



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

Invitation to Tender for the provision of interior design and construction services for “Office Renovation 2014”

21 May 2014



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This document contains information that is confidential and proprietary to the SFC and which is provided for proposal purposes only. This information shall be restricted to those involved in responding to this Invitation to Tender and should not be published, disclosed to others, used for any other purpose, or duplicated in whole or in part.



1. Background

The Securities and Futures Commission (“SFC”) currently occupies a total of six whole floors (21/F, 30/F, 31/F, 32/F, 33/F, and 35/F) and Unit 3601 on 36/F, or approximately 125,000 sq ft (gross) in the Cheung Kong Center (“CKC”). We intend to take up additional office space at CKC to accommodate new headcount and to provide some reserved space for future expansion.

We are scheduled to take possession of part of 46/F (approximately 14,000 sq ft) at CKC on 1 July 2014. The premises will be handed over to the SFC in a “bare-shell” condition together with a ceiling system and a raised floor system including electrical and mechanical facilities and fire services in accordance with the Landlord's standard specifications, on an open plan layout. The basic information of the new premises at CKC is as follows:

Building:	Cheung Kong Center, 2 Queen's Road Central, Central
Floors:	Unit 4601, 4603 & 4605 on 46/F
Total Area:	14,008 sq ft (Gross)
Premises available:	1 July 2014

We also plan to reorganize the location of some of our people, current seating on 30/F, 31/F and 35/F, to allow better space utilization. We estimated that the restacking work will involve around 5,000 sq ft of office space.



2. Invitation to Tender and Interpretation

The SFC invites tenders containing proposals for the provision of **interior design** and **construction** services of “**Office Renovation 2014**” with scope of work specified in section 3.

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

“Project” means the project described in section 3 hereof;

“Contract” means a formal agreement to be entered into between the SFC and the successful Tenderer 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 5 hereof (unless the same shall have been modified by the SFC);

“CKC Landlord” means the landlord of the Premises; and

“Tenderer” means the person or persons or corporation tendering for the Project.

If the Tenderer wishes to propose a different project approach, the alternative scope of work and other term and conditions should be clearly specified in the proposal. The SFC shall not be liable to pay any costs arising out of or incidental to any preparation, submission, enquiry, clarification, negotiation or cancellation of this tender nor shall the SFC be under any obligation to disclose or discuss the assessment result of this tender with any of the Tenderers.

This is an invitation to offer and:

- (i) The SFC shall not be bound to accept the offer with the lowest fee proposal;
- (ii) The SFC shall not be bound to accept any offer or to make any appointment under this tender;
- (iii) The SFC reserves the right not to consider any proposal that does not meet the SFC's requirements; and
- (iv) The SFC reserves the right to negotiate with any Tenderer about any terms, conditions, clauses, paragraphs or parts of this tender, including any part of its technical and fee proposals, prior to award of contract.



3. Our Requirements

3.1 Scope of Work

The Tenderer will be required to provide full interior design and construction services for “**Office Renovation 2014**”, taking into consideration the overall design of existing floors to achieve a unified look and feel. The services to be provided by the Tenderer shall include but not be limited to the following:

- (i) Facility and space planning
- (ii) Interior design
- (iii) Hub rooms to connect with the main server room
- (iv) Selection and coordination of furniture, and reuse of existing furniture where possible
- (v) Design of all internal signage
- (vi) Advice on access security system
- (vii) Advice on air-conditioning system
- (viii) Management of any sub-contracted specialist such as Mechanical & Electrical, Structural, Lighting, Audio Visual, Air-conditioning, Mechanical Ventilation, Fire Safety, Plumbing and Drainage, Security, Telecommunications, Computer Systems, etc
- (ix) Design and construction programs
- (x) Documentation for construction
- (xi) General construction
- (xii) Construction administration
- (xiii) Budgetary control
- (xiv) Removalist management
- (xv) Audio-visual equipment selection

In performing the services, the successful Tenderer will be required to:

- (i) Ensure that its contractors, workmen, servants and agents in carrying out fitting-out work comply with the requirements of the CKC Landlord regarding the fitting-out of the premises and the Regulations and Fit-Out Handbook issued by the CKC Landlord as well as all the instructions and directions given by the CKC Landlord’s servants, agents, contractors, workmen, architect, project manager and other authorised representatives;
- (ii) Engage suitably qualified engineers to prepare proper building services plans regarding the installation and layout of the air-conditioning, mechanical ventilation, fire services, electrical, plumbing and drainage systems in the premises and carry out the said building services works by the CKC Landlord’s nominated contractors;
- (iii) Ensure that its contractors, workmen, servants and agents carry out their work of fitting out CKC in a manner such that the SFC is not in breach of the terms of the Lease of CKC (for ease of reference some relevant provisions of the Lease of CKC are reproduced at Annex F).



3.2.2 Seating and facilities requirement for 46/F

46/F	
Seating requirements	
ED's office (~200 sf)	1
Large office (~144 sf)	12
Shared office [for two occupancy] (~144 sf)	15
Booth (~60 sf)	43
Bench (~50 sf)	8
Facilities	
Meeting room	2
Quiet room	1
Pantry	2
Utility area	2
Training room (sf)	~1,200
Storage	
Compactus (LM)	400
Other storage (LM)	400
Total area (sf)	~14,000

3.2.3 Office restacking to existing floors

Floor	Estimated Area (sq ft)	Types of modifications required
30/F	2,000	▪ Refurbishment of existing large offices ▪ Conversion of existing space into utility rooms ▪ Additional storage
31/F	1,000	▪ Relocation of existing storage to another floor ▪ Additional shared offices and booths
35/F	2,000	▪ Refurbishment of existing large and shared offices ▪ Conversion of existing space into storage and utility rooms ▪ Conversion of existing space into meeting rooms



3.3 Existing layout plans

The existing layout plans for all operational divisions/departments and common facilities (including meeting rooms, data center, libraries, storage facilities, pantries and copying rooms, etc) that are presently located at CKC (30/F to 36/F) are available upon request. **The Tenderers are expected to put forward innovative design and stacking option(s) which can best utilize the space and to provide a pleasant and comfortable work environment for our staff.**

3.4 Project Timetable

A tentative time-table of the Project is as follows:

Milestone	Target Completion Date
Issue RFP	21 May, 2014
Tender close	6 June, 2014
Tender presentation	9-13 June (to be confirmed)
Site possession (46/F CKC)	1 July, 2014
Construction (46/F CKC)	Early September, 2014 (to be confirmed)
Office move (46/F CKC)	Mid September 2014 (to be confirmed)
Restacking	End October 2014

If the Tenderer wishes to propose a different Project time-table, the alternative dates should be clearly specified in the proposal.

3.5 Insurance

The Tenderer is responsible for the acts of its contractors, workmen, servants and agents in carrying out this Project and is required to insure for and shall indemnify the SFC against claims or proceedings, arising from actions of its contractors, workmen, servants and agents, in respect of damage to property or injury to or the death of persons in the course of carrying out the Project. The policy of such insurance shall be in the joint names of the SFC and the Tenderer and endorsed to show the CKC Landlord as landlord of the Premises. The policy shall be in the sum of not less than HK\$10 million for any one claim or series of claims arising out of one event for the period of the Project.



4. Guidelines for Tenderers

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

4.1 Preparation and Submission of Proposals

4.1.1 What must the proposals cover?

Your proposal must be presented in sufficient detail to cover the matters set out under “Our Requirements” in section 3 above.

Each proposal must be separated into the following parts:

- (a) a **Technical Part** describing the proposals (including all information set out in Annex A);
- (b) a **Price Schedule** (including all information set out in Annex B); and
- (c) a **Covering Letter**:
 - (i) 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 5 of this Invitation to Tender;
 - (ii) stating the period that the offer is to remain open;
 - (iii) undertaking to negotiate in good faith to finalize promptly the Contract and to commence work in accordance with the timetable set out in the proposal;
 - (iv) containing an acknowledgement and agreement that the SFC :
 - a. is not bound to accept the lowest tender or any tender;
 - b. reserves the right to make changes to the specification; and
 - c. will not defray any expenses incurred in tendering and/or in negotiating the Contract, whether successful or otherwise
 - (v) signed by the Tenderer (in the case of an individual) or a duly authorized officer of the Tenderer (in the case of a company or partnership).

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

For both hardcopy and softcopy of the proposal, the Price Schedule must be submitted as a separate document and be placed in a separate envelope. The envelope containing the Price Schedule must be clearly marked “Price Schedule.” Price information **must not** be specified in the Technical Part or the Covering Letter.

4.1.2 Personnel

Resumes of all proposed personnel must be provided in the proposal including the name, current level and originating office in the Tenderer’s organisation. The SFC reserves the right to interview and to request client references for all personnel proposed.



4.1.3 What form must proposals take?

All proposals must be in both writing and electronic form. Three hardcopies of each proposal must be provided, together with a softcopy on CD-ROM. The softcopy should be in Microsoft Word format (version 2003 or above) or Adobe Acrobat format (version 6 or above). The SFC will not consider any proposal that is submitted in writing without an accompanying softcopy.

4.1.4 To whom must proposals be submitted?

Written proposals should be marked with the reference “**Office Renovation 2014**” and must be submitted in a sealed envelope and deposited to a TENDER BOX at the following address:

Securities and Futures Commission
30th Floor, Cheung Kong Center
2 Queen’s Road Central
Hong Kong

4.1.5 What is the deadline for the submission of proposals?

Proposals must be received by the SFC at the above-mentioned addresses on or before **2pm on 6 June 2012**. The SFC will not consider any late proposals.

4.1.6 How long should Tenderers’ offers remain open?

By making a proposal in response to this Invitation to Tender, a Tenderer will be treated as having made an offer to the SFC. A Tenderer should clearly state in its proposal how long this offer will remain open.

In order to allow the SFC 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.

4.2 Queries Regarding This Invitation to Tender or Proposals Made in Response

4.2.1 What if the SFC has any queries about a particular proposal?

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

- (a) supplement its proposal; or
- (b) answer the SFC’s specific queries orally or in writing, or in any manner that the SFC deems fit.

4.2.2 What if a Tenderer has any queries?

Any queries regarding this Invitation to Tender should be made to:

Leane Ma
Senior Manager
Corporate Planning, Corporate Affairs
Securities and Futures Commission



21st Floor, Cheung Kong Center
2 Queen's Road Central, Hong Kong

Telephone: 2231 1126
Fax: 2293 5686
Email: lsma@sfc.hk

4.3 Evaluation of Proposals

4.3.1 How does the SFC evaluate valid proposals that it receives?

There are two parts to the SFC's evaluation process: evaluation of the Technical Part and evaluation of the Price Schedule (in that order). The Price Schedule will only be considered **after** the SFC has evaluated the Technical Part. The SFC will **not** make any selection based solely on price.

4.3.2 Evaluation of the Technical Part

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

(a)	Understanding of the functional and technical requirements
(b)	Design concepts
(c)	Proposed stacking and layout plans
(d)	Relevant experience
(e)	Project management approach
(f)	Project team structure and dedicated personnel
(g)	Costs, fees and terms proposed

The above criteria are for reference only, which provide Tenderers an indicative guideline of their relative significance. SFC reserves the right to change the criteria and/or the weighting of any item without further notifying the Tenderers.

4.4 Notification of Results and Rejection of Proposals

Tenderers may be invited to present their proposals after the closing date of this Invitation to Tender. The SFC will notify all Tenderers by post and/or e-mail within 21 days of finalizing its selection as to whether or not they have been selected by the SFC. The SFC retains the right to reject any or all tenders(s) submitted.

4.5 Acceptance

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



5. Payment and Other Terms

5.1 Payment terms

The SFC has a performance-based payment policy, under which payments will be made on actual delivery of services or products. Wherever possible, and if the SFC considers appropriate in the circumstances, the SFC will make payments to the successful Tenderer for the Project in the following installments:

- (a) 20% of the total contract price shall be paid upon the SFC and the successful Tenderer entering into a binding Contract;
- (b) 70% of the total contract price shall be paid after completion of the Project to the satisfaction of the SFC;
- (c) 10% shall constitute the retention amount and shall be paid 12 months after the completion of the Project provided that the successful Tenderer has rectified all defects within the 12-month period.

5.2 Termination of service

The successful Tenderer 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 SFC in its opinion, concludes that the successful Tenderer is in breach of the Contract or does not provide the level of service required by the SFC, the SFC shall have the right to terminate the Contract by notice in writing to the successful Tenderer.

5.3 Sub-contracting of services

The Tenderer shall specify in the proposal such parts of its obligations under its proposal which it wishes to sub-contract to other third parties. The tender must also clearly specify the person(s) to whom the Tenderer wishes to sub-contract, and the precise services or obligations intended by the Tenderer to be subject to such sub-contract. The Tenderer will be expected to retain overall responsibility for delivery of the Contract in accordance with the terms of the proposal. SFC reserves the right to either accept or reject the subcontracting of services. The Tenderer will note that under the terms of the Lease of CKC the CKC Landlord's nominated contractors must be employed for certain works. Neither the Tenderer nor any subcontractor may assign the whole or any part of the Project to others, nor make arrangements for the vicarious performance of any part of the Project by others, without the prior written approval of the SFC.

5.4 Conflicts of interest

A Tenderer must declare that they have no interest which conflicts, or has the potential to conflict, with its duties to the SFC under the proposal. If a Tenderer has any interest which conflicts, or has the potential to conflict, with its duties to the SFC under the proposal, the Tenderer should clearly state this in the declaration form (refer to Annex C). 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).



5.5 The incorporation of proposals into Contract signed with the SFC

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

If the Tenderer intends to limit liability for damages arising from either professional negligence or non-performance under the terms of the Contract please specify what restrictions on liability are proposed. The SFC would normally expect liability limits for consultancy contracts to be expressed as a multiple of the contract price.

5.6 Anti-collusion

The Tenderer shall not communicate to any person other than the SFC the amount of any tender, adjust the amount of any tender by arrangement with any other person, make any arrangement with any other person about whether or not he or that other person should or should not tender, or otherwise collude with any other person in any manner whatsoever in the tendering process until the tenderer is notified by the SFC of the outcome of the tender exercise. Any breach of or non-compliance with this by the tenderer shall, without affecting the tenderer's liability for such breach or non-compliance, invalidate his tender. The tenderer shall submit to the SFC a duly signed letter in the form set out in Annex D. The letter shall be signed by a person authorised to sign the contract on the tenderer's behalf.

This shall have no application to the tenderer's communications in strict confidence with his own insurers or brokers to obtain an insurance quotation for computation of tender price and communications in strict confidence with his consultants / sub-contractors to solicit their assistance in preparation of tender submission.

5.7 Confidentially

The Tenderer should treat all information contained in this document, all information previously provided, and any subsequent communications with the SFC, as confidential. This information should only be used by the Tenderers to prepare responses to the tender.

The SFC is a statutory body responsible for regulating the securities and futures and leveraged foreign exchange markets in Hong Kong. In carrying out its functions, the SFC receives confidential and potentially valuable information. The successful Tenderer is required to sign a Confidentiality Acknowledgement (Annex E) and be compiled with the provisions of sections 378 and 379 of the Securities and Futures Ordinance.

5.8 SFC Specified Contract

The successful Tenderer is expected to enter into a Contract with the SFC. Any waiver, cancellation, alteration or amendment of or to any of the terms and conditions of the Contract must be agreed to by both parties and effected in writing by the successful Tenderer and the SFC.



6. Grievance Procedures

The Commission, as a public body, has a duty to conduct its affairs in a responsible and transparent manner and has put in place Public Interest Grievance Procedures. The policy on Public Interest Grievances is intended to assist persons who are engaged by or to work in/with the Commission who believe that they have discovered improper practices or misconduct relating to the running of the Commission or work related activities of employees of the Commission to report these in a constructive manner.

This policy is for any person who has an employment contract with the Commission, is on secondment to the Commission, is engaged as an independent consultant by the Commission or is a contractor or supplier of services to the Commission. Public Interest Grievances might include:

- Criminal activity, such as accepting a bribe;
- Financial or administrative malpractice;
- Misconduct or improper behaviour;
- Failure to comply with legal obligations such as those set out in the Securities and Futures Ordinance;
- Endangering occupational health or safety;
- Attempts to suppress or conceal information relating to any of the above.

The Policy on Public Interest Grievances can be found on the SFC website under "About the SFC". Please contact the Commission Secretary of the SFC if you have any questions.



ANNEX A – The Technical Part

A. 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 proposed design and approach.

2. The Proposed Design and Approach

This section should describe the proposals in detail and explain how the proposals meet the conditions and requirements set out in section 3, and describe any limitations and compatibility issues associated with the proposals.

3. Exceptions to the SFC's Conditions and Requirements

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

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

4. Tenderer Profile

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

- (a) the company's experience in similar projects;
- (b) references for similar projects; and
- (c) other relevant information.

5. Appendices

5.1 Project Team and Structure

Names, qualifications and work experience of key personnel assigned to implement the Project, the team structure and arrangements under which replacements can be made by either party;

5.2 Other relevant information

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



ANNEX B – The Price Schedule

B. The Price Schedule

This part should contain all of the following:

1. Executive Summary

This part should provide a full summary of the Project budget, and any payment arrangements.

2. Project Budget

All fees must be quoted in Hong Kong Dollars. The SFC expects tender prices to be fixed to the maximum extent possible. Where appropriate the charges for separate and distinct phases should be given.

The Project budget should include fees related to:

- (a) Interior Design
- (b) General Construction
- (c) Partitions and Associated Works
- (d) Systems furniture
- (e) Doors & Ironmongery
- (f) Floor, Ceiling and Wall Finishes
- (g) Signage
- (h) Built-in cabinetry
- (i) Electrical & Mechanical
- (j) Fire Services
- (k) Plumbing
- (l) Security System
- (m) Removalist costs
- (n) Other cost (please specify)

3. Payment Terms and Arrangements

Payment must correlate with major milestones/achievements or deliverables, in accordance with the SFC's performance-based payment policy.



ANNEX C – Declaration of Interests (Sample)

To: Securities and Futures Commission:

I hereby declare that ⁽¹⁾ :

☐ I, associated persons, group companies and each member of the my professional staff (and their associates and associated persons) have no pecuniary or other personal interest, direct or indirect, in any matter that raises or may raise a conflict with my duties under this Proposal.

☐ I, associated persons, group companies and each member of the my professional staff (and their associates and associated persons) have / potentially⁽²⁾ have pecuniary or other personal interest, direct or indirect, in certain matter that raises or may raise a conflict with my duties under this Proposal. The particulars of such matter are stated below:

(a) Persons/companies with whom/which I have official dealings and/or private interests:

(b) Brief description of my duties which involved the persons/companies mentioned in item (a) above:

Signature: _____

Name: _____

Position: _____

Company: _____

Date: _____

Note:

1. Please put a “✓” in the appropriate box
2. Delete as appropriate



ANNEX D – Declaration of anti-collusion (Sample)

To: Securities and Futures Commission:

Provision of interior design and construction services for “Office Renovation 2014”

I / We⁽¹⁾, confirm that as at the time of submission of this Proposal and other than the Excepted Communications referred to in the last paragraph below, I / We⁽¹⁾ had not communicated to any person other than the SFC the amount of any tender, adjusted the amount of any tender by arrangement with any other person, made any arrangement with any other person about whether or not I / We⁽¹⁾ or that other person should tender, or otherwise colluded with any other person in any manner whatsoever, and undertake that at any time thereafter in the tendering process for the above Project until the tenderer is notified by the SFC of the outcome of the tender exercise and other than the Excepted Communications, I / We⁽¹⁾ will not communicate to any person other than the SFC the amount of any tender, adjust the amount of any tender by arrangement with any other person, make any arrangement with any other person about whether or not I / We⁽¹⁾ or that other person should tender, or otherwise collude with any other person in any manner whatsoever.

The expression “Excepted Communications” means our communications in strict confidence with our own insurers or brokers to obtain an insurance quotation for computation of tender price and communications in strict confidence with our consultants or sub-contractors to solicit their assistance in preparation of tender submission.

Signature: _____

Name: _____

Position: _____

Company: _____

Date: _____

Note:

1. Delete as appropriate.



ANNEX E – Confidentiality Acknowledgement (Sample)

NOTE TO PROSPECTIVE TENDERERS

You should 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(1) of the SFO provides 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(1), (2) and (3) of the SFO 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, futures contract, leveraged foreign exchange contract, or an interest in securities, 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 effects or causes to be effected by reference to any of his rights as such holder -
 - (a) to exchange the securities or convert them to another form of securities;
 - (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 dispose of a right to subscribe for other securities;
 - (d) to charge or pledge the securities to secure the repayment of money;
 - (e) to realize the securities for the purpose of repaying money secured under paragraph (d); or
 - (f) to realize the securities 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, regulated investment agreement, or an interest in any securities, futures contract, leveraged foreign exchange contract, collective investment scheme or regulated investment agreement -
 - (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; or
 - (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
 - (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 S379(4) OF THAT ORDINANCE. ANY PERSON WHO COMMITS AN OFFENCE UNDER S.379(4) IS LIABLE –

- (a) on the 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 Schedule 1 to 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.

Signature: _____

Name: _____

Position: _____

Company: _____

Date: _____



ANNEX F – Some provisions in the Lease of CKC relevant to fitting out and removal

The SFC agrees with the Landlord in Section III of the Lease -

- “3. (a) To fit out the Premises in a style and manner appropriate to a high class commercial building and in accordance with such plans design and specifications (including, but not limited to the electrical wiring diagram and air-conditioning and mechanical ventilation plans) as shall have been first submitted to and approved in writing by the Landlord (such approval not to be unreasonably withheld or delayed) in a good and proper workmanlike fashion and so to maintain the same throughout the said term in good condition and repair to the satisfaction of the Landlord. The Tenant in carrying out such work shall obey and comply with and to ensure that his contractors, workmen, servants and agents comply with the requirements and provisions in this Lease regarding the fitting-out of the Premises and the rules and regulations as may from time to time be adopted by the Landlord in accordance with Section X hereof and as stipulated in the Fit-out Handbook to be issued by the Landlord and signed by the Tenant prior to commencement of the Tenant's works.
- (b) To fit out the Premises in accordance with such ordinances or other governmental rules and regulations as shall from time to time be in force during the said term and to maintain, add to, modify or alter the same in accordance with such ordinances, rules and regulations as are in force from time to time. The Tenant shall in carrying out the works hereunder use only such contractor as shall be approved by the Landlord in writing (such approval not to be unreasonably withheld or delayed).
- (c) (i) Before carrying out any internal decoration partitioning alteration and fitting out works (including but not limited to electrical wiring installations) to submit details and plans thereof to the Landlord for its prior approval (such approval not to be unreasonably withheld or delayed) and to re-submit for the Landlord's further prior approval (such approval not to be unreasonably withheld or delayed) such amendments to the said details and plans as may be desired by the Tenant or required by the relevant government authorities and any reasonable costs incurred by the Landlord in connection with such approval including architect's fees shall be for the account of the Tenant. The Tenant shall only carry out such internal decoration partitioning alteration and fitting out works and any amendments thereto in accordance with such approved details and plans and such other directions and conditions as may be given and imposed by the Landlord relating thereto in accordance with such ordinances and other governmental rules and regulations as shall from time to time be in force during the said term. Such approval from the Landlord shall not relieve the Tenant from the responsibility of obtaining all necessary permits licences and approval pertaining to the proposed decoration partitioning alteration or fitting out work and the Tenant shall submit all applications required and shall comply with all government ordinances rules and regulations and all regulations and by-laws of any public utility company or authority having jurisdiction over the said works. The Tenant shall not commence any such internal decoration partitioning alteration and fitting out works unless and until all necessary approvals licences or permits relating thereto have been obtained from the relevant government departments or authorities and notified to the Landlord provided that if the Tenant shall for any reason put in hand any such works as aforesaid prior to obtaining the necessary approvals licences or permits from the relevant government authorities or without notifying the Landlord that such approvals licences or permits have been obtained, the Tenant shall be solely responsible for the consequences of such unauthorised works including but not limited to the costs of demolition, addition and alteration required to comply with government requirements and shall indemnify and keep the Landlord fully indemnified against all losses claims costs actions and proceedings arising from the Tenant's breach of the provisions of this sub-clause. The Tenant shall at its own cost and expense make good any default in complying with this sub-clause notwithstanding that its fitting out partitioning and decoration proposals may have been submitted by the Landlord or the Landlord's agent to the relevant government authorities on behalf of the Tenant and the Tenant shall solely bear the consequences of any rejections or any amendments required by the relevant government authorities of the Tenant's proposals and of any delay or losses resulting from such rejections or amendments provided that if the Tenant shall fail to make good any such default, the Landlord may carry out such works at the Tenant's cost and expense.
- (ii) Not to cause or permit to be made any subsequent variation to the approved fitting out plans and specifications or to the approved interior design or layout of the Premises without the previous approval in writing of the Landlord (such approval not to be unreasonably withheld or delayed) and in the event of such approval being requested it shall be a condition precedent to the granting thereof that the Tenant shall pay to the Landlord any reasonable fees and/or costs properly incurred by the Landlord in consulting its architect and/or specialist consultants in respect of such



variations.

- (d) To keep and maintain at the expense of the Tenant all the interior of the Premises including the flooring and interior plaster glass curtain wall or other finishes or rendering to walls, floors and ceilings and the Landlord's fixtures therein and all additions thereto and including the roller shutters (if any) and all doors, windows (if any), window blinds, electrical installations and wiring in good, clean, tenantable, substantial and proper repair and condition and properly preserved and painted and so to maintain the same at the expense of the Tenant and to deliver up the same to the Landlord at the expiration or sooner determination of the said term in like condition (fair wear and tear and damage by structural or inherent defects excepted).
- (e) To engage suitably qualified engineers to prepare proper building services plans regarding the installation and layout of the air-conditioning, mechanical ventilation, fire services, electrical, plumbing and drainage systems in the Premises for the approval of the Landlord prior to the installation thereof (such approval not to be unreasonably withheld or delayed) and to carry out the said building services works by the Landlord's nominated contractors for the Building.
- (f) The approval of any plans does not in any way imply the Landlord's or its agent's endorsement of the specifications upon which the proposal has been based. The approval will neither guarantee the performance under any conditions of the plant or materials used nor imply that the Tenant's proposals will be acceptable to the relevant Authorities/Government Departments.

In carrying out any approved work hereunder the Tenant shall cause his servants, agents, contractors and workmen to co-operate fully with the Landlord and all servants, agents and workmen of the Landlord. The Tenant shall obey and cause his servants, agents, contractors and workmen to obey and comply with all reasonable instructions and directions which may be given by the Landlord's servants or agents or other authorised representatives in connection with the carrying out of such work.

- 4. To pay to or reimburse the Landlord the cost of replacing all broken and damaged windows (if any) and glass and any part of the curtain wall if the same be broken or damaged by the negligence of the Tenant.
- 5.
 - (i) At the Tenant's own cost and expense to install all wiring and other apparatus and installations for the supply of electricity to the Premises and to repair or replace any electrical installation or wiring of the Tenant from the Tenant's meter to and within the Premises if the same becomes dangerous or unsafe or if so reasonably required by the Landlord (or by the Hongkong Electric Company Limited). Such wires, pipes, cables or other services shall not be installed without first providing the Landlord with full particulars and a full detailed plan and diagram of such intended installation and the Tenant shall use the Landlord's nominated contractor for the wiring work from the meter room to the Tenant's main switch and shall only use a contractor approved by the Landlord in writing (such approval not to be unreasonably withheld or delayed) for the internal wiring work within the Premises. The Tenant shall permit the Landlord or its agents to test the Tenant's wiring in the Premises at such reasonable times and upon request being made, provided that the servants, agents, contractors and workmen of the Landlord shall be accompanied by a staff member of the Tenant and agree to comply with the Tenant's reasonable security requirements.
 - (ii) To provide to the Landlord a full coloured diagram of all electrical wiring to be installed by the Tenant within or serving or connected to the Premises or within or connected to or within the ducts, trunks, or conduits provided by the Landlord within the Building for the installation of electrical and/or fibre-optical or other wires or cables or means of passing receiving or transmitting information and all telephone and other service wires conduits and cables installed by or at the order of the Tenant and to clearly label and in accordance with any directions given by the Landlord colour code all such wires conduits and cables.
- 29.
 - (a) To be responsible for installing at the Tenant's own expense all alteration works associated with the air-conditioning system by the contractor nominated by the Landlord.
 - (c) To bear the cost of provision and installation of and thereafter be responsible for the regular maintenance and cleaning of any changes to and/or relocation of the existing or additional fire-fighting water sprinkler system or other fire service facilities changed and/or relocated by the Tenant and/or installed by the Tenant over and above that provided by the Landlord and all such necessary equipment and apparatus associated therewith. The changes, relocation and/or installation of such existing or additional system and associated equipment shall first be approved in writing by the Landlord (such approval not to be unreasonably withheld or delayed). The Tenant shall only carry out the aforesaid works by the Landlord's nominated contractors for the Building."



The SFC further agrees with the Landlord in Section V of the Lease:

1. (a) Not without the previous written consent of the Landlord (such approval not to be unreasonably withheld or delayed) to erect, install or alter any fixtures, partitioning or other erection or installation in the Premises thereof provided by the Landlord which shall remain the property of the Landlord or any part thereof or without the like consent to make or permit or suffer to be made alterations in or additions to the interior or exterior of the Premises or to the electrical wiring and installations therein or to install or permit or suffer to be installed in the Premises or any part thereof any equipment, apparatus or machinery which imposes a weight on any part of the flooring in excess of that for which it is designed or which requires any additional electrical main wiring or which consumes electricity not metered through the Tenant's separate meter. The Landlord shall be entitled to prescribe the maximum weight and permitted location of safes and other heavy equipment and to require that the same stand on supports of such dimensions and material to distribute the weight as the Landlord may deem necessary.
- (b) In carrying out any approved work hereunder, the Tenant shall and shall cause his servants, agents, contractors and workmen to cooperate fully with the Landlord and all servants, agents, contractors and workmen of the Landlord and with other tenants or contractors carrying out any work in the Building. The Tenant his servants, agents, contractors and workmen shall obey and comply with all instructions and directions which may from time to time be given by the Landlord, the Landlord's Architect, Project Manager or other authorised representative in connection with the carrying out of such work.
- (c) In carrying out any work to the electrical and/or air-conditioning installations and/or wiring and/or to the fire alarm and/or fighting installations, the Tenant shall use only the Landlord's nominated contractors for the Building.
2. Not without the previous written consent of the Landlord to cut, drill into, mark or deface or permit or suffer to be cut, drilled into, marked or defaced any doors, windows (if any), walls, beams, structural members or any part of the fabric of the Premises and/or the Building nor any of the plumbing or sanitary apparatus or installations included therein.
3. Not without the previous written consent of the Landlord to drive or insert or permit or suffer to be driven or inserted any nails, screws, hooks, brackets or similar articles into the ceiling, walls or floor of the Premises.
4. Not without the previous written consent of the Landlord (such consent not to be unreasonably withheld or delayed) to alter the existing locks, bolts and fittings on the entrance doors to the Premises, nor to install any additional locks, bolts or fittings thereon.
5. Not to do or permit or suffer to be done any act or thing which may be or become a nuisance or annoyance to the Landlord or to the tenants or occupiers of other premises in the Building or in any adjoining or neighbouring building or in anywise against the laws or regulations in Hong Kong.
6. Not to produce or suffer or permit to be produced at any time in the Premises any music or noise (including sound produced by broadcasting or by any equipment or instrument capable of producing or reproducing music or sound) so as to constitute, in the opinion of the Landlord (which opinion shall be conclusive) a nuisance or to give cause for reasonable complaint from the occupants of any other premises in the Building or persons using or visiting the same.
7. Subject to Clause 1 of Section XIV, not to affix or display or permit or suffer to be affixed or displayed within or outside the Premises any signboard, sign, decoration, flag, poster, advertising matter or other device whether illuminated or not which may be visible from outside the Premises without the previous written consent of the Landlord.
11. Not to keep or store or permit or suffer to be kept or stored in the Premises any arms, ammunition, gun-powder, salt-petre, kerosene or other explosive or combustible substance or hazardous goods or such other dangerous goods within the meaning of the Dangerous Goods Ordinance and the regulations thereunder or any statutory modification or re-enactment thereof.
12. Not to encumber or obstruct or permit or suffer to be encumbered or obstructed with any boxes, packaging or other obstruction of any kind or nature any of the entrances, staircases, landings, passages, escalators, lifts, lobbies or other parts of the Building in common use and not to leave rubbish garbage or any other article or thing in the front or on the sides of the Premises or in any part of the Building not in the exclusive occupation of the Tenant or outside the Building except in the place(s) specifically designated for the disposal of rubbish or garbage.



Notwithstanding anything herein contained, the Landlord and all servants, agents, contractors and workmen of the Landlord shall have the right to remove and dispose without notice to the Tenant and without incurring any liability to the Tenant and at the cost and expense of the Tenant any encumbrance or obstruction or any article or thing which shall have been left or placed in contravention of this clause and the Tenant shall pay to the Landlord on demand the whole costs and expenses that may be incurred by the Landlord for the removal or disposal under this clause.

13. Not to use or permit or suffer to be used any toilet facilities and sanitary installations provided by the Landlord where shared with other tenants or occupiers of the Building or reserved exclusively for the use of the Tenant for any purpose other than that for which they are intended and not to throw or permit or suffer to be thrown therein any foreign substance of any kind and the Tenant shall pay to the Landlord on demand the whole expense of any breakage, blockage or damage resulting from a violation of this clause.

14. Except with the Landlord's prior consent, not to lay, install, affix or attach any wiring, cables or other article or thing in or upon any of the entrances, staircases, landings, passages, lobbies or other parts of the Building in common use.

15. Not to prepare or permit or suffer to be prepared any food in the Premises (preparation of food by microwave ovens excepted) or to cause or permit any offensive or unusual odours or excessive smoke to be produced upon, permeate through or emanate from the Premises.

22. Not to install air-conditioning facilities in addition to such facilities as provided by the Landlord or to alter, modify or remove or suffer to be altered or modified or removed the air-conditioning facilities in the Premises without the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed).

23. Not to use or permit or suffer chilled water (if any) that is supplied by the Landlord for the production of cool air to the Premises for air-conditioning services to be used for any other purpose.

24. Not to install fire-fighting water sprinkler system in addition to such facilities as provided by the Landlord or to alter, modify or remove or relocate or suffer to be altered or modified or removed or relocated the fire-fighting water sprinkler system installed in the Premises without the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed).

26. Not to do anything whereby the maximum capacity of electricity supply to the Premises shall be exceeded.

27. Not to cover up the hose reel within the Premises and not to lock up any emergency / fire exit doors or obstruct any emergency / fire exit doorways.

**** The End ****