



Our Ref: EOI/SDD/2022/001

11 March 2022

Dear Tenderers,

Invitation Letter for Expression of Interest (EOI)

Agreement No. SDD 1/2022
Professional Services Provider for The Design, Development and Maintenance of the
Environmental and Sustainability Data Unification Platform
for BEAM Society Limited ("BSL")

I am pleased to inform you that you are invited to express interest in undertaking the above Assignment.

2. The electronic documents for preparing your submission can be downloaded from the website of BSL at https://www.beamsociety.org.hk/en_news_4.php.

3. The scope of this Assignment, which is to commence in May 2022 tentatively, is indicated in the attached copy of the Assignment Brief at **Annex A**.

4. If you are interested in this Assignment, please reply before **12:00 noon on Friday, 25 March 2022** by submitting an electronic version of the EOI proposal with no fees offer to demonstrate your competence and capabilities in undertaking the Assignment. The electronic version of the EOI proposal shall be attached to an e-mail and be sent to the e-mail address assessment_automation@beamsociety.org.hk, with the following information being indicated in the subject of the e-mail: (a) Agreement No. SDD 1/2022 Professional Services Provider for The Design, Development and Maintenance of the Environmental and Sustainability Data Unification Platform and (b) Name of Professional Services Provider.

5. In the event of a Tropical Cyclone Warning Signal No. 8 or above is hoisted or a Black Rainstorm Warning signal is issued between 9 am and 12 noon on the submission closing date, the submission closing time will be postponed to 12 noon on the next working day.

6. The documents for your proposal shall be prepared and submitted in accordance with the attached **Annex B** - Requirements for Submission of Proposal in Electronic Format.

7. The document shall contain the following information in a maximum of 20 A4 pages and a minimum font size of 12 points: -

- a) Appreciation of the key requirements;
- b) Knowledge of the iBEAM Assessment Automation platform;
- c) Methodology, approach and strategy to implement the Assignment on the

- iBEAM Assessment Automation platform;
- d) Knowledge of Building Information Modelling (BIM), embodied carbon calculation, Common Data Environment (CDE) and Smart Environment objective as stated in HKSmart City Blueprint and methodology to implement these concepts in this Assignment;
 - e) Key constraints/risks in unifying the environmental and sustainability data amongst different data platform;
 - f) Previous relevant experience on green building assessment platforms both in Hong Kong and elsewhere (including those sub-contractors, if any);
 - g) Qualification, knowledge, experience and capacity of core personnel available for the project together with attachments showing their curriculum vitae (including those of sub-contractors, if any) and an organization chart of the project team as necessary;
 - h) Names of sub-contractors to be employed (if any); and
 - i) Any other comments on the Assignment Brief.

8. Please note that no attachments, except attachments for the curriculum vitae of the core personnel to be employed on the Assignment and the organization chart of the study/project team as mentioned above, should be included in your submission. Late submissions or submissions that do not conform to the requirements in respect of the number of pages, the page size, the font size or the attachments may not be considered.

9. You are also required to declare any involvement or interest if it is considered by you to be in real or apparent conflict with the duties to be performed for this Assignment. An involvement or interest declared would be carefully considered but would not automatically bar you from being further considered in the selection process.

10. You must ensure that there exists no actual, potential or perceived conflict of interest/commitment from the preparation of the tender document to the complete fulfilment of the contractual obligations arising from any agreement with BSL. To this effect, you must make sure that there is no involvement of director(s) of BSL in the project team of the tenderer at any stage in any way. This restriction shall apply also to any sub-contractor in connection with this Assignment.

11. The assessment criteria and weightings for EOI proposal is attached at **Annex C**. Based on the response received, normally around 3 suitable firms will be shortlisted for submission of technical and fee proposals.

12. The Expression of Interest shall be submitted together with a Declaration of your Staffing Proposal in accordance with the templates at **Annex D** and a **Non-Disclosure Agreement (NDA)** in accordance with **Annex E**.

13. Professional Services Providers (these must be contracting firms to be eligible for being considered for this contractor selection exercise) having affiliation with each other, e.g. subsidiaries, parent or sister companies, are not allowed to bid on the same agreement. Only one firm among such Professional Services Providers, as the case may be, should be allowed to submit EOI. You are thus required to declare any affiliation with other Professional Services Providers. The

existence of a holding-subsiidiary relationship shall be determined in accordance with the provisions in Sections 13 to 15 of the Companies Ordinance (Cap 622). “Sister companies” shall mean all companies which are subsidiaries of or otherwise belonging to the same holding company. Affiliated Professional Services Providers should sort out among themselves before submitting any EOI. For the purpose of this “no affiliation” requirement, an academic institution and any separate entities/companies formed by the same academic institution or any of its current staff, or any two of such entities/companies (whether formed by the same staff or not), shall be regarded as “affiliated”. An academic institution, and all such entities/companies formed by it or any of its current staff (whether by the same staff or not), shall be allowed to submit only one expression of interest for the same Assignment. You are also required to declare any such affiliation with other Professional Services Providers, if applicable. An entity/company is regarded as formed by the academic institution or its staff if the latter is a partner/shareholder or a director of the former, whether or not the latter is a founding partner/subscriber when the entity/company was formed.

14. Failure to observe the requirement set out in paragraph 13 above shall render all related EOI submitted null and void and any such submission shall not be considered. For the avoidance of doubt, the “no affiliation” rule does not apply to “affiliated” contracting firms (including academic institutions) who bid as sub-contractors only for an agreement.

15. Please also note that documents of unsuccessful contracting firms will be destroyed in 6 months after the date the Agreement has been awarded and signed.

16. BSL reserves the right, in its absolute discretion and without supplying any reasons, to cancel this selection exercise and not to invite any PSP which has submitted proposals in response to this invitation to enter into an agreement for this Assignment.

17. For the avoidance of doubt, BSL shall not be liable and responsible for the reimbursement of any cost incurred by for the preparation and submission of your EOI to BSL.

18. If you have any query concerning the above submission, please send your enquiry to Mr. Tim Lo, Head of System Development of BSL via e-mail at assessment_automation@beamsociety.org.hk

Yours faithfully,



Ir C. S. Ho
General Manager
BEAM Society Limited

Encl.

Assignment Brief

(See separate document)

Requirements for Submission of Proposal in Electronic Format

The following requirements apply if the proposal is made in electronic format.

1. In this Annex, unless the context otherwise requires-
 - (a) "Digital Signature" means a digital signature as defined in section 2 of the Electronic Transactions Ordinance (Cap. 553) satisfying the requirements stipulated in section 6 of that Ordinance. "Digitally Signed" should be interpreted accordingly.
 - (b) "Editable File" means an electronic file which is stored in file formats that are editable using mainstream computer applications for office automation and computer-aided drafting.
 - (c) "Image File" means an electronic file which is stored in file formats that capture the printed image of the document.
 - (d) "Electronic Proposal Package" (or "EPP") means the collection of the electronic files containing the proposal submitted for this invitation.
 - (e) "Organisational e-Cert" means a digital certificate issued under the name of an organisation by a recognised certification authority as defined under section 2 of the Electronic Transactions Ordinance (Cap. 553).
2. EPP shall be compressed into a single ZIP file saved under the filename extension of .zip. The name of the Professional Services Provider and the agreement number should be labelled clearly onto the zip file. Each ZIP file shall have a "README.rtf" file in the root directory prepared in Rich Text Format and Digitally Signed. This file shall contain at least the following information:
 - (a) general guidance on the use of the electronic files in the EPP (e.g. the file naming convention, directory structure of the ZIP file, software name and version for viewing the file);
 - (b) brief description on the list of all documents submitted in the EPP
 - (c) information on the proper setting for viewing, editing, and printing the electronic files, including, without limitations-
 - (i) the printer to be used for printing the files;
 - (ii) the paper sizes;
 - (iii) requirements for special fonts; and

- (iv) any special printing instructions;
 - (d) detailed instructions for viewing other type of electronic information or visualization not covered in paragraph 5 of this Annex.
3. The ZIP file containing the EPP shall not contain any computer instructions, including but not limited to, computer viruses and macros, scripts and fields that depend on the execution environment and the execution of which will cause changes to the electronic file itself or the information system displaying the electronic record.
4. Where applicable, all electronic files in the EPP shall be Digitally Signed. Organisational e-Cert issued under the name of the Consultant shall be used for the purpose of applying digital signatures. The Organisational e-Cert corresponding to the Digital Signatures must be valid as at the submission closing date and time for the expression of interest.
- (a) The following data formats shall be used for preparing documents in electronic form: -

<i>Type of Document</i>	Editable File	Image File
Text documents	Rich Text Format; or Word 97	Adobe Acrobat
Schedules or documents in tabular form	Excel 97; Rich Text Format; or Word 97	Adobe Acrobat
Other types of documents, including scanned documents or scanned drawings	Not Applicable	TIFF or Adobe Acrobat

If more than one file format are specified, files need to be provided in one of the specified formats only.

- (b) Files prepared in the above format shall not be compressed separately using file compression programmes and shall not contain any computer instructions, including but not limited to
- (i) computer viruses; and
 - (ii) macros, scripts and fields that depend on the execution environment and the execution of which will cause changes to the electronic file itself or the information system displaying the electronic record.
5. Electronic files may be submitted in Editable File format or in Image File format or in both type of formats. If both type of formats are submitted, the contents of Editable File and

Image File of a document should be identical. If there are discrepancies, the Image File shall prevail.

6. As the conversion of drawing files to Adobe Acrobat format may slightly distort the scale of the drawing elements, line scales in both horizontal and vertical directions should be included in drawings files to enable correction factors to be made to compensate for distortion.
7. If other type of electronic information, for example, visualisation or modelling, not covered in paragraph 5 above is submitted with the proposal, software necessary for viewing the information shall be supplied with the submission. The software provided must be free of virus and can be run in mainstream PC under Windows operating environment. Necessary licence to use the software must be provided free of charge to the Government for viewing the information. Detailed instructions on setup, usage and removal of the software provided must be included in the submission.
8. Electronic file including the README.rtf of the EPP submission shall be deemed as missing from the EPP if that electronic file cannot be opened properly or does not comply with paragraph 4 unless a separate copy of the file has been supplemented by the tenderers.

Assessment Criteria for EOI Proposal

Item	Shortlisting Assessment Criterion	Mark Range
1	Appreciation of the key requirements	10%
2	Knowledge of the iBEAM Assessment Automation platform	20%
3	Methodology, approach and strategy to implement the Assignment on the iBEAM Assessment Automation platform	25%
4	Knowledge of the Building Information Modelling (BIM), embodied carbon calculation, Common Data Environment (CDE) and Smart Environment objective and the methodology to implement these concepts in this Assignment	10%
5	Key constraints/risks in unifying the environmental and sustainability data amongst different platform	10%
6	Previous relevant experience on green building assessment platforms both in Hong Kong and elsewhere (including those sub-contractors, if any)	10%
7	Qualification, knowledge, experience and capability of core personnel# available for the project together with attachments showing their curriculum vitae (including those of sub-contractors, if any) and an organization chart of the project team as necessary	10%
8	Any other information and evidence demonstrate the applicant's capabilities and competency in the development, delivery, implementation and operation of the Application	5%

For the purpose of preparing staffing proposal, "core personnel" shall mean those Professional Services Providers' staff such as project managers, partners in charge, project directors or specialists.

Professional Services Provider's Declaration of Staffing Proposal in EOI Submission[^]

Agreement No. SDD 1/2022

Professional Services Provider for The Design, Development and Maintenance of the Environmental and Sustainability Data Unification Platform for BEAM Society Limited ("BSL")

We confirm that the following information on our proposed core personnel[#] / and those of our sub-contractors* is true:

No.	Name	HKID No.	Post	Fulltime/ Non-fulltime (F/N)	Date of Joining the Firm (DD/MM/YY)	Qualifications
1.						
2.						
3.						
4.						
5.						

(Name of the Professional Services Provider)

(Signature).....

(Name and Post of the Signature)

(Date).....

[^] Provide supplementary sheet as appropriate

[#] For the purpose of preparing staffing proposal, “core personnel” shall mean those Professional Services Provider’s staff such as project managers, partners in charge, project directors or specialists.

* Delete as appropriate

% Professional Services Provider shall declare the employment status of their proposed fulltime and non-fulltime core personnel / and those of their sub-contractors. For non-fulltime core personnel, Professional Services Provider shall provide an undertaking signed by the non-fulltime core personnel confirming the percentage of time of their involvement if the Assignment is awarded to the Professional Services Provider concerned. Non-fulltime core personnel shall include, but not be limited to: -

- freelance staff who serve other firms as independent Professional Services Provider;
- fulltime staff who occasionally serve other firms as part-time staff; and
- staff who would be hired if the Professional Services Provider was awarded the agreement.

NON-DISCLOSURE AGREEMENT

Dated as of and with effect from _____ between:

PARTIES

1. **BEAM Society Limited [BSL]**, a company with liability incorporated and existing under the laws of Hong Kong SAR whose main place of operation is at 1/F, Jockey Club Environmental Building, 77 Tat Chee Avenue, Kowloon Tong, Hong Kong SAR, China; and

2. _____

PROVISIONS

1. **Scope** of this Agreement:

We refer to the Assignment Brief of this Assignment (the “**Purpose**”).

2. **Definitions:** In this Agreement, unless the context otherwise requires:

“**Agreement**” means this Non-Disclosure Agreement;

“**Confidential Information**” means:

- (a) all information which is disclosed by either the _____ or BSL (as the case may be, the “**Disclosing Party**”) to the other party (as the case may be, the “**Recipient**”) in connection with the Purpose, including but not limited to proprietary intellectual property, proprietary computer software, computational methodologies and decisional analysis, facilities, costs, operations and maintenance procedures, strategic, tactical and negotiating information, information supporting litigation or administrative proceedings, client lists and databases and other financial, technical or commercial information relating to the Disclosing Party or any member of the Disclosing Party or any member of the Disclosing Party Group;
- (b) all information which the Disclosing Party and/or any of its advisors, agents, officers or employees disclose to the Recipient relating to the business or affairs of the Disclosing Party Group, in whatever means, including but not limited to oral explanation or provision of any files, company records, contracts, books of account or other information connected with the Disclosing Party Group’s business or affairs;
- (c) the existence of the Purpose and the fact that the Recipient will receive or has received Confidential Information or that the Disclosing Party has disclosed or will disclose Confidential Information; and

- (d) any copies or derivative materials, in whatever form or nature including but not limited to written, oral, visual or electronic, of the Confidential Information described above or of any document derived from such information;

but does not include any information which clearly:

- (e) at the time of disclosure is, or subsequently becomes, in the public domain, lawfully and not as a result of breach by any party of any confidentiality obligation similar to or forming part of this Agreement;
- (f) was available to and legally and properly obtained by the Recipient, in a manner not involving any breach of confidentiality under this Agreement or any other agreement, from a source other than the Disclosing Party or its advisors, agents, officers or employees; or
- (g) has been independently acquired or developed by the Recipient or otherwise lawfully obtained by it without violation of either the letter or the spirit of this Agreement and without the use of any Confidential Information.

“**Disclosing Party Group**” means the Disclosing Party and any subsidiary, holding and associated companies of the Disclosing Party.

“**Disclosing Party**” refers to a party that provides information to the other party, and the expression “**Recipient**” refers to a party which receives information from the other party. Accordingly:

- (h) both parties may be both Recipient and Disclosing Party; and
- (i) the covenants expressed to be performed by the Recipient shall bind both the _____ or BSL in their capacity, as the case may be, as the Recipient, and the

covenants expressed to be performed by the Disclosing Party shall bind both the _____ or BSL in their capacity, as the case maybe, as Disclosing Party;

3. **Obligation To Keep Confidential:** The Recipient irrevocably covenants as follows:

- (a) the Recipient shall at all times treat all Confidential Information as such and keep in safe custody of the Confidential Information and undertakes that it will not, except as provided for in Clause 4, disclose any of the Confidential Information to any person, or use any of the Confidential Information for any purpose other than the Purpose, without the prior written consent of the Disclosing Party;
- (b) all Confidential Information shall be and remain at all times the property of the Disclosing Party;
- (c) the Recipient shall not, except as may be necessary for the Purpose, copy, record, duplicate or store any Confidential Information or otherwise reduce any Confidential Information or any part of it to any medium (including electronically, readable or hard copy form) without the prior written consent of the Disclosing Party;
- (d) should the Recipient require that any Confidential Information be disclosed to any other person, otherwise than as provided in Clause 4, the Recipient shall, prior to such disclosure, obtain the written consent of the Disclosing Party, which consent may be made conditional upon the execution by the third party of a confidentiality agreement that contains the same or substantially similar terms to those of this Agreement or the adoption by the third party of the covenants in this Agreement;
- (e) the Recipient shall promptly notify the Disclosing Party if the Recipient decides not to proceed with the Purpose;
- (f) the Recipient shall, upon demand by the Disclosing Party and at the Disclosing Party's option, either return to such third party as the Disclosing Party may direct, or destroy, all or any of the Confidential Information, including any copies (in whatever form or nature), in the possession or control of the Recipient, its officers, employees, agents, advisors or any other person who has been provided confidential information by or on behalf of the Recipient (collectively "involved persons") The Recipient shall, at the request of the Disclosing Party, provide the Disclosing Party with a certificate from an authorized officer of the Recipient, attesting to such return and/or destruction.

4. **Use of Confidential Information:** The Recipient irrevocably covenants that at all times it will:

- (a) not disclose or distribute or permit to be communicated, verbally or in writing, in

whatever means, directly or indirectly, any of the Confidential Information or any copies of the Confidential Information to any third party at any time except:

- (1) as may be necessary for the Purpose, to the Recipient's officers, employees and advisors on the terms provided for in Clause 4(b) and (c) below; or
- (2) as provided for in and permitted by this Agreement; or
- (3) as may be required by laws; governmental or professional regulations to which the Recipient is subject provided that where permitted by law and regulation the Recipient gives notice to the Disclosing Party of such disclosure as far in advance of such disclosure as practicable, and that the Recipient furnishes only that portion of the confidential information which the Recipient is legally required to disclose.
- (b) be responsible for ensuring the security of the Confidential Information, so far as it is in its power to do so, and take all reasonable steps to ensure that none of the involved persons disclose, use, store, reproduce or copy any of the Confidential Information, other than as may be necessary for the Purpose;
- (c) be subject to the terms of this Agreement, confine the disclosure of the Confidential Information to those of its involved persons as may be required to have such information to fulfill the Purpose and take all reasonable steps to ensure that each of its involved persons to whom Confidential Information is disclosed strictly comply with the terms of this Agreement as if they were each a party to this Agreement;
- (d) be wholly responsible for any acts and/or omissions of the involved persons, whilst they remain such, in respect of any Confidential Information disclosed to them.

5. **Consent by Disclosing Party:** Except in relation to Clause 13, any consent of the Disclosing Party requested under any provisions of this Agreement may be withheld in the Disclosing Party's sole discretion or given subject to such terms, conditions and stipulations as the Disclosing Party may require provided that such terms, conditions and stipulations should, in all the circumstances of the case, be fair and reasonable and in conformity with the Purpose.

6. **Securities Laws** Where the Company is the Disclosing Party, the Recipient is aware, and will advise its involved persons who are informed as to the matters which are the subject of this Agreement, that the applicable securities laws prohibit any person who has received from an issuer any potential material and/or price-sensitive and non-public information from purchasing or selling securities of such issuer or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to

purchase or sell such securities.

7. **Indemnity:** _____ hereby irrevocably and unconditionally agrees to indemnify BSL against all losses, liabilities, damages, costs, legal costs, professional and other expenses of any nature whatsoever which BSL have incurred or suffered, whether direct or consequential, arising out of or in connection with any breach of confidence (whether under the above provisions of this undertaking or general law) by _____, _____'s directors, employees, agents, sub-consultants, accountants, insurers or legal advisers.
8. **Equitable remedies:** Each party agrees that, in its capacity as a Recipient, the Confidential Information is valuable and that damages may not be an adequate remedy for any breach by the Recipient or any of the involved persons. Accordingly, the Recipient agrees that the Disclosing Party shall be entitled, without proof of special damage, to specific performance of the Recipient's obligations contained in this Agreement and to an injunction and/or other equitable relief for any actual or threatened breach by the Recipient and/or any of the involved persons of their obligations under this Agreement.
9. **Severability:** If any portion of this Agreement is found to be void or unenforceable the remaining portions shall be binding on the parties and shall be given effect, to the maximum extent permitted by law, as though the void and unenforceable portions had been wholly deleted.
10. **No Representation:** The parties agree that neither party nor its advisors, agents, officers or employees:
 - (a) are making any representation or warranty as to the accuracy or completeness of the Confidential Information.
 - (b) will have any liability to any person arising out of or in connection with the Recipient's use of or reliance on the Confidential Information.
11. **Further assurances:** The parties agree to sign, execute and do all deeds, schedules, acts, documents and things which may be reasonably necessary to carry out effectively the terms of this Agreement.
12. **Governing Law:** This Agreement shall in all respects be governed and construed in accordance with the laws of Hong Kong, and the parties submit to the exclusive jurisdiction of the courts of Hong Kong.

Signed for and on behalf of the Disclosing Party by:

Signature:

Name: Ir. HO Chi Shing

Position: General Manager

13. **Assignment:** This Agreement may not be assigned save in circumstances arising from a corporate restructuring of the _____ or BSL; and with the written consent of the other party; which shall not be unreasonably withheld.

14. **Term:** This Agreement shall become effective upon execution by both Parties and shall continue to have effect until the date on which the disclosed information enters the public domain and is no longer Confidential Information, or the date agreed upon by the parties, whichever is easier.

15. Without prejudice to the confidentiality obligations under this Agreement, the parties agree that nothing in this Agreement shall be construed as to (i) impose any obligation on BSL to engage the _____, or (ii) prohibit BSL from engaging other vendors for the review or licensing of such vendors' software, whether or not such software provides functionalities similar to the Company's Assignment.

Signed for and on behalf of the Recipient by:

Signature:

Name:

Position:

*******End of Invitation*******