



**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 2018-19**

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November 2018

## **Invitation to tender**

### **Design and production of the SFC's Annual Report 2018-19**

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 is available for download from the “Invitations to tender” section of the Securities and Futures Commission (SFC) corporate website ([www.sfc.hk](http://www.sfc.hk)).

If your company is interested in providing the services described in this document, please submit your tender to the SFC by **5:30pm, 5 December 2018 (Wednesday)** to the following address (**clearly stating on the envelopes “Annual Report 2018-19 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  
30/F, Cheung Kong Center  
2 Queen’s Road Central  
Hong Kong**

Late proposals will not be considered.

For and on behalf of the  
Securities and Futures Commission

Ivy Lai  
Director  
External Relations, Corporate Affairs

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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 its annual report in terms of content and design. For many years, the SFC 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 2018-19 for the year ending 31 March 2019. We aim to publish the report in June 2019.
5. In this document, the following terms shall have the following meanings:

"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 2018-19 containing such terms and conditions as the parties shall agree, including (but not limited to) those terms set out in the section "Payment and other terms" herein (unless the same shall have been modified or amended by the SFC); and

"Contractor" means the Tenderer whose tender is accepted.

## Requirements

6. Your company is invited to prepare design proposals and quotations, including design, typesetting and printing, in accordance with the specifications provided below. Two quotations should be provided, one for each of the two types of paper described below (see paragraph 9, "Specifications").

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. Specifications

Quantity	350 copies in English and 250 copies in Chinese
Size	A4 size
No. of pages	About 176pp contents (narrative and financial sections) + 4pp front and back covers
Logo	Use the SFC's new logo. See the SFC's website ( <a href="http://www.sfc.hk">www.sfc.hk</a> ) and our press release dated 9 October 2018
Paper	<p>Cover: Art paper (eg, Rives Tradition Bright White 320gsm or Elation White 240gsm)</p> <p>Narrative section: Woodfree paper (eg, Thai woodfree paper 120gsm)</p> <p>Financial section: Woodfree paper (eg, Thai woodfree paper 100gsm)</p> <p>Paper for the financial section should be in different shades of the SFC's corporate colours while that of the narrative section should be in plain off-white (our new colour palette following the recent rebranding can be provided upon request)</p> <p>Note: Environmental-friendly paper such as that certified by the Forest Stewardship Council is preferred</p>
Photography	Photography fee should be quoted <u>separately</u> and clearly state the number of days required for the shooting. Tenderers need to base their estimate of shooting days on their design proposal. The SFC reserves the right to appoint

	its photographer for any specific chapter of the Annual Report 2018-19
Printing	The cover and narrative chapters are to be printed in four colours
Colour proofs	Colour proofs should include the cover, all dividers, photos, diagrams and selected text. This fee should be quoted on a per-set basis
Mock-up copy	One mock-up copy (laser-coloured and bound) of the full report will be required
Colour draft copies	25 sets of colour laser draft copies of report (English only) should be provided at the interim stage in April and May 2019
Finishing	Single-sided hot foil stamping on outside covers; gloss varnish for covers and narrative section
Binding	Section sewn, perfect binding
QR code <sup>1</sup>	One QR code to be included
Copy editing	Not applicable (SFC in-house editing)
Translation	Not applicable (SFC in-house translation)
PDF files	PDF files of the report (full report and by section) should be provided and they should comply with the HKSAR Government's W3C Web Content Accessibility Guidelines – Level AA, eg, with tagging of images and tables. Please refer to the Web Accessibility Handbook

## 10. Delivery schedule

- 10.1 Hard copies of the report must be delivered to the SFC by 10 June (Monday) 2019.
- 10.2 A Tenderer should indicate in its proposal whether: (a) it can deliver hard copies of the report in five working days after signing-off; and (b) it has the capability to deliver advance copies if requested. These are not essential requirements but they will be taken into consideration in vendor selection.

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<sup>1</sup> Quick Response Code.

- 10.3 Master soft copy files of the report's template, which should be compatible with Adobe InDesign CS6, must be delivered to the SFC no later than 14 June (Friday) 2019. Stock photos and copyrighted images may be excluded from the files.
- 10.4 Master soft copy files of any photos taken for the project and on loan from the SFC should be returned no later than 28 June (Friday) 2019.

## 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-size bound booklets**.
- 11.3 Please note and submit the following in the proposal accordingly:
- (a) **Cover: The cover design should be straightforward.** Provide **two** proposals: one themed on the SFC's 30th anniversary in 2019 and another utilising a different approach.
  - (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.
  - (c) *Message from Chairman and CEO:* Tenderers need to propose a layout including portraits of the new Chairman Mr Tim Lui and CEO Mr Ashley Alder, with their quotes and dummy text.
  - (d) *Dividers:* Dividers will be needed for **four** sections: "Corporate Governance", "Operational Review", "Corporate Social Responsibility" and "Corporate Developments". At least one proposal should feature a black kite (eagle) on the dividers to tie in with the SFC's new logo.
  - (e) *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 pp.14 and 63 of the Annual Report 2017-18.) Tenderers can propose ways a sidebar can be presented to maximise visual effect.

- (f) The structure of the Annual Report is detailed in Appendix A.
- (g) We are looking for solid design capabilities so it is preferable that Tenderers demonstrate sufficient visual effect in their proposals through photos, tables and graphics while at the same time keeping the design simple.

## Submission of tender

### 12. Tender format

12.1 Tenderers should submit the offer in **two separate packages and clearly state “Annual Report 2018-19 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, Conditions of Tender and Certain Conditions of Contract (Documentation), and that it agrees to carry out the works in conformity and in compliance with the terms of the Documentation;
- (b) the quotation in compliance with paragraph 13 below;
- (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/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.



### 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 break down the quotation for the print version as the following entries: (i) fee for art direction, design and layout; (ii) artwork, typesetting and formatting; (iii) printing (inclusive of quality check prior to bulk printing); (iv) different types of paper used (see paragraph 9); (v) processing of films; (vi) colour proof/separation: (a) digital; and (b) film-based; (vii) photography (inclusive of rental of venue, equipment, etc); (viii) post-blueprint amendments; and (ix) cover design only. The SFC reserves the right to use its photographer, in which case the corresponding amount will be deducted accordingly.
- 13.3 Tenderers should state clearly the assumptions on which the costs are based and calculated.

### 14. Enquiries regarding the invitation

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

Ms Teresa Lee  
Manager  
External Relations, Corporate Affairs  
Telephone: 2231 1353  
Email: [tslee1@sfc.hk](mailto:tslee1@sfc.hk)

Or

Mr Moses Lau  
Assistant  
External Relations, Corporate Affairs  
Telephone: 2231 1891  
Email: [myllau1@sfc.hk](mailto:myllau1@sfc.hk)

### 15. Deadline

- 15.1 Both packages are to be delivered to the SFC by **5:30pm** on or before **5 December (Wednesday) 2018** (Closing Date) in sealed envelopes.

15.2 While 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  
30/F, Cheung Kong Center  
2 Queen's Road Central  
Hong Kong

15.4 Under normal circumstances, the SFC will not consider late or incomplete submissions. In case a rainstorm black 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 on the next working day following the affected closing date.

## **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 20, "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 of any tender 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) supplements its proposal; or (2) answers 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 e-mail 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. Payment terms**

18.1 The SFC will make payment to the Contractor in the following manner:

18.1.1 10% of the total Contract price upon the SFC and the Contractor entering into the Contract;

18.1.2 40% of the total Contract price upon the SFC approving the final artwork; and

18.1.3 50% of the total Contract price upon the delivery of the print version of the annual report as well as the return of negatives of any photos taken for the project.

### **19. Termination of service**

19.1 The Contractor shall use its best endeavours to perform the Contract with such due care and skill as is expected of a provider of similar services and of comparable standing in the industry but if for whatever reason, the SFC in its opinion, concluded that the Contractor has failed to meet its expectations or if the Contractor should breach any terms of the Contract, the SFC shall have the right to give one month's notice in writing to terminate the Contract. Subject to consent by the SFC, the Contractor shall be entitled to reimbursement of an amount reflecting the extent and value of the work completed.

## **20. Revisions of tenders**

- 20.1 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.
- 20.2 Shortlisted tenderers may be required to submit revised designs if necessary.

## **21. Sub-contracting of services**

- 21.1 Tenderers may sub-contract part of the services (eg, photography). The SFC will ask shortlisted Tenderers to specify the sub-contractors they intend to employ for the project and to supply information on the sub-contractors. The Tenderer undertakes to procure that these potential sub-contractors shall keep confidential all information concerning the SFC that comes into their possession or to their knowledge during the course of preparing the Tender, whether or not in tangible form. The SFC reserves the right to reject any sub-contractors.

## **22. Incorporation of proposals into Contract signed with the SFC**

- 22.1 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.
- 22.2 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.

## **23. Confidentiality**

- 23.1 The Contractor shall undertake that it and its sub-contractors shall keep all information concerning the SFC that comes into its possession confidential save and except information which is already

in publication but not because of leakage by the Contractor. All information, drawings, samples, models, etc, relating to the SFC (collectively Confidential Information) that may be supplied to the Tenderers during the tender process shall be treated as confidential by each Tenderer and shall be used only for the purpose for which it was disclosed and shall not be disclosed to any third party. For details, please refer to the Confidentiality Acknowledgement (Appendix B). Each Tenderer shall at the completion of the tender process, upon request, return to the SFC all Confidential Information together with all copies and extracts thereof in whatever medium it has been recorded.

## **24. Publicity**

- 24.1 The Contractor shall not publish or use any advertising or other publicity material in connection with the Project nor include the name of the SFC in its list of clients without the prior written consent of the SFC.

## **25. Costs and expenses**

- 25.1 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.

## **26. Conflicts of interest**

- 26.1 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.

## **Grievance procedures**

27. The SFC, as a public body, has a duty to conduct its affairs in a responsible and transparent manner. We therefore have put in place Grievance Procedures with effect from 1 April 2004. The policy on Public Interest Grievances is intended to assist persons engaged by

or who work in or with the SFC who believe that they have discovered improper practices or misconduct relating to the running of the SFC or work-related activities of SFC employees to report these in a constructive manner.

- 28.** This policy is for any person who has an employment contract with the SFC, is on secondment to the SFC, is engaged as an independent consultant by the SFC or is a contractor or supplier of services to the SFC. Public Interest Grievances might include:
- criminal activity, such as accepting a bribe;
  - financial or administrative malpractice;
  - misconduct or improper behaviour;
  - failure to comply with legal obligations such as those set out in the Securities and Futures Ordinance;
  - endangering occupational health or safety; and
  - attempts to suppress or conceal information relating to any of the above.
- 29.** The Policy on Public Interest Grievances can be found on the SFC corporate website under “Lodge a complaint > [Against the SFC](#) > Staff/contractor complaints against the SFC or its employees”. Please contact the Commission Secretary of the SFC if you have any questions.

## Offering gratuities

- 30.** 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 this contract.
- 31.** Failure to so procure or any act of offering, soliciting or accepting advantage referred to in paragraph 30 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

### Structure of Annual Report 2018-19

The report comprises the following sections:

1. Message from Chairman and CEO
2. Strategic Priorities
3. Mission and Mandates
4. Corporate Governance
5. Our People
6. Highlights (callouts plus table summary of the SFC's work in the past year)
7. Operational Review
  - SFC activity data, Intermediaries, Products, Corporates, Markets, Enforcement, Regulatory engagement, Stakeholders and a one-page spread on a topical issue
8. Corporate Social Responsibility
9. Corporate Developments
10. Financial Statements
11. Supplementary Information
  - Breakdown of SFC activity data, committees, glossary and abbreviations

## Confidentiality acknowledgement

### Acknowledgement and Undertaking

Acknowledgment in relation to the preservation of secrecy pursuant to section 378 of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (“**SFO**”) and avoidance of conflict of interests pursuant to section 379 of the SFO.

Terms in this acknowledgement shall have the same meaning as defined in the SFO, unless otherwise defined herein.

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To: \_\_\_\_\_

**Section 378 of the SFO binds you and in particular subsection (1) of that section which provides as follows:**

- (1) Subject to subsection 13(A), except in the performance of a function under, or for the purpose of carrying into effect or doing anything required or authorized under, any of the relevant provisions, a specified person -
  - (a) shall preserve and aid in preserving secrecy with regard to any matter coming to his knowledge by virtue of his appointment under any of the relevant provisions, or in the performance of any function under or in carrying into effect any of the relevant provisions, or in the course of assisting any other person in the performance of any function under or in carrying into effect any of the relevant provisions;
  - (b) shall not communicate any such matter to any other person; and
  - (c) shall not suffer or permit any other person to have access to any record or document which is in his possession by virtue of the appointment, or the performance of any such function under or the carrying into effect of any such provisions, or the assistance to the other person in the performance of any such function under or in carrying into effect any such provisions.



TAKE NOTICE THAT IF YOU CONTRAVENE SECTION 378(1) OF THE SFO YOU COMMIT AN OFFENCE UNDER SECTION 378(10) OF THE SFO. ANY PERSON WHO COMMITS AN OFFENCE UNDER SECTION 378(10) IS LIABLE:

- (a) on conviction on indictment to a fine of HK\$1,000,000 and to imprisonment for two years; or
- (b) on summary conviction to a fine of HK\$100,000 and to imprisonment for six months.

**Section 379 of the SFO binds you and in particular subsections (1), (2) and (3) of that section which provide as follows:**

- (1) Subject to subsection (2), any member of the Commission or any person performing any function under any of the relevant provisions shall not directly or indirectly effect or cause to be effected, on his own account or for the benefit of any other person, a transaction regarding any securities, structured product, futures contract, leveraged foreign exchange contract, or an interest in any securities, structured product, futures contract, leveraged foreign exchange contract or collective investment scheme -
  - (a) which transaction he knows is or is connected with a transaction or a person that is the subject of any investigation or proceedings by the Commission under any of the relevant provisions or the subject of other proceedings under any provision of the SFO; or
  - (b) which transaction he knows is otherwise being considered by the Commission.
- (2) Subsection (1) does not apply to any transaction which a holder of securities or a structured product effects or causes to be effected by reference to any of his rights as such holder -
  - (a) to exchange the securities or structured product or to convert the securities or structured product to another form of securities or structured product;
  - (b) to participate in a scheme of arrangement sanctioned by the Court of First Instance under the Companies Ordinance (Cap. 622) or the relevant Ordinance;
  - (c) to subscribe for other securities or another structured product or dispose of a right to subscribe for other securities or another structured product;
  - (d) to charge or pledge the securities or structured product to secure the repayment of money;

- (e) to realise the securities or structured product for the purpose of repaying money secured under paragraph (d); or
  - (f) to realise the securities or structured product in the course of performing a duty imposed by law.
- (3) Any member of the Commission or any person performing any function under any of the relevant provisions shall forthwith inform the Commission if, in the course of performing any function under any such provisions, he is required to consider any matter relating to -
- (a) any securities, futures contract, leveraged foreign exchange contract, structured product, or an interest in any securities, futures contract, leveraged foreign exchange contract, collective investment scheme or structured product -
    - (i) in which he has an interest;
    - (ii) in which a corporation, in the shares of which he has an interest, has an interest; or
    - (iii) which -
      - (A) in the case of securities, is of or issued by the same issuer, and of the same class, as those in which he has an interest;
      - (B) in the case of a futures contract, is interests, rights or property based upon securities of or issued by the same issuer, and of the same class, as those in which he has an interest; or
      - (C) in the case of a structured product, is interests, rights or property based on a structured product of or issued by the same issuer, and of the same class, as that in which he has an interest; or
  - (b) a person -
    - (i) by whom he is or was employed;
    - (ii) of whom he is or was a client;
    - (iii) who is or was his associate; or
    - (iv) whom he knows is or was a client of a person with whom he is or was employed or who is or was his associate.

TAKE NOTICE THAT IF YOU CONTRAVENE SECTION 379(1) AND/OR SECTION 379(3) OF THE SFO YOU COMMIT AN OFFENCE UNDER SECTION 379(4) OF THE SFO. ANY PERSON WHO COMMITS AN OFFENCE UNDER SECTION 379(4) IS LIABLE:

- (a) on conviction on indictment to a fine of HK\$1,000,000 and to imprisonment for two years; or
- (b) on summary conviction to a fine of HK\$100,000 and to imprisonment for six months.

The term “specified person” is defined in section 378(15) of the SFO and means-

- (a) the Commission;
- (b) any person who is or was a member, an employee, or a consultant, agent or adviser, of the Commission; or
- (c) any person who is or was -
  - (i) a person appointed under any of the relevant provisions;
  - (ii) a person performing any function under or carrying into effect any of the relevant provisions; or
  - (iii) a person assisting any other person in the performance of any function under or in carrying into effect any of the relevant provisions.

The term “person” has the meaning attributed to it in section 3 of the Interpretation and General Clauses Ordinance (Cap. 1) which provides that “person” includes any public body and any body of persons, corporate or unincorporate, and this definition shall apply notwithstanding that the word “person” occurs in a provision creating or relating to an offence or for the recovery of any fine or compensation.

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I/We acknowledge that I/we have received and read carefully a copy of sections 378 and 379 of the Securities and Futures Ordinance (Cap. 571), and understand that these sections (in particular, sections 378(1) and 379(1), (2) and (3)) impose statutory obligations on me/us. I/We further confirm that I/we understand and agree to be bound by the provisions of sections 378 and 379 of the Securities and Futures Ordinance (Cap. 571).

\_\_\_\_\_  
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

**Witnessed by:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date