



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

Invitation to Tender for Provision of Cisco Phone System Hardware and Software Upgrade

6 July 2012



Invitation to Tender for Provision of Cisco Phone System Hardware and Software Upgrade

We are pleased to invite your company to submit a tender in respect of the captioned project. A copy of the Invitation to Tender (the "Tender") is available for download from the "Request for Proposal" under "About the SFC" section of the SFC website (<http://www.sfc.hk>).

If your company is interested in providing the services described in the Invitation to Tender, please send your tender to the Commission at the address as shown in the Invitation to Tender by **2:00pm 30 July 2012**. Late proposals will not be considered.

For and on behalf of the
Securities and Futures Commission

Yuk Wai WONG
Senior Manager – Information Technology



Table of contents

Introduction	1
Requirement Specifications	1
Guidelines For Tenderers	5
Payment And Other Terms	7
Grievance Procedures	9
Appendix A : The Technical Part	13
Appendix B : The Price Schedule	15



Introduction

1. Background
 - 1.1 The Securities and Futures Commission (SFC), as part of its on-going effort to enhance its infrastructure, would like to upgrade the software and hardware of its existing Cisco IP phone system.
 - 1.2 The purpose of this Invitation to Tender (the “Tender”) is to invite prospective vendors to submit a proposal on providing the necessary software, hardware and services to upgrade the Commission existing Cisco IP phone system.
2. Invitation to Tender and Interpretation
 - 2.1 The SFC invites tenders containing proposals to supply, install, test, commission, migrate and maintain the Cisco IP Phone system for the Commission. The scope of the project and specification of the equipment needed are included in Section 4 to 11 of this Tender.
 - 2.2 In this document, the following terms shall have the following meanings:
 - 2.2.1 “Contract” means a formal agreement to be entered into between the SFC and those successful tenderer(s) 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 this invitation to tender (unless the same shall have been modified by the SFC);
 - 2.2.2 “project” means the project described in section 3 hereof; and
 - 2.2.3 “tenderer” means the person or persons or corporation tendering for the project and includes the executors and administrators and permitted assigns of such person or persons or corporation.

Requirement Specifications

3. Purpose
 - 3.1 The objective of the project is to upgrade the Commission existing Cisco IP Phone System.
4. Scope of Work
 - 4.1 The tenderer is expected to:-
 - 4.1.1 Provide software license for upgrading the Commission existing Cisco Communications Manager version 5.1 users software to version 8.6 with 16 Essential Users, 916 Enhanced Users and 916 Jabber IM Users (Jabber for Everyone).
 - 4.1.2 Provide Software license for upgrading the Commission existing Cisco Unity Connection version 2.1 software to version 8.5 with 835 user licenses.



- 4.1.3 Provide Software license for upgrading the Commission existing Cisco Contact Center Express version 5.0 software to version 8.5 with 20 Premium Seat Licenses.
- 4.1.4 Provide Hardware upgrade/replacement of the Commission existing Cisco MCS servers to Cisco UCS servers to run all the IPUC applications above. Each of the proposed server should have the following minimum configuration:
 - a) 2 x quad-core Intel 2.66-GHz Xeon E5640 processors or above;
 - b) Minimum 48-GB RAM
 - c) one DVD-RW drive
 - d) at least 1TB RAID protected 1TB usable SAS disk space
 - e) at least 7 Gigabit Ethernet ports
 - f) Redundant power supplies
 - g) Rack mountable with all mounting accessories
- 4.1.5 Provide Hardware upgrade/replacement to enable the Commission existing Cisco Contact Center Express to support HA as option.
- 4.1.6 Provide 3-year Cisco UCSS (Unified Communications Software Subscription) services for all the upgraded software.
- 4.1.7 Provide services to upgrade/migrate the existing phone system to the new hardware and software version with minimum downtime.
- 4.1.8 Ensure existing Web-dialer services, Cisco 2800 Series voice gateway, Call Accounting System, Verint Passive Voice Recording system version 11, RightFax 9.3 can be integrated with the upgraded IPUC system.
- 4.1.9 Provide License cost of Jabber for Desktop and Jabber for mobile as option.

5. Implementation Service

- 5.1 Installation and configuration services of all the provided hardware, software and accessories.
- 5.2 Hardware installation including rack mounting, cable patching and labelling.

6. Migration Service

- 6.1 A risk-free, seamless migration of the existing phone system to the new version must be adopted to avoid the migration risk and ensure no impact on the Commission's daily operation. The migration plan proposed should have an in-depth consideration on integration, minimal change, simple implementation and fallback procedures. The migration must be carried out after office hours.



7. Training and Documentation

7.1 The tenderer needs to provide trainings and educational materials to the Commission technical staff on both system administration and operations of the proposed solution.

7.2 All trainings have to be conducted at the SFC Office, unless with prior approval given by the Commission. All training sessions have to be conducted before production launch.

7.3 Document deliverables include but not limit to:

7.3.1 Design specifications & project plan.

7.3.2 Test plan, test specifications and test reports.

7.3.3 Training Guide.

7.3.4 Standard Product Manual including software media (where applicable) and license materials.

7.3.5 Problem log during overall project implementation.

8. Project Management

8.1 The tenderer shall provide project management service including but not limited to:-

8.1.1 Oversee the implementation of the whole project;

8.1.2 Make sure the proposed solution is delivered on schedule;

8.1.3 Serve as a quality controller to inspect service delivered.

9. Testing and Acceptance

9.1 The tenderer needs to manage and execute testing required for the phone system for the Commission's acceptance. The following services should be provided:-

- *Submit Test Plan, which outlines the scope, objectives, approach, responsibilities, resources and schedule of each test in different test phases.*
- *Submit Test Specifications, which outlines the test cases, test objectives, test procedures, expected results, pass/fail criteria for each testing phases.*
- *The Test Plan and Test Specifications shall be approved by the Commission before performing any tests.*
- *Any defects found during the tests shall be immediately rectified or resolved through circumvention by the tenderer at no cost to the Commission. Re-test shall be arranged by the tenderer after the rectification and the re-test shall be documented.*
- *Unit Test – The tenderer shall be required to perform a range of unit tests on site for each individual sub-system to demonstrate that all items have been installed properly.*



- *System Integration Test (SIT) – After the completion of all the unit tests for individual sub-system, the tenderer shall be required to perform SIT to demonstrate the delivered new phone system can work with the system detailed in para. 4.1.8.*
- *User Acceptance Test (UAT) – After the completion of all tests, the tenderer shall be required to perform UAT for the Commission to accept the delivered solution.*

10. Delivery and Installation

10.1 All hardware and software needed to be delivered to SFC not later than eight weeks after SFC confirmed the contract.

10.2 Since it is anticipated that some of the implementation will need to be carried out in non-office hours, tenderer should include in the proposal the services for non-office hours installation and implementation of the system.

11. Warranty, Support and Maintenance

11.1 The Commission prefers to have support and maintenance provided by original product manufacturer.

11.2 Warranty period of at least 3 years is required.

11.3 Service is to be provided 7 days x 24 hours x 365 days. This includes:

- (a) 24 x 7 on-site remedial maintenance and support services for all hardware, software items (where applicable);
- (b) Services provided to meet service level of hardware restoration time within 4 hours after the Commission places a service call;
- (c) Unlimited 24 x 7 telephone assistance for problem solving including both hardware and Software related problem;
- (d) Should any part or whole of equipment found to be defective, they must be replaced by new part or new equipment within the service level specified in the above part (b);
- (e) In event when no new part nor new equipment is available for the replacement, used part or equipment is acceptable only as a temporary solution until new part or equipment is ready;
- (f) Vendor shall make sure and/or carry out any firmware upgrade/downgrade to any replacement part or equipment to reinstate the Commission's standard version;
- (g) Services Fees shall cover all parts, labour, delivery, travelling and any other cost incurred. The Tenderer shall provide a primary and a secondary call number to the Commission for direct support. The Tenderer shall respond by telephone or by email within 30 minutes upon receipt of a fault call from the Commission.



Guidelines For Tenderers

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.

12. Preparation and Submission of Proposals

12.1 What must proposals cover?

12.1.1 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 in the circumstances.

12.2 What form must proposals take?

12.2.1 All proposals in writing must be submitted in both physical and electronic form.

12.2.2 One hardcopy of each proposal must be provided, together with a softcopy on CD-ROM (email is not accepted). The softcopy should be in Microsoft Word® format (version 6 or above) or Adobe Acrobat® format (version 6 or above).

12.2.3 The SFC will not consider any proposal that is submitted in writing without an accompanying softcopy.

12.3 To whom must proposals be submitted?

12.3.1 Written proposals should be marked with the reference "Provision of Cisco Phone System Hardware and Software Upgrade " and must be submitted in a sealed envelope and deposited to a TENDER BOX at the following address:

Securities and Futures Commission
8th Floor, Chater House
8 Connaught Road Central
Hong Kong

12.4 What is the deadline for the submission of proposals?

12.4.1 Proposals must be received by the SFC at the above-mentioned addresses on or before **2:00pm 30 July 2012**.

12.4.2 The SFC will not consider any late proposals.

12.5 How must proposals be set out?

12.5.1 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 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 16 - 21 of this Invitation to Tender;
- (ii) stating the period that the offer is to remain open;
- (iii) undertaking to negotiate in good faith to finalize promptly the Contract and to commence work immediately thereafter;
- (iv) containing an acknowledgement and agreement that the SFC:
 - is not bound to accept the lowest tender or any tender;
 - reserves the right to make changes to the project requirement; and
 - will not defray any expenses incurred in tendering and/or in negotiating the Contract, whether successful or otherwise
- (v) signed by the tenderer (in the case of an individual) or a duly authorized officer of the tenderer (in the case of a company).

12.5.2 For the proposal 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.

12.5.3 Details in relation to what should be specified in each part are set out in APPENDIX A (Technical Part) and B (Price Schedule) to this document.

12.6 How long should tenderers' offers remain open?

12.6.1 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.

12.6.2 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.

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

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

13.1.1 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.

13.2 What if a tenderer has any queries?

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

Mr. Yuk Wai WONG
Senior Manager – Information Technology
Securities and Futures Commission
21st Floor, Cheung Kong Center,
2 Queen's Road Central, Hong Kong

Telephone : 2842 7671
Fax : 2293 5831
Email : ywwong@sfc.hk

Or, alternatively:

Mr. Patrick LEUNG
Manager – Information Technology
Securities and Futures Commission
8th Floor, Chater House,
8 Connaught Road Central, Hong Kong

Telephone : 2842 7645
Fax : 2293 5740
Email : pkfleung@sfc.hk

14. Notification Of Results And Rejection Of Proposals

14.1 The SFC will notify each shortlisted-tenderer by e-mail within 14 days of finalising its selection as to whether or not they have been selected by the SFC.

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

15. Acceptance

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

Payment And Other Terms

16. Payment terms

16.1 The SFC has a performance-based payment policy, under which payments will be made on actual delivery of services or products.

16.2 Wherever possible, and if the SFC considers appropriate in the circumstances, the SFC will make payments to the successful tenderer of the project as follows:



- 16.2.1 10% of the total contract price upon the SFC and the successful Tenderer entering into a binding contract;
- 16.2.2 70% of the total contract price will be paid on the completion of the successful system roll out and acceptance of all required deliverables;
- 16.2.3 20% of the total contract price will be retained by the SFC and be paid 3 months after successful system roll out and to the satisfaction of the SFC.

17. Termination of service

- 17.1 The successful tenderer shall use its best endeavours to perform the Contract with such due care and skill as is expected of a provider of similar services and products and of a comparable standing in the industry but if for whatever reason, the SFC in its opinion, concludes that the successful tenderer is in breach of the Contract or does not provide the level of service required by the SFC, the SFC shall have the right to terminate the contract by notice in writing to the successful tenderer.

18. Sub-contracting of services

- 18.1 If a Tenderer wishes to sub-contract any part (or all) of its obligations under its proposal, this must be clearly specified in the proposal. The tender must also clearly specify the person(s) to whom the Tenderer wishes to sub-contract, and the precise services or obligations intended by the Tenderer to be subject to such sub-contract. Sub-contracting of services will not normally be permitted. SFC reserves the right to either accept or reject the subcontracting of services.

19. Conflicts of interest

- 19.1 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).

20. The incorporation of proposals into Contract signed with the SFC

- 20.1 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.
- 20.2 Every representation by the successful tenderer (whether of fact or performance, and whether set out in the proposal or otherwise) will be incorporated as warranties in any Contract between the SFC and such tenderer. SFC preserves the right to seek for an indemnity should the awarded tenderers fails to keep these warranties. Therefore, any statement of fact or performance that the tenderer does not wish to be treated as a warranty should be clearly indicated.

21. Code of Conduct for Onsite Consultants

- 21.1 All employees, sub-contractors and consultants of the successful Tenderer working at the SFC's office on a full-time basis will be bound by the SFC Staff Code of Conduct.



They will also be subject to prior police vetting and be required to disclose all dealing in securities and futures to the SFC. Exemption may be granted on a case by case basis.

Grievance Procedures

22. 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.
23. 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:
 - 23.1 Criminal activity, such as accepting a bribe;
 - 23.2 Financial or administrative malpractice;
 - 23.3 Misconduct or improper behaviour;
 - 23.4 Failure to comply with legal obligations such as those set out in the Securities and Futures Ordinance;
 - 23.5 Endangering occupational health or safety;
 - 23.6 Attempts to suppress or conceal information relating to any of the above.
24. The Policy on Public Interest Grievances can be found on the SFC website under “About the SFC”. Please contact the Commission Secretary of the SFC if you have any questions.



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 solution.
2. The Proposed Solutions and 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 4, and describe any limitations and compatibility issues associated with the proposals.
3. Exceptions to the SFC's Conditions and Requirements
 - 3.1 If a tenderer wishes to propose alternatives to the SFC's conditions and requirements, these alternatives should be specified here. The tenderer should explain:
 - 3.1.1 why the SFC's conditions and requirements do not provide the SFC with the best solution in the circumstances; and
 - 3.1.2 the ways in which their alternatives are better.
4. Vendor Profile
 - 4.1 The tenderer should provide full details of its company profile. This should include the following matters:
 - 4.1.1 the company's background and history;
 - 4.1.2 the company's financial strength, supported by an audited report or financial summary;
 - 4.1.3 its experience in similar projects;
 - 4.1.4 references for similar projects (please provide the Scope, Team Size, Type of Services Provided etc) ; and
 - 4.1.5 other relevant information.
5. Appendices
 - 5.1 Project Team and Structure



5.1.1 Names, detailed qualifications and work experience to be assigned to implement the project and the team structure.

5.2 Other relevant information

5.2.1 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
 - 1.1 This part should provide a full summary of the project fees structure, and any payment arrangements.
2. Fees Schedule
 - 2.1 All fees must be quoted in Hong Kong Dollars.
 - 2.2 All fees should be properly itemized and explained and include all amounts payable by way of royalty, licence fee, software licence fee or otherwise for patent any copyright design or other intellectual property rights. The fee on hardware, software and consultancy services must be separately stated.
3. Payment Terms and Arrangements
 - 3.1 Payment must correlate with major milestone/achievements or deliveries; in accordance with the SFC's performance-based payment policy (see PAYMENT AND OTHER TERMS in Section 16 - 21 of this tender).