



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

Invitation to tender for the revamp of the SFC website and its content management system

12 July 2019

Invitation to tender

Revamp of SFC website and its content management system

We are pleased to invite your company to submit a proposal in respect of the captioned project. A copy of the Invitation to Tender is attached and is available for download from the “Invitations to tender” section of the Securities and Futures Commission (SFC) corporate website (www.sfc.hk).

If your company is interested in providing the services described in this document, please submit your tender to the SFC by **2:00pm, 9 August 2019** to the following address (**clearly stating on the envelopes “SFC Website and CMS Revamp”**). Tenderers should drop their tender proposals into the TENDER BOX at the following address. For more details, please refer to the “Submission of tender” section of this document.

**Securities and Futures Commission
30/F, Cheung Kong Center
2 Queen’s Road Central
Hong Kong**

Late proposals will not be considered.

Contents

Introduction and interpretation	4
Requirements	4
Submission of tender	6
Payment and other terms	9
Grievance procedures	11
Offering gratuities	12
Appendix A	13
Appendix B	16

Introduction and interpretation

1. The SFC manages a corporate website (www.sfc.hk) which allows the public to assess up-to-date information about its work and regulations. To improve process efficiency and the user experience, the SFC plans to revamp the website's content management system (CMS) as well as its search functions and overall look and feel.
2. The SFC now invites tenders for this project and expects it to be completed before 31 August 2020.
3. The project scope will cover the following key areas:
 - 3.1 Revamp the overall design of the SFC website
 - 3.2 Set up a new CMS for the SFC website
 - 3.3 Migrate all website contents from the existing system to the new CMS
 - 3.4 Enhance the website's search functions
 - 3.5 Migrate the on-premise website hosting environment to a public/hybrid cloud environment
4. In this document, the terms below 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 revamp of the SFC website and its CMS containing such terms and conditions as the parties shall agree, including (but not limited to) those terms set out in the section "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.

Requirements

5. Your company is invited to prepare website design proposals, technical proposals covering project management, the new CMS, enhancements to the website's search functions, migration of the on-premise environment to cloud, integration of web applications, post go-live maintenance and support services as well as quotations, with a breakdown of the pricing and justifications for all tasks related to the project.

6. Specifications

Tenderers are invited to sign and return the Confidentiality Acknowledgement (Appendix B) to us if you wish to review details of and attend a briefing session on

the tender's Technical Requirements, including the technical environment description and the use of the SFC's logo and colour scheme.

The briefing session will be held at 10:00am, Wednesday, 24 July 2019 at the SFC office. Tenderers who are interested to join should indicate their intention, together with the names of the attendees, when they return the signed acknowledgement to us via email to it@sfc.hk before 5:00pm, Friday, 19 July 2019. Email addresses, phone numbers of your contact persons, and the number of attendees should also be included.

Please refer to Appendix A for high-level requirement details relating to the project.

7. Project delivery

The project should be completed before 31 August 2020.

8. Preparation of tender

8.1 What should the tender cover?

(a) Two design proposals in A3-size format for the home page and overall look and feel of the SFC website. Each design proposal should include home page designs for PC monitors, tablets and mobile phones as well as new designs for other pages in the size of PC monitors only.

(b) Technical proposal covering project management, the development of a new CMS, migration of contents from the existing system to the new CMS, enhancements to the website's search functions, migration of the on-premise web environment to the cloud, integration of web applications, and post go-live maintenance and support services. The Tenderer is free to include any information that it considers to be relevant to its proposal. However, as a minimum, the proposal should contain the following:

(i) Executive summary

This section should provide a full summary of the proposed solutions.

(ii) Proposed solutions

This section should describe the proposal in detail and explain how it meets the conditions and requirements set out in the Requirements section as well as any limitations and compatibility issues associated with the proposal.

(iii) Exceptions to the SFC's conditions and requirements

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.

(iv) Tenderer's profile

Tenderers should present their company profiles, including the organisational structure of the company and the makeup of the project team, and highlight recent projects of a similar nature (i.e., CMS revamp and website design) in their credentials, especially their work done for statutory or public bodies. Tenderers should describe their previous experience (with references to previous work) in content management development and website design.

(v) Appendices

Project team and structure

Names, detailed qualifications and work experience of all team members and their respective roles and responsibilities within the team structure.

Provision of ongoing support services

Tenderers' capability to provide ongoing CMS maintenance and enhancement services to the SFC and their proposed service offering format.

8.2 What format should the tender take?

Tenders must be submitted in both hardcopy and softcopy stored in either a CD-ROM, DVD or USB memory storage. The softcopy should be in Microsoft Word or PDF format.

9. Submission of tender

Tenderers should submit the offer in **two separate packages and clearly state "SFC Website and CMS Revamp" on both envelopes:**

Package A in the form of a letter duly signed and containing:

- (a) the offer to engage in the said website and CMS revamp project, stating that the Tenderer has examined the Specifications, Conditions of Tender and Certain Conditions of Contract (Documentation), and that it agrees to carry out the works in conformity and in compliance with the terms of the Documentation;
- (b) the quotation in compliance with paragraph 10 below;
- (c) an undertaking to use best endeavours and in good faith to finalise the Contract promptly and to commence the work immediately thereafter;
- (d) an agreement that the SFC:
 - (i) is not bound to accept the lowest quotation;

- (ii) reserves the right to make changes to the specifications and conditions;
- (iii) will not defray any expenses incurred in tendering the offer and negotiating the Contract, whether successful or otherwise; and
- (e) details of your contact persons.

Package B containing hardcopies and softcopy of all proposals, company profile and credentials.

10. Quotations

Quotations should be fixed and stated in Hong Kong dollars.

Tenderers should break down the quotation for (i) project management; (ii) website design; (iii) CMS development; (iv) content migration; (v) search function enhancements, (vi) on-premise to cloud migration; (vii) web applications integration; and (viii) post go-live maintenance and support services.

Tenderers should state clearly the assumptions on which the costs are based and calculated.

In order to allow the SFC sufficient time to consider all tenders, tenderers should keep their quotations valid 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 tender.

11. Enquiries regarding the invitation

Any queries regarding this invitation to tender should be made to:

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

Or

Mr Joseph CL Lee
Senior Manager
External Relations, Corporate Affairs
Telephone: 2231 1594
Email: jcllee@sfc.hk

12. Deadline

Both packages are to be delivered to the SFC by **2:00pm** on or before **9 August 2019** (Closing Date) in sealed envelopes.

While the envelopes should not bear any company logo, the tenders should be made on the company's letterhead or clearly marked with the company logo for identification.

Tenderers should drop packages A and B into the TENDER BOX at the following address:

Securities and Futures Commission
30/F, Cheung Kong Center
2 Queen's Road Central
Hong Kong

Under normal circumstances, the SFC will not consider late or incomplete submissions. In case a rainstorm black warning or typhoon signal no. 8 or above is hoisted or remains hoisted between 9:00 am and 12:00 noon on the tender Closing Date, the tender closing time will be extended to 12:00 noon on the next working day following the affected Closing Date.

13. Offer

This invitation to tender is not an offer by the SFC and should not be so construed. By submitting a Tender, a Tenderer will be treated as having made an offer to the SFC. Tenders shall remain valid for a period of 90 days from the Closing Date. A Tenderer whose Tender has not been accepted may withdraw the Tender by notice in writing served on the SFC only after the 90-day period but before a notification of acceptance thereof has been given to the Tenderer. Changes to the Tender, once submitted, are not permitted unless in circumstances referred to in paragraph 17, "Revisions of tenders".

14. Evaluation of proposals

There are two parts to the SFC's evaluation process in the order of: (1) evaluation of the design and technical proposals, and (2) evaluation of the quotations. The quotations will only be considered after the SFC has evaluated the design and technical proposals. The SFC will not make any selection based solely on price. Thus, the lowest of any tender will not necessarily be accepted.

If the SFC considers that any aspect of the proposals requires clarification from the Tenderer, the SFC may request that the Tenderer: (1) supplements its proposal; or (2) answers the SFC's queries orally or in writing, or in any manner that the SFC deems fit.

The SFC may invite shortlisted Tenderers to attend meetings with the SFC's relevant personnel after initial screening.

The SFC retains the right to reject any or all tenders submitted for any reason whatsoever.

Tenderers not hearing from us within 2 months from the tender Closing Date may consider their bid unsuccessful

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

Documents of unsuccessful Tenderers will be destroyed by the SFC.

Payment and other terms

15. Payment terms

The SFC will make payments to the Contractor in the following manner:

- 10% of the total Contract price upon the SFC and the Contractor entering into the Contract;
- 40% of the total Contract price upon the SFC acceptance of the website design and system readiness for UAT;
- 30% of the total Contract price upon production rollout; and
- 20% of the total Contract price upon the completion of the warranty period and acceptance of all the required deliverables.

16. Termination of service

The Contractor 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 of comparable standing in the industry but if for whatever reason, the SFC, in its opinion, concluded that the Contractor has failed to meet its expectations or if the Contractor should breach any terms of the Contract, the SFC shall have the right to give one month's notice in writing to terminate the Contract. Subject to consent by the SFC, the Contractor shall be entitled to reimbursement of an amount reflecting the extent and value of the work completed.

17. Revisions of tenders

Revisions are not normally permitted unless in cases of manifest error or where the SFC has consented to the changes as revisions are necessitated by detailed discussions or changes to project or specification requirements. All revisions or amendments must be made and documented in writing.

Shortlisted tenderers may be required to submit revised website designs if necessary.

18. Sub-contracting of services

Tenderers may sub-contract part of the services. The SFC will ask shortlisted Tenderers to specify the sub-contractors they intend to employ for the project and to supply information on the sub-contractors. The Tenderer undertakes to procure that these potential sub-contractors shall keep confidential all information concerning the SFC that comes into their possession or to their knowledge during the course of preparing the Tender, whether or not in tangible form. The SFC reserves the right to reject any sub-contractors.

19. Incorporation of proposals into Contract signed with the SFC

Any proposals and responses to the SFC's enquiries submitted by the Contractor may form part of the Contract made between the SFC and the Contractor.

Every representation by the Contractor (whether of fact or performance, and whether set out in the proposal or otherwise) will be incorporated as warranties in the Contract between the SFC and the Contractor. Therefore, any statement of fact or performance that the Tenderer does not wish to be treated as a warranty should be clearly indicated.

20. Confidentiality

The Contractor shall undertake that it and its sub-contractors shall keep all information concerning the SFC that comes into its possession confidential save and except information which is already in publication but not because of leakage by the Contractor. All information, drawings, samples, models, etc, relating to the SFC (collectively Confidential Information) that may be supplied to the Tenderers during the tender process shall be treated as confidential by each Tenderer and shall be used only for the purpose for which it was disclosed and shall not be disclosed to any third party. For details, please refer to the Confidentiality Acknowledgement (Appendix B). Each Tenderer shall at the completion of the tender process, upon request, return to the SFC all Confidential Information together with all copies and extracts thereof in whatever medium it has been recorded.

21. Publicity

The Contractor shall not publish or use any advertising or other publicity material in connection with the Project nor include the name of the SFC in its list of clients without the prior written consent of the SFC.

22. Costs and expenses

All work done or services performed for the purposes of preparing the offer are on the Tenderers' own account and not recoverable from the SFC. The SFC will not defray any expenses incurred in the tender process or in respect of the negotiation of the Contract.

23. Conflicts of interest

Tenderers must declare in the Tender any conflicts of interest they may have, including any relatives employed by the SFC or special business connections with the employees of the SFC and whether, to the Tenderer's knowledge, any employee of the SFC or any relative of an employee of the SFC has or is reputed to have any financial or other interest in the Tenderer.

Grievance procedures

24. The SFC, as a public body, has a duty to conduct its affairs in a responsible and transparent manner. We therefore have put in place Grievance Procedures with effect from 1 April 2004. The policy on Public Interest Grievances is intended to assist persons engaged by or who work in or 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 SFC employees to report these in a constructive manner.

25. 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; and
- attempts to suppress or conceal information relating to any of the above.

26. The Policy on Public Interest Grievances can be found on the SFC corporate 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.

Offering gratuities

27. The tenderer shall not, and shall procure that his employees, agents and sub-contractors shall not, offer, solicit or accept an advantage as defined in the Prevention of Bribery Ordinance (Cap. 201) in connection with the tendering and execution of this contract.
28. Failure to so procure or any act of offering, soliciting or accepting advantage referred to in paragraph 27 committed by the tenderer or by an employee, agent or sub-contractor of the tenderer shall, without affecting the tenderer's liability for such failure and act, result in his tender being invalidated.

High-level requirement details related to the project

Project management

Project manager	As a single point of contact between the Contractor's project team and the SFC in all matters, and to oversee the implementation of the project.
Team composition	<p>The team structure and members are expected to possess the necessary skill and relevant experience for the project.</p> <p>The composition of the project team should include but not limited to a project manager, a creative designer, a user experience (UX) designer, developers & programmers, a search engine optimisation (SEO) analyst, and quality controllers.</p>

Website design

Compatible with W3C	The webpage design must comply with Level AA of World Wide Web Consortium (W3C) standard for HTML and Web Accessibility Initiative (WAI).
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Content Management System (CMS)

Content migration	All contents of the SFC website will be migrated to and managed under the new CMS. However, content layout for the new website may change, and new sections and webpages may also be added after the commencement of the project.
Migration of programmed content	The existing SFC website uses programming codes to provide specific functions at certain sections of the website (i.e., programmed contents). For example, contents are automatically updated to move obsolete information to lapsed sections of the website (see the Current Offer Period Tables page for reference). Tenderer should propose solutions to provide similar functions for the programmed contents to function properly under the CMS. Relevant information will be provided in the Technical Environment Description mentioned in paragraph 6 on page 5 of this document.
Authority hierarchy	The CMS should support multiple usage authority levels, such as authorities to create, edit and approve selected sections of the website.
Launch timer	The CMS should support the pre-set time function for posting or take-down of approved contents.
Content templates	The CMS should provide multiple content templates for the creation of new webpages.
Content editor	Content editor of the CMS should support the importing and formatting of contents directly from MS Word documents.

Online form	The CMS should support the existing online complaint form and the creation of other new online forms.
Video	The CMS should support the display of videos on the SFC website.
Web accessibility	<p>Webpages generated by the CMS should comply with Level AA of W3C standard for HTML and WAI. The CMS should have an alert function for non-W3C-compliant contents.</p> <p>Tenderer will propose solutions which ensure that new PDF documents created and posted on the website are compliant with Level AA of W3C standard for HTML and WAI.</p>
Responsive webpages	Webpages generated by the CMS should be adjustable for viewing for standard screen PC monitors, widescreen PC monitors, tablets and mobile phones. The CMS should allow viewing of draft contents in different screen sizes during the approval process.
Sharing via social media	The social media sharing function of individual webpages will be managed under the CMS.
Really Simple Syndication (RSS)	RSS subscription for selective contents should continue to be available on the SFC website and managed under the CMS.
Website visit statistics	Tenderer will propose solutions to provide, on demand, unique visit statistics for selected webpages within specified periods (e.g., on a monthly basis).
Audit trail	The CMS should provide and maintain audit logs to record user actions, events, and access history. Each entry should include information such as destination and source addresses, a timestamp, and user login name/ID.

Search function enhancements

Tailor-made search functions	Currently these are three tailor-made functions for the SFC website, namely Search regulation by topics , SFC Codes Search and SFC Guidelines Search . Tenderer will propose solutions to incorporate these functions into the website's advanced search functions.
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Re-hosting the environment to the public/hybrid cloud

Cloud services	<p>Tenderer will propose a cost-effective cloud services provider with local presence and representatives stationed in Hong Kong SAR for SFC's consideration.</p> <p>The Contractor should initially provision the cloud service environment for development, system integration, and user acceptance testing purposes until the project is ready to move to the production, where the production environment will be procured by the SFC.</p>
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Web environment	Re-hosting the current on-premise internet infrastructure environment to the cloud services. Design and propose a setup which best suits the SFC's requirement and adheres to the industrial security standard.
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Integrations

Search engine	The SFC will provide an existing search engine for the Contractor to carry out integration work, and to build a new simple search and an advanced search webpage for the new website.
Mass mailing distribution	The SFC is using an external email marketing service provider to distribute email communications to subscribers of the SFC updates and news. The Contractor will integrate the email marketing platform in the new website, and build a new subscription webpage for subscribers to opt in and opt out of the SFC update alerts.
Chinese characters conversion	The SFC is using a Chinese character conversion platform converting between Traditional and Simplified Chinese characters.
Cascaded style sheets	The Contractor will design and develop a common set of cascaded style sheet (CSS) files in HTML framework for applying to in-house developed web applications.

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 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.

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 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