficiency, effectiveness and productivity of the service outcome, more effective promotion and enrolment of attendance, streamlining working / operation procedures, better management of resources (e.g. manpower, tools, materials and time), etc.
- (ii.) Examples may include application/adoption of new technology/ inventions and/or innovative application of existing/matured technology that may enhance service delivery while contributing to the development of Smart City and innovation and technology (“I&T”) development.
- (iii.) Proposed use of common means or technology like advertisement on websites, eFax / whatsapp communications, etc. will not warrant any credit.
- (iv.) What constitutes as one pro-innovation proposal to score marks shall be determined by ECC Representative. All effective and practicable pro-innovation proposals submitted by the successful bidder, if and to the extent accepted by ECC Representative, shall form part of the Contract.

B. Proposals to improve environmental protection, sustainability (E) or governance (G) or social responsibility (S) – “ESG”

- (i.) Proposals of ESG measures may but need not be directly relevant to the Services being procured, but which can bring about positive values/benefits to the Government, ECC Representative or the public at large.
- (ii.) Examples may include the following:
 - I. Environmental protection – e.g. use of green materials/products, reduction in energy consumption or promotes waste reduction in the execution of the contract.
 - II. Social responsibility – e.g. employment of people with disabilities and/or rehabilitated persons for the Contract
 - III. Governance

The above are examples only, and are not meant to be exhaustive.
- (iii.) What constitutes as one ESG proposal to score marks shall be determined by ECC Representative. All effective and practicable ESG proposals submitted by the successful bidder, if and to the extent accepted by ECC Representative, shall form part of the Contract.

12.4 The Contractor is contractually obliged to perform the Pro-innovation proposals and ESG proposals submitted by it and accepted by ECC Representative. Any failure on the Contractor’s part to perform such proposals would be deemed a breach of the contractual obligation, and ECC Representative would be entitled to take follow-up actions against the Contractor accordingly in accordance with the existing mechanism on the handling of breach of contractual obligations e.g. claiming damages and/or termination of the Contract.

12.5 Valid and relevant ISO certifications obtained by the Bidder (if any), e.g. ISO 9001, ISO 14001, ISO 45001, etc.

13. The ECC reserves the right to negotiate with any Bidder in relation to the Bidder's Tender and/or the Contract.

14. Bidder's Enquiries

14.1 Any enquiries concerning these Tender documents should be made in writing no later than three (3) working days before the Tender Closing Date to--

Mr Ken KAN
Tel.: (852) 2594 0453
Email: kenyckan@eeb.gov.hk

14.2 After lodging a Tender with the ECC, the Bidder shall not attempt to initiate any further contact, whether direct or indirect, with the ECC on its Tender or the Tender Documents. The ECC shall have the sole right to initiate any such further contact and all such contacts and any replies of the Bidder thereto shall be in writing or formally documented in writing.

14.3 Unless otherwise expressly stated by the ECC / ECC Representative 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 the Tender Documents and it shall not alter, negate or waive any of the provisions set out in the Tender Documents.