Tender for
Appointment of Recruitment Agency for Recruitment of a Senior Executive for HKPC

(Ref:HF00033)

March 2020

Part I – General Specification

1. Introduction

Hong Kong Productivity Council (hereinafter referred to as "HKPC") is a statutory organisation established in 1967, dedicated to helping Hong Kong companies enhance their business productivity and competitiveness. HKPC is staffed by about 650+ employees in Hong Kong and 40 in the mainland offices in Shenzhen and Dongguan. They are organized into three branches, comprising corporate functions, Technology Development Branch and Digital Branch, spearheading the new developments in the strategic directives of Smart Living, Digital Transformation and Advanced Manufacturing.

HKPC is now looking for qualified Supplier (hereinafter referred to as "the Supplier") to provide exclusive recruitment service for a senior executive position in about three months' time (hereinafter referred to as "the Service"). Details of the position are in Annex 1.

HKPC will go through an **open tender** to invite qualified Suppliers and will enter into contract with the selected Suppliers based on the terms and conditions of this tender document (hereinafter referred to as "the Tender").

2. Tender Procedures

2.1 Clarification of Tender

For enquiries, please contact the following person:

Fanny Cheng (Officer, Procurement)
Finance and Procurement Division
Tel: (852) 2788 5980
Email: fanny@hkpc.org

Phoebe Yin, (Lead Manager, Procurement)
Finance and Procurement Division
Tel: (852) 2788 5899
Email: phoebeyin@hkpc.org

2.2 Tender Briefing

Briefing session will be arranged and to be conducted by MS Teams Meeting with below schedule:

Date: 31 March 2020 (Tue)
Time: 14:00 – 15:00

Prior appointment has to be made with our Fanny Cheng at telephone 2788 5980 or Email: fanny@hkpc.org for this briefing session.

Any clarification questions must be sent by using the Annex 2 – Clarification Question from Tenderer via email to fanny@hkpc.org **on or before 1 April 2020 HK Time.** The questions with the answers will be uploaded to our HKPC website on **2 April 2020 HK Time**. In this event anonymity will be maintained. Late enquiries may not be considered.

2.2 Submission of Tender Proposals

Based on "Part II – Technical Specification" and "Part III – Fee Specification", your tender should be completed in two proposals, namely "Technical Proposal" and "Fee Proposal" with **one set of original document**, **two sets of copies** and **one soft copy on CD ROM for each Proposal**, which should be:

- sealed and returned by hand in two plain envelopes with the provided Cover Sheet stuck on each of the two envelopes;
- marked with "Technical Proposal" or "Fee Proposal" on the envelopes;
- marked with the tender reference and closing date on the envelopes; and
- **submitted not later than 12:00 noon, 08 April 2020 (HK Time)**.

Both the hard copies and soft copy of the documents must be submitted in their separate envelopes of Technical and Fee Proposal respectively.

Late tenders may not be accepted.

2.1.1. The Technical Proposal should include at least the following:

- Tender Submission Form
- Copy of valid Business Registration Certificate or equivalent documents
- Copy of insurance certificates such as Public Liability, Employee Compensation listed on Section 5
- Annex 3 - Confirmation Letter for Compliance with Anti-Collusion Clauses
- Documents and information required in "Part II – Technical Specification"
- Copy of audited financial statements for the last three financial years, such as income statement and balance sheets, directors and auditors reports, cash flow statements

- Application Form for Inclusion in HKPC Suppliers List (if you are not registered to HKPC suppliers list), the form can be download from HKPC website: https://www.hkpc.org/en/corporate-info/tender-information/supplier-registration
- **NO PRICE OR COST** should be included in "Technical Proposal", otherwise the tender may not be considered

2.1.2. The Fee Proposal should include at least the following:

- Schedule and Offer Form
- Reply to "Part III – Fee Specification"

3. General Requirements

3.1. Terms of Payment

Payment will be made by electronic means (e.g. bank transfer with 30 days credit against invoice) as per the agreed payment schedule between HKPC and the Supplier in the fee proposal.

3.2. Validity of Quoted Fees

The fees provided by the Supplier in "Part III - Fee Specification" shall be valid from date of tender submission to the end of the tender appointment period. No change shall be made without the prior consent of HKPC.

3.3. Termination Policy

The appointment may be terminated by HKPC on giving one month prior written notice to the Supplier.

Without prejudice to any other remedy HKPC may have against the Supplier, HKPC shall have the right to terminate the contract immediately if the Supplier:

(a) is wound up or is petitioned to be wound up, commits an act of bankruptcy or compound or arrange with its creditors or have a receiving order made against it or being a limited supplier enters into compulsory or voluntary liquidation (except for the purposes of amalgamation or restructure only).

(b) refuses or prevents the furnishing of services under the contract.

(c) breaches or violates any of the terms and requirements contained in the contract.

3.4. Confidentiality

The Supplier shall at all times keep confidential (and to procure that its respective employees shall keep confidential) any confidential information which it may acquire in relation to HKPC, its clients, business or affairs and shall not use or disclose such information except

with the consent of HKPC or in accordance with the order of a court of competent jurisdiction provided that the obligations of the Supplier contained in this clause shall cease to apply to any information coming into the public domain otherwise than by breach by the Supplier of its obligations contained in this clause and that nothing herein shall prevent the Supplier from disclosing any such information to the extent required in or in connection with legal proceedings arising out of the agreement / contract between the Supplier and HKPC.

4. Statutory Obligations

4.1. Working hours, rates of wages etc.

The Supplier shall comply with any current legislation or regulations regarding working conditions, working hours, or rates of payment to employees and accept the risk of any impending legislation or other conditions, which alters any obligations or imposes new obligations.

4.2. Compliance with Laws and Regulations

The Supplier shall ensure full compliance in accordance with the laws and regulations of the Hong Kong Special Administrative Region ("Hong Kong").

4.3. Where applicable, the Supplier (and its sub-contractors, if any) shall ensure that all staff, labour and workers employed and engaged in the supply of the Services to HKPC are legally entitled to be so employed and engaged, and that all necessary qualification, registration, visas, licenses and permits have been obtained. The Supplier shall indemnify HKPC on demand from any losses, liabilities, costs and claims resulting from violation of or failure to comply with any terms or conditions of any qualification, registration, permits, licenses or visas or any applicable requirements of Hong Kong laws, ordinances, rules and regulations by staff, labour or workers (e.g. the "Designated workers for designated skills" provision under the Construction Workers Registration Ordinance). From time to time HKPC may require the Supplier (and its sub-contractors) to demonstrate that all necessary qualification, registration, visas, licenses and permits have been obtained for the lawful employment and engagement of staff, labour and workers in connection with the supply of the Services.

4.4. Safety precautions

The Supplier shall comply with the Labour Department's regulations for safety and health. The Supplier shall be liable for, and shall indemnify HKPC against, any expense, liability, loss, claim or proceedings whichever arising under any statue or at the common law in respect of personal injury to or death of any person, or in respect of any injury or damage whatsoever to any real or personal property in so far as such injury or damage whomever arising out of or in the course of or caused by the carrying out of the works.

HKPC premises operate an Occupational Health & Safety Management System (OHSMS) that complies with OHSAS 18001:2007 standard requirements.

HKPC is implementing the 'Hong Kong Productivity Council Occupational Health and Safety Policy' which can be viewed at the following link:
English Version: https://www.hkpc.org/images/stories/corp_info/hkpc_ohs_en.pdf

The Supplier shall be deemed to be aware of the 'Hong Kong Productivity Council Occupational Health and Safety Policy' and shall use its reasonable endeavour to prevent injury and ill health resulting from our operations and services,

HKPC manages its various processes fully in accordance with the requirements of the OHSAS 18001:2007 standard, whilst controlling subcontractors' work processes that affect HKPC's own services conformity with requirements.

5. Insurance

The Supplier shall be responsible for taxation, insurance and statutory or other obligations applicable to the Supplier in connection with or arising from the provision of the Services.

6. Acceptance

HKPC is entitled to accept either the whole or any part of the tender at its sole discretion. HKPC is entitled to select any kind of Services / Items under the tender to meet its requirement and is not obliged to accept the lowest price bidder and to give any reasons.

7. Conditions of Tendering

7.1. No unauthorized alteration or erasure to the text of the tender documents will be permitted. Any tender containing such alteration or erasure may not be considered

7.2. No liability will be admitted, nor claim allowed, in respect of errors in the Supplier's tender due to mistakes which should have been rectified in the manner described above.

7.3. HKPC is not bound to accept the lowest or any tender it may receive.

7.4. HKPC reserves the right to withdraw the invitation before the acceptance of any tender.

7.5. HKPC will not be liable for any expenses or losses which may be incurred by the Supplier in the preparation of this tender including any alternative offers.

Part II – Technical Specification

1. Obligations of the Supplier

1.1. Subcontracting and / or out-sourcing the works to other sub-supplier(s) without the prior consent from HKPC is not allowed.

1.2. The Supplier shall meet all the terms and requirements set out in this tender document.

1.3. The Supplier shall have the competence and knowledge to deliver professional, high quality and reliable **exclusive** recruitment service to HKPC in accordance with our requirements.

2. Scopes of Service

The Supplier shall render end-to-end search service for the senior executive position (Annex I) in about three months:

2.1 Discuss with HKPC to understand the requirements of the position in full

2.2 Adopt appropriate and customized processes for searching and identifying suitable candidates in accordance with HKPC's requirements in a timely manner and with due diligence

2.3 Screen and evaluate candidates, handle applications, and introduce suitable candidates for the position

2.4 Arrange interviews, meetings and make necessary logistic arrangements, attend interviews, if necessary

2.5 Conduct in-depth reference checks

2.6 Liaise with selected candidate on final offer and terms

2.7 Perform other duties relevant to the recruitment exercise, including meeting and communicating with appropriate officers of HKPC regularly and on request by HKPC

3. Guarantee

The Supplier should provide 6-month or more guarantee period for the candidate employed by HKPC, and conduct an exclusive search of a suitable replacement within a specified period should the candidate be dismissed or resign on his/ her own accord during the guarantee period.

4. Advertising and Interviewing Expenses

HKPC will be responsible for the advertising costs and/ or the costs incurred by the candidates attending the interviews subject to prior written consent by HKPC.

5. Information to be Provided by the Supplier

A total score of 100 will be assigned in this Section. The passing mark is 60. Only tender(s) getting at least 60 marks will be considered further.

You are required to provide your submission in a structured, concise and precise manner in accordance with the sequence as specified in paragraphs 5.1 – 5.7 below.—

It is a mandatory requirement to complete the following table. Only fully complied Supplier will be considered further in this tender process.

5.1 Compliance table (mandatory)

No.	Description/ Requirement	Fully Comply (Yes/ No)	If "No" fully comply, please provide details
1.	Compliance to General Specifications – The Supplier shall ensure full compliance to all the terms, requirements and specifications as set out in "Part I – General Specification"		
2.	Statutory Compliance – The Supplier shall ensure full compliance in accordance with the laws of the HKSAR.		
3.	Licensed company: The Supplier shall possess a valid licenses (per Employment Ordinance – Chapter 57, Section 52): Licence to Operate an Employment Agency and provide a copy of the above-mentioned licence		
4.	Guarantee period of employment: 6 months or more; please provide details		Please state the Guarantee period: _____

5.2 Company profile (10%)

Please provide your company information, including

(i) background information

(ii) year of establishment in Hong Kong

(iii) company size, etc.

5.3 Track record (35%)

Please provide information of your clients that your company has successfully recruited candidates for **C-suite** in recent **three years**, including

(i) names and sizes of at least three clients of multi-national companies/ quasi-government clients in Hong Kong of about 500 people, and

(ii) respective names of positions, and indicative annual package, and

(iii) respective years of appointments of the incumbents

5.4 Staff deployed to this recruitment exercise (35%)

Please provide CV of the principal recruitment officer(s) dedicated for this recruitment exercise, including

(i) name and position of the recruitment officer(s), and

(ii) his/ her full profiles, years of experience, credentials, etc, and

(iii) names and sizes of companies, names of C-suite positions with indicative annual packages and years of appointments recruited by him/ her in recent **three years**

5.5 Recruitment methodology (10%)

Please elaborate the following:

(i) search strategy

(ii) critical selection criteria specifically for this position

(iii) evaluation methodology and assessment for candidates

5.6 Timetable for completion of the search (5%)

Please provide a complete timetable and well-defined milestones with critical path.

5.7 Value added service (5%)

Please elaborate value added service(s) provided to HKPC free of charge.

6. Tender Evaluation

6.1 A total score of 100 is assigned to "Section 5- Information to be Provided by the Supplier". Tender with scores less than 60 or failing in any attribute may be regarded as unsuccessful and may not be considered further.

6.2 The technical to fee assessment weight will be 60% and 40% respectively.

The calculation Example of the calculating method is as follows:

Scores obtained in Technical Proposal: 75 (which is the 2nd highest, the highest is 80)
Fee offered in Fee Proposal: HK$ 1,600,000 (which is 2nd lowest, the lowest is HK$ 1,200,000)

Technical Proposal: 75/80 x 60 = 56.3
Fee Proposal HK$1,200,000/HK$1,600,000 x 40 = 30
Total scores obtained: 56.3 + 30 = 86.3

6.3 In principle, HKPC may select one tender with highest total scores from technical and fee proposal. However, HKPC reserves the right to accept the whole or part of the tender and is not bound to accept the highest scores or any tender.

6.4 Tentative schedule

It is a tentative schedule of the tender process. However, HKPC reserves the right to change the schedule to suit its operation need.

Items	Tentative Schedule
Tender Q&A Submission by Supplier	1 April 2020
Reply of Q&A from HKPC	2 April 2020
Tender Closing	12:00pm (noon), 8 April 2020
Tender Evaluation	In the week of 15 April 2020
Tender Award	In the week of 15 April 2020
Project Commencement	In the week of 20 April 2020

6.5 All documents / materials submitted to HKPC will not be returned.

Part III – Fee Specification

Please submit "Fee Proposal" with **one set of original documents**, **one set of copy** and **one soft copy on CD ROM**, which should be sealed in separate plain envelope.

1. Service fee on a lump sum/fixed fee on an all-inclusive basis, for undertaking the assignment, including breakdown into details such as the incidental and other related expenses which may be incurred**.**

Item	Description	Lump sum/ fixed fee
1.1	Service fee	
1.2	Other cost, if any (please specify)	

2. Guarantee – should a candidate placed by the Supplier be dismissed or resign on his/ her own accord during the guarantee period of employment, the Supplier will undertake to repeat the search for no further fee, charging only for directly-incurred costs, within the agreed timeframe.

3. Payment Schedule and Terms – pay against invoices by bank transfer with 30 days credit and in three instalments. **The Supplier is suggested to adopt the following payment schedule or may recommend any alternative method as it considers appropriate:**

(a) First instalment (30%) payable upon HKPC's appointment of the Supplier.
(b) Second instalment (30%) upon HKPC's acceptance of the shortlisted candidates recommended by the Supplier.
(c) Final payment (40%) upon the selected candidate accepts the offer.

If any part of the above phases has not been completed, no payment will be made for those phases. Under such circumstances, HKPC has the entire discretion to terminate the service without any liability on its part.

Please specify the alternative payment schedule and terms if the above schedule is not acceptable by the Supplier:

_____

_____

4. Other payment-related terms, if any (please specify)

5. Validity of the quoted fees

The offer provided above shall be valid from date of tender submission to the end of the tender appointment period. No change shall be made without the prior consent of HKPC.

Remarks:

The submitted fee proposal must comply with the submitted technical proposal in accordance with those requirements set by HKPC in “Part I – General Specification” and “Part II –Technical Specification”.