



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

Invitation to Tender

Design, Implementation and Support of the Blockchain Intelligence Capability under CrypTech

24 August 2026

Invitation to Tender

Design, Implementation and Support of the Blockchain Intelligence Capability under CrypTech

We are pleased to invite your company to submit a tender regarding the captioned services. A copy of the invitation to tender is available for download from the "Invitations to tender" under "Quick access" section of the Securities and Futures Commission (**SFC**) website (<https://www.sfc.hk>).

Interested parties wishing to obtain the Detailed Requirements Specification shall complete the Pre-Qualification Evaluation form, sign the Confidentiality Acknowledgement, and submit all requested documentation and supporting evidence to the designated email address.

Interested parties are encouraged to submit the required information as early as practicable. The Detailed Requirements Specification may be provided following receipt and review of the submitted information and is required for the preparation of a proposal.

If your company is interested in providing such services, please send your proposal to the SFC at the address shown in the tender document by **2:00pm, Friday, 2 October 2026**. We will not consider late proposals.

For and on behalf of the
Securities and Futures Commission

C K Mok
Senior Manager
Information Technology

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Introduction

1. Background

- 1.1 The Securities and Futures Commission (“SFC”) is enhancing its oversight of digital asset activities through CrypTech, a supervisory technology initiative under the Infrastructure pillar of the SFC’s “ASPIRe” Roadmap. CrypTech forms part of the SFC’s broader effort to modernise regulatory reporting and strengthen market-wide visibility of risks in the digital asset ecosystem.
- 1.2 As part of this initiative, the SFC has established a foundational data and monitoring capability enabling licensed virtual asset trading platforms (“VATPs”) to submit wallet address and client balance data through a secure, automated process. This incorporates public blockchain data to support independent verification and ongoing monitoring of asset positions.
- 1.3 This capability provides a structured baseline for ingesting and validating data from licensed firms, and for linking such data with blockchain records to support monitoring of wallet balances and related activity.
- 1.4 Building on this foundation, the SFC intends to introduce a blockchain intelligence component to extend oversight from wallet balances to transaction-level fund flows across the digital asset ecosystem.
- 1.5 This component will enable the SFC to track how assets move between wallets, assess interactions between licensed firms and external counterparties, and identify high-risk or unusual activity in a systematic manner.

2. Invitation to tender and interpretation

- 2.1 The SFC invites interested organisations to submit proposals for the design, implementation and support of the blockchain intelligence capability under CrypTech.
- 2.2 The scope of work required is included in section 3 of this Invitation to Tender.
- 2.3 In this document, the following terms shall have the following meanings:
 - 2.3.1 **"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 the tender (unless the same shall have been modified by the SFC);
 - 2.3.2 **"Project"** means the design, implementation, delivery and support of the blockchain intelligence capability under CrypTech;
 - 2.3.3 **"Services"** means the required services for the system design, development and implementation described in this invitation to tender;
 - 2.3.4 **"Tenderer"** means the person or persons or corporation tendering the Project and includes the executors and administrators and permitted assigns of such person or persons or corporation.

Project overview

3. Objective

- 3.1 The SFC seeks to procure a suitably qualified service provider to design, deliver and support the blockchain intelligence capability under CrypTech (the “Project”).
- 3.2 The Project aims to establish a blockchain intelligence capability that enables the SFC to systematically monitor and analyse transaction-level activity and money laundering (ML) risks across the licensed digital asset ecosystem by combining internally maintained wallet data, blockchain transaction data, external intelligence sources, and fiat transaction datasets where available.
- 3.3 The solution should support the following applications, at a minimum:
 - 3.3.1 assess the ML risk profile of counterparties interacting directly or indirectly with licensed VATPs, including hosted and unhosted wallets, exchanges, DeFi protocols, bridges, and other relevant entities and services;
 - 3.3.2 monitor licensed firms’ exposure to high-risk wallets, entities and services;
 - 3.3.3 identify transfers where travel rule obligations may apply, and support reconciliation between on-chain transfers and data submitted to the SFC;
 - 3.3.4 detect typologies associated with scams, mule networks, and other unusual or high ML risk behaviour;
 - 3.3.5 compare licensed firms’ ML risk profile by exposure concentration and interaction with selected risk categories.
- 3.4 In practical terms, the SFC seeks a capability that:
 - 3.4.1 integrates and analyses multiple data sources, including blockchain data, wallet attribution, and external intelligence datasets;
 - 3.4.2 supports a systematic and continuous monitoring framework for transaction activity involving wallets of supervisory relevance;
 - 3.4.3 provides a consolidated, market-wide view of activity across the Hong Kong licensed digital asset ecosystem and its interactions with external counterparties;
 - 3.4.4 provides a dashboard-based analytical interface to support monitoring and review of transaction activity;
 - 3.4.5 provides comparative and entity-level analytics, including benchmarking of licensed firms, assessment of exposure through counterparties, and identification of underlying high-risk transactions;
 - 3.4.6 generates automated alerts and indicators to identify suspicious or high-risk activity and support prioritisation of further review;

- 3.4.7 supports analysis of AML/CFT obligations, including travel rule compliance, where applicable;
 - 3.4.8 includes access to wallet attribution and intelligence datasets as a core component of the solution, together with supporting metadata and transparency necessary for supervisory use;
 - 3.4.9 enables users to focus on relevant activity, reducing reliance on manual review of large volumes of unstructured blockchain data.
 - 3.4.10 supports the incorporation of externally submitted intelligence inputs and extensibility of monitoring to custody service providers, VA dealing firms and other relevant entities.
- 3.5 The proposed capability will enhance the SFC's ability to identify and respond to risks by providing clear and timely visibility over transaction activity and fund flows across the digital asset ecosystem.
- 3.6 The Project focuses on delivering a cohesive blockchain intelligence capability, integrated with the existing CrypTech infrastructure, to support effective and intelligence-led supervision. The capability should support use by relevant SFC functions through appropriate access controls and analytical views.

Requirements specification

4. Overview

- 4.1 The SFC requires a solution to establish a blockchain intelligence capability as part of the CrypTech infrastructure.
- 4.2 The solution will operate as an integrated component within the SFC's supervisory technology environment and build on the data foundation established under CrypTech.
- 4.3 The solution shall function as a supervisory system supporting regulatory monitoring, analysis and oversight of the digital asset ecosystem.
- 4.4 The SFC does not prescribe a specific technical architecture. Tenderers are expected to propose a cohesive and scalable solution that aligns within the SFC's infrastructure and meets the requirements set out in this Invitation to Tender.

5. How do you obtain the Detailed Requirements Specification?

- 5.1 Due to the sensitive nature of the requirements, detailed technical specifications will not be published publicly. Organisations seeking access to the Detailed Requirements Specification must first provide certain information regarding their organisation and relevant experience, and sign the Confidentiality Acknowledgement.
- 5.2 Interested organisations must complete the Pre-Qualification Evaluation Form (Appendix D), sign the Confidentiality Acknowledgement (Appendix C), and submit the requested supporting information and documentation by email with the subject **"Pre-qualification evaluation for the Design, Implementation and Support of**

the **Blockchain Intelligence Capability under CrypTech**" to it@sfc.hk, also stating clearly your contact details, including name, phone number, and email address.

- 5.3 Upon receipt and review of the submitted information, the SFC may provide the Detailed Requirements Specification and invite the applicant to submit a proposal.
- 5.4 The SFC reserves the right to request additional information or clarification before providing the Detailed Requirements Specification.

Guidelines for tenderers

These guidelines are intended to provide Tenderers with guidance on the procedure for submitting their proposals and the approach that 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.

6. Preparation and submission of proposals

- 6.1 What must proposals cover?
 - 6.1.1 In the proposal, the Tenderers should present their company profiles, including the organisation of the company and the makeup of the project team, and highlight relevant works in their credentials. Tenderers should describe their previous experience (with references to previous work) in similar projects.
 - 6.1.2 Tenderers may propose alternatives to the SFC's conditions and requirements 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.
- 6.2 What form must proposals take?
 - 6.2.1 All proposals in writing must be submitted in both physical and electronic form.
 - 6.2.2 One hardcopy of each proposal must be provided, together with a softcopy on CD-ROM or portable USB flash drive. The softcopy should be in Adobe Acrobat® format (PDF).
 - 6.2.3 The SFC will not consider any proposal that is submitted in writing without an accompanying softcopy.
- 6.3 To whom must proposals be submitted?
 - 6.3.1 Written proposals should be marked with the reference "**Design, Implementation and Support of the Blockchain Intelligence Capability under CrypTech**" on the cover and must be submitted in a sealed envelope and deposited to the TENDER BOX at the following address:

Securities and Futures Commission
54/F, One Island East

18 Westlands Road, Quarry Bay
Hong Kong

6.4 What is the deadline for the submission of proposals?

6.4.1 Proposals must be received by the SFC at the above-mentioned addresses on or before **Friday, 2:00pm 2 October 2026**.

6.4.2 The SFC will not consider any late proposals.

6.5 How must the proposals be set out?

6.5.1 Each proposal must be separated into the following parts:

- a. a Technical Part describing the proposals;
- b. a Price Schedule; and
- c. a 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 the Tender;
 - ii. stating the period that the offer is to remain open;
 - iii. undertaking to negotiate in good faith to finalise promptly the Contract and to commence work immediately thereafter;
 - iv. containing an acknowledgement and agreement that the SFC:
 - is not bound to accept the lowest bid or any bids;
 - reserves the right to make changes to the project requirement; and
 - 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 authorised officer of the Tenderer (in the case of a company).

6.5.2 For the proposal 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.

6.5.3 Details in relation to what should be specified in each part are set out in Appendix A (Technical Part) and B (Price Schedule) to this document.

6.6 How long should Tenderers' offers remain open?

6.6.1 By making a proposal in response to the 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.

6.6.2 In order to allow the SFC sufficient time to consider all proposals validly submitted, Tenderers should keep their offers open for at least 180 days from the closing date of the Tender. If this cannot be done, the reason must be stated in the proposal.

7. Queries regarding the tender or proposals made in response

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

7.1.1 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 queries

orally, in writing, or in any manner the SFC deems fit.

7.2 What if a Tenderer has any queries?

7.2.1 Before enquiring about the Tender, please sign and return the Confidentiality Acknowledgement (Appendix C) by email to it@sfc.hk.

7.2.2 Any queries regarding the Tender should be made to:

Mr. C K Mok
Senior Manager
Information Technology
Email: ckmok@sfc.hk

or

Ms. Claudia Li
Senior Business Systems Analyst
Information Technology
Email: czsli1@sfc.hk

8. Rejection of proposals

8.1 The SFC retains the right to reject any or all tenders submitted.

9. Acceptance

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

Evaluation of proposals

10. How does the SFC evaluate valid proposals that it receives?

- 10.1 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.

11. Evaluation of the Technical Part

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

(a)	Company background, completeness and adequacy of the proposal according to the requirements	10%
(b)	Previous experience in delivering similar projects by the company and the project teams	15%
(c)	Quality in the proposed design and solution	25%
(d)	Project team composition (i.e. experience, qualifications and skills)	35%
(e)	Local support team and local support arrangement	15%

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 relative percentage weighting of any item without further notifying the Tenderers.

Payment and other terms

12. Payment terms

- 12.1 The SFC has a performance-based payment policy, under which payments will be made on actual delivery of services or products.
- 12.2 Wherever possible, and if the SFC considers appropriate in the circumstances, the SFC will make payments to the successful Tenderer of the project as follows:
- 12.2.1 10% of the total contract price upon the SFC and the successful Tenderer entering into a binding contract;
 - 12.2.2 40% of the total contract price will be paid on the acceptance of system readiness for UAT;
 - 12.2.3 30% of the total contract price will be paid upon production rollout;
 - 12.2.4 20% of the total contract price will be paid upon the completion of the warranty period and acceptance of all the required deliverables.

13. Termination of service

- 13.1 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.

14. Sub-contracting of services

- 14.1 Due to the nature and sensitivity of the Tender, sub-contracting of services after awarding of the contract is not permitted.
- 14.2 During the course of their work, the successful Tenderer may encounter situations where special and unique technology/equipment/services from other vendors are required. Under that situation, the successful Tenderer may subcontract that particular work upon SFC's prior written agreement.

15. Confidentiality

- 15.1 All information presented in or as a result of this tender, including information disclosed by the Commission during the selection process, is to be considered strictly confidential. Information must not be released to external parties without the express written consent of the Commission.
- 15.2 All responses and other materials submitted in response to this tender will become the property of the Commission. The Commission assumes no obligation and shall incur no liability regarding confidentiality of all or any portion of a response or any other material submitted in response to this tender unless expressly agreed in writing to protect specifically identified information.
- 15.3 **Submission without a signed copy of the Confidentiality Acknowledgement (Appendix C) will not be considered.**

16. Conflicts of interest

- 16.1 A Tenderer must have no or any potential conflicts of interest with its duties to the SFC under the proposal. If a Tenderer has, or has potential, conflicts of interest with its duties to the SFC under the proposal, 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).

17. Prevention of bribery

- 17.1 A Tenderer shall prohibit its directors, employees, agents, and sub-contractors who are involved in this tender from offering, soliciting or accepting any advantage as defined in the Prevention of Bribery Ordinance, Cap 201 when conducting business in connection with this mandate.

- 17.2 The Tenderer shall take all necessary measures (including by way of a code of conduct or contractual provisions where appropriate) to ensure that its directors, employees, agents and sub-contractors are aware of the prohibitions in this clause.

18. The incorporation of proposals into Contract signed with the SFC

- 18.1 Any proposals and responses submitted by the successful Tenderer to the SFC's inquiries may form part of the Contract made between the SFC and such Tenderer.
- 18.2 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. The SFC reserves the right to seek an indemnity if Tenderers fail to keep these warranties. Therefore, any statement of fact or performance that the Tenderer does not wish to be treated as a warranty should be clearly indicated.

19. Code of conduct for onsite consultants

- 19.1 All employees, sub-contractors and consultants of the successful Tenderer working at the SFC's office on a full-time basis will be bound by the SFC Staff Code of Conduct. They will also be subject to prior police vetting and be required to disclose all dealing in securities and futures to the SFC. Exemption may be granted on a case by case basis.

Grievance procedures

- 20.** SFC, as a public body, has a duty to conduct its affairs in a responsible and transparent manner. We have therefore put in place the Grievance Procedures with effect from 1 April 2004. The policy on Public Interest Grievances is intended to assist persons who are engaged by or to work in/with SFC who believes that they have discovered improper practices or misconduct relating to the running of SFC or work related activities of employees of SFC to report these in a constructive manner.
- 20.1 This policy is for any person who has an employment contract with SFC, is on secondment to SFC, is engaged as an independent consultant by SFC or is a contractor or supplier of services to SFC. Public Interest Grievances might include:
- 20.1.1 Criminal activity, such as accepting a bribe;
 - 20.1.2 Financial or administrative malpractice;
 - 20.1.3 Misconduct or improper behaviour;
 - 20.1.4 Failure to comply with legal obligations such as those set out in the Securities and Futures Ordinance;
 - 20.1.5 Endangering occupational health or safety;
 - 20.1.6 Attempts to suppress or conceal information relating to any of the above.
- 20.2 The Policy on Public Interest Grievances can be found on the SFC website under "Lodge a complaint > Against the SFC > Staff/contractor complaints against the



SFC or its employees". Please contact the Commission Secretary of the SFC if you have any questions.

Appendix 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
 - 1.1 This section should provide a full summary of the proposed solution.
2. The proposed solutions and service plan
 - 2.1 This section should describe the proposals in detail and explain how the proposals meet the conditions and requirements, and describe any limitations and compatibility issues associated with the proposals.
3. Exceptions to the SFC's conditions and requirements
 - 3.1 If a Tenderer wishes to propose alternatives to the SFC's conditions and requirements, these alternatives should be specified here. The Tenderer should explain:
 - 3.1.1 why the SFC's conditions and requirements do not provide the SFC with the best solution in the circumstances; and
 - 3.1.2 the ways in which their alternatives are better.
4. Vendor profile
 - 4.1 The Tenderer should provide full details of its company profile. This should include the following matters:
 - 4.1.1 the company's background and history;
 - 4.1.2 the company's financial strength, supported by an audited report or financial summary;
 - 4.1.3 its experience in similar projects;
 - 4.1.4 Local and overseas references for similar projects (please provide the Scope, Team Size, Type of Services Provided etc) ; and
 - 4.1.5 other relevant information.
5. Appendices
 - 5.1 Project team and structure
 - 5.1.1 Names, detailed qualifications and work experience to be assigned to implement the project and the team structure.
 - 5.2 Other relevant information
 - 5.2.1 The Tenderer can include any other information that it considers to be relevant to its proposal.

Appendix B: The Price Schedule

This part should contain all of the following:

1. Executive summary
- 1.1 This part should provide a full summary of the project fee structure, and any payment arrangements.
2. Fees schedule
- 2.1 All fees must be quoted in Hong Kong Dollars.
- 2.2 All fees should be properly itemised and explained and include all amounts payable by way of royalty, licence fee, software licence fee or otherwise for patent any copyright design or other intellectual property rights. The fee on hardware, software and consultancy services must be separately stated:
3. Payment terms and arrangements
- 3.1 Payment terms and arrangements should be described in accordance with the SFC's performance-based payment policy (see Payment and other terms of the Tender).

Appendix C: Confidentiality Acknowledgement

Acknowledgment in relation to the requirements for preservation of secrecy under section 378 of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (“**SFO**”) and sections 76A to 76G of the Anti-Money Laundering and Counter-Terrorist Financing Ordinance (Chapter 615 of the Laws of Hong Kong) (“**AMLO**”), and avoidance of conflict of interests under section 379 of the SFO and section 53ZTW of the AMLO (together, the “**Specified Provisions**”).

Terms in this acknowledgement shall have the same meaning as defined in the SFO and/or the AMLO (as the case may be), unless otherwise defined herein.

To: _____

I. Preservation of Secrecy Requirements

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

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

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

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

The term “relevant provisions” is defined in section 1, Part 1 of Schedule 1 to the SFO to include the provisions of the SFO.

Sections 76A to 76G of the AMLO bind you and in particular sections 76B(1) and (2) provide as follows:

- (1) This section applies to—

- (a) a matter that comes to a specified person's knowledge in any of the following circumstances—
 - (i) by virtue of the specified person's appointment under the AMLO;
 - (ii) in the course of performing a function under, or carrying into effect, a provision of the AMLO;
 - (iii) in the course of assisting another person in performing a function under, or carrying into effect, a provision of the AMLO; and
 - (b) a record or document that has come into a specified person's possession in any of the circumstances mentioned in paragraph (a).
- (2) A specified person—
- (a) must not communicate a matter referred to in subsection (1)(a)(i), (ii) or (iii) to a person; and
 - (b) must not allow another person to have access to a record or document referred to in subsection (1)(b).

The term "specified person" is defined in section 76A of the AMLO and includes-

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

TAKE NOTICE THAT IF YOU CONTRAVENE SECTION 378(1) OF THE SFO YOU COMMIT AN OFFENCE UNDER SECTION 378(10) OF THE SFO AND IF YOU CONTRAVENE SECTION 76B(2) OF THE AMLO YOU COMMIT AN OFFENCE UNDER SECTION 76B(3) OF THE AMLO. ANY PERSON WHO COMMITS AN OFFENCE UNDER SECTION 378(10) OF THE SFO OR SECTION 76B(3) OF THE AMLO IS LIABLE:

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

II. Conflict of Interests

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

- (1) Subject to subsection (2), any member of the Commission or any person performing any function under any of the relevant provisions shall not directly or indirectly effect or cause to be effected, on his own account or for the benefit of any other person, a transaction regarding any securities, structured product, futures contract, leveraged foreign exchange contract, or an interest in any securities, structured product, futures contract, leveraged foreign exchange contract or collective investment scheme—
 - (a) which transaction he knows is or is connected with a transaction or a person that is the subject of any investigation or proceedings by the Commission under any of the relevant provisions or the subject of other proceedings under any provision of the SFO; or
 - (b) which transaction he knows is otherwise being considered by the Commission.

- (2) Subsection (1) does not apply to any transaction which a holder of securities or a structured product effects or causes to be effected by reference to any of his rights as such holder—
- (a) to exchange the securities or structured product or to convert the securities or structured product to another form of securities or structured product;
 - (b) to participate in a scheme of arrangement sanctioned by the Court of First Instance under the OFC rules, the Companies Ordinance (Cap. 622) or the relevant Ordinance;
 - (c) to subscribe for other securities or another structured product or dispose of a right to subscribe for other securities or another structured product;
 - (d) to charge or pledge the securities or structured product to secure the repayment of money;
 - (e) to realise the securities or structured product for the purpose of repaying money secured under paragraph (d); or
 - (f) to realise the securities or structured product in the course of performing a duty imposed by law.
- (3) Any member of the Commission or any person performing any function under any of the relevant provisions shall forthwith inform the Commission if, in the course of performing any function under any such provisions, he is required to consider any matter relating to—
- (a) any securities, futures contract, leveraged foreign exchange contract, structured product, or an interest in any securities, futures contract, leveraged foreign exchange contract, collective investment scheme or structured product -
 - (i) in which he has an interest;
 - (ii) in which a corporation, in the shares of which he has an interest, has an interest; or
 - (iii) which—
 - (A) in the case of securities, is of or issued by the same issuer, and of the same class, as those in which he has an interest;
 - (B) in the case of a futures contract, is interests, rights or property based upon securities of or issued by the same issuer, and of the same class, as those in which he has an interest; or
 - (C) in the case of a structured product, is interests, rights or property based on a structured product of or issued by the same issuer, and of the same class, as that in which he has an interest; or
 - (b) a person—
 - (i) by whom he is or was employed;
 - (ii) of whom he is or was a client;
 - (iii) who is or was his associate; or
 - (iv) whom he knows is or was a client of a person with whom he is or was employed or who is or was his associate.

Please refer to Part I for the meaning of the term “relevant provisions”.

Section 53ZTW of the AMLO binds you and in particular subsections (1), (2) and (3) of that section provide as follows:

- (1) Any member of the Commission or any person performing any function under the AMLO (the member or person called in this section a ***specified person***) must not directly or indirectly effect or cause to be effected, on the specified person’s own account or for the benefit of any other person, a transaction regarding any virtual assets—

- (a) which transaction the specified person knows is, or is connected with a transaction or a person that is, the subject of any investigation or proceedings by the Commission under the AMLO; or
 - (b) which transaction the specified person knows is otherwise being considered by the Commission.
- (2) Subsection (1) does not apply to any transaction that a holder of virtual assets effects or causes to be effected by reference to any of their rights as such holder—
- (a) to participate in a scheme of arrangement sanctioned by the Court of First Instance under the Companies Ordinance (Cap. 622);
 - (b) to charge or pledge the virtual assets to secure the repayment of money;
 - (c) to realise the virtual assets for the purpose of repaying money secured under paragraph (b); or
 - (d) to realise the virtual assets in the course of performing a duty imposed by law.
- (3) A specified person must inform the Commission if, in the course of performing any function under Part 5B of the AMLO, the specified person is required to consider any matter relating to—
- (a) any virtual assets—
 - (i) in which the specified person has an interest;
 - (ii) in which a corporation, in the shares of which the specified person has an interest, has an interest; or
 - (iii) that are of or issued by the same issuer as those in which the specified person has an interest; or
 - (b) a person—
 - (i) by whom the specified person is or was employed;
 - (ii) of whom the specified person is or was a client;
 - (iii) who is or was the specified person's associate; or
 - (iv) whom the specified person knows is or was a client of a person—
 - (A) with whom the specified person is or was employed; or
 - (B) who is or was the specified person's associate.

TAKE NOTICE THAT IF YOU, WITHOUT REASONABLE EXCUSE, CONTRAVENE SECTION 379(1) AND/OR SECTION 379(3) OF THE SFO, YOU COMMIT AN OFFENCE UNDER SECTION 379(4) OF THE SFO AND IF YOU, WITHOUT REASONABLE EXCUSE, CONTRAVENE SECTION 53ZTW(1) AND/OR SECTION 53ZTW(3) OF THE AMLO, YOU COMMIT AN OFFENCE UNDER SECTION 53ZTW(4) OF THE AMLO. ANY PERSON WHO COMMITS AN OFFENCE UNDER SECTION 379(4) OF THE SFO OR SECTION 53ZTW(4) OF THE AMLO IS LIABLE:

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

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

-
- (I) I/We acknowledge that I/we have received and read carefully a copy of the Specified Provisions, and understand that these sections (in particular, sections 378(1) and 379(1), (2) and (3) of the SFO and sections 53ZTW(1), (2) and (3) and 76B(1) and (2)

of the AMLO) impose statutory obligations on me/us. I/We further confirm that I/we understand and agree to be bound by the Specified Provisions.

- (II) (1) I/We understand, acknowledge and agree that the Commission may terminate the engagement of me/us immediately if, in the Commission's opinion:
- (a) I/We or (where applicable) any of our personnel (including any officer, employee, agent or consultant) is engaging in, has engaged in or is about to engage in acts or activities:
- (i) that constitute or are likely to constitute or cause the occurrence of an offence in Hong Kong (including any offence endangering national security);
- (ii) which would be contrary to the interest of national security or would bring Hong Kong, its Government or the Commission into disrepute; or
- (b) the continued engagement of me/us or (where applicable) any of our personnel or the continued performance of the service is contrary to the interest of national security.
- (2) In the event that the engagement of me/us is terminated in accordance with subparagraph (1) above, the Commission will not be liable to pay me/us any amount of money under the engagement.

Signature

Name / Entity name (as applicable)

Name of authorised signatory (in the case of an entity)

Title of authorised signatory (in the case of an entity)

Date

Witnessed by:

Signature

Name

Title

Date

Appendix D: Pre-Qualification Evaluation Form

This Pre-Qualification Evaluation Form evaluates the technical, financial, and operational capabilities of applicants tendering for the Design, Implementation and Support of the Blockchain Intelligence Capability under CrypTech.

1. Applicant profile and general information

a. Company details

- i. Legal company name: _____
- ii. Trading name (if different): _____
- iii. Registered office address: _____

- iv. Company registration number: _____
- v. Date of incorporation: _____
- vi. Website URL: _____

b. Contact details

- i. Primary contact name: _____
- ii. Job title: _____
- iii. Email address: _____
- iv. Phone number: _____

2. Financial stability and insurance

Evaluation criteria	Response requirement	Applicant response
Annual turnover	Provide figures for the last two financial years.	FY2024: HK\$ _____ FY2025: HK\$ _____
Audited financial statements	Attach audited financial accounts for the last two years.	*Attached / Not attached
Professional indemnity insurance	Provide coverage of and the expiry date.	Limit: HK\$ _____ Expiry date: _____

Public liability insurance	Provide coverage of and the expiry date.	Limit: HK\$ _____ Expiry date: _____
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*Delete as applicable

3. Technical Capability and Relevant Experience

a. Blockchain Data Ingestion & Analytics

Describe your organisation's experience in ingesting, processing and analysing blockchain data across multiple blockchain networks.

Applicant response [max 100 words]:

b. Blockchain Intelligence, Analytics Platform Capability

Describe your organisation's experience in providing blockchain intelligence and analytics platforms. Include relevant capabilities such as monitoring, analytics, alerting, dashboarding, case management, reporting, workflow management, or other tools supporting the review and analysis of digital asset activity.

Applicant response [max 100 words]:

c. Blockchain Data, Attribution and Intelligence Datasets

Describe the blockchain transaction data, wallet attribution, enrichment or intelligence datasets provided by your organisation. Include information on supported blockchain networks, data coverage, attribution coverage, update frequency, and any relevant governance or quality assurance arrangements.

Applicant response [max 100 words]:

d. Regulatory and Supervisory Experience

Describe your organisation's experience in supporting financial services regulators. Include any experience relating to digital assets, AML/CFT, transaction monitoring, risk assessment, supervisory technology or regulatory technology.

Applicant response [max 100 words]:

e. System Architecture & Scalability

Describe your organisation's experience in designing and operating large-scale data and analytics platforms. Include information on cloud and on-premises deployments, scalability, performance, and relevant database or analytics technologies used.

Applicant response [max 100 words]:

4. Relevant Experience & Case Studies

Provide at least two (2) but no more than five (5) case studies of similar blockchain analytics or large-scale data intelligence systems developed by your firm within the last three years.

Case Study 1

- Project title: _____
- Client name / Sector: _____
- Contract value (HKD): \$ _____
- Project duration (Start - End date): _____
- Description of deliverables: _____

- Reference contact (Name, email, phone): _____

Case Study 2

- Project title: _____
- Client name / Sector: _____
- Contract value (HKD): \$ _____
- Project duration (Start - End date): _____
- Description of deliverables: _____

- Reference contact (Name, email, phone): _____

Case Study 3

- Project title: _____
- Client name / Sector: _____
- Contract value (HKD): \$ _____
- Project duration (Start - End date): _____
- Description of deliverables: _____

- Reference contact (Name, email, phone): _____

Case Study 4

- Project title: _____
- Client name / Sector: _____
- Contract value (HKD): \$ _____
- Project duration (Start - End date): _____
- Description of deliverables: _____

- Reference contact (Name, email, phone): _____

Case Study 5

- Project title: _____

- Client name / Sector: _____
- Contract value (HKD): \$ _____
- Project duration (Start - End date): _____
- Description of deliverables: _____

- Reference contact (Name, email, phone): _____

5. Security, Compliance & Quality Assurance

a. Information Security Management

Does your organisation hold a valid ISO/IEC 27001 certification or SOC 2 Type II compliance audit report?

Applicant response [Yes/No]: _____

If Yes, attach certificates. If No, detail your internal information security policies.

b. Regulatory Alignment

Explain how your system designs ensure compliance with global data privacy frameworks (e.g., GDPR, CCPA) when dealing with off-chain attribution data paired with public ledger data.

Applicant response (max 50 words):

c. Software Quality Assurance

Outline your continuous integration, continuous deployment (CI/CD), and automated smart contract/software testing protocols.

Applicant response (max 50 words):

6. Declaration

I declare that the information provided in this pre-qualification form is accurate and true to the best of my knowledge. I understand that any misrepresentation may lead to immediate disqualification from the bidding process.

Signature: _____

Authorised signatory name: _____

Date: _____