

Tender Document

For

Hangzhou 2022 Asian Para Games Campaign

Of

Hong Kong Paralympic Committee

Located At

Unit 1518-1520, Level 15, Tower 1,

Grand Central Plaza, Shatin, New Territories

(Tender Reference No.: HKPC-T003/23)

Issued By
Hong Kong Paralympic Committee

Issuing Date : 25 May 2023
Closing Date : At noon (12:00pm) on 16 Jun 2023

Hangzhou 2022 Asian Para Games Campaign

Invitation to Tender Briefing – Fact Sheet for Interested Vendors

1. Introduction

The Hangzhou 2022 Asian Para Games (APG) is a remarkable event set to take place in Hangzhou, China, from 22 to 28 October 2023. Athletes from various Asian countries will gather to showcase their abilities and sportsmanship. With a diverse range of sports disciplines, this event celebrates the triumphs of the human spirit and aims to foster unity and understanding. Held in the scenic city of Hangzhou, this international event will inspire and reshape perceptions, highlighting the limitless potential within every individual. From track and field to swimming, wheelchair basketball to table tennis, the Games promises thrilling competition that will captivate audiences and leave a lasting impact.

As part of this grand endeavor, the Hong Kong Paralympic Committee (HKPC) proudly assembles a distinguished delegation set to partake in the Games. Before embarking on this momentous journey, our shared mission is to ignite the fervor of citizens, equipping them with a profound understanding of Para sports, and rallying their support through a multifaceted promotional campaign that resonates across all corners.

HKPC is looking to collaborate with a PR, marketing and event agency to achieve its three key objectives and promote the Games and Paralympic Movement, to the widest audience in the community.

2. Objectives

- 2.1. To ignite the fervor of citizens to support Hong Kong Para athletes joining the Games
- 2.2. To promote the Paralympic Movement and development of Para Sports in Hong Kong
- 2.3. To enhance inclusiveness among the society

3. Target Audience (10,000+ people)

- Public Mass
- Potential Para athletes/ people with disabilities (Special Schools/ Non-government Organisations)

4. Theme: Hangzhou 2022 Asian Para Games (APG)

5. Date & Time, Venue

5.1. Social Media Campaign : 1 Aug – 20 Oct 2023

5.2. Exhibition : 2 Sep – 6 Sep 2023 (Shatin New Town Plaza)

1 Sep	Setup
2 – 6 Sep	Exhibition
6 Sep	Dismantle

5.3. Flag Presentation Ceremony (Optional item) :

Early or Mid Oct 2023 (TBC)

6. Key Deliverables

To measure the success of the campaign, we will set up KPIs for our agency partner. The following KPIs are tentatively for the purpose of this tender. Final KPIs are subject to further amendment.

6.1. Social Media Campaign

- 6.1.1. A creative social media campaign driving social engagement and exposure
- 6.1.2. A total of more than 22 social media posts including Facebook and Instagram (including content creation, visual design, execution and advertising)
- 6.1.3. Response time to social media enquiry: within 2 hours

6.2. Video

- 6.2.1. At least 1 promotional video (including ideation, plot, script and shooting)

6.3. Exhibition cum Sports Trial

- 6.3.1. At least 8 display panels showing history & development of Para sports in Hong Kong
- 6.3.2. At least 2 exhibition showcases displaying the medals and souvenirs of the Games
- 6.3.3. At least 1 booth for sports trial (HKPC will invite NSAs to manage the booth)
- 6.3.4. Brand and marketing collateral planning, visual design, adaptation, production of collaterals and event materials, set-up including electricity connection, and event management service

6.4. Flag Presentation Ceremony (Optional item - time and date to be confirmed)

- 6.4.1. Stage set-up (9mX3m backdrop and 10mX3m carpet)
- 6.4.2. Emcee
- 6.4.3. Visual design, adaptation, production of collaterals and event materials, set-up including electricity connection, and event management service

6.5. Media Exposure

- 6.5.1. Media pitch for publicity (at least 2 press releases)
- 6.5.2. Media news coverage monitoring and report after event
- 6.5.3. A total of >100 individual media mentions with media reports as substantiation of coverage

6.6. Others:

- 6.6.1. Souvenir design (e.g. Pin) about the Games for HKPC

7. **Organiser** : Hong Kong Paralympic Committee

8. Timeline

<u>Procedures</u>	<u>Date</u>
Tender publish	25 May 2023
Tender briefing (join via ZOOM or in person at HKPC office)	7 Jun 2023; 4pm
Consultation period	8-14 Jun 2023
Deadline for submission of proposal (by hand)	16 Jun 2023; 12noon
Presentation of proposal in person at HKPC office	21 Jun 2023
Confirmation of selected contractor	23 Jun 2023

9. Submission of Tender & Company Profile

Tenderers should submit completed **Technical Proposal and Fee Proposal in two separate envelopes by hand** to Unit 1518-1520, Level 15, Tower 1, Grand Central Plaza, Shatin, New Territories, Hong Kong. Please separately mark "Fee Proposal, Technical Proposal & Company Profile - Provision of Agency Services for Hangzhou 2022 Asian Para Games Campaign (Tender no. HKPC-T003/23) with below information:

- Company name and contact person details
- Company background, credential and BR Copy
- Years of business
- Scope of Services available
- Company organisation, no. of employees and organisation structure
- Crew size for event coordination and onsite support
- Qualification and experience of key management person for project
- Management, creative & design and production services
- Years of experience for event management and production services for corporate events
- List of major clients in the past 5 years with service details and client contact person details for reference checking
- Relevant past job reference (illustrated with photos) which can demonstrate the creativity, capability and experience of the company in the relevant event management and production services, including large-scale indoor / outdoor events for public participation, for large corporation in the past 5 years

10. Assessment Criteria

The proposal will be evaluated by an assessment panel appointed by the Executive Committee of HKPC. The panel will assess the proposal according but not limited to the below criteria:

- Creativity and style
- Cost effectiveness
- Production lead time

HKPC does not bind itself to accept the lowest tender or any tender and reserves the right to negotiate with any tenderer about the terms of the offer. Successful tender will be awarded contract of production for a contract period from 1 Aug – 20 Oct 2023 (both dates inclusive), subject to the progress of the whole campaign.

11. Usage of Personal Data

All companies responding to this advertisement are deemed to have complied with the Personal Data (Privacy) Ordinance in the collection and transfer of personal data to Hong Kong Paralympic Committee Limited. All information submitted including personal data, shall be used by Hong Kong Paralympic Committee Limited for the prequalification of tenderers for this Contract.

12. Enquiry

For enquiries, please contact Mr. Jun Sat, Senior Administration Officer at 2151 3682 or info@paralympic.hk

13. Attending Tender Briefing on 7 Jun 2023

If you wish to join the briefing, please register by sending email to info@paralympic.hk on or before 4pm, 6 Jun 2023. Up to 2 representatives from each company will be allowed to join in person. You may also choose to join via ZOOM.

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Appendix 1

Terms and Conditions of Agreement

1. Alteration

No unauthorized alteration or erasure to the text of the Tender Document shall be permitted. Any tender containing such alteration or erasure may not be considered.

2. Labour

The contractor is reminded that, as a general policy, importation of labour from outside Hong Kong SAR must be in accordance with the regulations of the local authorities, which may permit the importation of key management and technical personnel on a temporary basis. It is the tender's sole responsibility to make any such arrangement he may desire.

3. Tender Price

- This tender relates to the execution of all (or any part) of works during the Agreement Period as specified in the Schedule of Rates.
- Price quoted in this tender shall be firm for the duration of the Agreement
- Tenders shall remain open for acceptance for 21 days after the tender presentation date

4. Charges

The price quoted by the tenderers should be in Hong Kong Dollars and must only be quoted in the Schedule of Rates. Such prices shall be net and, where applicable, they shall include trade and cash discounts and all expenses incidental to the due and proper performance of the Agreement by the Contractor.

5. Commencement and Completion of the Works

The Contractor shall commence the Works on site in any Works Schedule as described therein, proceed with the same with due diligence and complete on or before the date/time stated in the Works Schedule or such revised date/time or dates/time agreed by both parties. If the Contractor finds that works on public holiday and night works are necessary to complete the works on time, such costs shall be included in the rates quoted in the Schedule of Rates.

6. Nuisance

The Contractor shall take all necessary steps to restrict the nuisance of dust and noise during the course of work. Any complaints raised would be resolved by the Contractor himself.

7. Removal of Debris

All rubbish and debris shall be removed periodically as it accumulates, and the site must be kept clear and tidy during the progress of the Contract.

The Contractor should leave the site reasonably clean and tidy at the end of event. In no event should debris, equipment or materials be located as to cause nuisance to the public.

8. Defects

The Contractor shall be responsible for making good at no cost to HKPC any defective workmanship or materials (hereinafter referred to as "Defects") during event period (hereinafter referred to as the "Defects Liability Period")

If any Defects appear in the Works during the Defects Liability Period, the Contractor shall rectify such Defects before event or

by such other times as may be notified therein. The Contractor shall make good such Defects within the specified time frame. In the event of any modification found necessary during the Defects Liability Period, the Contractor shall provide the revised drawing or documents of the related works whenever applicable.

If the Defects are not remedied to HKPC's satisfaction, HKPC may employ another contractor or third party to remedy the Defects and HKPC may deduct such expenditure from any Retention Monies.

9. Payment

The Contractor may claim payment at the rates specified in Schedule of Rates according to the payment terms and actual work done which is being certified by the Executive Director of HKPC.

10. Payment Terms

Deposit Payment : 20% upon acceptance of Tender Awarded Contractor is required to submit official invoice to HKPC for the effective of payment.

2nd Payment: 40% upon the status of 50% work completed AND 2 working days after the exhibition.

3rd Payment: 40% upon event completion.

The Contractor shall claim the payment only after it has completed the works by submitting invoices and completion certificate signed by HKPC. Payment shall be made within 45 working days after receipt and agreement of invoices for Works completed to the satisfaction of HKPC.

After review and approval of each invoice, HKPC shall pay the Contractor the agreed invoices amounts. Such approval and payment by HKPC shall not preclude the right of HKPC to thereafter dispute of the amounts involved and shall not be construed as acknowledgement of due performance of the Agreement or any part thereof.

11. Liability

The Contractor shall be liable for and shall indemnify HKPC in full against all or any actions, loss, suits, claims, demands, proceedings, costs, charges or expenses whatsoever including any damage to any persons or property or death or injury to any individual (including HKPC 's employees, agents and subcontractors and its obligations under this Agreement including, inter alia, delay or failure to perform the Works for any reason whatsoever, as a result of acts or omission, negligence or breach of any of its obligations of the Contractor, its employees, agents or subcontractors.

12. Insurance

Contractor All Risks Insurance Section 2 - Third Party Liability for the sum of HK\$10,000,000 per claim for unlimited claim during the event liability period shall be provided to HKPC for the event.

The Contractor shall take out and maintain adequate insurance acceptable to HKPC to recover any compensation it may be liable to pay its employee pursuant to the Employees Compensation Ordinance or otherwise as a result of or arising directly or indirectly from the performance of the Works under this Agreement. The Contractor shall procure HKPC be included as one of the insured under any such insurance cover and shall

produce a copy of such insurance policy or policies to HKPC upon demand together with copies of the relevant insurance premium receipts.



13. Force Majeure

No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make previously owed payments to the other Party hereunder) when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party ' s(" Impacted Party ") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)") that frustrates the purpose of this Agreement: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) government order or law; (d) actions, embargoes or blockades in effect on or after the date of this Agreement; (e) action by any governmental authority; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns or other industrial disturbances; (h) epidemic, pandemic or similar influenza or bacterial infection (which is defined HKSAR Government as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (i) emergency state (j) shortage of power or transportation facilities; and (k) other similar events beyond the reasonable control of the Impacted Party.

14. Postponement of Event

If Term 13 conditions happened, HKPC reserves the right to postpone the event, if the event is resumed within 12 months, contractor shall agree the same cost quotation under Schedule of Rates of this tender; if event is postponed after 12 months, HKPC reserves the right to revisit the terms and cost quotation under same/ similar Schedule of Rates.

Appendix 2

Notice to Contractor or Subcontractors or Suppliers on Integrity Clause

1. Disclosure of Information

Except for the purpose of this contract, the contractor shall not use or disclose any information provided by Hong Kong Paralympic Committee (HKPC) (hereinafter referred to as Employer) in this contract or any subsequent communications or documents. For the purpose of this contract, any information disclosed to any person or agent or subcontractor shall be strictly confidential and shall be disclosed on a "knowledgeable basis" within the scope necessary for the purpose of this contract.

The contractor shall take all necessary measures (including through disciplinary codes or contract terms where appropriate) to ensure that such persons, agents or subcontractors will not disclose such information for purposes other than this contract. The contractor shall indemnify and keep indemnified the Employer against all loss, liabilities, damages, costs, legal costs, professional and other expenses of any nature whatsoever the Employer may suffer, sustain or incur, whether direct or consequential, arising out of or in connection any breach of the aforesaid non-disclosure provision by the Contractor or his employees, agents or subcontractors.

2. Declaration of Interest

2.1 The contractor shall require its employees, agents and subcontractors participating in this contract to declare to the contractor in writing any conflicts or potential conflicts between their personal/financial interests and their duties related to this contract. In the event that such conflict or potential conflict is disclosed in a declaration, the Contractor shall forthwith take such reasonable measures as are necessary to mitigate as far as possible or remove the conflict or potential conflict so disclosed.

2.2 The contractor shall prohibit its employees participating in this contract from participating in any project or work (regardless of salary or not) other than the performance of this contract, and such projects or work will cause or may cause the relationship between their personal/financial interests and their duties. The contractors must also require their subcontractors and agents to impose similar restrictions on their employees in the form of disciplinary codes or contract terms.

2.3 The contractor shall take all necessary measures (including disciplinary codes or contract clauses where appropriate) to ensure that its employees, agents and subcontractors understand the restrictions in this clause.

2.4 The contractor must also sign and submit a declaration in the format prescribed or approved by the Employer, confirming compliance with the aforementioned sub-sections (1.1), (1.2), and (1.3). If the contractor fails to submit the required declaration, the Employer has the right to withhold the payment until the contractor submits the declaration, and the

contractor is not entitled to receive interest during that period. In order to prove compliance with the aforementioned subsections (1.1), (1.2) and (1.3) concerning confidential information, declaration of interests, prevention of bribery, the contractor and its hired subcontractors must submit the disciplinary code issued to its employees to the Employer.

3 Prevention of Bribery

Pursuant to “the Prevention of Bribery Ordinance” , it is an offense for contractor or its subcontractors or suppliers to offer advantages to HKPC staff in connection with the contract of the Works. It is also illegal to provide any advantages to HKPC staff in connection with their official duties.

3.1 Offering remuneration

Tenderers shall not and must prohibit their employees, agents and subcontractors from offering, soliciting or accepting benefits as defined in the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong) for the tendering and execution of this contract.

If the foregoing results are not achieved, or if the tenderer or the tenderer’ s employees, agents or subcontractors make any acts to provide, solicit or accept the benefits described in paragraph above, as a result, the tender’ s bid is invalid, and the tenderer shall still be liable for such errors and actions.

4. **Anti-Collusion Clause**

4.1 Before the HKPC informs the tenderer of the tendering result, the tenderer shall not

- Communicate information on the amount of any tender to anyone other than HKPC;
- Adjust any tender amount through arrangements with any other party;
- Enter into any arrangement with any other party as to whether the tender or that other party should or should not tender; or
- Collude with any other party in any way during the bidding process.
- If the tenderer violates or fails to comply with this sub-provision, the tenderer's bid will be invalid, and the tenderer shall still bear the responsibility for such deficiencies and actions.

4.2 Sub-section (4.3) of this provision does not apply to tenders who send strictly confidential communications to their insurers or brokers to obtain insurance quotations to calculate the tender price, and to obtain assistance from consultants/subcontractors to prepare tendering documents and send them strictly confidential communications.

4.3 Tenders must submit to the Employer a letter duly signed in the format set out in the attachment. The letter must be signed by an authorized person on behalf of the tenderer.

Appendix 2.1

Declaration of Compliance with the Integrity Clause Requirements

Tender Reference No. : HKPC-T003/23

Name of Tender : Tender for Hangzhou 2022 Asian Para Games
Campaign

Hong Kong Paralympic Committee at Unit 1518-
1520, Level 15, Tower 1, Grand Central Plaza,
Shatin, New Territories

According to the integrity clause of this contract, we confirm that we have complied with the following terms and ensure that our directors, employees, subcontractors and agents understand the following terms:

- A. When conducting business related to this contract, the contractor shall prohibit its employees, agents and subcontractors participating in this contract from providing, soliciting or accepting what is defined in the "Prevention of Bribery Ordinance" (Chapter 201 of the Laws of Hong Kong).
- B. The directors, employees, agents and subcontractors participating in this contract are required to declare to us in writing any conflicts or potential conflicts between their personal/financial interests and their duties related to this contract. If such conflicts or potential conflicts have been disclosed, we will immediately take necessary reasonable measures to mitigate or eliminate the disclosed conflicts or potential conflicts as much as possible.



香港殘疾人奧委會
HONG KONG
PARALYMPIC COMMITTEE



- C. Directors and employees participating in the execution of this contract are Prohibited from participating in any project or work (regardless of salary or not) that may cause conflicts between their responsibilities in this contract and their personal/financial interests outside of this contract, and shall require the subcontractor to take the same action.
- D. Take all necessary measures to ensure that any confidential /confidentiality- covered information or data entrusted to us by or on behalf of the Employer will not be disclosed to third parties other than those permitted by this contract.

Signature : _____

Signatory name : _____

Signatory position : _____

Name of contractor: _____

Date : _____

Appendix 2.2

Declaration of Interest Form

Tender Reference No. : HKPC-T003/23

Name of Tender : Tender for Hangzhou 2022 Asian Para Games
Campaign

Hong Kong Paralympic Committee at Unit 1518-
1520, Level 15, Tower 1, Grand Central Plaza,
Shatin, New Territories

To: Hong Kong Paralympic Committee

I understand that if I, my family members, close relatives and acquaintances have direct or indirect business connections with HKPC, I must report to the management of the Hong Kong Paralympic Committee (HKPC).

I hereby declare that I (have / have not) have the following existing/potential conflicts of interest when performing duties related to the operation of HKPC or the status of a member of the HKPC:

a) Persons/companies with whom I have business dealings and/or personal interests:

b) My duties related to the above-mentioned person / company are mainly:

Signature : _____

Signatory name : _____

Signatory position : _____

Name of contractor: _____

Date : _____

Appendix 2.3

Confirmation of Compliance with the Anti-collusion Clause in the Tender



Tender Reference No. : HKPC-T003/23

Name of Tender : Tender for Hangzhou 2022 Asian Para Games
Campaign

Hong Kong Paralympic Committee at Unit 1518-
1520, Level 15, Tower 1, Grand Central Plaza,
Shatin, New Territories

[I/We], [],
(Name of Tenderer)

Address is [],
(Tenderer' s address)

[I/We] would like to refer to [my/our] bid for the above contract.

[I/We] confirm that when submitting this letter, in addition to the exemption communication mentioned in the last paragraph of this letter, [I/We]

Did not:

- Convey any information about the bid amount to anyone other than HONG KONG Paralympic Committee (hereinafter referred to as HKPC);
- Adjust any bid amount through arrangements with any other party;
- Make any arrangements with any other party as to whether [I/We] or that other party should or should not bid; or



- Collude with any other party in any way during the bidding process.
- After submitting this letter, before the Employer notifies the tenderer of the bidding result, except for the exemption communication mentioned in the last paragraph of this letter,
- [I/we] will not:
- Convey any information about the bid amount to anyone other than HKPC;
- Adjust any bid amount through arrangements with any other party;
- Enter into any agreement with any other party as to whether [I/we] or that other party should bid; or
- Collude with any other party in any other way.

In this letter, the term “communication exemption” refers to [I/We] who sends [I/We] to [I/We] to obtain an insurance quotation to calculate the bid price.

[My/Our] underwriters or brokers send out strictly confidential communications, and to obtain [my/our] consultants/subcontractors’ assistance in the preparation of tender and send them strictly confidential communications.

Signature : _____

Signatory name : _____

Signatory position : _____

Name of contractor: _____

Date : _____

(Signed on behalf of the bidder)

Remarks

- i. Please delete where inapplicable.
- ii. If the tenderer includes two or more parties or companies forming a partnership, joint venture or other form of organisation, the part in square brackets shall be expanded to include the names and addresses of these parties or companies.
- iii. If the tenderer includes two or more parties or companies forming a partnership, joint venture or other form of organisation, the respective signatories of these parties or companies must be the authorized persons to sign this contract.