



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

## **Invitation To Tender**

### **Contract Systems Analyst – PowerBuilder, Market Surveillance Support (October 2017)**

6 September 2017



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## Purpose

The purpose of this Invitation To Tender (“ITT”) is to invite prospective service vendors to submit proposals to provide:

1. Contract Systems Analyst – PowerBuilder, Market Surveillance Support x 1;

to the Securities and Futures Commission (“the SFC”) for a 7-month period (from October 2017 to April 2018) with an option to extend upon contract expiry.

## Available Positions

### 1. Contract Systems Analyst – PowerBuilder, Market Surveillance Support (x1)

#### (a) Requirements

- University graduate
- Minimum 6 years of system support experience, at least 4 years in PowerBuilder development is a must
- Experience in Java development or supporting Market Data Surveillance tools (SAS/SMARTS) and/or Microsoft PowerQuery will have an added advantage
- Willing to work on irregular hours and on various surveillance platforms
- Ability to perform system monitoring, support and implementation with minimum supervision
- Good English and Chinese communication skills (both written and verbal)
- Candidate with less experience may consider as Analyst Programmer

#### (b) Responsibilities

- Various system support and development tasks for the applications used by the SFC
- Various operation support for Market Surveillance platforms (On the job training will be provided if candidate does not have such experience)
- Occasional needs to perform system support after office hours
- Other ad-hoc tasks or projects



## Other Terms And Conditions

1. 7 months contract period starting from October 2017, with an option to extend upon contract expiry. Subject to candidate's availability, SFC's may choose to start the contract at an earlier date.
2. Payment will be made on a monthly basis.
3. Any gratuity amount stated in the reply to invitation to tender can only be payable by and billed to SFC upon successful contract completion. SFC monthly payment will exclude any gratuity amount stated in the response. If the Consultant terminates the contract during the contract period, no gratuity will be payable. If termination is initiated by SFC, a prorata amount based on service period versus the whole secondment term will be payable to the Consultant.
4. The appointed contractor should prepare to sign an undertaking statement to abide by the SFC Staff Code of Conduct. They will be subject to background vetting and required to disclose their securities and futures investments to SFC.
5. Tenderer must provide their latest audited accounts/financial statements.
6. The number of post count quoted above is included for indicative purpose. SFC reserves the right to employ none or any of the proposed contractors.
7. Cost for each contractor should be quoted separately.
8. The Tenderer should be responsible for the welfare of the staff contracted to the SFC. The Tenderer should state clearly in the proposal for each proposed contractor, his/her fringe benefits (e.g. provident fund, bonus) and any other measures offered to the staff in order to retain him/her to avoid interruptions to the SFC.



## Fees Quotation Format

We have come across the same candidate being referred by different service providers. In order to make better comparison among different service providers and the different benefit models proposed among them, tenderer must submit the Fees quotation in the following format :-

Example:

Position	Name of Candidate(s)	Monthly Take Home Pay to Candidate (including Employee's contribution to MPF)	Agency/Adm in Fee (\$/%) (including Employer's contribution to MPF)	SFC Monthly Rate (\$)	Lump sum Gratuity / Bonus / other cash incentives to Candidate *	Lump sum Gratuity charge to SFC	Agency Fee %**
APM	Mr. A	\$30,000	\$4,500	\$34,500	\$50,000	\$55,000	12.58%
SA	Ms. B	\$40,000	\$4,000	\$44,000	N/A	N/A	9.09%
SA	Mr. C	\$35,000	\$3,500	\$38,500	N/A	N/A	9.09%
BA	Ms. D	\$45,000	\$4,000	\$49,000	\$60,000	\$70,000	8.81%

\* tenderer should provide details/nature of the incentives included (e.g. gratuity payable upon contract expiry)

\*\* Agency Fee % = (Gratuity mark up + Monthly mark up \* contract period) / (SFC Gratuity payment + SFC monthly payment \* contract period)

**Submission without fee breakdown in this prescribed format will not be considered.**



## **Confidentiality**

All information presented in or as a result of this ITT, including information disclosed by the Commission during the selection process, is to be considered strictly confidential. Information must not be released to external parties without the express written consent of the Commission.

All responses and other materials submitted in response to this ITT will become the property of the Commission. The Commission assumes no obligation and shall incur no liability regarding confidentiality of all or any portion of a response or any other material submitted in response to this ITT unless expressly agreed in writing to protect specifically identified information.

**Submission without a signed copy of the Confidentiality Acknowledgement (Appendix A) will not be considered.**

## **Conflict of interest**

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

## **Prevention of Bribery**

A Proposer shall prohibit its directors, employees, agents, and sub-contractors who are involved in this ITT 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 Proposer shall take all necessary measures (including by way of a code of conduct or contractual provisions where appropriate) to ensure that its directors, employees, agents and sub-contractors are aware of the prohibitions in this clause.



## How To Submit Proposal

If your company is interested in providing such service, please submit in a sealed envelope (plain envelope bearing no logo) one hardcopy of the proposal, and a softcopy on CDROM. The softcopy should either be in Microsoft Word (version 6 or above) or Adobe Acrobat (version 4 or above) formats.

The proposal package should be marked or subjected with the reference "**Provision of Contract Systems Analyst – PowerBuilder, Market Surveillance Support (October 2017)**" and reach us **before 2:00 pm, 27 September 2017** at:

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

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

Mr. Hankle Wong  
Manager  
Information Technology, Corporate Affairs  
Telephone : (852) 2231 1184  
Fax : (852) 2293 5885  
Email : [hyhwong@sfc.hk](mailto:hyhwong@sfc.hk)

or

Mr. Kenneth Wong  
Senior Manager  
Information Technology, Corporate Affairs  
Telephone : (852) 2231 1690  
Fax : (852) 2293 5835  
Email : [kennethwong@sfc.hk](mailto:kennethwong@sfc.hk)

**\*Note: Please do not send more than:**

<i>Max. no. of candidates</i>	<i>Post</i>
5	<i>Contract Systems Analyst – PowerBuilder, Market Surveillance Support</i>

*For each recommendation please include a detailed resume, candidate name, the monthly charge rate, and the earliest available date. Companies not contacted for interview arrangement within two weeks from the tender closing date may consider their bid unsuccessful.*



## Appendix A – Confidentiality Acknowledgement

### Acknowledgement and Undertaking

Acknowledgment in relation to the preservation of secrecy pursuant to section 378 of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (“SFO”) and avoidance of conflict of interests pursuant to section 379 of the SFO.

Terms in this acknowledgement shall have the same meaning as defined in the SFO, unless otherwise defined herein.

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

- (1) Subject to subsection 13(A), except in the performance of a function under, or for the purpose of carrying into effect or doing anything required or authorized under, any of the relevant provisions, a specified person -
- (a) shall preserve and aid in preserving secrecy with regard to any matter coming to his knowledge by virtue of his appointment under any of the relevant provisions, or in the performance of any function under or in carrying into effect any of the relevant provisions, or in the course of assisting any other person in the performance of any function under or in carrying into effect any of the relevant provisions;
  - (b) shall not communicate any such matter to any other person; and
  - (c) shall not suffer or permit any other person to have access to any record or document which is in his possession by virtue of the appointment, or the performance of any such function under or the carrying into effect of any such provisions, or the assistance to the other person in the performance of any such function under or in carrying into effect any such provisions.

**TAKE NOTICE THAT IF YOU CONTRAVENE SECTION 378(1) OF THE SFO YOU COMMIT AN OFFENCE UNDER SECTION 378(10) OF THE SFO. ANY PERSON WHO COMMITS AN OFFENCE UNDER SECTION 378(10) IS LIABLE:**

- (a) on conviction on indictment to a fine of HK\$1,000,000 and to imprisonment for two years; or
- (b) on summary conviction to a fine of HK\$100,000 and to imprisonment for six months.





**Section 379 of the SFO binds you and in particular subsections (1), (2) and (3) of that section which provide as follows:**

(1) Subject to subsection (2), any member of the Commission or any person performing any function under any of the relevant provisions shall not directly or indirectly effect or cause to be effected, on his own account or for the benefit of any other person, a transaction regarding any securities, structured product, futures contract, leveraged foreign exchange contract, or an interest in any securities, structured product, futures contract, leveraged foreign exchange contract or collective investment scheme -

- (a) which transaction he knows is or is connected with a transaction or a person that is the subject of any investigation or proceedings by the Commission under any of the relevant provisions or the subject of other proceedings under any provision of the SFO; or
- (b) which transaction he knows is otherwise being considered by the Commission.

(2) Subsection (1) does not apply to any transaction which a holder of securities or a structured product effects or causes to be effected by reference to any of his rights as such holder -

- (a) to exchange the securities or structured product or to convert the securities or structured product to another form of securities or structured product;
- (b) to participate in a scheme of arrangement sanctioned by the Court of First Instance under the Companies Ordinance (Cap. 622) or the relevant Ordinance;
- (c) to subscribe for other securities or another structured product or dispose of a right to subscribe for other securities or another structured product;
- (d) to charge or pledge the securities or structured product to secure the repayment of money;
- (e) to realize the securities or structured product for the purpose of repaying money secured under paragraph (d); or
- (f) to realize the securities or structured product in the course of performing a duty imposed by law.

(3) Any member of the Commission or any person performing any function under any of the relevant provisions shall forthwith inform the Commission if, in the course of performing any function under any such provisions, he is required to consider any matter relating to -

- (a) any securities, futures contract, leveraged foreign exchange contract, structured product, or an interest in any securities, futures contract, leveraged foreign exchange contract, collective investment scheme or structured product -
  - (i) in which he has an interest;
  - (ii) in which a corporation, in the shares of which he has an interest, has an interest; or



- (iii) which -
  - (A) in the case of securities, is of or issued by the same issuer, and of the same class, as those in which he has an interest;
  - (B) in the case of a futures contract, is interests, rights or property based upon securities of or issued by the same issuer, and of the same class, as those in which he has an interest; or
  - (C) in the case of a structured product, is interests, rights or property based on a structured product of or issued by the same issuer, and of the same class, as that in which he has an interest; or
- (b) a person -
  - (i) by whom he is or was employed;
  - (ii) of whom he is or was a client;
  - (iii) who is or was his associate; or
  - (iv) whom he knows is or was a client of a person with whom he is or was employed or who is or was his associate.

TAKE NOTICE THAT IF YOU CONTRAVENE SECTION 379(1) AND/OR SECTION 379(3) OF THE SFO YOU COMMIT AN OFFENCE UNDER SECTION 379(4) OF THE SFO. ANY PERSON WHO COMMITS AN OFFENCE UNDER SECTION 379(4) IS LIABLE:

- (a) on conviction on indictment to a fine of HK\$1,000,000 and to imprisonment for two years; or
- (b) on summary conviction to a fine of HK\$100,000 and to imprisonment for six months.

The term “specified person” is defined in section 378(15) of the SFO and means-

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

The term “person” has the meaning attributed to it in section 3 of the Interpretation and General Clauses Ordinance (Cap. 1) which provides that “person” includes any public body and any body of persons, corporate or unincorporate, and this definition shall apply notwithstanding that the word “person” occurs in a provision creating or relating to an offence or for the recovery of any fine or compensation.



I/We acknowledge that I/we have received and read carefully a copy of sections 378 and 379 of the Securities and Futures Ordinance (Cap. 571), and understand that these sections (in particular, sections 378(1) and 379(1), (2) and (3)) impose statutory obligations on me/us. I/We further confirm that I/we understand and agree to be bound by the provisions of sections 378 and 379 of the Securities and Futures Ordinance (Cap. 571).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name / Entity name (as applicable)

\_\_\_\_\_  
Name of authorized signatory (in the case of an entity)

\_\_\_\_\_  
Title of authorized signatory (in the case of an entity)

\_\_\_\_\_  
Date

**Witnessed by:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date