



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

Invitation to Tender

Provision of SIM Cards for Data and Voice Services

28 November 2019

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Invitation to Tender

Provision of SIM Cards for Data and Voice Services

We are pleased to invite your company to submit a tender in respect of the captioned services.

If your company is interested in providing the services described in the Invitation to Tender, please send your tender in accordance with the requirements stated in the Invitation to Tender by 2:30pm 18 December 2019. Late proposals will not be considered.

Introduction

1. Background

1.1 The purpose of this Invitation to Tender (the “Tender”) is to invite prospective vendors to submit a proposal and price quotation on providing SIM cards and its associated data and voice services plan to support the Securities and Futures Commission (“SFC”) mobile devices.

2. Invitation to Tender and Interpretation

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

2.1.1 “Contract” means a formal agreement to be entered into between the SFC and those successful tenderer(s) in relation to the service containing such terms and conditions as the parties shall agree including (but not limited to) those terms set out in this invitation to tender (unless the same shall have been modified by the SFC); and

2.1.2 “tenderer” means the person or persons or corporation tendering for the service and includes the executors and administrators and permitted assigns of such person or persons or corporation.

Requirement Specifications

3. The following services plan and SIM cards will be required by the SFC:

3.1 Data and voice (for Smartphone)

Item	Specification
Indicative no. of SIM	Not less than 160 supported by one or more service provider(s)
Contract period	12 months (1 April 2020 to 31 March 2021) <ul style="list-style-type: none"> ▪ Additional subscriptions added during the contract period shall end by the same contract end date of 31 March 2021. ▪ Optional : allow (at most 5 numbers) changing of subscribed phone number via Mobile Number Portability (MNP) during the contract period with same contract end date of 31 March 2021.
Network	4G

Local data usage	Unlimited with tethering (Please indicate support for tethering and limitations on any type of traffic as well as any additional charges required)
Local voice minutes	Minimum 1000 minutes per plan (pool sharing)
Local SMS	Free intra-network SMS
Services include	Mandatory : Call forwarding, voice mail, caller display, call waiting and conference call, etc. Optional : Barring of call without caller display.
Data roaming day-pass service	<ul style="list-style-type: none"> ▪ For supported countries : Default to enable data access. ▪ For unsupported countries : Default to block data access. ▪ Tethering : Enabled (Please indicate if this option is not available or with additional charges). ▪ Please indicate if voice roaming is available for areas with no data roaming service provider coverage.
IDD service	Support for most countries
Wi-Fi service	Unlimited

3.2 Data only (for Tablet / USB modem / Pocket WiFi)

Item	Specification
Indicative no. of SIM	Not less than 80 supported by one or more service provider(s)
Contract period	12 months (Additional subscriptions added during the contract period shall end by the same contract end date of 31 March 2021.)
Network	4G
Local data usage	Unlimited with tethering

Data roaming day-pass service	<ul style="list-style-type: none"> ▪ For supported countries : Default to block data access. ▪ For unsupported countries : Default to block data access. ▪ Tethering : Enabled (Please indicate if this option is not available or with additional charges).
Wi-Fi service	Unlimited

3.3 Data with device (USB modem / Pocket WiFi)

Item	Specification
Indicative no. of SIM	Not less than 5 supported by one or more service provider(s)
Contract period	12 months (Additional subscriptions added during the contract period shall end by the same contract end date of 31 March 2021.)
Network	4G
Local data usage	Unlimited with tethering
Data roaming day-pass service	<ul style="list-style-type: none"> ▪ For supported countries : Default to block data access. ▪ For unsupported countries : Default to block data access. ▪ Tethering : Enabled (Please indicate if this option is not available or with additional charges).
Wi-Fi service	Unlimited

3.4 The following minimum service levels are also required:

- 3.4.1 Guaranteed service uptime of 99.99% per year;
- 3.4.2 24 x 7 hotline, email and remedial support services;
- 3.4.3 10 workdays in advance email alert notice for scheduled maintenance.

- 3.5 Please also state clearly in the quotation the provision lead time required for the SIM card delivery, installation and migration of SIM. The migration service, if required, should include the planning, testing, rollout and cost involved in the migration. We expect the service to be effective on 1 April 2020.

Guidelines for Tenderers

4. 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.

4.1 Preparation and Submission of Proposals

4.1.1 What must proposals cover?

- (a) Tenderers are requested to provide the price quotation in the format specified in Appendix C.

4.2 To whom must proposals be submitted?

- 4.2.1 All proposals should be in hardcopy, together with a softcopy in Microsoft Word format (Office 2007 or above) or Adobe Acrobat format (version 6 or above) on CD-ROM, marked with the reference “Provision of SIM Cards for Data and Voice Services” 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

4.3 What is the deadline for the submission of proposals?

- 4.3.1 Proposals must be received by the SFC at the above-mentioned addresses on or before 2:30pm 18 December 2019.

- 4.3.2 The SFC will not consider any late proposals.

4.4 How must proposals be set out?

- 4.4.1 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 provide 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 8 - 11 of this Invitation to Tender;
- (ii) stating the period that the offer is to remain open;
- (iii) containing an acknowledgement and agreement that the SFC :
- (iv) is not bound to accept the lowest tender or any tender;
- (v) reserves the right to make changes to the service requirement; and
- (vi) will not defray any expenses incurred in tendering and/or in negotiating the Contract, whether successful or otherwise
- (vii) signed by the duly authorized officer of the tenderer.

4.4.2 Details in relation to what should be specified in each part are set out in APPENDIX A and B to this document.

4.5 How long should tenderers' offers remain open?

4.5.1 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.

4.5.2 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.

5. Queries Regarding This Invitation to Tender Or Proposals Made In Response

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

5.1.1 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 or in writing, or in any manner that the SFC deems fit.

5.2 What if a tenderer has any queries?

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

Mr. Patrick Leung
Manager
Information Technology, Corporate Affairs
Telephone : 2231 1645
Email : pkfleung@sfc.hk

Or

Mr. Y.W. Wong
Senior Manager
Information Technology, Corporate Affairs
Telephone : 2231 1671
Email : ywwong@sfc.hk

Or

Ms. Bessie Cheung
Assistant Manager
Planning and Admin, Corporate Affairs
Telephone : 2231 1784
Email : bcheung1@sfc.hk

6. Notification of Results and Rejection of Proposals

6.1 The SFC will notify each shortlisted-tenderer by letter before 31 March 2020 of finalising its selection as to whether or not they have been selected by the SFC

6.2 The SFC retains the right to reject any or all tenders(s) submitted.

7. Acceptance

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

Payment And Other Terms

8. Payment terms

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

- 9.** Conflicts of interest
- 9.1 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 the 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).
- 10.** The incorporation of proposals into Contract signed with the SFC
- 10.1 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.

Grievance Procedures

- 11.** 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.
- 11.1 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:
- 11.1.1 Criminal activity, such as accepting a bribe;
 - 11.1.2 Financial or administrative malpractice;
 - 11.1.3 Misconduct or improper behaviour;
 - 11.1.4 Failure to comply with legal obligations such as those set out in the Securities and Futures Ordinance;
 - 11.1.5 Endangering occupational health or safety;
 - 11.1.6 Attempts to suppress or conceal information relating to any of the above.
- 11.2 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.

Confidentiality

12. 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.
- 12.1 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.

Conflict of Interest

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

Prevention of Bribery

14. A Proposer 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.
- 14.1 The Proposer 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.

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 services.
2. The Proposed Service Plan
 - 2.1 This section should describe the proposals in detail and explain how the proposals meet the conditions and requirements set out in Section 2, and describe any limitations and compatibility issues associated with the proposals.
3. Vendor Profile
 - 3.1 The tenderer should provide full details of its company profile. This should include the following matters:
 - 3.1.1 the company's background and history;
 - 3.1.2 other relevant information
4. Other Relevant Information
 - 4.1 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
2. This part should provide a full summary of the service fees structure
3. Fees Schedule
 - 3.1 All fees must be quoted in Hong Kong Dollars.
 - 3.2 All fees should be properly itemized and explained.
 - 3.3 In order to make easier comparison among different proposal among vendor, tenderer must submit the Fees quotation in the format as outlined in appendix C. The SFC reserves the right to accept or reject all or any part of a proposal.
4. Payment Terms and Arrangements
 - 4.1 Payment will be made on a monthly basis upon receiving invoice with at least 30 days payment term.

Appendix C : Fees Schedule Format

Please provide the quote and respective details by completing or following the fee schedule table below

1. Data and voice (for Smartphone)

1.1 SIM only

Monthly Plan

Item	Particular
Monthly fee (HK\$)	
Monthly plan includes:- <ul style="list-style-type: none"> ▪ Basic voice minutes (pool sharing) ▪ Local data usage (with tethering) ▪ Number of Intra-network SMS ▪ Free Value Added Services (please specify details) 	

Thereafter charges

Item	Amount (HK\$)
Thereafter charges:- <ul style="list-style-type: none"> ▪ Voice minute ▪ Intra-network SMS ▪ Inter-network SMS ▪ International SMS ▪ MMS ▪ IDD voice minutes ▪ Voice roaming charge ▪ Data roaming day-pass (please indicate support for tethering and limitations on any type of traffic as well as any additional charges required) 	

2. Data only (for Tablet / USB modem / Pocket WiFi)

Monthly Plan

Item	Particular
Monthly fee (HK\$)	
Monthly plan includes:-	
<ul style="list-style-type: none"> ▪ Local data usage (with tethering) 	

Other charges

Item	Amount (HK\$)
Other charges:-	
<ul style="list-style-type: none"> ▪ Data roaming day-pass (please indicate support for tethering and limitations on any type of traffic as well as any additional charges required) 	

3. Data with device (for USB modem / Pocket WiFi)

Monthly Plan

Item	Particular
Monthly fee (HK\$)	
Monthly plan includes:-	
<ul style="list-style-type: none"> ▪ Local data usage (with tethering) 	

Other charges

Item	Amount (HK\$)
Other charges:-	
<ul style="list-style-type: none"> ▪ Data roaming day-pass (please indicate support for tethering and limitations on any type of traffic as well as any additional charges required) 	

Appendix D : 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