



Invitation to tender for social media and advertising services



Invitation to Tender

Social media and advertising services

The Investor Education Centre (IEC) is 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 "Invitation to Tender" section on the path below:

<http://www.thechinfamily.hk/web/en/iec/invitation-to-tender.html>

If your company is interested in providing the services described in the Invitation to Tender, please submit your tender to the IEC by **12.00 noon on 7 January 2019 (Tuesday)** to the following address.

**Investor Education Centre
c/o Securities and Futures Commission
30th Floor, Cheung Kong Center
2 Queen's Road Central
Hong Kong**

Late proposals will not be considered.

For and on behalf of the
Investor Education Centre

Ms Jill Tan
Head of Communications and Resources
Investor Education Centre

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1. About IEC

Following the Hong Kong Special Administrative Region Government's consultation and subsequent amendment of the Securities and Futures Ordinance, the Investor Education Centre (IEC) was established in November 2012 as an organisation dedicated to improving financial literacy in Hong Kong.

The IEC aims to better equip the general public with attitudes, skills and knowledge to make informed and sound financial decisions throughout their lives through the provision of comprehensive, credible and impartial financial information, tools, education resources and programmes. The Centre has a broad mandate to cover financial education across a wide spectrum on money management ranging from banking, insurance and investing to debt management and retirement planning.

The IEC has full support of all four financial regulators in Hong Kong, the Education Bureau, and the financial services industry, whose representatives are part of its governing body. To continually refine our education initiatives and tap on the diverse and rich industry expertise available, the IEC has also established a number of advisory groups consisting of financial education experts and practitioners from financial services institutions, industry associations, education organisations, government departments and agencies, non-profit organisations and consumer advocacy groups.

Target groups:

Families with dependent children are key within this segment, we target children and they include:

- '*School children*', either primary or secondary school.
- '*Tertiary students*', either studying for a sub-degree or a degree.

In addition to children and students, we also target

- '*Parents*' who can help inculcate good money skills and attitudes with their children at home, supplement school learning while acting as role models for their children.
- '*Teachers*' who have the opportunity to address money management/ finance topics at schools by utilising both curriculum and extra-curriculum activities.

Working adults with focus placed on two distinctive sub-groups:

- '*New to employment*' are young adults who are joining or have recently joined the workforce.
- '*Pre-retiree*' are employees who are thinking about retirement and preparing for later life. Individuals in industries or occupations that have a higher concentration of lower-income and lower-education employees are our priority audiences.

Retirees who rely on their savings, retirement funds and investments.

2. Project background and latest developments

In April 2016, the Investor Education Centre launched a new financial education platform — *The Chin Family* — to engage members of the public and to help them manage their money wisely and effectively. This education platform addresses the barriers to financial learning, by presenting information in a friendly and easy-to-understand manner.

As an independent and impartial resource, *The Chin Family* provides free information on money management, segment-targeted programmes as well as tools that are delivered through our website, social media channels and outreach activities.

The Chin Family is the consumer-facing brand and primary platform for all of IEC's financial education work and outreach activities to the general public and target segments. Each character of *The Chin Family* has his or her own unique personality and plays a role in communicating financial topics tailored to specific groups.



As an independent and impartial resource, *The Chin Family* provides free information on money management, segment-targeted programmes as well as tools that are delivered through our website, social media channels and outreach activities.

The Chin Family has launched several key campaigns on brand activation, responsible borrowing, parenting and money, festive spending and budgeting, financial scams, and also for the annual Hong Kong Money Month campaign. In between the campaigns, we also impart money management related messages on seasonal themes and lifestyle related



matters (see Appendix A for details).

We track our brand and the efficiency of our programmes closely, and have noted growing public awareness of *The Chin Family* and its impact. Through our various communication channels, we aim to reach a wide footprint across Hong Kong to make financial education pervasive and easily accessible for the general public.

Going forward we will continue to widen our reach and increase the momentum of our financial education resources and support to engage the public on a wide range of topics including money management, retirement planning, investing, financial and fraud prevention etc. through our social media channels, as well as advertising which will form part of our overall publicity strategies and plans, and complement public relations, stakeholder engagement and effective content development.

3. Invitation to tender and interpretation

The IEC invites Tenderers to submit written proposal(s) on the provision of social media and advertising services.

In this document, the following terms shall have the following meanings:

“Project” means the project described in Section 4;

“Tenderer” means the person(s) or corporation(s) tendering for the Project;

“Contract” means a formal agreement to be entered into between the IEC and the Contractor in relation to the Project containing such terms and conditions as the parties shall agree including (but not limited to) those terms set out in Section 6 hereof (unless the same shall have been modified by the IEC); and

“Contractor” means the Tenderer whose tender is accepted by the IEC.



4. Project overview, requirements and deliverables

This tender consists of five major tasks A and B as set out below, tenderers are required to provide separate proposals for the following if they are interested in servicing IEC in more than one of the following areas:

4.1 **TASK A: The Chin Family Facebook page and YouTube – (1) maintenance and (2) advertising services for The Chin Family ongoing Facebook feeds**

4.2 The term of this service is two years commencing from 1 April 2019 to 31 March 2021

4.3 Objectives and expected outcomes

- (a) Raise public awareness of and engagement with The Chin Family consumer brand; reinforce and sustain our brand values - fun, approachable, useful, trustworthy and knowledgeable. Appeal to the emotional and practical needs of the general public and our target segments, and make The Chin Family a resource to turn to for personal and household money matters.
- (b) Deliver effective and engaging content: quality content and storytelling plays an important role in inspiring behavioural change and stimulating conversations. We are looking to produce user-centric, practical, balanced and dynamic content to encourage our audiences to learn and take action to manage their finances.

4.4 Maintenance part - major deliverables

In the ongoing Facebook and YouTube platform of The Chin Family, the Contractor is expected to review and develop:

- (a) Content strategy, key messages, communication materials (videos, graphics, etc) in line with the brand's value propositions, personalities, tone and manner;
- (b) Marketing and promotion plans, and prepare detailed proposals and implementation tactics to build and maintain momentum of social media
- (c) Platforms to align with brand activation and engagement strategy and campaigns; and to support daily operations and regular education and corporate activities;
- (d) The full set of creative and production materials including but not limited to messages/news feeds, videos, visuals, infographics, photos, collaterals. Review the materials from brand communications and promotion platforms and adapt as appropriate for use in social media platforms;
- (e) Monitoring, evaluation and reporting mechanisms for all initiatives and platforms as well as propose key performance indicators to ensure the objectives and outcomes of the Project.
- (f) YouTube of The Chin Family will continue to be a video repository of The Chin Family. The Contractor is expected to manage The Chin Family YouTube platform such as creating the video playlists, uploading the videos, proposing tags for searching functions and monitoring the platform, etc.



4.5 Advertising services for The Chin Family Facebook page

Advertising services required by the IEC include:

(a) Consulting

1. Advise on the overall media placement strategies and direction for the advertising campaigns/ ongoing regular feeds posted on The Chin Family Facebook in achieving the objectives set by the IEC.
2. Recommend the budget allocation among these regular feeds, and social media channels/ publishers/ key opinion leaders/ micro-influencers and budget allocation among these media for advertising campaigns and explain the rationale behind those recommendations.
3. Prepare detailed media placement plans and clear materials specification and deadlines.
4. Develop evaluation and reporting mechanisms.
5. Propose key performance indicators to ensure the objectives and outcomes are met.

(b) Placement

6. Place advertisements in agreed formats and ad targetings based on the approved media placement plans.
7. If necessary and appropriate, develop creatives such as visuals and short videos.

(c) Monitoring

8. Verify whether the approved media plans have been duly and fully executed as scheduled and within budget.
9. Seek prior approval from the IEC in the event of any variations/ modifications of the media plans and provide justifications for such changes.
10. Evaluate and recommend if any improvements need to be made, while advertisements are being run, as applicable.

(d) Reporting

11. Provide detailed monthly reports and/ or log sheets for advertisements which are carried on an ongoing basis.
12. Provide monthly update before completion of campaign for major advertising campaigns.
13. Prepare a detailed post-campaign report within four(4) weeks after the completion.
14. Provide annual analysis of the performance of advertisements during the year.

(e) Market intelligence

15. Provide regular update on media scene and effective promotion platforms and tools and alert on special advertising offers.
16. Share findings of reports or surveys on areas which include but are not limited to consumers' media consumption habits and advertising case studies.

4.6 Deliverables



- (a) Media plans of advertising campaigns/ ongoing regular feeds of The Chin Family Facebook page:
 - 1. Recommendations on overall advertising strategies and approach as well as the rationale behind such recommendations.
 - 2. Media plans with details including but not limited to ad formats/ tools, frequencies, size/ share or voice, buying model, duration, targeting and costs (nett, agency commission and any third party costs).
- (b) Monthly updates should include:
 - 1. Performance data
 - Track the number of engagements (e.g. reaction, comment, share, view, link click, app download etc) and engagement rate of advertisements and in the event of boosting, of The Chin Family feeds.
 - 2. Evaluation and analysis of advertisements
 - Explain the implications of and lessons learnt from the above data for enhancing the effectiveness of future advertisements/ campaigns.
- (c) Annual review should include:
 - 1. Tracking of trends and updates on changes of media landscape.
 - 2. Analysis of overall performance by factors including but not limited to (and if applicable) reach, traffic, level of engagement and cost efficiency.
 - 3. Recommendations on adjustments of future advertising strategies and plans.
- (d) Tenderers are welcome to propose additional, value-added deliverables and/ or performance pledges from which advertisements of The Chin Family can benefit in their proposal(s).

Note: KPIs for regular Facebook feeds are in place, while KPIs vary subject to the campaign objectives for advertising campaigns. More details will be provided upon request of interested bidders.

- 4.7 **TASK B: The Chin Family Instagram – (1) Set up and maintenance and (2) advertising services for The Chin Family ongoing Instagram feeds**
- 4.8 The term of this service is two year commencing from 1 April 2019 to 31 March 2021.
- 4.9 Objectives and expected outcomes
 - (b) Raise public awareness of and engagement with The Chin Family consumer brand; reinforce and sustain our brand values - fun, approachable, useful, trustworthy and knowledgeable. Appeal to the emotional and practical needs of the general public and our target segments, and make The Chin Family a resource to turn to for personal and household money matters.
 - (c) Deliver effective and engaging content: quality content and storytelling plays an important role in inspiring behavioural change and stimulating conversations. We are



looking to produce user-centric, practical, balanced and dynamic content to encourage our audiences to learn and take action to manage their finances.

4.10 Maintenance part - major deliverables:

Set up and maintain social media presence for The Chin Family on Instagram, the Contractor is expected to review and develop:

- (a) Content strategy, key messages, communication materials (videos, graphics, etc) in line with the brand's value propositions, personalities, tone and manner;
- (b) Marketing and promotion plans, and prepare detailed proposals and implementation tactics to build and maintain momentum of social media
- (c) Platforms to align with brand activation and engagement strategy and campaigns; and to support daily operations and regular education and corporate activities;
- (d) The full set of creative and production materials including but not limited to messages/news feeds, videos, visuals, infographics, photos, collaterals. Review the materials from brand communications and promotion platforms and adapt as appropriate for use in social media platforms;
- (e) Monitoring, evaluation and reporting mechanisms for all initiatives and platforms as well as propose key performance indicators to ensure the objectives and outcomes of the Project.

4.11 Advertising services for The Chin Family ongoing Facebook feeds

Advertising services required by the IEC include:

- (a) Consulting
 1. Advise on the overall media placement strategies and direction for the advertising campaigns/ ongoing regular feeds posted on The Chin Family Instagram in achieving the objectives set by the IEC.
 2. Recommend the budget allocation among these regular feeds, and social media channels/ publishers/ key opinion leaders/ micro-influencers and budget allocation among these media for advertising campaigns and explain the rationale behind those recommendations.
 3. Prepare detailed media placement plans and clear materials specification and deadlines.
 4. Develop evaluation and reporting mechanisms.
 5. Propose key performance indicators to ensure the objectives and outcomes are met.
- (b) Placement
 6. Place advertisements in agreed formats and ad targetings based on the approved media placement plans.
 7. If necessary and appropriate, develop creatives such as visuals and short videos.
- (c) Monitoring
 8. Verify whether the approved media plans have been duly and fully executed as



scheduled and within budget.

9. Seek prior approval from the IEC in the event of any variations/ modifications of the media plans and provide justifications for such changes.
10. Evaluate and recommend if any improvements need to be made, while advertisements are being run, as applicable.

(d) Reporting

11. Provide detailed monthly reports and/ or log sheets for advertisements which are carried on an ongoing basis.
12. Provide monthly update before completion of campaign for major advertising campaigns.
13. Prepare a detailed post-campaign report within four (4) weeks after the completion.
14. Provide annual analysis of the performance of advertisements during the year.

(e) Market intelligence

15. Provide regular update on media scene and effective promotion platforms and tools and alert on special advertising offers.
16. Share findings of reports or surveys on areas which include but are not limited to consumers' media consumption habits and advertising case studies.

4.12 Deliverables

(a) Media plans of advertising campaigns/ ongoing regular feeds of The Chin Family Instagram:

1. Recommendations on overall advertising strategies and approach as well as the rationale behind such recommendations.
2. Media plans with details including but not limited to ad formats/ tools, frequencies, size/ share or voice, buying model, duration, targeting and costs (nett, agency commission and any third party costs).

(b) Monthly updates should include:

1. Performance data

Track the number of engagements (e.g. reaction, comment, share, view, link click, app download etc) and engagement rate of advertisements and in the event of boosting, of The Chin Family feeds.

2. Evaluation and analysis of advertisements

Explain the implications of and lessons learnt from the above data for enhancing the effectiveness of future advertisements/ campaigns.

(c) Annual review should include:

1. Tracking of trends and updates on changes of media landscape.
2. Analysis of overall performance by factors including but not limited to (and if applicable) reach, traffic, level of engagement and cost efficiency.
3. Recommendations on adjustments of future advertising strategies and plans.

(d) Tenderers are welcome to propose additional, value-added deliverables and/ or



performance pledges from which advertisements of The Chin Family can benefit in their proposal(s).

- 4.13 Tenderers are welcome to submit proposal(s) for one, more than one, or all of the tasks (i.e. submission in any combination of Task A/B), in view of the Contractor's required experiences and expertise. The IEC is at its discretion to award specific area(s) of work listed in Section 4 to suitable Contractor(s) based on its/ their capability, relevant experience, project team, scope and depth of service, resource commitment and fees structure etc.

The proposal(s) should include the following items:

- (a) Description of the scope and depth of service on offer
- (b) Agency credentials, including background, award and past three years' billings
- (c) Account servicing team, including teammates' name, title and experience
- (d) Overall advertising strategies for The Chin Family in view of Section 2 and 4
- (e) Samples of (1) media placement plan; (2) post-campaign report, and evaluation and analysis; and (3) annual review to demonstrate levels of detail of advertising work the agency will be conducting through different media channels for IEC under Services requirements and Deliverables.
- (f) Fee structure, including amounts of fee or rates of commission for each area under Task A to B listed in Section 4 (if applicable) charged by the Tenderer, any volume discount and/ or rebate obtained from the media (which may result from the IEC placement or from the inclusion of the IEC placement as part of any bulk advertising commitment by the Tenderer to the media) and any items which could incur costs charged by third parties.

Please refer to Section 7.3 for "Evaluation of proposals".

Budget indication (annual fee):

Item	Project management and production fee/ Media placement fee
Task A The Chin Family Facebook page and YouTube – (1) maintenance and (2) advertising services for The Chin Family ongoing Facebook feeds/ advertising campaigns on social media	(1) HK\$700-750k (2) Subject to the budget availability, it will be billed according to the actual expenses (nett media cost, agency commission and any third party costs on a monthly basis)
Task B The Chin Family Instagram – (1) set up and maintenance and (2) advertising services for The Chin Family ongoing Instagram feeds/ advertising campaigns on social media	(1) HK\$500-550k (2) Subject to the budget availability, it will be billed according to the actual expenses (nett media cost, agency commission and any third party costs on a monthly basis)



5. Timeline

Date	Deliverables
12.00 noon, 7 January 2019	Deadline for submission of tender
Week of 21 January 2018	Presentation by shortlisted tenderers ¹
Week of 28 February 2019	Appointment of contractor
By end of March 2019	Signing of Contract

6. Notes to Tenderers

6.1 Insurance

Without prejudice to the Contractor's liability to indemnify the IEC under the Contract, the Contractor shall at its own expense maintain for the benefit of, and in the joint names of, the Contractor and the IEC the following insurance policy covering the period from the date of the Contract to the completion of the Project:

Public Liability Insurance - in respect of personal injury, death, loss and damage to property, up to an indemnity limit of HK\$10,000,000 per occurrence, arising out of or being caused by the carrying out of the Contract by the Contractor, its employees or agents.

6.2 Intellectual property

Subject to the terms of the royalty and other relevant copyright agreements, the IEC shall have full, unrestricted and exclusive rights to use the products and services listed out in Section 4, including the right to broadcast, show and disseminate them in any media and its IEC website and to exploit the products for any purpose, and the right to make any future adjustments to the contents of the products.

The Contractor is not allowed to use the products for any purpose other than those set out in the Contract, without the prior consent and authorisation of the IEC in writing.

The Contractor shall warrant that the Project or any part of it produced by the Contractor 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 the IEC for any such claim, liability, proceedings and costs arising therefrom.

6.3 Financial reports

Before signing of the Contract, the Tenderer must provide proof of their financial position

¹ Presentation may or may not be required



for vetting by the IEC.

6.4 Publicity

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

6.5 Environmental requirements

The Contractor shall take all precautions to avoid any nuisance or damage to the environment arising from the execution of the Contract.



7 Guidelines for Tenderers on proposal submission

These guidelines are intended to provide Tenderers with guidance on the procedure for submitting their proposals and the approach that the IEC will generally adopt in assessing such proposals. They do not bind, and are not intended to bind, the IEC in any way. The IEC reserves the right to accept or reject all or any part of all or any proposal. The IEC is not bound to accept the lowest or any tender submitted.

7.1 Preparation and submission of proposals

(a) What must the proposals cover?

In your proposal, the charges for each item must be separately quoted with the total cost for the production.

Tenderers may propose alternatives to the IEC's conditions and requirements if they consider that such conditions and requirements are either not feasible or do not provide the IEC with the best solution in the circumstances.

(b) What form must the proposals take?

All proposals must be submitted in writing.

One hardcopy of each proposal must be provided, together with a softcopy on CD-ROM or DVD-ROM or USB. The softcopy should be in Microsoft Word format (version 6 or above) or Adobe Acrobat format (version 4 or above).

The IEC will not consider any proposal that is submitted in writing but without the accompanying softcopy.

(c) To whom must the proposals be submitted?

Written proposals should be marked with the reference "Social media and advertising services", "Task A/B" (task to be submitted), and must be submitted in a sealed envelope and deposited into a TENDER BOX at the following address:

**Investor Education Centre
c/o Securities and Futures Commission
30th Floor, Cheung Kong Center
2 Queen's Road Central
Hong Kong**

(d) What is the deadline for submission of the proposals?

Proposals must be received by the IEC at the above-mentioned address **on or before 12.00 noon on 7 January 2017**.

The IEC will not consider any late proposals.

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.

(e) How must proposals be set out?

Each proposal must be separated into the following parts:

- A. Technical Part describing the proposal, project plan and schedule;
- B. Price Schedule; and
- C. Letter:
 - a. offering to carry out the works described in the Technical Part for the prices detailed in the Price Schedule in compliance with the payment and other terms set out in Section 4 of this invitation to tender;
 - b. stating the period that the offer is to remain open;
 - c. undertaking to negotiate in good faith to finalise promptly the Contract and to commence work immediately thereafter;
 - d. containing an acknowledgement and agreement that the IEC:
 - is not bound to accept the lowest tender or any tender;
 - reserves the right to make changes to the specifications; and
 - will not defray any expenses incurred in tendering and/or in negotiating the Contract, whether successful or otherwise
 - e. signed by the Tenderer (in the case of an individual) or a duly authorised officer of the Tenderer (in the case of a company).

For the proposal's hardcopy as well as its softcopy, the Technical Part, the Price Schedule and the Letter must be submitted as separate documents and be placed in separate envelopes. The envelope containing the Technical Part must be clearly marked "Technical Proposal". The envelope containing the Price Schedule must be clearly marked "Price Schedule". The envelope containing the Letter must be clearly marked "Offer Letter". Price information **must not** be specified in the Technical Part.

Details in relation to what should be specified in each part are set out in Appendices B (Technical Part) and C (Price Schedule) to this invitation to tender.

(f) How long should Tenderers' offers remain open?

By making a proposal in response to this invitation to tender, the Tenderer will be treated as having made an offer to the IEC. The Tenderer should clearly state in its proposal how long its offer will remain open.

In order to allow the IEC sufficient time to consider all proposals validly submitted, Tenderers should keep their offers open for at least 90 days from the closing date of this invitation to tender. If this cannot be done, the reason must be stated in the proposal.

(g) How will the documents of unsuccessful Tenderers be handled?

Documents of unsuccessful Tenderers will be destroyed by the IEC.



7.2 Queries regarding this invitation to tender or proposals made in response

- (a) What if the IEC has any queries about a particular proposal?

If the IEC considers that any aspect of a proposal requires clarification from the Tenderer, the IEC may request that the Tenderer:

- A. supplements its proposal; or
- B. answers the IEC's queries orally or in writing, or in any manner that the IEC deems fit.

- (b) What if the Tenderer has any queries?

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

Ms Jill Tan

Head of Communications and Resources
Investor Education Centre
21st Floor, Cheung Kong Center
2 Queen's Road Central, Hong Kong
Telephone: 2700 6018
Fax: 2297 3300
Email: jilltan@hkiec.hk

Ms Crystal Lau

Assistant Manager
Investor Education Centre
21st Floor, Cheung Kong Center
2 Queen's Road Central, Hong Kong
Telephone: 2700 6026
Fax: 2297 3300
Email: crystallau@hkiec.hk

7.3 Evaluation of proposals

- (a) How does the IEC evaluate valid proposals that it receives?

There are two parts to the IEC's evaluation process in the order of: (1) evaluation of the Technical Part and (2) evaluation of the Price Schedule. The Price Schedule will only be considered **after** the IEC has evaluated the Technical Part. While pricing is one of the considerations, the IEC will **not** make any selection based solely on price. So the lowest of any tenders will not necessarily be accepted.



Evaluation of the Technical Part

The IEC will generally evaluate the technical aspects of each proposal according to the following criteria:

1. Feasibility of implementation plan, execution and management support to the Project, completeness and adequacy of the proposal according to the requirements as stipulated in this invitation to tender (including the time allowed for completion of the Project)	20%
2. The Tenderer's background and related experience which the Tenderer has in conducting similar project of this scale; background and structure of the project team and their knowledge of the Project's objectives Background and experience in serving sizable institutions – demonstrates how the Tenderer's experience can adopt and cope with the scope and depth of services required. A portfolio of previous/existing clients or projects will be useful to showcase the relevant experience in serving clients comparable to the IEC. Profile of the account servicing team(s) – demonstrates the team's relevant experiences and competence in serving the IEC. Connections and resources – demonstrates Tenderer's capability and flexibility of extending the service scope from existing channels to other areas such as marketing tactics as well as new media advertising as a result technological changes. Business continuity plan – shows how business continuity obligations can be met amid crises which may include change of important personnel, abrupt closure of media channels, depletion of inventory, loss of critical information and loss of access to office building.	30%
3. Quality of proposal Proposed ideas and sustainable development for IEC – demonstrates how to lift up The Chin Family's brand awareness among the public, as well as how much potential that the proposal can be carried on and further enhanced in the subsequent 2 years. Overall advertising strategies – demonstrates how advertising handled by the Tenderer can uplift The Chin Family's brand awareness among the public Working process and mechanisms – shows the feasibility and efficiency of implementation and execution, as well as management support	20%
4. Cost effectiveness, capability of performing more than one Task, company ability to negotiate with media organisations, performance pledge and execution efficiency	30%



The IEC reserves the right to shortlist the Tenderers, based on the above-mentioned criteria and only the shortlisted Tenderers shall be required to make presentations of their proposals for the IEC's final evaluation.

7.4 Notification of results and rejection of proposals

The IEC will notify each Tenderer by post and/or e-mail within 14 days upon the finalising of its shortlist of tenderers as to whether or not the tenderers have been shortlisted by the IEC.

The IEC will notify each shortlisted Tenderer by post and/or e-mail within 14 days of IEC finalising its selection process as to whether or not its tender has been accepted by the IEC.

The IEC retains the right to reject any or all tenders submitted for any reason whatsoever.

7.5 Acceptance

No tender (or part thereof) shall be taken to have been accepted by the IEC unless and until the execution of the Contract by the IEC and the Contractor.

8. Payment and other terms

8.1 Payment terms

The IEC has a performance-based payment policy, under which payments will generally be made to the Contractor on actual delivery of services or products.

Wherever possible, and if the IEC considers appropriate in the circumstances, the IEC may make payments to the Contractor for each phase of the Project subject to agreement with the Contractor.

8.2 Termination of service

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 products and of a comparable standing in the industry but if for whatever reason, the IEC in its opinion concludes that the Contractor is in breach of the Contract or does not provide the level of services required by the IEC, the IEC shall have the right to terminate the Contract by notice in writing to the Contractor.

8.3 Revision of tenders

Revisions are not normally permitted unless in cases of manifest error or where the IEC has consented to the changes as when revisions are necessitated by detailed discussions or changes to project or specification requirements. All revisions or amendments must be



made and documented in writing and signed by both the IEC and the Tenderer.

8.4 Sub-contracting of services

If the Tenderer wishes to sub-contract any part (or all) of its obligations under its proposal (e.g. shooting), this must be clearly specified in the proposal. The Tenderer must also clearly specify in the proposal the precise services or obligations intended by the Tenderer to be sub-contracted. Tenderers shall seek prior written approval from the IEC for the sub-contractors they propose. The IEC reserves the right to disapprove any proposed sub-contracting or reject any sub-contractors proposed by the Tenderer.

8.5 The incorporation of proposals into the Contract signed with the IEC

Any proposals and responses to the IEC's inquiries submitted by the Contractor may form part of the Contract made between the IEC and the Contractor.

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 IEC 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 in the proposal.

8.6 Confidentiality and avoidance of conflicts

The Contractor shall undertake that it and its sub-contractors shall keep all information concerning the IEC that comes into its possession confidential save and except information which is already available to the public but not as a result of any leakage of such information by the Contractor. All information, documents, drawings, samples, models, etc relating to the IEC (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 D). Each Tenderer shall at the completion of the tender process, upon request, return to the IEC all Confidential Information together with all copies and extracts thereof in whatever medium it has been recorded.

8.7 Cost and expenses

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

8.8 Conflicts of interest

The Tenderer must have no interest which conflicts, or has the potential to conflict, with its duties to the IEC under the proposal. If the Tenderer has any interest which conflicts, or has the potential to conflict, with its duties to the IEC under the proposals, the Tenderer should clearly state this in the proposal. This requirement extends to the Tenderer's associates, associated persons, group companies and each member of the Tenderer's professional staff (and their associates and associated persons).



Appendix A

IEC Researches

IEC has done an array of research to monitor the financial literacy level of Hong Kong people and identifying the knowledge and capability gaps that need to be filled.

Here are some of the research studies we have conducted over the past few years:

<http://www.thechinfamily.hk/web/iec/en/research/>

The Chin Family Facebook page

<https://www.facebook.com/thechinfamilyhk/>

The Chin Family YouTube channel

<https://www.youtube.com/channel/UCQe1XbhuvNVY12QA6H87Hlg>

The Chin Family previous advertising campaigns

April 2016	Brand activation campaign
November 2016	Responsible borrowing campaign
July 2017	Parenting and money campaign
July 2017	Summer kids event - Future Me
November 2017	Festive spending and budgeting campaign
March 2018	Hong Kong Money Month
June 2018	Plan for your future campaign
August 2018	Summer kids event – Good Old Times
November 2018	Beware of financial scams campaign

The Chin Family advertising campaigns in 2019 (tentative)

July 2019	Summer kids event
November 2019	Financial education campaign
March 2020	Hong Kong Money Month



Appendix B – The technical part

The Tenderer is free to include any information that it considers to be relevant to its proposal. However, **as a minimum**, this part should contain all of the following:

Table of contents

1. Executive summary

This section should provide a full summary of the proposal.

2. The proposal and service plan

This section should describe the proposal in detail and explain how the proposal meets the conditions and requirements set out in Sections 3 and 4, and describe any limitations and compatibility issues associated with the proposal.

3. Exceptions to the IEC's conditions and requirements

If the Tenderer wishes to propose alternatives to the IEC's conditions and requirements, these alternatives should be specified here. The Tenderer should explain:

- (a) why the IEC's conditions and requirements do not provide the IEC with the best solution in the circumstances; and
- (b) the ways in which the Tenderer's alternatives are better.

4. Vendor profile and credentials

The Tenderer should provide full details of its company profile. This should include the following:

- (a) the company's organisation, background and history;
- (b) the company's financial strength, supported by an audited report or financial summary;
- (c) a list of clients served in the past three years and a list of awards received for works similar to the Project handled in the past three years (if any);
- (d) its experience in and references for similar projects, especially those involving work done for statutory or public bodies;
- (e) other relevant information (eg sample works); and
- (f) names, years of experience and profiles of key personnel to be assigned to implement the Project.

5. Appendices

(a) Project team and structure

Names, qualifications and work experience of persons proposed to be assigned to



implement the Project and the team structure.

(b) Other relevant information

The Tenderer can include any other information that it considers to be relevant to its proposal.

(c) Contact details

The tender should include details of all contact persons.



Appendix C - Price Schedule

This part should contain all of the following:

1. Fees schedule

1.1 Fees

- (a) All fees must be quoted in Hong Kong Dollars.
- (b) All fees should be properly itemized and explained.
- (c) The price quoted should be net and where applicable, they shall include trade and cash discounts and all expenses incidental to the due and proper performance of the Contract by the Contractor.
- (d) Price quoted

It will be assumed, unless the Tenderer clearly stipulates otherwise, that the price quoted by the Tenderer will remain valid and unchanged for the duration of the Contract. If, however, the Tenderer wishes to submit a conditional offer which contains a price variation clause, he may do so, with the clear understanding that such an offer may prejudice the award of the Contract. In any such case the basis of the price variation formula should be clearly stipulated and accepted by the IEC in writing.

(e) Accuracy of tender prices

Tenderers should make sure that the prices quoted are accurate before submitting their quotations. Under no circumstances will the IEC accept any request for price adjustment on grounds that a mistake has been made in the tender price quotation.

1.2 Payment terms and arrangements

Payment must correlate with major milestone dates or achievements or deliveries, in accordance with the IEC's performance-based payment policy (see Section 8 "Payment and other terms" above).

1.3 Agreement or Acknowledgement

The Fee Schedule shall also include an agreement or acknowledgement that the IEC:

8.8.1.1 is not bound to accept the lowest quotation;

8.8.1.2 reserves the right to make changes to the specifications and conditions under the Invitation to Tender; and

8.8.1.3 will not defray any expenses incurred in the tendering process and/or negotiating the Contract, whether successful or otherwise.



Appendix D - Confidentiality acknowledgement

Note to prospective Tenderers

The IEC is a wholly owned subsidiary of the Securities and Futures Commission ("Commission") created under the Securities and Futures Ordinance ("SFO"). Provisions under the SFO may, to the extent applicable, apply to the performance of function(s) delegated to the IEC, as circumstances require.

You should, in particular, be aware that statutory provisions require -

Preservation of secrecy pursuant to section 378 of the SFO and in particular subsection (1) of that section.

Avoidance of conflict of interests pursuant to section 379 of the SFO and in particular subsections (1), (2) and (3) of that section.

S.378 of the SFO binds you and in particular ss. (1) of that section which provide as follows:

- (1) Except in the performance of a function under, or for the purposes 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 in carrying into effect 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 S.378(1) OF THE SECURITIES AND FUTURES ORDINANCE YOU COMMIT AN OFFENCE UNDER S.378(10) OF THAT ORDINANCE. ANY PERSON WHO COMMITS AN OFFENCE UNDER S.378(10) IS LIABLE:

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

S.379 of the SFO binds you and in particular ss. (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 this Ordinance; 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. 32);
- (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 realize the securities or structured product for the purpose of repaying money secured under paragraph (d); or
- (f) to realize 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 S.379(1) AND/OR S.379(3) OF THE SECURITIES AND FUTURES ORDINANCE YOU COMMIT AN OFFENCE UNDER S.379(4) OF THAT ORDINANCE. ANY PERSON WHO COMMITS AN OFFENCE UNDER S.379(4) IS LIABLE:

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

The term "specified person" is defined in Section 378 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.

"person" has the meaning attributed to it in s.3 of the Interpretation and General Clauses Ordinance Cap.1 which provides that "person" includes any public body or any body of persons, corporate or incorporate, and this definition shall apply notwithstanding that the word "person" occurs in the provision creating or relating to an offence or for the recovery of any fine or compensation.

