



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

Invitation to Tender

Provision of Project Management Services for Office Relocation and Reinstatement 2020

May 2019

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1. Introduction

The Securities and Futures Commission (“SFC”) now invites professional project management service providers to submit proposals for its consideration for appointment as the Project Manager and to provide full project management services from inception to completion of the SFC’s office relocation and reinstatement project.

2. Invitation to Tender and Interpretation

The SFC invites tenders containing proposals for the “**Project Management Services – Office Relocation and Reinstatement 2020**” with scope of work specified in section 3 “Our Requirements”.

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

“Tenderer” means the person or persons or corporation tendering for the project, and includes the executors or administrators and permitted assigns of such person or persons or corporation;

“Contract” means a formal agreement to be entered into between the SFC and the successful Tenderer in relation to the provision of independent property consultancy services containing such terms and conditions as the parties shall agree, including (but not limited to) those terms set out in the section 5 “Payment and other terms” herein (unless the same shall have been modified or amended by the SFC); and

“Contractor” means the Tenderer whose tender is accepted.

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 Background

- 3.1.1 The SFC currently occupies approximately 146,884 sq ft (lettable) in Cheung Kong Center (“CKC”). We also operate an offsite storage facility in Hopewell Centre, Wan Chai, with an area of approximately 4,908 sq ft (lettable). The existing lease of both premises will expire on 1 September 2020.
- 3.1.2 We have recently signed a new lease for 9 floors at One Island East (“OIE”) in Quarry Bay as our new office accommodation. All staff currently housed in CKC and Hopewell Centre will be relocated to OIE. The total headcount of the SFC (including contractors and temporary staff) is approximately 1,200 as of April 2019.
- 3.1.3 We are scheduled to take possession of the whole of 45/F & 46/F from 1 February 2020, and the whole of 47/F, 48/F, 50/F, 51/F, 52/F, 53/F & 54/F from 1 April 2020. The combined lettable area of the 9 office floors in OIE is approximately 194,384 sq ft.
- 3.1.4 We expect the relocation schedule would be arranged by phases between May and June 2020 according to the completion of the renovation work in the new office. After moving out of our existing CKC and Hopewell Centre offices, we are required to reinstate and hand over the premises to the landlord in a “bare-shell” condition by 1 September 2020.

3.2 Scope of Work

- 3.2.1 The successful Tenderer will be required to provide full Project Management services from inception to completion for our office renovation and reinstatement project. The project manager is responsible for ensuring the project is delivered on time, within scope and within budget. This would include but not limited to the tasks identified below:
- (a) To develop project scopes and objectives, involving all relevant stakeholders and ensuring technical feasibility;
 - (b) To assist with and co-ordinate all the procurement of and, where necessary draft RFPs for additional professional services including the services of Designer(s), Consultant(s), and Contractor(s);
 - (c) To advise on the selection and appointment of the professional services team (incl. Designer(s), Consultant(s), and Contractor(s));
 - (d) To develop and maintain the overall project milestone schedule and to review and verify the integration of the Design team’s services & deliverables, and anticipated construction schedules;
 - (e) To co-ordinate with all the professional services including the Designer(s), Consultant(s) and Contractor(s), and manage any sub-contracted specialists such as Mechanical & Electrical, Structural, Lighting, Audio Visual, Air-

conditioning, Fire Safety, Plumbing and Drainage, Security, Telecommunications, Computer Systems, etc;

- (f) To attend and participate in meetings with SFC senior management as required;
- (g) To chair and take minutes of regular project team meetings and meetings with all professional services providers as required;
- (h) To monitor and manage the performance of the professional services team to ensure it fulfils its roles and responsibilities, and to check all work produced by the project team in terms of quality and consistency;
- (i) To manage the overall construction planning, actual construction on-site, defects and variations and to conduct on-site meetings;
- (j) To maintain ongoing dialogue with the professional service team and to escalate issues to the SFC with oversight for the construction;
- (k) To develop and maintain a project risk management plan for the project;
- (l) To manage and oversee the project budget, including timely advice on any situation which may increase the cost of the project or result in delayed completion;
- (m) To create and maintain comprehensive project documentations;
- (n) To review any change requests and submit to the SFC with final terms and price for consideration and approval;
- (o) To interface with the landlord on behalf of the SFC, and manage the process of obtaining landlord approvals;
- (p) To manage the removalist and relocation of existing offices, including preparation of detailed planning for the relocation from CKC and Hopewell Centre by phases;
- (q) To manage the reinstatement of existing offices in CKC and Hopewell Centre;
- (r) To advise on all statutory obligations with which the SFC must comply, and to liaise with statutory bodies on behalf of the SFC as required;
- (s) To review final accounts and assist in defects rectification.

3.3 Deliverables

The successful Tenderer will be required to produce but not limited to the deliverables identified below:

- (i) Project plan, detailed delivery schedule and budget;
- (ii) Project risk management plan and change management procedure;
- (iii) RFP for the Designer(s), Consultant(s) and Contractor(s);

- (iv) Recommendation report on submissions from the Designer(s), Consultant(s) and Contractor(s);
- (v) Contract documentations;
- (vi) Regular report on project progress and issues.
- (vii) Detailed relocation plan to the new office.

3.4 Timetable

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

Milestone	Target Completion Date
Issue Invitation to Tender	6 May, 2019
Tender close	17 May, 2019
Project start	July 2019
Planning, design and procurement	July 2019 to January 2020
Site possession (45/F & 46/F)	1 February, 2020
Site possession (47/F, 48/F, 50/F-54/F)	1 April, 2020
Construction	February to June 2020
Office move	May to June 2020
Reinstatement	June to August 2020

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 services 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. The softcopy should be in Microsoft Word format or Adobe Acrobat format.

4.1.4 To whom must proposals be submitted?

Written proposals should be marked with the reference "**Provision of Project Management Services for Office Renovation and Reinstatement 2020**" 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 17 May 2019**. 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:

Mr. Michael Chang
Director
Planning and Administration,
Corporate Affairs
Securities and Futures Commission
21st Floor, Cheung Kong Center
2 Queen's Road Central, Hong Kong

Telephone: 2231 1547
Fax: 2293 5820
Email: mchang@sfc.hk

Ms. Leane Ma
Senior Manager
Planning and Administration, 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 requirements
(b)	Prior project management experience in large scale office renovation and reinstatement projects
(c)	Qualifications and experience of team members
(d)	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

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.

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 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).

5.4 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.

5.5 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.

5.6 Confidentiality

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. Information must not be released to external parties without the express written consent of the SFC.

All responses and other materials submitted in response to this document 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 document unless expressly agreed in writing to protect specifically identified information.

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.

5.7 Prevention of Bribery

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. 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.

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 SFC, 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 SFC who believe that they have discovered improper practices or misconduct relating to the running of the SFC or work related activities of employees of the SFC to report these in a constructive manner.

This policy is for any person who has an employment contract with the SFC, is on secondment to the SFC, is engaged as an independent consultant by the SFC or is a contractor or supplier of services to the SFC. 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 project management approach.

2. The Approach

This section should describe the proposals in detail and explain how the proposed approach meet the 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.

5. Appendices

5.1 Team and Structure

Names, qualifications and work experience of key personnel;

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 fees proposal, and any payment arrangements.

2. Proposed Fees

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 out-of-pocket expenses should be given.

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

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

To: Securities and Futures Commission:

“Provision of Project Management Services for Office Renovation and Reinstatement 2020”

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

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