



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

Invitation to Tender

Contract Manager - Technology Service Communication

13 March 2019

Contents

| | |
|--|---|
| Purpose | 3 |
| The position | 3 |
| Requirements | 3 |
| Responsibilities | 4 |
| Terms and conditions | 4 |
| Proposal format | 5 |
| Fee quotation format | 5 |
| Confidentiality | 6 |
| Conflict of interest | 6 |
| Prevention of bribery | 6 |
| How to submit proposal | 7 |
| Appendix A – Confidentiality Acknowledgement | 8 |

Purpose

1. The purpose of this Invitation to Tender (Notice) is to invite prospective service providers / recruitment agencies (Agency) to submit a proposal to provide a professional in the capacity of Manager - Technology Service Communication.

The position

2. The Contract Manager – Technology Service Communication (the Position) is responsible to lead, plan, and execute all employee communications for the Information Technology (IT) department.
3. The Position will be on a 12-month secondment contract. Subject to the staffing requirement situation, the contract is renewable upon expiry.
4. The primary objective for the Position is to drive effective communications strategies and campaigns to increase adoption and understanding of major changes related to new software tools, business application systems, and processes.

Requirements

5. University graduate in technology or marketing communication related disciplines.
6. Strong IT industry knowledge and strong record of working experience in technology solutions promotion, communication and implementation, preferably in the financial sector or regulatory environment.
7. Excellent communication skills in English, both written and verbal, preferably a native English speaker with strong ability to deal with people at all levels and possess public speaking techniques to articulate and explain technology solutions and ideas in plain and simple language for both technical and non-technical audiences.
8. Good exposure in technology related project/programme management, such as in the areas of office automation, case management & process flow solutions, business intelligence, web based applications and external facing web services.
9. Familiar with UX design and be able to create wireframes, prototyping and illustrations is an advantage.
10. Practical experience in training materials production (including video clips and web contents), and in leading technology solution training, is a plus.

Responsibilities

11. Review/prepare communication related materials to improve IT communications and campaigns for various types of audiences.
12. Lead IT service promotions to raise user awareness and acceptance of new services, and maintain proper and timely incident communication with users.
13. Work with IT subject matter experts or the helpdesk trainer to plan, design, organise and conduct IT trainings to equip internal users with adequate know-hows in using IT systems and solutions.
14. Formulate and develop plans for improving the IT training portal and organising a training video library.
15. Lead and participate in various stages of IT project activities to learn and to get familiar with the business requirements and IT solutions.

Terms and conditions

16. 12 months contract period on full-time basis starting from 1 May 2019, with an option to extend upon contract expiry. Subject to the candidates' availability, the Securities and Futures Commission (SFC) may choose to start the contract at an earlier or a later date.
17. Payment will be made on a monthly basis in arrears.
18. The Agency shall only bill the SFC for the gratuity payment (if applicable) upon the end of the contract period with the conditions that all the contractual terms have been fulfilled, and the end of contract performance evaluation of the successful candidates are satisfactory.
19. The successful candidate is required to sign an undertaking statement to abide to the SFC's Staff Code of Conduct. He/She will also be subject to background vetting by the police and ICAC, and required to disclose his/her local securities and futures investment portfolio and ongoing transactions to the SFC.
20. In addition to public holidays, the successful candidate shall entitle to 15 days of paid leave within the 12-month contract period. Leave applications will require approval by the reporting supervisor(s).
21. The appointed Agency shall bear full responsibility of the welfare of the successful candidate contracted to the SFC. For proposal evaluation purpose, Agency should state clearly in the proposal the fringe benefits (e.g. provident fund, bonus) and any other measures offered to the candidate.

Proposal format

22. The proposal should include but not limited to:
- 22.1 an offer letter;
 - 22.2 the company's latest audited accounts/financial statement;
 - 22.3 any exceptions to the requirements;
 - 22.4 detail CV of each proposed candidate, including the earliest available date;
 - 22.5 fees quotation.

Fee quotation format

23. The fees quotation must be submitted in the following prescribed format. Unless otherwise specified, the default currency is Hong Kong Dollar (HKD).

Sample:

| | (a) | (b) | (c) | (d) | (e) | (f) | |
|--------------------|---|---|-------------------------|--|---|--------------------------------|--|
| Name of candidates | Candidate's monthly take home pay (incl. employee's MPF contribution) | Agency's monthly charge (incl. employer's MPF contribution) | Total monthly fee [a+b] | End contract candidate's take home gratuity pay [^] | End contract Agency's charge on gratuity [^] | Total contract cost [c*12+d+e] | Total % of Agency fee [(b)*12+(e)/(f)] |
| Mr. A | \$30,000 | \$4,500 | \$34,500 | \$50,000 | \$5,000 | \$469,000 | 12.6% |
| Ms. B | \$40,000 | \$4,000 | \$44,000 | \$0 | \$0 | \$528,000 | 9.09% |
| Mr. C | \$35,000 | \$3,500 | \$38,500 | \$0 | \$0 | \$462,000 | 9.09% |
| Ms. D | \$45,000 | \$4,000 | \$49,000 | \$60,000 | \$10,000 | \$658,000 | 8.81% |

[^] Agency should provide details or the nature of the gratuity pay, e.g. bonus, cash incentives, performance pay, etc. This will be a one-time payment upon the contract expiry.

****Fee quotation not provided in the above prescribed format will be disqualified****

Confidentiality

24. All information presented in or as a result of this Notice, 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.
25. All responses and other materials submitted in response to this Notice 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 Notice unless expressly agreed in writing to protect specifically identified information.
26. **Submission without a signed copy of the Confidentiality Acknowledgement (Appendix A) will not be considered.**

Conflict of interest

27. If the Agency or any of the proposed candidates have any interest which conflicts, or has the potential to conflict, with its duties to the SFC under the proposal, the Agency should clearly state this in its proposal. This requirement extends to the Agency's associates, associated persons, group companies and each member of the Agency's professional staff (and their associates and associated persons).

Prevention of bribery

28. The Agency shall prohibit its directors, employees, agents, and sub-contractors who are involved in this Notice 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.
29. The Agency 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.

How to submit proposal

30. If your company is interested in providing the service, please submit one hardcopy of the proposal in a sealed plain envelope bearing no logo, and a softcopy on a CD/DVD. The softcopy should be saved in Adobe Acrobat format, i.e. PDF.
31. The proposal package should be marked with the reference "Contract Manager – Technology Service Communication" and reach us before **2:00pm, Tuesday, 2 April 2019** at:

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

Please note that the SFC will not accept late proposals. In case of enquiries, please contact the following responsible officer:

Mr. C K Mok
Senior Manager
Information Technology, Corporate Affairs
Telephone : (852) 2231 1193
Email : ckmok@sfc.hk

Agency not contacted for an interview arrangement within two weeks from the Notice closing date may consider their bid unsuccessful.

Appendix A – 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.

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