



**SECURITIES AND
FUTURES COMMISSION**
證券及期貨事務監察委員會

Invitation to tender for the design and production of the SFC Annual Report 2023-24

16 November 2023

Invitation to tender

Design and production of the SFC's *Annual Report 2023-24*

We are pleased to invite your company to submit a proposal in respect of the captioned project. A copy of the Invitation to tender is attached and available for download from the “Invitations to tender” section of the Securities and Futures Commission (SFC) corporate website (www.sfc.hk).

If your company is interested in providing the services described in this document, please submit your tender to the SFC by **2:30pm, 6 December 2023** to the following address (**clearly stating on the envelopes “Annual Report 2023-24 tender”**). Tenderers should drop their tender proposals into the TENDER BOX at the following address. For more details, please refer to the “Submission of tender” section of this document.

**Securities and Futures Commission
54/F, One Island East
18 Westlands Road, Quarry Bay
Hong Kong**

Late proposals will not be considered.

For and on behalf of the
Securities and Futures Commission

Paul Yeung
Commission Secretary and Chief Governance Officer

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Introduction and interpretation

1. As a statutory regulator, the SFC strives to strengthen and protect the integrity and soundness of Hong Kong's securities and futures markets for the benefit of the investing public and the industry. The SFC's annual report seeks to keep the public informed about the work of the SFC, its financial results for the year under review and its future plans.
2. The SFC sets high standards for the content and design of its annual report and has received awards for non-profit organisations in annual report competitions.
3. Previous versions of the SFC annual report can be viewed on the SFC corporate website under "Published resources > [Corporate publications](#)".
4. The SFC now invites tenders for the design and production of the *Annual Report 2023-24* (Annual Report) for the year ending 31 March 2024. We aim to publish the report in June 2024.
5. In this document, the following terms shall have the following meanings:

"Annual Report" means the English and Chinese versions of the Annual Report for 2023-24 in respect of and to be published by the SFC;

"Tenderer" means the person or persons or corporation tendering for the project, and includes the executors or administrators and permitted assigns of such person or persons or corporation;

"Contract" means a formal agreement to be entered into between the SFC and the successful Tenderer in relation to the design and production of the Annual Report containing such terms and conditions as the parties shall agree;

"Contractor" means the Tenderer whose tender is accepted;

"Business Day" means all days other than a public holiday (as defined in section 3 of the Interpretation and General Clauses Ordinance (Cap. 1 of the Laws of Hong Kong) (IGCO), a Saturday, and a gale warning day or a black rainstorm warning day as defined in section 71(2) of IGCO; and

"Intellectual Property Rights" means (i) patents, designs and trademarks (whether registered or unregistered), copyright, database rights and know-how; (ii) all other intellectual property rights and similar or equivalent rights anywhere in the world which currently

exist or are recognised in the future; and (iii) applications, extensions and renewals in relation to any such rights.

Requirements

6. Your company is invited to prepare design proposals and quotations, including the design, typesetting and printing, in accordance with the specifications provided below.
7. Tenderers should present their company profiles, including the organisation of the company and the makeup of the project team, and highlight recent work on annual reports in their credentials, especially their work done for statutory or public bodies. Tenderers should describe their previous experience (with references of previous work) in designing and producing annual reports.
8. Tenderers should include details of contact persons in the tender.

9. Services

- 9.1. The Contractor should provide the following services (all those set out in clauses 9.1.1, 9.1.2 and 9.1.3 together, “Services”) to the SFC, including but not limited to:

9.1.1 Printing

Size	A4 size 210 mm (W) x 297 mm (H)
Paper	Cover: 300 gsm Antalis print speed (FSC paper) Narrative and financial sections: 100 gsm print speed premium white
Colour	Cover – 4c + 4c Text – 4c + 4c
No. of pages	208 – 218 pp contents (narrative and financial sections) + 4 pp front and back covers
Quantity	a) 18 English colour copies between April and May 2024 b) 2 English mock-up bound copies in May 2024 c) 50 English bound copies and 50 Chinese bound copies in June 2024

Printing time	<ul style="list-style-type: none"> a) To deliver within one (1) Business Day upon the SFC's request b) To deliver within two (2) Business Days upon the SFC's instruction c) To deliver within four (4) Business Days after the SFC signs off the blue print of all text in the Annual Report
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9.1.2 Design, layout adaptation and artwork production

Design and concept development	Create theme concepts, design and typographical layout for the Annual Report including all inside pages, outside and/or inside front and back covers
Artwork production and photo retouch	<p>Services cover:</p> <ul style="list-style-type: none"> ▪ outside and/or inside covers; ▪ style formatting of the Annual Report, including charts, tables, graphics and illustrations; ▪ providing and editing typographical layout and pagination structure; and ▪ photo treatment including retouching SFC event photos and images used for the design
Stock photos	Provide all stock photos included in the Annual Report

9.1.3 Other services, including but not limited to:

- a) photo shooting;
- b) typesetting and proofreading the Annual Report and providing unlimited iterations and drafts of the Annual Report or related deliverables based on the SFC's comments;
- c) providing the electronic files of the Annual Report in portable document format (PDF) (full report and by section) in five (5) Business Days after the SFC signs off on the blue print of all text in the Annual Report. The PDF versions will be published on the SFC's website or other social media channels, and they should comply with the Hong Kong Government's W3C Web Content Accessibility Guidelines – Level AA, including tagging of images and tables;
- d) providing colour proofs for outside and/or inside front and back covers, and inside pages as instructed by the SFC, including

- but not limited to all dividers, photos, diagrams and selected pages;
- e) generating one QR code with enabled access to the Annual Report to be published on the SFC's website or other social media channels; and
 - f) delivering the printed copies of the Annual Report to up to three (3) local destinations within Hong Kong.

10 Delivery

- 10.1 Final copies of the report must be delivered to the SFC before 12 June 2024 (Wednesday).
- 10.2 Master soft copy files of the Annual Report's template, which should be compatible with Adobe InDesign CS6, must be delivered to the SFC no later than 12 June 2024 (Wednesday). Stock photos and copyrighted images may be excluded from the files.
- 10.3 Master soft copy files of any photos taken for the project (used and unused) and on loan from the SFC should be returned no later than 19 June 2024 (Wednesday).

11 Design proposal

- 11.1 Only design and production work are required from Tenderers. Copywriting and translation will be handled by the SFC.
- 11.2 Tenderers are invited to **submit two design proposals**. Please do not submit design proposals in presentation boards or A4 paper, but in **A3-sized bound booklets**.
- 11.3 Please submit the following in the proposal accordingly:
 - (a) **Cover: The cover design should have regard to the image of the SFC and Hong Kong's status as an international financial centre.** Provide **two different** proposals.
 - i. One to reflect the theme of the SFC's 35th anniversary in 2024
 - ii. Another a more generic one in contemporary style
 - (b) *Two-column text layout:* This will be the layout for the narrative chapters but it will not apply to sections where information is presented mainly in tables. The layout should feature design of different levels of headings and how photos, photo captions and footnotes will be presented.

- (c) *Message from Chairman and CEO*: Tenderers need to propose a layout including portraits of the SFC’s Chairman and CEO, with their quotes and dummy text.
- (d) *Operational Review - Highlights*: The chapter includes key figures with infographics, text tables, line charts and bar charts. Tenderers have to propose a layout which is different from those in previous annual reports. (For reference, see pages 24-31 of the *Annual Report 2022-23*).
- (e) *Dividers*: Dividers, on one page only, will be needed for **three** sections: “Operational Review”, “Environmental, Social and Governance”, and “Corporate Developments”. There should be some design elements which link the dividers to the cover.
- (f) *Sidebars*: We will insert sidebars in various chapters to highlight important information, including text, charts and photos, in a more engaging manner. (For reference, see pages 41 and 54 of the *Annual Report 2022-23*.) Tenderers can propose ways a sidebar can be presented to maximise visual effect.
- (g) *Infographics*: Tenderers should propose design of infographics (eg, callouts, bar charts, line charts, pie charts and diagrams) in the narrative chapters to highlight important figures and messages.
- (h) The tentative structure of the Annual Report is detailed in Appendix A. We are looking for solid design capabilities so it is preferable that Tenderers demonstrate sufficient visual impact in their proposals through photos, tables and graphics whilst at the same time keeping the design not fancy.

Submission of tender

12 Tender format

12.1 Tenderers should submit the offer in **two separate packages and clearly state “Annual Report 2023-24 tender” on both envelopes:**

12.1.1 **Package A** in the form of a letter duly signed and containing:

- (a) the offer to design and produce the said Annual Report, stating that the Tenderer has examined the specifications and conditions of this tender, and that it agrees to carry out the works in conformity and in compliance with the terms of the documentation;
- (b) the completed quotation form in Appendix B;

- (c) an undertaking to use best endeavours and in good faith to finalise the Contract promptly and to commence the work immediately thereafter;
- (d) an agreement or acknowledgement that the SFC:
 - i. is not bound to accept the lowest quotation;
 - ii. reserves the right to make changes to the specifications and conditions;
 - iii. will not defray any expenses incurred in tendering the offer and negotiating the Contract, whether successful or otherwise; and
- (e) details of your contact persons.

12.1.2 **Package B** containing the design proposals, company profile and credentials. For the purposes of this tender exercise, your company may also submit a mock-up copy of our annual report (laser-coloured and bound), which may be taken into consideration in vendor selection. Portfolios of a minimum of two (2) photographers for choice should also be included.

13 Quotations

13.1 Quotations should be fixed and stated in Hong Kong dollars. The quotation should include all amounts payable whether by way of royalty licence fee, software licence fee or otherwise for patent and copyright design or other intellectual property rights in respect of the production of the Annual Report or any part thereof.

13.2 Tenderers should complete the quotation form in Appendix B by indicating costs as the following entries:

- (a) fee for printing coloured and mock-up copies;
- (b) fee for printing laser printed, bound copies;
- (c) design, layout, artwork production and typesetting of all inside covers and inside pages;
- (d) photography;
- (e) cover design only; and
- (f) other optional items.

13.3 Tenderers should clearly state the assumptions on which the costs are based and calculated in the quotation form in Appendix B.

14 Enquiries regarding the invitation

14.1 Any queries regarding this invitation to tender should be made to:

Ms Jo Sung
Manager
Secretariat and External
Telephone: 2231 2438
Email: jyysung@sfc.hk

15 Deadline

- 15.1 Both packages are to be delivered to the SFC by **2:30pm** on or before **6 December 2023** (Closing Date) in sealed envelopes.
- 15.2 Whilst the envelopes should not bear any company logo, the tenders should be made on the company's letterhead or clearly marked with company logo for identification.
- 15.3 Tenderers should drop packages A and B into the TENDER BOX at the following address:

Securities and Futures Commission
54/F, One Island East
18 Westlands Road, Quarry Bay
Hong Kong

- 15.4 Under normal circumstances, the SFC will not consider late or incomplete submissions. In case a black rainstorm warning or typhoon signal no. 8 or above is hoisted or remains hoisted between 9:00 am and 12:00 noon on the tender Closing Date, the tender closing time will be extended to 12:00 noon the following working day.

16 Offer

- 16.1 This invitation to tender is not an offer by the SFC and should not be so construed. By submitting a tender, a Tenderer will be treated as having made an offer to the SFC. Tenders shall remain valid for a period of 60 days from the Closing Date. A Tenderer whose tender has not been accepted may withdraw the tender by notice in writing served on the SFC only after the 60-day period but before a notification of acceptance thereof has been given to the Tenderer. Changes to the tender, once submitted, are not permitted unless in circumstances referred to in paragraph 19, "Revisions of tenders".

17 Evaluation of proposals

- 17.1 There are two parts to the SFC's evaluation process in the order of: (1) evaluation of the design proposals, and (2) evaluation of the quotations. The quotations will only be considered after the SFC has evaluated the design proposals. The SFC will not make any selection

based solely on price. Thus, the lowest bid will not necessarily be accepted.

- 17.2 If the SFC considers that any aspect of a proposal requires clarification from the Tenderer, the SFC may request that the Tenderer: (1) supplement its proposal; or (2) answer the SFC's queries orally or in writing, or in any manner that the SFC deems fit.
- 17.3 The SFC may invite shortlisted Tenderers to attend meetings with the SFC's relevant personnel after initial screening.
- 17.4 The SFC retains the right to reject any or all tenders submitted for any reason whatsoever.
- 17.5 Unsuccessful Tenderers will be notified by email no later than 60 days after the Closing Date.
- 17.6 No tender (or part thereof) shall be taken to have been accepted unless and until the execution of the Contract by the SFC and the Contractor.
- 17.7 Documents of unsuccessful Tenderers will be destroyed by the SFC.

Payment and other terms

18 Fees and payment details

- 18.1 Upon completion of the provision of all Services under the Contract to the SFC's satisfaction, the Contractor will charge the SFC a fee described as agreed in the Contract which shall be inclusive of all outlays and expenses.
- 18.2 Upon receipt of confirmation in writing from the SFC that the provision of all Services has been completed to the SFC's satisfaction, the Contractor will render an invoice containing the detailed breakdown to the SFC and the SFC shall pay any undisputed amount of the fee within 30 days after the SFC's receipt of the invoice.

19 Revisions of tenders

- 19.1 Revisions are not normally permitted unless in cases of manifest error or where the SFC has consented to the changes as revisions are necessitated by detailed discussions or changes to project or specification requirements. All revisions or amendments must be made and documented in writing.
- 19.2 Shortlisted Tenderers may be required to submit revised designs if necessary.

20 Incorporation of proposals into the Contract signed with the SFC

- 20.1 Any proposals and responses to the SFC's inquiries submitted by the Contractor may form part of the Contract made between the SFC and the Contractor.
- 20.2 Every representation by the Contractor (whether of fact or performance, and whether set out in the proposal or otherwise) will be incorporated as warranties in the Contract between the SFC and the Contractor. Therefore, any statement of fact or performance that the Tenderer does not wish to be treated as a warranty should be clearly indicated.

21 Intellectual Property and Disclosure

- 21.1 Information, working papers, documents, reports, computer programmes, work products, records, policies, procedures, photos, data and material (in whatever form or medium) provided by or on behalf of the SFC to the Contractor shall remain the property of the SFC.
- 21.2 The SFC will become the exclusive owner of all deliverables, and the copyright and all other intellectual property in deliverables vest in the SFC absolutely.
- 21.3 All deliverables in any form (including any physical copy, master soft copy file, photo) shall be returned to the SFC at any time upon request by the SFC, and in any event destroyed upon termination (for whatever reason) or expiry of the Contract.
- 21.4 The SFC can freely use any deliverables in other SFC corporate publications, including publishing or displaying them on its website or social media channels.

22 Costs and expenses

- 22.1 All work done or services performed for the purposes of preparing the offer are on the Tenderers' own account and not recoverable from the SFC. The SFC will not defray any expenses incurred in the tender process or in respect of the negotiation of the Contract.

23 Conflicts of interest

- 23.1 Tenderers must declare in the tender any conflicts of interest they may have, including any relatives employed by the SFC or special business connections with the employees of the SFC and whether, to the Tenderer's knowledge, any employee of the SFC or any relative of

an employee of the SFC has or is reputed to have any financial or other interest in the Tenderer.

Offering gratuities

24. The Tenderer shall not, and shall procure that his employees, agents and sub-contractors shall not, offer, solicit or accept an advantage as defined in the Prevention of Bribery Ordinance (Cap. 201) in connection with the tendering and execution of the Contract.
25. Failure to so procure or any act of offering, soliciting or accepting advantage referred to in paragraph 24 committed by the Tenderer or by an employee, agent or sub-contractor of the Tenderer shall, without affecting the Tenderer's liability for such failure and act, result in his tender being invalidated.

End

Appendix A

Structure of Annual Report 2023-24 (Tentative)

The report comprises the following sections:

1. Mission and Mandates
2. Message from Chairman and CEO
3. Strategic Priorities
4. Our Board
5. Highlights
6. Operational Review
 - Corporates
 - Intermediaries
 - Products
 - Markets
 - Enforcement
 - Regulatory Engagement
 - Communications and Education
7. Environmental, Social and Governance (ESG)
 - Corporate Governance
 - Sustainability
 - Corporate Social Responsibility
8. Meet Our People
9. Corporate Developments
10. Financial Statements
 - Securities and Futures Commission
 - Investor Compensation Fund
 - Unified Exchange Compensation Fund

11. Supplementary Information

- Operational Data
- Committees, Panels and Tribunal
- Glossary and Abbreviations

Appendix B

Quotation form

The following quotation form should be completed in accordance with paragraphs 9 and 13. Any supplementary information added to this quotation form without the SFC's prior consent will not form part of the Contract.

Key Items	Remarks	Price (HK\$)
Printing of 18 English coloured copies	Including quality check prior to printing	[\$XX]
Printing of 2 English mock-up bound copies		[\$XX]
Printing of 50 English and 50 Chinese laser-printed bound copies		[\$XX]
Design, layout, artwork production and typesetting of all inside covers and 208 – 218 inside pages	Including licence or royalty fees of all stock photos and images	[\$XX]
Optional items		
Photography ¹ - Full day (8 hours) - Half day (4 hours)	Including rental of equipment, staff cost and other expenses incurred	[\$XX] per full day [\$XX] per half day
Cover design only ²	Art direction, design and layout; colour proof; licence or royalty fees of all stock photos and images	[\$XX]
Colour proofs - 4c - 2c		[\$XX] per page [\$XX] per page
Amendments after the SFC has signed off the blue print	No additional charge for the first 10 pages of	[\$XX] per page afterwards

¹ The SFC reserves the right to appoint its photographer for any specific chapter of the Annual Report.

² The SFC reserves the right to appoint another contractor for the cover design only.

	the English version and first 10 pages of the Chinese versions	
Typesetting for additional pages		[\$XX] per page
Printing of additional laser printed bound copies		[\$XX] per each set of English and Chinese copies

Signature

Name / Entity name (as applicable)

Name of authorised signatory (in the case of an entity)

Title of authorised signatory (in the case of an entity)

Date