



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

Invitation to Tender for the Provision of Amah Services from 1 April 2022 to 31 March 2023

24 December 2021

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1. General Information

- 1.1 With a view to achieve cost-effectiveness, quality assurance and timely delivery of amah services, the Securities and Futures Commission (“SFC”) invites prospective service providers/recruitment agencies (Tenderers) to submit a proposal on the provision of Amah Services.

2. Service Locations

- 2.1 45/F-54/F One Island East, 18 Westlands Road, Quarry Bay, Hong Kong

3. Number of Amah

- 3.1 Six full-time amahs.

4. Contract Period

- 4.1 12 months contract from 1 April 2022 to 31 March 2023.

5. Working Schedule

- 5.1 Monday to Thursdays : 8:00 am – 5:30 pm (one hour lunch break)
Fridays : 8:00 am – 5:00 pm (one hour lunch break)

6. Scope of Service

- 6.1 Wash and clean all crockery, cutlery, cups, glasses and other kitchen utensils.
- 6.2 Wipe clean entrance doors, basins, kitchen cabinets, refrigerators, steam/micro-wave ovens and any other equipment in the pantries.
- 6.3 Serve tea/coffee, etc. for guests and senior executive staff.
- 6.4 Keep clean and tidy of all pantries and conference rooms.
- 6.5 Help set venue for in-house catering/training workshops and purchase refreshments, etc. on ad hoc basis.
- 6.6 Watering plants in the office area and empty garbage bins in the pantries when needed.
- 6.7 Keep stock and replenish of panty items (such as first aid boxes, cleaning materials and other household items) regularly.
- 6.8 Report to Planning and Administration Department in the course of their duty any job-related finding or matter that needs immediate/follow up actions or attention.

- 6.9 Carry out any general duties as assigned by the Planning and Administration Department.

7. Terms and Conditions

7.1 Payment Term

- 7.1.1 Upon presentation of invoice after monthly services rendered.

7.2 Other Terms and Conditions

- 7.2.1 SFC reserves the right to demand the appointed Tenderer (Agent) to submit medical report of the amah.
- 7.2.2 Amah seconded to SFC will be required to sign an undertaking statement to abide by the SFC Staff Code of Conduct. They will be subject to background vetting and required to disclose their securities and futures investments to SFC.
- 7.2.3 Replacement of amah to be arranged by the Agent in the event of amah's absence due to annual leave or sickness. Permanent replacement due to amah's resignation and/or retirement is subject to the pre-employment medical examination report of the amah recommended for deployment and the approval by the Planning and Administration Department.
- 7.2.4 Planning and Administration Department reserves the right to demand the Agent for a replacement amah should it consider that the services provided by the amah deployed is not satisfactory and out of the Department's reasonable expectations.
- 7.2.5 SFC will pay through the Agent to the amah for their services rendered outside office hours, if required.
- 7.2.6 The Agent is fully responsible for all statutory employee benefits requirement, e.g. insurance, MPF and holiday/sick leaves for its deployed amah to the SFC.
- 7.2.7 The Agent is required to follow the requirements of the Minimum Wage Ordinance.
- 7.2.8 The Agent shall enter into written Standard Employment Contract with his/her employees once appointed.
- 7.2.9 The service contract shall be terminated anytime by either party giving one month's notice in writing with reasons to the other.

8. Guidelines for Tenderers

- 8.1 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.

8.2 Preparation and Submission of Proposal

8.2.1 What form must proposals take?

All proposals must be in both writing and electronic form.

One hardcopy of each proposal must be provided, together with a softcopy on CD-ROM or USB. The softcopy should be in Microsoft Word or PDF format.

The SFC will not consider any proposal that is submitted in writing without an accompanying softcopy.

8.2.2 To whom must proposals be submitted?

Written proposals should be marked with the reference “**Provision of Amah Services**” and must be submitted in a sealed envelope and deposited to the collection box for TENDER DOCUMENT at the following address:

Tender Box
Securities and Futures Commission
54th Floor, One Island East
18 Westlands Road
Quarry Bay
Hong Kong

8.2.3 What is the deadline for the submission of proposals?

Proposals must be received by the SFC at the above-mentioned addresses on or before 2:00pm on 21 January 2022. The SFC will not consider any late proposals.

8.2.4 How must proposals be set out?

Each proposal must be separated into the following parts:

- (a) a Price Schedule; and
- (b) a Corporate Profile including Proposed Service Provisions, etc.

Details in relation to what should be specified in the Price Schedule is set out in Appendix A to this document.

8.2.5 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 having sufficient time to consider all proposals validly submitted, Tenderers should keep their proposals 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.

8.3 Queries Regarding This Invitation to Tender Made in Response

8.3.1 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.

8.3.2 What if a Tenderer has any queries?

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

Ms. Bessie CHEUNG
Assistant Manager
Planning and Administration, Corporate Affairs
Telephone : 2231 1784
Email : admin@sfc.hk

9. Confidentiality

9.1 All information presented in or as a result of this Invitation to Tender, including information disclosed by the SFC 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 SFC.

9.2 All responses and other materials submitted in response to this Invitation to Tender will become the property of the SFC. The SFC 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 exercise unless expressly agreed in writing to protect specifically identified information.

10. Conflict of Interest

10.1 No Party may have any interest which conflicts, or has the potential to conflict, with its duties to the SFC under the proposal. If a Party has any interest which conflicts, or has the potential to conflict, with its duties to the SFC under the proposal, the Party should clearly state this in its proposal. This requirement extends to the Party's associates, associated persons, group companies and each member of the Party's professional staff (and their associates and associated persons).

11. Prevention of Bribery

11.1 A Party shall prohibit its directors, employees, agents, and sub-contractors who are involved in this Invitation to 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.

- 11.2 The Party 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.

12. Grievance Procedures

- 12.1 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.
- 12.2 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:
- 12.2.1 Criminal activity, such as accepting a bribe;
 - 12.2.2 Financial or administrative malpractice;
 - 12.2.3 Misconduct or improper behaviour;
 - 12.2.4 Failure to comply with legal obligations such as those set out in the Securities and Futures Ordinance;
 - 12.2.5 Endangering occupational health or safety;
 - 12.2.6 Attempts to suppress or conceal information relating to any of the above.
- 12.3 The Policy on Public Interest Grievances can be found on the SFC website. Please contact the Commission Secretary of the SFC if you have any questions.

Appendix A - Price Schedule

The Price Schedule should contain all of the following:

1. Executive Summary

This part should provide a full summary of the service fees structure

2. Fees Schedule

2.1 All fees must be quoted in Hong Kong Dollars.

2.2 All fees should be properly itemized and explained and include all amounts payable in terms of monthly salary and service fee

Monthly Salary pay to Amah	Agency Fee	SFC Monthly Rate

Submission without fee breakdown in this prescribed format will not be considered.

3. Payment Terms and Arrangements

Payment will be made on a monthly basis upon receiving invoice with at least 30 days payment term.

Appendix B – Confidentiality Acknowledgement

Acknowledgement and Undertaking

Acknowledgment in relation to the preservation of secrecy pursuant to section 378 of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (“SFO”) and avoidance of conflict of interests pursuant to section 379 of the SFO.

Terms in this acknowledgement shall have the same meaning as defined in the SFO, unless otherwise defined herein.

To: _____

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

- (1) Subject to subsection 13(A), except in the performance of a function under, or for the purpose 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 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.

TAKE NOTICE THAT IF YOU CONTRAVENE SECTION 378(1) OF THE SFO YOU COMMIT AN OFFENCE UNDER SECTION 378(10) OF THE SFO. ANY PERSON WHO COMMITS AN OFFENCE UNDER SECTION 378(10) 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.

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

(1) Subject to subsection (2), any member of the Commission or any person performing any function under any of the relevant provisions shall not directly or indirectly effect or cause to be effected, on his own account or for the benefit of any other person, a transaction regarding any securities, structured product, futures contract, leveraged foreign exchange contract, or an interest in any securities, structured product, futures contract, leveraged foreign exchange contract or collective investment scheme -

- (a)** which transaction he knows is or is connected with a transaction or a person that is the subject of any investigation or proceedings by the Commission under any of the relevant provisions or the subject of other proceedings under any provision of 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 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 realize the securities or structured product for the purpose of repaying money secured under paragraph (d); or
- (f)** to realize the securities or structured product in the course of performing a duty imposed by law.

(3) Any member of the Commission or any person performing any function under any of the relevant provisions shall forthwith inform the Commission if, in the course of performing any function under any such provisions, he is required to consider any matter relating to -

- (a)** any securities, futures contract, leveraged foreign exchange contract, structured product, or an interest in any securities, futures contract, leveraged foreign exchange contract, collective investment scheme or structured product -
 - (i)** in which he has an interest;
 - (ii)** in which a corporation, in the shares of which he has an interest, has an interest; or
 - (iii)** which -
 - (A)** in the case of securities, is of or issued by the same issuer, and of the same class, as those in which he has an interest;
 - (B)** in the case of a futures contract, is interests, rights or property based upon securities of or issued by the

- same issuer, and of the same class, as those in which he has an interest; or
- (C)** in the case of a structured product, is interests, rights or property based on a structured product of or issued by the same issuer, and of the same class, as that in which he has an interest; or
- (b)** a person -
- (i)** by whom he is or was employed;
 - (ii)** of whom he is or was a client;
 - (iii)** who is or was his associate; or
 - (iv)** whom he knows is or was a client of a person with whom he is or was employed or who is or was his associate.

TAKE NOTICE THAT IF YOU CONTRAVENE SECTION 379(1) AND/OR SECTION 379(3) OF THE SFO YOU COMMIT AN OFFENCE UNDER SECTION 379(4) OF THE SFO. ANY PERSON WHO COMMITS AN OFFENCE UNDER SECTION 379(4) 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.

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 “person” has the meaning attributed to it in section 3 of the Interpretation and General Clauses Ordinance (Cap. 1) 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/We acknowledge that I/we have received and read carefully a copy of sections 378 and 379 of the Securities and Futures Ordinance (Cap. 571), and understand that these sections (in particular, sections 378(1) and 379(1), (2) and (3)) impose statutory obligations on me/us. I/We further confirm that I/we understand and agree to be bound by the provisions of sections 378 and 379 of the Securities and Futures Ordinance (Cap. 571).

Signature

Name / Entity name (as applicable)

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

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

Date

Witnessed by:

Signature

Name

Title

Date