Invitation for Tender

Provision of Design, Production and Installation Services for Iconic Decorations for Promoting Paris 2024 Olympic Games to the Sports Federation & Olympic Committee of Hong Kong, China

The appointed service provider ("the Contractor") will be responsible for planning, implementing and monitoring the design, production and installation for a set of outdoor iconic decorations ("the Service") for the promotion of the Paris 2024 Olympic Games ("Paris Olympics") under the supervision of the Sports Federation & Olympic Committee of Hong Kong, China ("SF&OC").

1. Submitting a Tender

- 1.1 To be acceptable as a bidder for this Tender, please properly complete and enclose in two separately sealed plain envelopes:
 - (a) one marked "Technical Proposal":
 - (i) covering tasks set out in Clauses 4.1-4.17;
 - (ii) creative ideas, proposed design and measurements of the iconic decorations; and a contingency plan for urgent repair and protective measures for extreme weather conditions;
 - (iii) the company profiles, with portfolio of recent projects of similar nature;
 - (iv) the project team size and structure, with details of the respective roles and responsibilities of each team member; and
 - (v) a duly completed **Annex** (Code of Conduct); and
 - (b) the other marked "Fees Proposal" containing a completed Quotation Form (Appendix I) to provide a budget breakdown of the Service.
- 1.2 Both envelopes shall be marked "Quotation for SF&OC Iconic Decorations for Paris Olympics" and addressed to SF&OC, and shall be deposited in the Tender Box named "Tender for the Provision of Design, Production and Installation Services for Iconic Decorations for Promoting Paris 2024 Olympic Games" situated at 2/F, Olympic House, 1 Stadium Path, So Kon Po, Causeway Bay, Hong Kong by 12:00 noon on 3 June 2024. Late submissions will not be considered.
- 1.3 In case a Black Rainstorm Warning, a Tropical Cyclone Warning Signal No. 8 or above, or "extreme conditions after super typhoons" announced by the Government is/are in force, or the closure of the Olympic House is in effect, for any duration between 9:00 am and 12:00 noon on 3 June 2024, the Tender deadline will be extended to 12:00 noon on the next working day on which no closure of the Olympic House is in effect.
- 1.4 Any enquiries regarding this Invitation for Tender can be directed to Ms. Gabrielle CHENG of SF&OC at 2504 8522.

- 1.5 By submitting the quotation, the prospective service provider, whether or not its quotation is eventually accepted, shall not without the prior written approval of SF&OC disclose to the media or to any other person (other than as is strictly necessary in order to prepare for the submission of its quotation) any information or materials contained in this Tender or information subsequently furnished by SF&OC.
- 1.6 All prospective service providers are advised to read the instructions contained herein carefully prior to preparing their proposals and quotation. A quotation which does not follow these instructions will be considered incomplete and may not be considered further.
- 1.7 All prospective service providers should declare any interest which you and/or your associates and/or group companies and/or the core teams of consultants have if that interest is in real or apparent conflict with your duties to be performed in the Service.
- 1.8 To allow sufficient time for SF&OC to consider all bidders, the quotation submitted shall be valid for at least 90 days from the closing date of this Invitation for Tender.
- 1.9 If no reply or incomplete quotation is received by the submission deadline, it is assumed that the prospective service provider is not interested in providing the Service.

2. Budget

- 2.1 Quotation amount over <u>HK\$1,800,000</u> for all mandatory items, as set out in Part I of the Quotation Form **(Appendix I)**, will NOT be considered.
- 2.2 SF&OC is not bound to accept the lowest, or in fact, any quotation, and reserves the right to accept the whole or any part of any quotation at any time. SF&OC also reserves the right to cancel the Tender exercise, and is not bound to give any reasons whatsoever for the cancellation.

3. Background and Purpose

- 3.1 As one of the initiatives to promote the Paris Olympics to be held from 26 July to 11 August 2024, a set of outdoor iconic decorations will be produced at the Tamar Park, a prominent location adjacent to the Central Government Offices and the Legislative Council Complex to which members of the public will have easy access.
- 3.2 The decorations will not only promote and increase awareness to the upcoming Paris Olympics and the Olympic values, but also become a must-visit photo spot

that maximizes the exposure of the Games echoing the slogan of the Paris Olympics: Games Wide Open.

3.3 In view of the similar promotion initiatives by the China Hong Kong Paralympic Committee ("HKPC") for the Paralympic Games (28 August to 8 September 2024) which is to be held shortly after the Paris Olympics, part of the decorations required in this Invitation for Tender will be remained on the site for HKPC after the Paris Olympics. A separate quotation exercise shall be conducted by HKPC for the respective promotion for the Paralympic Games.

4. Service Requirements

Production Items

4.1 The outdoor iconic decorations must include following components:

	Quantity	
Component and description	(See Clause	Size and requirement
	4.2 below)	
(a) SF&OC emblem • The Contractor shall adopt the official design and ratio provided by SF&OC without alteration OCCUPATION OCCUPATION	1 set	 Raised around 1.5-1.8 meters above the ground Top height of the emblem at around 5 meters above the ground Prominent enough to be seen from a distance Water and fireproof
 (b) Standalone mascot of the Paris Olympics The Contractor shall adopt the official design and ratio provided by SF&OC without alteration. However, the contractor may select from and fit in the various poses of the mascot to the overall design of the iconic decorations 	No less than 2 sets	 Self-supported Overall height no less than 2 meters (including the base to support the installation, if any) Water and fireproof

	Quantity	
Component and description	(See Clause	Size and requirement
	4.2 below)	
 (c) Photo Ops To be designed by the Contractor. The design shall convey a message to garner public support for the 	No less than 1 set	 Self-supported Overall height no less than 2 meters (including the base to support the installation, if
Hong Kong, China Delegation to the Paris Olympics		any)Water and fireproof
Mock-up: SUPPORT TEAM HKG S 堅並肩撐港隊		
(d) Outdoor spot lights and associated wiring for the components (a) to (c) above	1 set	Custom spot lights to ensure that the decorations be clearly seen at night

- 4.2 In addition to the quantity set out at Clause 4.1, the Contractor is required to produce an identical set of the decorations for contingency use, in case of extreme weather conditions, physical damages, etc. The Contractor is responsible for the storage and dismantlement of the spare decorations.
- 4.3 JPG/PNG files of the abovementioned components at Clause 4.1 (a) and (b) are specially authorized and available at: https://shorturl.at/OYyIR for the purpose of this Invitation for Tender only. The SF&OC emblem and the mascots of the Paris Olympics are IP protected properties.
- 4.4 A mock-up image illustrating the placement of the decorations and details of the designated site at Tamar Park for the decorations is at **Appendix II**. Any further details and clarification required in relation to the operation and technical support of the site should be directed to the following representative of the Leisure and Cultural Services Department, i.e. the venue owner: Mr. LEE Kai Ho, Deputy District Leisure Manager(Central & Western)2 at 2853 2568.

Schedule

4.5 All production items for this Invitation for Tender should be delivered, installed, and dismantled according to the following schedule. SF&OC may discuss with the Contractor to fine-tune the exact display period and installation/dismantlement dates subject to operational needs:

Date/Period	Task		
No later than week of 8 July 2024 or a mutually agreeable date	Complete delivery and installation of all production items at the designated site		
From week of 8 July 2024 or a mutually agreeable date to 10 August 2024, or a mutually agreeable date	All items on display		
By 10 August 2024 or a mutually agreeable date	Dismantle components (a) and (b) as set out at Clause 4.1; components (c) and (d) to be remained on the site and be dismantled by HKPC on a later date		

Scope of the Service

- 4.6 The Contractor will be responsible for the overall design, production, installation and dismantlement of the decorations as requested by SF&OC, including but not limited to the following:
 - (a) design of the decorations, planning and coordinating the overall layout plan;
 - (b) installation of the decorations, the lighting and all associated wiring and equipment, as well as dismantlement of part of the decorations;
 - (c) handling logistics arrangements for the installation and dismantlement of the decorations with the venue owner and associated parties, as well as for dismantling and returning the venue in a clean and appropriate condition, including grass reinstatement as per the requirement of the venue owner;
 - (d) handling the application for any required warranty, certificates and/or reports as per the requirement of SF&OC and the venue owner; and
 - (e) handling any contingency situation in relation to the display and presentation of the decorations, and providing support as per the requirement of SF&OC.

Maintenance and On-going Support

4.7 The Contractor is required to maintain efficient and prompt response to cope with service requests of an urgent nature throughout the period when the decorations

are on display, such as conducting trouble-shooting, providing emergency repair and rectification of defects, professional advice, recommendations and solutions to ad-hoc crisis or incidents in relation to the presentation and safety of the decorations. The turnaround time shall be within four hours.

- 4.8 The Contractor is required to prepare for a contingency plan and implement advance preparation and protective measures for the decorations in coping with adverse or extreme weather conditions.
- 4.9 The Contractor is required to attend special meetings on a need basis as requested by SF&OC with different parties, as well as discuss and resolve any potential problems.

Service Standard

- 4.10 The Contractor shall ensure that all production items conform with the requirements provided and updated by SF&OC and the venue owner from time to time, any new term to ensure to cope with any change and any other guidelines required by SF&OC or the venue owner.
- 4.11 The Contractor is responsible for taking any necessary actions to ensure and enhance safety measures and comply with applicable laws and regulations. These actions include, but are not limited to, ensuring that all edges are rounded and providing any required warning notices onsite.
- 4.12 Quotation submission should be all inclusive, including consultant service, technical drawings, colour test production, status reports, production costs, manpower for set-up and dismantling, rental of equipment, storage fees, diesel fuel, tunnel fees, contractor all-risk insurance, any required certificates and reports, etc.
- 4.13 The Contractor should indicate the specification of the items to be provided if not being mentioned or they are different from the requirement as stated in this document when submitting the quotation.
- 4.14 The Contractor is not allowed to use the products for any purpose other than those set out in the captioned service, without the prior consent and authorization of SF&OC in writing. The Contractor shall warrant that any part of the decorations produced by its contractors or on its behalf will not infringe any patent, trademark, copyright, registered design or other intellectual property rights of any third party and agree to indemnify SF&OC for any such claim, liability, proceedings and costs arising therefrom.
- 4.15 The Contractor is required to produce photos of the production from time to time and allow on-site inspection as and when required by SF&OC to ensure that the production is in progress and details required are followed through.

- 4.16 The Contractor is required to provide the final design artwork in AI and/or PSD format with high resolution and layers for SF&OC's record and future use.
- 4.17 Subject to operational needs or under any unforeseeable circumstances, SF&OC reserves the right to adjust the service requirements, cancel or postpone the Service or part of the Service to mutual agreement.

5. Assessment Criteria

- 5.1 This Tender shall be conducted in a two-envelope bidding process. SF&OC shall first assess the Technical Proposals, i.e. content of the overall Service of the bidders. Technical Proposals that fail to comply with the requirements and score less than 70 marks will not be considered further. Subsequent to that, SF&OC shall evaluate the Fees Proposals.
- 5.2 SF&OC may shortlist such number of bidders as it deems appropriate and invite them to attend one or more selection interview(s). SF&OC may also request each bidder on the shortlist to submit a revised Technical Proposal and/or Fees Proposal for its further consideration. SF&OC further reserves the right to negotiate with any or all of the shortlisted bidders about the terms of the contract.
- 5.3 There will be two elements in the assessment score: Technical Score (60%) and Price Score (40%).

Technical assessment

5.4 A marking scheme for assessment will be used for evaluating all bidders. All proposals and quotation received will be marked with respect to the following criteria:

	Assessment Criteria	Maximum Score	Remarks
(A)	(A) Background and experience of the potential service provider		
1	Experience in provision of services in similar nature and scale	5	Note 1
2	Relevant experience of the core team members, and the ability to provide sufficient manpower to support maintenance and contingency service	5	Note 2
(B) Execution plan			
(a) Overall design of the decorations			
1	Attractiveness – including colour, size and visibility of the decorations, and whether the overall design could be eye-catching and maximize publicity	30	Note 3
2	Feasibility of the overall design	15	Note 4

	Assessment Criteria	Maximum Score	Remarks
3	Safety of the overall design	15	
4	Innovative suggestions	10	Note 5
(b)	(b) Maintenance and contingency support		
1	Feasibility and comprehensiveness of the support	20	Note 6
	Full score	100	

Remarks			
	5 – Has more than three past references with government/statutory organizations, and/or public/private organizations comparable to the size and nature of SF&OC		
Note 1	3 — Has less than three past references with government/statutory organizations, and/or public/private organizations comparable to the size and nature of SF&OC		
	0 – No reference provided		
	5 – The proposed structure of the team contains sufficient experienced staff with professional background, showing high capability of providing reliable services		
Note 2	3 – The proposed structure of the team has limited experienced staff but their past experience is considered capable of providing reliable services		
	0 – The proposed structure of the team is considered unacceptable. It is unlikely to provide reliable services		
Note 3	20 – The proposed design is highly attractive. It contains colourful, sizeable and a variety of decorations which a must-visit photo spot requires. The design conveys a strong message of supporting our athletes and allows members of the public easy access and maximizes publicity		
	15 – The proposed design is more than satisfactory. It contains eye-catching elements that will generate publicity and raise awareness. There is also a clear message of supporting our athletes		
	5-10 – The proposed design is generally acceptable. It contains elements that will draw attention		
	0 – The proposed design is considered unacceptable. It fails to attract public attention		

Remarks			
Note 4	15 — The proposed design/implementation plan is highly feasible and practicable. It contains detailed proposals on how the service provider will carry out the Service or perform the contract. The allocation of time and resources is reasonable		
	10 – The proposed design/implementation plan is more than acceptable, generally feasible and practicable. It contains proposals on how the service provider will carry out the Service or perform the contract		
	5 – The proposed design/implementation plan is acceptable. It contains brief proposals on how the service provider will carry out the Service or perform the contract		
	0 – The proposed design/implementation plan is considered unlikely feasible or unacceptable. It fails to provide proposals on how the service provider will carry out the Service or perform the contract		
	Innovative suggestions should be effective and practical and will be assessed in accordance with the following criteria:		
	Assessment Criteria	Mark	
Note 5	Environmental friendly/energy saving design	5	
Note 3	Improved or greater flexibility to adapt to	3	
	operational changes		
	Additional means to draw traffic to the spot	2	
	20 - The proposed maintenance and backup support plan is highly feasible and practicable. It contains detailed proposals (including solutions) on how the service provider will cope with service requests regularly, and of an urgent nature		
Note 6	15 - The proposed maintenance and backup support plan is more than acceptable, generally feasible and practicable. It contains detailed proposals (including solutions) on how the service provider will cope with service requests regularly, and of an urgent nature		
	5 - The proposed maintenance and backup support plan is acceptable. It contains brief proposals on how the service provider will cope with service requests of an urgent nature		
	0 - The proposed maintenance and backup support plan is considered unacceptable. It fails to provide proposals on how the service provider will cope with service requests of an urgent nature		

5.5 The maximum Technical Score is 100 marks. The Technical Score will be calculated by using the following formula:

Price assessment

5.6 A maximum Price Score of 40 marks will be allocated to the potential service provider that offers the lowest price. The Price Score for each potential service provider will be calculated by using the following formula:

5.7 The overall score will be the sum of the Technical Score and the Price Score.

6. Terms and Conditions

- 6.1 The tenderer shall not and shall ensure that his agents and employees shall not give or offer any advantages as defined under the Prevention of Bribery Ordinance to any agent or employee of the Federation. The tenderer is also prohibited from colluding with other bidders in this tendering exercise in whatever forms (e.g. price rigging). Any breach of or non-compliance with these clauses by the tenderer shall, without affecting the tenderer's liability for such breach or non-compliance, invalidate his tender.
- 6.2 If the Contractor or any employee or agent of the Contractor shall be found to have committed an offence under the Prevention of Bribery Ordinance in relation to the Tender, SF&OC may terminate the contract without entitling the Contractor to any compensation therefore, and the Contractor shall be liable for all losses and expenses necessarily incurred by SF&OC as the result of such termination of the contract.
- 6.3 The successful bidder will receive a written notification as an indication of quotation acceptance. Upon receipt of such notification, a binding contract shall be constituted between SF&OC and the Contractor incorporating all the requirements, terms and conditions in this Invitation for Tender.
- 6.4 Interested bidders who do not receive any written notification within the validity of their proposal shall assume that their proposal has not been successful. Separate notification to unsuccessful bidders will not be issued.

- 6.5 Payment will be made according to the actual quantity of deliverables required. Charges of provisional/additional items apply only when extra tasks have been carried out.
- 6.6 The Contractor is required to comply with all statutory requirements and relevant codes of practice to the satisfaction of SF&OC. SF&OC reserves the right to take any action it deems appropriate, including, without limitation, issuing verbal and written warnings and terminating the Contract, for any departure from the Code of Conduct (Annex) on the part of the Contractor or the Contractor's employees.
- 6.7 The Contractor is required to observe and comply with the Law of the People's Republic of China on Safeguarding National Security in the Hong Kong Special Administrative Region and other relevant laws of Hong Kong in relation to the safeguarding of national security (National Security Law).
- 6.8 The Contractor should follow SF&OC's procedures and guidelines in the procurement of goods and services, unless otherwise specified by SF&OC. The Contractor is required to maintain an accurate and up-to-date record of all receivables and expenditure transactions, incoming and outgoing expenses, contracts and any other records in relation to the delivery of the Service. SF&OC reserves the right for inspection.
- 6.9 By submitting a quotation, the Contractor agrees to warrant that the materials, including photographs, graphics and illustrations, supplied as required in the design and production of the decorations do not infringe the Intellectual Property Rights of any third party. If the Contractor uses any third party materials in the work, the Contractor shall have a valid and continuing license under which it is entitled to sub-license the Intellectual Property Rights in the third party materials for itself and for SF&OC; or the Contractor will have obtained the grant of all necessary clearances for itself and for SF&OC, its authorized users, assigns and successors-intitle authorizing the use or incorporation of such third party materials.
- 6.10 The Contractor shall not publish or use any advertising or other publicity materials in connection with the Service nor include the name of SF&OC in its list of clients without the prior written consent of SF&OC.

7. Appendices

Appendix I : Quotation Form

Appendix II : Mock-up image and details of the designated site at Tamar Park

Annex : Supplier/Contractor Code of Conduct

Total

Quotation Form

Provision of Design, Production and Installation Services for Iconic Decorations for Promoting Paris 2024 Olympic Games to SF&OC

Please submit your Technical Proposal in a separate envelope for assessment.

<u>Price</u>

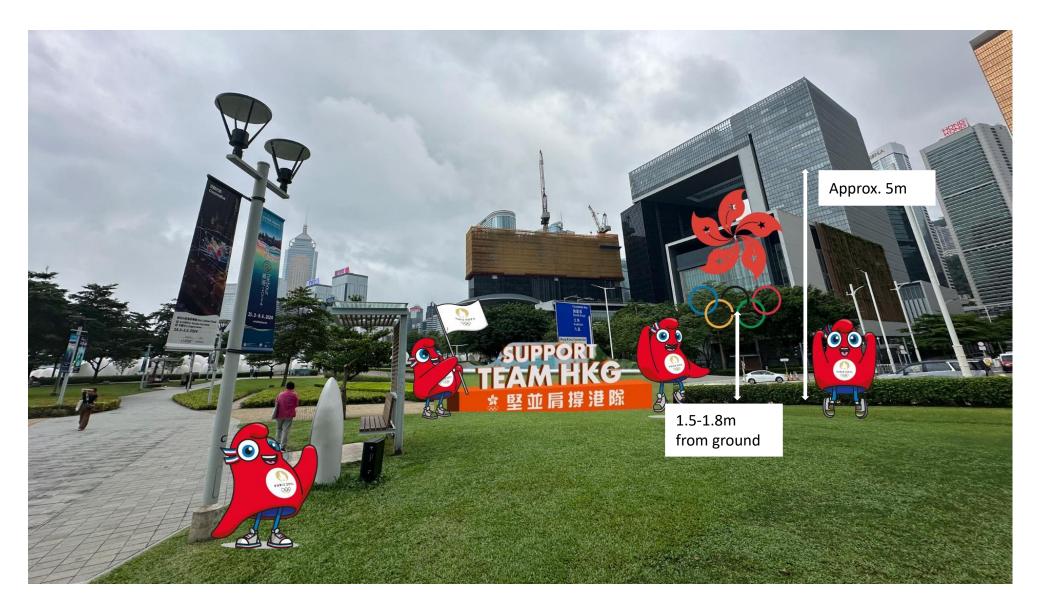
Please fill in the following table to provide all detailed cost breakdown, specifying items and unit costs, according to your Technical Proposal. Failure to complete this table may result in your quotation not being further considered.

Total price for the Service as detailed in Parts 1 to 7 of the Invitation fo HK\$	r Tender is	
Cost breakdown		
Service Requirements	Quantity	HKD
Part I. Mandatory Items		
A. Overall Design and Production for the Outdoor Decorations		
Please specify the total quantity to be produced for each component,		
including the spare components for contingency use		
 SF&OC emblem 		
 Standalone mascot of the Paris Olympics 		
Photo Ops		
B. Installation and Dismantlement for the Outdoor Decorations	1	
Please provide a quotation covering all expenditures on:		
 Manpower, transportation, storage and all associated 		
services		
 Wiring, electrical and technical work 	1 job	
 Insurance, warranty, certificates, reports, etc. required to 	1 100	
ensure safety of the overall production and services		
 Provision of all final design artwork for retention and 		
future use by SF&OC		
C. Maintenance and Emergency Support	1	1
Please provide a quotation covering:		
 Manpower and technical support to cope with service 	Upon	
requests of an urgent nature, including but not limited to	request	
emergency repair and ratification of defects, ad-hoc	by	
incidents, etc.	SF&OC	
Efficient response within a 4-hour turnaround time		
Part II. Optional Items	1	
Please specify any other optional items not included in the Invitation		
for Tender and provide a quotation for consideration.		
	•	i .

Mock-up Image and Details of the Designated Site at Tamar Park

1. Mock-up image

This mock-up image is for illustration only and does not reflect the actual scale and size of the decorations.



2. Details of the Designated Site at Tamar Park

Please refer to the area in red bracket. Approximate location where power supply is available is marked with "\(\pm \)".





Policy No.: SFOC/Policy/25 w.e.f. 1 May 2024

SPORTS FEDERATION & OLYMPIC COMMITTEE OF HONG KONG, CHINA

SUPPLIER / CONTRACTOR CODE OF CONDUCT

This Supplier / Contractor Code of Conduct (Code) outlines an ethical and behavioural framework for suppliers / contractors. All suppliers / contractors shall comply with these guidelines when conducting business with the Sports Federation & Olympic Committee of Hong Kong, China (SF&OC).

1. Legal Requirement

Suppliers / contractors must comply with all applicable laws and regulations when conducting business with SF&OC.

2. Ethical Standards

Suppliers / contractors shall uphold the ethical principles in their operations including confidentiality, open and fair competition, avoidance of conflict of interest and anti-bribery and corruption.

3. Confidential Information¹ & Personal Data²

Suppliers / contractors shall:

- use Confidential Information / Personal Data only for the purposes for which they are entrusted;
- return, destroy or delete Confidential Information / Personal Data when they are no longer required for the purposes for which they are entrusted;
- take security measures to protect Confidential Information / Personal Data entrusted to them;
- immediately report any sign of abnormalities or security breaches to SF&OC;
- not disclose Confidential Information / Personal Data to any third party other than that as instructed by SF&OC;
- <u>not</u> make or permit to be made copies or other reproductions of Confidential Information / Personal Data; and
- not make any commercial use of Confidential Information / Personal Data or any part thereof.

4. Labour Rights

Suppliers / contractors shall not:

- use child or involuntary labour;
- discriminate against others;
- use corporal punishment or any other form of physical or psychological coercion or intimidation against workers; and
- require workers to work more than the maximum number of working hours per week allowed by applicable laws and regulations.

¹ "Confidential Information" means any proprietary information relating to SF&OC's business, including but not limited to business and financial records, intellectual property, proprietary data, security measures or any other information that, if disclosed, could affect the business of SF&OC.

² "Personal data" means any information that relates to a living person and can be used to identify that person. It exists in a form in which access to or processing of is practicable. Examples of personal data include names, phone numbers, addresses, identity card numbers, photos, medical records and employment records, etc.

5. Health & Safety

Suppliers / contractors shall maintain a clean, safe and healthy workplace.

6. Environmental Protection

Suppliers / contractors shall observe and implement environmental protection practices including, but not limited to:

- compliance with all applicable environmental legal requirements;
- conservation of natural resources and energies as far as possible; and
- control of pollutants being discharged to the environment.

7. Guidelines of SF&OC

Suppliers / contractors shall observe and comply with the following guidelines of SF&OC marked with a tick (where applicable):

- □ Policy and Guidelines on Prevention of Sexual Harassment

 (https://www.hkolympic.org/wp-content/uploads/2020/08/SFOC-Policy-and-Guidelines-on-Prevention-of-Sexual-Harassment-Eng-2021.pdf)
- ☐ Child Safeguarding Policy

(https://www.hkolympic.org/wp-content/uploads/2022/04/Child-Safeguarding-Policy-2022-Eng.pdf)

□ Anti-Doping Rules of SF&OC (https://www.hkolympic.org/wp-content/uploads/2023/04/SFOC-Anti-Doping-Rules-effective-1-Apr-2023.pdf)

8. Contractors & Suppliers

Suppliers / contractors shall ensure that their employees, sub-contractors, suppliers and other business partners adhere to this Code.

9. Monitoring of Compliance

SF&OC reserves the right, upon reasonable notice, to conduct a compliance audit with suppliers / contractors on the Code. Any violation of the Code shall be considered as a material breach of the contract by the suppliers / contractors.

SF&OC may immediately terminate contract upon the occurrence of any of the following events: (a) the supplier / contractor has engaged or is engaging in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security; (b) the continued engagement of the supplier / contractor or the continued performance of the contract is contrary to the interest of national security; or (c) SF&OC reasonably believes that any of the events mentioned above is about to occur.

believes that any of the events mentioned above is about to occur.	, , ,
Acknowledgement	
To: Sports Federation & Olympic Committee of Hong Kong, China ("SF&OC")	
We, (supplier's / contractor's Company Name) willing to comply with the Supplier / Contractor Code of Conduct of SF&OC.	are fully aware of and
Authorized Signature with Company Chop	
Name:	
Position:	
Date:	