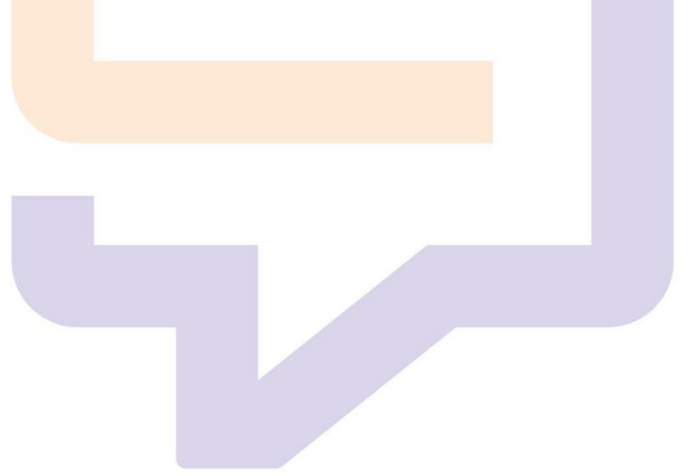


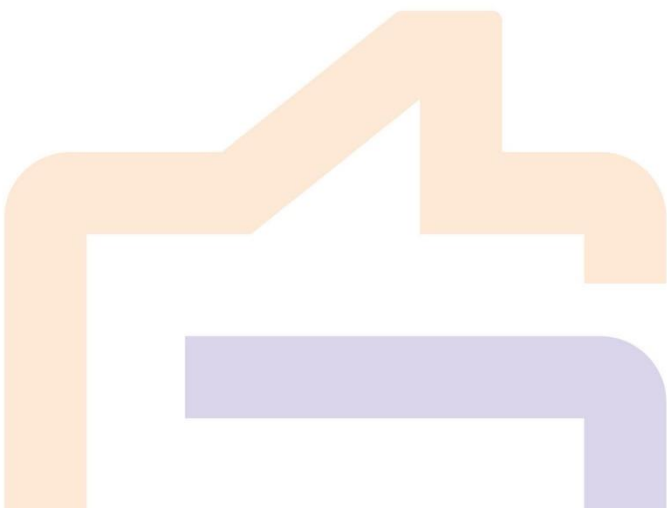


投資者及理財教育委員會
Investor and Financial
Education Council



Invitation to Tender

Invitation to Tender for Outreach Financial Speakers for Investor and Financial Education Programmes



(Blank page)

Invitation to Tender

Outreach Financial Speakers for Investor and Financial Education Programmes

The Investor and Financial Education Council (IFEC) is pleased to invite your company to submit a proposal for the captioned project. A copy of the Invitation to Tender is attached and is available for download from the "Invitation to Tender" section on the path below:

<https://www.ifec.org.hk/web/en/about-ifec/invitation-to-tender.page>

The submission deadline of the tender is **11:00 AM on 1 December 2023**. If your company is interested in providing the services described in the Invitation to Tender, please submit your tender to the IFEC to the following address.

**Investor and Financial Education Council
c/o Securities and Futures Commission
38/F, One Island East
18 Westlands Road, Quarry Bay
Hong Kong**

Late proposals will not be considered.

For and on behalf of the
Investor and Financial Education Council

Mr Lik Sang AU
Head of Innovation and Partnerships
Investor and Financial Education Council

30 October 2023

Table of contents

1. About the Investor and Financial Education Council	3
2. Invitation to tender and interpretation	4
3. Project overview and scope of work	4
4. Indicative project timeline	7
5. Budget indication	7
6. Notes to Tenderer	8
7. Guidelines on Tenderers on proposal submission	9
8. Payment and other terms	12
<i>Appendix A – Reference</i>	14
<i>Appendix B – The technical part</i>	15
<i>Appendix C – Price schedule</i>	16
<i>Appendix D – Acknowledgement and Undertaking</i>	17
<i>Appendix E – Declaration of interests</i>	23
<i>Appendix F – Declaration of anti-collusion</i>	24

1. About the Investor and Financial Education Council

The Investor and Financial Education Council (IFEC) is an independent public organisation and a subsidiary of the Securities and Futures Commission (SFC), dedicated to improving financial literacy in the Hong Kong Special Administrative Region (HKSAR). The IFEC is supported by the four financial regulators, the Hong Kong Monetary Authority, the Insurance Authority, the Mandatory Provident Fund Schemes Authority and the SFC, and the Education Bureau.

Our mission

Our mission is to equip the public with the knowledge and skills to make informed financial decisions to manage money wisely.

Our work

In April 2016, we launched The Chin Family platform to provide comprehensive, credible and impartial investor and financial education information, tools and resources to the Hong Kong public.

Our areas of work include:

- tailored education programmes and seminars that address the needs of target groups;
- investor and financial education tools, services and support for parents, social workers and teachers;
- collaboration with stakeholders and community partners to extend the reach of our investor and financial education work to people from all walks of life in Hong Kong.
- mass media campaigns to raise awareness and deliver pertinent investor and financial education messages;

Background of the IFEC



Following the HKSAR Government's public consultation in February 2010 and the subsequent amendment of the Securities and Futures Ordinance in May 2012, the Investor Education Centre was established in November 2012. The Investor Education Centre was renamed the Investor and Financial Education Council (IFEC) in January 2019 to reflect the breadth of the organisation's role and commitment to financial education in Hong Kong.

The Chin Family



The Chin Family is the consumer-facing platform, launched in 2016, to help the IFEC connect with various segments of the public. The IFEC aims to make investor and financial learning more accessible and less daunting, by presenting information in a friendly and easy-to-understand manner. Through the characters of The Chin Family, the IFEC delivers tailored topics to various target segments and make information more relatable. Educational content, tools and resources are made available via the IFEC website and its social media channels such as Facebook, Instagram and YouTube.

Over the years, the IFEC has launched various initiatives and campaigns to provide information on trending, evergreen, and thematic financial topics. Widespread promotion via different channels has resulted in the steady growth of our brand awareness and appeal.

2. Invitation to tender and interpretation

2.1 The IFEC provides a variety of investor and financial education programmes with different partners through various guest lectures, talks, webinars, seminars and workshops (collectively the “sessions”). A number of investor and financial education programmes have been piloted and evaluated. In general, the demand for these sessions is high and such high demand cannot be solely met by the IFEC staff. We are seeking a contractor to deliver sessions for our target audiences on behalf of the IFEC.

2.2 The IFEC invites tenderers to submit written proposals for the Project.

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

“Project” means the project described in Sections 3 and 4 hereof;

“Tenderer” means the person or persons or corporation tendering for the Project;

“Contract” means a formal agreement to be entered into between the IFEC and the Contractor in relation to the Project containing such terms and conditions as the parties shall agree including (but not limited to) those terms set out in Section 6 hereof (unless the same shall have been modified by the IFEC);

“Contractor” means the Tenderer whose tender is accepted by the IFEC;

“Financial speaker (FS)” means the financial speaker who delivers seminars on behalf of the IFEC; and

“Partner” means the organisation that allows the IFEC to deliver investor and financial education programmes with their audience.

3. Project scope and deliverables

3.1 The term of this service will run from 1 April 2024 to 31 March 2026.

3.2 The contractor shall:

a) recruit, employ and train a team of Financial Speakers (“FS”) with qualifications as stated in

Section 3.4 to deliver various sessions, including but not limit to Section 3.3 on behalf of the IFEC

- b) provide a list of potential FS with their qualifications for IFEC's assessment and appointment
- c) manage a team of trained FS which can sufficiently meet the demand of sessions
- d) ensure FS deliver sessions to the standards that are set by the IFEC as stated in Section 3.5
- e) act as a versatile role to handle session requests with the partners; manage and arrange FS to deliver sessions at the schedules approved by the IFEC
- f) explore with the partners using the programmes to further expand reach and solicit on-request sessions with high number of attendees
- g) provide administrative and logistic support for the delivery of sessions
- h) propose, design and develop new investor and financial education topics, as well as updating the existing content, including presentation materials (PowerPoint) in English and Chinese, train-the-trainer kits for the review and approval of the IFEC
- i) regularly review and work with the IFEC to come up with schedule of new topic rollout
- j) provide an annual webinar plan and schedule regular webinars for the target segments (working adults and seniors)
- k) promote the regular sessions to external partners and participants for enrolment
- l) develop joint sessions and webinars for seniors to fulfil their investor and financial education needs
- m) maintain the code of conduct for FS to hold liable to the acts and omissions of FS in delivering sessions
- n) maintain the quality and service levels as required by the IFEC
- o) derive and implement an annual FS development plan which covers orientation, technical, soft-skills training to new FS and continuous training to FS
- p) provide at least two training workshops to FS, project team and the IFEC members, subject to the IFEC's approval
- q) provide marketing services to solicit more new partners
- r) promote the sessions to potential partners of the IFEC which aim to exceed the estimated participant reach as outlined in Section 3.3e.

3.3 In addition to the sessions requested by the IFEC and the partners, the current investor and financial education programmes include the followings:

- a) **Practical Personal Financial Management Programme (Tertiary students)**
The programme targets tertiary students and the IFEC mainly partners with tertiary institutions by embedding the programme in the credit-bearing modules. The programme consists of one or two sessions of 1 to 1.5 hours each which covers essential financial life skills, money and credit management, financial planning, insurance, and investment. The sessions are delivered in Cantonese or English as requested by the partners.
- b) **Employee Financial Wellness Programme (Working adults)**
The programme offers a range of topics, including insurance, investment, and retirement planning for the partners, who are mainly employers and NGOs, to choose from. Each topic

consists of a thematic session. The sessions are delivered in Cantonese or English as requested by the partners.

c) Single-session for seniors (Seniors)

The programme consists of a series of four sessions of 1.5 to 2 hours each and addresses the key financial issues that seniors face. The programme partners include elderly centres, elder academies and other organisations which serve young retirees. The programme aims to enhance the knowledge and ability of retirees in how they manage their finances, adopt proper investing practices, understand financial products for retirees and plan for their estates. The sessions are mainly delivered in Cantonese.

d) New sessions and other ad-hoc sessions (School students, working adults and seniors)

The IFEC may develop and add new topics during the duration of the service period. The new sessions and other ad-hoc sessions, at the request of the partners, can be of a specific topic such as cryptocurrency, estate planning, etc. These sessions usually last for 1 to 2 hours, depending on the topic and individual arrangement. The sessions are delivered in Cantonese or English as requested by the partner.

e) The following table summarises the estimated demand, without any commitment from the IFEC, of the sessions that stated in Section 3.3a to 3.3d for the term of service:

From 1 April 2024 to 31 March 2026	No. of sessions	No. of attendees
Estimated Total	170	9,000

f) The sessions stated in Section 3.3a to 3.3d requires 2 working hours at the respective partners' location or webinar platform. About 80% of these sessions are held during working hours (i.e., 9:00 am to 6:00pm) on weekdays, while the remaining are held after working hours (i.e., after 6:00pm) or weekends.

g) Class size of each session varies from 25 to 100 or above. The Contractor shall work closely with the partners to reach the minimum class size of 25. The partners are responsible for the participants' recruitment and enrolment. Or if requested by the IFEC or the partner, the Contractor is responsible for the participants' recruitment and enrolment.

3.4 To deliver the quality sessions, the FS should have the below qualifications and skills:

- a) Bachelor's degree or above, preferably in business, finance, or related discipline
- b) professional qualifications such as CFA, CFP^{CM} are preferred
- c) with frontline working experiences in serving retail financial customers gained from banking, insurance, investment and/or retirement sectors
- d) with teaching or training experiences in finance and/or financial planning
- e) capable to communicate effectively with any or all segments as mentioned in section 3.3
- f) excellent presentation, communication and interpersonal skills
- g) fluent in Cantonese and English

3.5 The appointed and trained FS are expected to deliver the sessions according to the standards as set out in the IFEC Quality Assurance Mechanism which covers the following key areas of measurement and to be measured by the IFEC and Contractor:

- a) time management
- b) preciseness of content delivered
- c) impartiality of information provided
- d) classroom management and engagement with the participants
- e) presentation skills
- f) feedback, both positive or negative, received from the programme partners and session participants, if any

FS are also evaluated by participants with a post-session evaluation form.

The IFEC Quality Assurance Mechanism will also review the performance of the Contractor's project team in terms of their overall project management which includes management of FS, administrative supports and marketing services.

The Contractor will prepare an annual quality assurance report for the review and approval of the IFEC. The report summarises both the quantitative and qualitative feedback. It will be used to review the Contractor's performance annually. The Contractor is expected to take immediate remedial actions, in case discrepancies are identified.

3.6 Key Performance Indicators (KPI)

- a) The Contractor shall support and sustain the programme reach in the term of service by committing 170 sessions.
- b) The Contractor shall enhance the participation of each session by working closely with the partners and target to reach over 9,000 attendees.

4. Indicative project timeline

Target date	Milestone
30 October 2023	Issuance of tender
1 December 2023	Deadline for the proposal submission
Early March 2023	Appointment of Contractor
April 2024 to end of March 2026	Project delivery

5. Budget indication

The budget indication is up to HKD\$1,500,000 from 1 April 2024 to 31 March 2026. The tenderer shall provide an indicative pricing reference for each financial year in the price schedule:

Financial Year	Items	Amount (HKD\$)
2024/2025		
2025/2026		

6. Notes to Tenderers

6.1 Insurance

Without prejudice to the Contractor's liability to indemnify the IFEC under the Contract, the Contractor shall at its own expense maintain for the benefit of, and in the joint names of, the Contractor and the IFEC the following insurance policy covering the period from the date of the Contract to the completion of the Project:

Public Liability Insurance - in respect of personal injury, death, loss and damage to property, up to an indemnity limit of HK\$10,000,000 per occurrence, arising out of or being caused by the carrying out of the Contract by the Contractor, its employees or agents.

6.2 Intellectual property

Subject to the terms of the royalty and other relevant copyright agreements, the IFEC shall have full, unrestricted and exclusive rights to use the products and services listed out in Section 3, 4, and 5 including the source code, show and disseminate them in any physical sites, media, stakeholder and its IFEC websites/platforms and to make use of the products or services for any purpose, and the right to make any future adjustments to the contents of the products.

The Contractor is not allowed to use the products for any purpose other than those set out in the Contract, without the prior consent and authorisation of the IFEC in writing.

The Contractor shall warrant that the Project or any part of it produced by the Contractor or on its behalf will not infringe any patent, trademark, copyright, registered design or other intellectual property rights of any third party and agree to indemnify the IFEC for any such claim, liability, proceedings and costs arising therefrom.

6.3 Financial reports

Before signing of the Contract, the Tenderer must provide proof of their financial position for vetting by the IFEC.

6.4 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 IFEC in its list of clients without the prior written consent of the IFEC.

6.5 Environmental requirements

The Contractor shall take all precautions to avoid any nuisance or damage to the environment arising from the execution of the Contract.

7. Guidelines for Tenderers on proposal submission

These guidelines are intended to provide Tenderers with guidance on the procedure for submitting their proposals and the approach that the IFEC will generally adopt in assessing such proposals. They do not bind, and are not intended to bind, the IFEC in any way. The IFEC reserves the right to accept or reject all or any part of all or any proposal. The IFEC is not bound to accept the lowest or any tender submitted.

7.1 Preparation and submission of proposals

- (a) In your proposal, the charges for each item must be separately quoted with the total cost for the services provided.

Tenderers may propose alternatives to the IFEC's conditions and requirements if they consider that such conditions and requirements are either not feasible or do not provide the IFEC with the best solution in the circumstances.

- (b) All proposals in writing must be submitted in both physical and electronic form.

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

The IFEC will not consider any proposal that is submitted in writing but without the accompanying softcopy.

- (c) Written proposals should be marked with the reference "**Outreach Financial Speakers for Investor and Financial Education Programmes**", and must be submitted in a sealed envelope and deposited into a TENDER BOX at the following address:

**Investor and Financial Education Council
c/o Securities and Futures Commission
38/F, One Island East
18 Westlands Road, Quarry Bay
Hong Kong**

- (d) Proposals must be received by the IFEC at the above-mentioned address **on or before 11:00 AM on 1 December 2023**. The IFEC will not consider any late proposals.

In case a rainstorm black warning or typhoon signal no. 8 or above is hoisted or remains hoisted between 9:00 am and 11:00 am on the tender closing date, the tender closing time will be extended to 11:00 am on the next working day following the affected closing date.

- (e) Each proposal must be separated into the following parts:

- A Technical Part describing the proposal, project plan and schedule.
- A Price Schedule.
- A Letter: and
 - a. offering to carry out the works 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 3, 4 and 5 of this invitation to tender.

- b. stating the period that the offer is to remain open.
- c. undertaking to negotiate in good faith to finalise promptly the Contract and to commence work immediately thereafter.
- d. containing an acknowledgement and agreement that the IFEC:
 - is not bound to accept the lowest tender or any tender.
 - reserves the right to make changes to the specifications; and
 - will not defray any expenses incurred in tendering and/or in negotiating the Contract, whether successful or otherwise
- e. signed by the Tenderer (in the case of an individual) or a duly authorised officer of the Tenderer (in the case of a company).
- Signed Acknowledgement and Undertaking, Declaration of interests and Declaration of anti-collusion

For the proposal's hardcopy as well as its softcopy, the Technical Part, the Price Schedule and the Letter must be submitted as separate documents and be placed in separate envelopes. The envelope containing the Technical Part must be clearly marked "Technical Proposal". The envelope containing the Price Schedule must be clearly marked "Price Schedule". The envelope containing the Letter must be clearly marked "Offer Letter". Price information **must not** be specified in the Technical Part.

Details in relation to what should be specified in each part are set out in Appendices B (Technical Part), C (Price Schedule), D (Acknowledgement and Undertaking), E (Declaration of interests) and F (Declaration of anti-collusion) to this invitation to tender.

- (f) By making a proposal in response to this invitation to tender, the Tenderer will be treated as having made an offer to the IFEC. The Tenderer should clearly state in its proposal how long its offer will remain open. To allow the IFEC 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.
- (g) Documents of unsuccessful Tenderers will be destroyed by the IFEC.

7.2 Queries regarding this invitation to tender or proposals made in response

- (a) If the IFEC considers that any aspect of a proposal requires clarification from the Tenderer, the IFEC may request that the Tenderer to:
 - supplement its proposal; or
 - respond to the IFEC's queries verbally or in writing, or in any manner that the IFEC deems fit.
- (b) Any queries regarding this invitation to tender should be made to:

Mr Lik Sang AU

Head of Innovation and Partnerships
Investor and Financial Education Council

54/F, One Island East
18 Westlands Road, Quarry Bay, Hong Kong
Telephone: 2700 6011
Email: lsau@ifec.org.hk

Mr Vincent POON

Manager of Innovation and Partnerships
Investor and Financial Education Council
54/F, One Island East
18 Westlands Road, Quarry Bay, Hong Kong
Telephone: 2700 6068
Email: vincentpoon@ifec.org.hk

7.3 Evaluation of proposals

There are two parts to the IFEC’s evaluation process in the order of: (1) evaluation of the Technical Part and (2) evaluation of the Price Schedule. The Price Schedule will only be considered after the IFEC has evaluated the Technical Part. While pricing is one of the considerations, the IFEC will not make a selection based solely on price alone.

The technical proposals will be evaluated based on the criteria listed below

Evaluation Criteria

a.	Comprehensiveness, adequacy, depth of service and compliance to the proposed scope of works
b.	Company background, experience, and expertise
c.	Quality of proposal
d.	Feasibility of the implementation plan; Capabilities to operate similar project; Outreach network to different target segments and relevant organisations; The project team structure and dedicated personnel

The IFEC reserves the right to shortlist the Tenderers, based on the above-mentioned criteria and only the shortlisted Tenderers shall be required to make presentations of their proposals for the IFEC’s final evaluation.

7.4 Notification of results and rejection of proposals

The IFEC will notify each Tenderer by post and/or e-mail within 14 days upon the finalising of its shortlist of tenderers as to whether or not the tenderers have been shortlisted by the IFEC.

The IFEC will notify each shortlisted Tenderer by post and/or e-mail within 14 days of IFEC finalising its selection process as to whether or not its tender has been accepted by the IFEC.

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

7.5 Acceptance

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

8. Payment and other terms

8.1 Payment terms

The IFEC has a performance-based payment policy, under which payments will generally be made to the Contractor on actual delivery of services or products.

Wherever possible, and if the IFEC considers appropriate in the circumstances, the IFEC may make payments to the Contractor for each phase of the Project subject to agreement with the Contractor.

8.2 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 products and of a comparable standing in the industry but if for whatever reason, the IFEC in its opinion concludes that the Contractor is in breach of the Contract or does not provide the level of services required by the IFEC, the IFEC shall have the right to terminate the Contract by notice in writing to the Contractor.

8.3 Revision of tenders

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

8.4 Sub-contracting of services

If the Tenderer wishes to sub-contract any part (or all) of its obligations under its proposal (e.g., shooting), this must be clearly specified in the proposal. The Tenderer must also clearly specify in the proposal the precise services or obligations intended by the Tenderer to be sub-contracted. Tenderers shall seek prior written approval from the IFEC for the sub-contractors they propose. The IFEC reserves the right to disapprove any proposed sub-contracting or reject any sub-contractors proposed by the Tenderer.

8.5 The incorporation of proposals into the Contract signed with the IFEC

Any proposals and responses to the IFEC's inquiries submitted by the Contractor may form part of the Contract made between the IFEC 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 IFEC 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 in the proposal.

8.6 Confidentiality

The Contractor shall undertake that it and its sub-contractors shall keep all information concerning the IFEC that comes into its possession confidential save and except information which is already available to the public but not as a result of any leakage of such information by the Contractor. All information, documents, drawings, samples, models, etc. relating to the IFEC (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 Acknowledgement and Undertaking (Appendix D). Each Tenderer shall at the completion of the tender process, upon request, return to the IFEC all Confidential Information together with all copies and extracts thereof in whatever medium it has been recorded.

8.7 Cost and expenses

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

8.8 Conflicts of interest

The Tenderer must have no interest which conflicts, or has the potential to conflict, with its duties to the IFEC under the proposal. If the Tenderer has any interest which conflicts, or has the potential to conflict, with its duties to the IFEC under the proposals, the Tenderer should clearly state this in the proposal (refer to Appendix E). 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).

8.9 Anti-collusion

The Tenderer shall not communicate to any person other than the IFEC 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 IFEC 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 noncompliance, invalidate his tender. The tenderer shall submit to the IFEC a duly signed letter in the form set out in Appendix F. 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 / subcontractors to solicit their assistance in preparation of tender submission.

8.10 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.

Appendix A

IFEC Research

The IFEC has done an array of research to monitor the financial literacy level of Hong Kong people and identifying the knowledge and capability gaps that need to be filled.

Here are some of the research studies we have conducted over the past few years:

<https://www.ifec.org.hk/web/en/about-ifec/research.page>

IFEC social media platforms

IFEC The Chin Family Facebook

<https://www.facebook.com/ifec.thechinfamily>

IFEC The Chin Family Instagram

<https://www.instagram.com/ifec.thechinfamily>

IFEC The Chin Family YouTube

<https://www.youtube.com/channel/UCQe1XbhuvNVY12QA6H87Hlg>

Appendix B – 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 the following:

1. Executive summary

This section should provide a full summary of the proposal.

2. The proposal and service plan

This section should describe the proposal in detail and explain how the proposal meets the conditions and requirements set out in Section 3, 4 and 5, and describe any limitations and compatibility issues associated with the proposal.

3. Exceptions to the IFEC's conditions and requirements

If the Tenderer wishes to propose alternatives to the IFEC's conditions and requirements, these alternatives should be specified here. The Tenderer should explain:

- (a) why the IFEC's conditions and requirements do not provide the IFEC with the best solution in the circumstances; and
- (b) the ways in which the Tenderer's alternatives are better.

4. Vendor profile and credentials

The Tenderer should provide full details of its company profile. This should include the following:

- (a) the company's organisation, background and history.
- (b) the company's financial strength, supported by the latest audited report or financial summary.
- (c) a list of clients served in the past three years and a list of awards received for works similar to the Project handled in the past three years (if any).
- (d) its experience in and references for similar projects, especially those involving work done for statutory or public bodies.
- (e) other relevant information (e.g., sample works); and
- (f) names, years of experience and profiles of key personnel to be assigned to implement the Project.

5. Appendices

(a) Project team and structure

Names, qualifications and work experience of persons proposed to be assigned to implement the Project and the team structure.

(b) Other relevant information

The Tenderer can include any other information that it considers to be relevant to its proposal.

(c) Contact details

The tender should include details of all contact persons.

Appendix C - Price Schedule

This part should contain all the following:

1. Fees

- (a) All fees must be quoted in Hong Kong Dollars.
- (b) All fees should be properly itemized and explained.
- (c) The price quoted should be net and where applicable, they shall include trade and cash discounts and all expenses incidental to the due and proper performance of the Contract by the Contractor.
- (d) Price quoted
It will be assumed, unless the Tenderer clearly stipulates otherwise, that the price quoted by the Tenderer will remain valid and unchanged for the duration of the Contract. If, however, the Tenderer wishes to submit a conditional offer which contains a price variation clause, he may do so, with the clear understanding that such an offer may prejudice the award of the Contract. In any such case the basis of the price variation formula should be clearly stipulated and accepted by the IFEC in writing.
- (e) Accuracy of tender prices
Tenderers should make sure that the prices quoted are accurate before submitting their quotations. Under no circumstances will the IFEC accept any request for price adjustment on grounds that a mistake has been made in the tender price quotation.

2. Payment terms and arrangements

Payment must correlate with major milestone dates or achievements or deliveries, in accordance with the IFEC's performance-based payment policy (see Section 10 "Payment and other terms" above).

3. Agreement or Acknowledgement

The Fee Schedule shall also include an agreement or acknowledgement that the IFEC:

- is not bound to accept the lowest quotation;
- reserves the right to make changes to the specifications and conditions under the Invitation to Tender; and
- will not defray any expenses incurred in the tendering process and/or negotiating the Contract, whether successful or otherwise.

Acknowledgement and Undertaking

Acknowledgment in relation to the requirements for preservation of secrecy under section 378 of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (“**SFO**”) and sections 76A to 76G of the Anti-Money Laundering and Counter-Terrorist Financing Ordinance (Chapter 615 of the Laws of Hong Kong) (“**AMLO**”), and avoidance of conflict of interests under section 379 of the SFO and section 53ZTW of the AMLO (together, the “**Specified Provisions**”).

Terms in this acknowledgement shall have the same meaning as defined in the SFO and/or the AMLO (as the case may be), unless otherwise defined herein.

Note to prospective Tenderers

The Investor and Financial Education Council (IFEC) is a wholly owned subsidiary of the Securities and Futures Commission (“Commission”) created under the Securities and Futures Ordinance (“SFO”). Provisions under the SFO may, to the extent applicable, apply to the performance of function(s) delegated to the IFEC, as circumstances require.

I. Preservation of Secrecy Requirements

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

- (1) Subject to subsection (13A), 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.

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 “relevant provisions” is defined in section 1, Part 1 of Schedule 1 to the SFO to include the provisions of the SFO.

Sections 76A to 76G of the AMLO bind you and in particular sections 76B(1) and (2) provide as follows:

- (1) This section applies to—
 - (a) a matter that comes to a specified person’s knowledge in any of the following circumstances—
 - (i) by virtue of the specified person’s appointment under the AMLO;
 - (ii) in the course of performing a function under, or carrying into effect, a provision of the AMLO;
 - (iii) in the course of assisting another person in performing a function under, or carrying into effect, a provision of the AMLO; and
 - (b) a record or document that has come into a specified person’s possession in any of the circumstances mentioned in paragraph (a).
- (2) A specified person—
 - (a) must not communicate a matter referred to in subsection (1)(a)(i), (ii) or (iii) to a person; and
 - (b) must not allow another person to have access to a record or document referred to in subsection (1)(b).

The term “specified person” is defined in section 76A of the AMLO and includes-

- (a) the Commission;
- (b) a person who is or was a member, an employee, or a consultant, agent or adviser, of the Commission; or
- (c) a person who is or was—
 - (i) a person appointed under a provision of the AMLO;
 - (ii) a person performing a function under, or carrying into effect, a provision of the AMLO; or
 - (iii) a person assisting another person in the performance of a function under, or carrying into effect, a provision of the AMLO.

TAKE NOTICE THAT IF YOU CONTRAVENE SECTION 378(1) OF THE SFO YOU COMMIT AN OFFENCE UNDER SECTION 378(10) OF THE SFO AND IF YOU CONTRAVENE SECTION 76B(2) OF THE AMLO YOU COMMIT AN OFFENCE UNDER SECTION 76B(3) OF THE AMLO. ANY PERSON WHO COMMITS AN OFFENCE UNDER SECTION 378(10) OF THE SFO OR SECTION 76B(3) OF THE AMLO 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.

II. Conflict of Interests

Section 379 of the SFO binds you and in particular subsections (1), (2) and (3) of that section 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 OFC rules, 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.

Please refer to Part I for the meaning of the term “relevant provisions”.

Section 53ZTW of the AMLO binds you and in particular subsections (1), (2) and (3) of that section provide as follows:

- (1) Any member of the Commission or any person performing any function under the AMLO (the member or person called in this section a ***specified person***) must not directly or indirectly effect or cause to be effected, on the specified person’s own account or for the benefit of any other person, a transaction regarding any virtual assets—
 - (a) which transaction the specified person knows is, or is connected with a transaction or a person that is, the subject of any investigation or proceedings by the Commission under the AMLO; or
 - (b) which transaction the specified person knows is otherwise being considered by the Commission.
- (2) Subsection (1) does not apply to any transaction that a holder of virtual assets effects or causes to be effected by reference to any of their rights as such holder—
 - (a) to participate in a scheme of arrangement sanctioned by the Court of First Instance under the Companies Ordinance (Cap. 622);
 - (b) to charge or pledge the virtual assets to secure the repayment of money;
 - (c) to realize the virtual assets for the purpose of repaying money secured under paragraph (b); or
 - (d) to realize the virtual assets in the course of performing a duty imposed by law.
- (3) A specified person must inform the Commission if, in the course of performing any function under Part 5B of the AMLO, the specified person is required to consider any matter relating to—
 - (a) any virtual assets—
 - (i) in which the specified person has an interest;
 - (ii) in which a corporation, in the shares of which the specified person has an interest, has an interest; or

- (iii) that are of or issued by the same issuer as those in which the specified person has an interest; or
- (b) a person—
 - (i) by whom the specified person is or was employed;
 - (ii) of whom the specified person is or was a client;
 - (iii) who is or was the specified person's associate; or
 - (iv) whom the specified person knows is or was a client of a person—
 - (A) with whom the specified person is or was employed; or
 - (B) who is or was the specified person's associate.

TAKE NOTICE THAT IF YOU, WITHOUT REASONABLE EXCUSE, CONTRAVENE SECTION 379(1) AND/OR SECTION 379(3) OF THE SFO, YOU COMMIT AN OFFENCE UNDER SECTION 379(4) OF THE SFO AND IF YOU, WITHOUT REASONABLE EXCUSE, CONTRAVENE SECTION 53ZTW(1) AND/OR SECTION 53ZTW(3) OF THE AMLO, YOU COMMIT AN OFFENCE UNDER SECTION 53ZTW(4) OF THE AMLO. ANY PERSON WHO COMMITS AN OFFENCE UNDER SECTION 379(4) OF THE SFO OR SECTION 53ZTW(4) OF THE AMLO 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.

In the Specified 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 the Specified Provisions, and understand that these sections (in particular, sections 378(1) and 379(1), (2)

and (3) of the SFO and sections 53ZTW(1), (2) and (3) and 76B(1) and (2) of the AMLO) impose statutory obligations on me/us. I/We further confirm that I/we understand and agree to be bound by the Specified Provisions.

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

Appendix E – Declaration of Interests

To: The Investor and Financial Education Council:

I hereby declare that ⁽¹⁾ :

I, associated persons, group companies and each member of 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 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

Appendix F – Declaration of anti-collusion

To: The Investor and Financial Education Council:

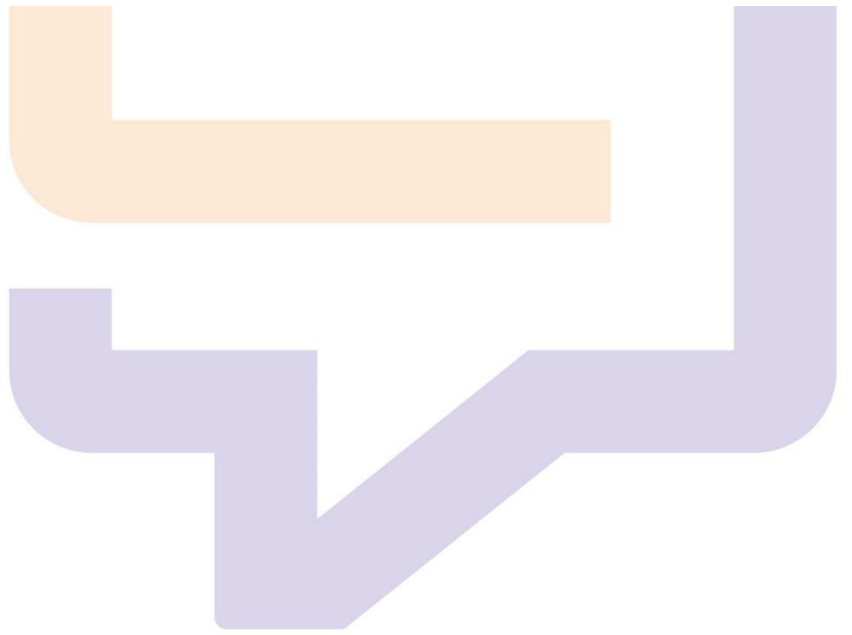
I / We⁽¹⁾, confirm that as at the time of submission of this Proposal and other than the Excepted Communications referred to in the last paragraph below, I / We⁽¹⁾ had not communicated to any person other than the IFEC the amount of any tender, adjusted the amount of any tender by arrangement with any 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 IFEC 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 IFEC 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.



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

☎ +852 2700 6000

📠 +852 2297 3300

🌐 www.ifec.org.hk

