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

Invitation to Tender for the Renewal of SAS Software License

20 November 2026

Invitation to Tender

The Renewal of SAS Software Licence

We are pleased to invite your company to submit a tender in respect of the captioned solution and services. A copy of the Invitation to Tender (the “Tender”) is available for download from the “Invitations to tender” under the “Quick access” section of the **(SFC)** website **(https://www.sfc.hk)**.

If your company is interested in providing such services, please submit your proposal to the SFC at the address specified in the tender document by **2:00pm on Monday, 14 December 2026**. Late proposals will not be considered.

For and on behalf of the
Securities and Futures Commission

Robin Poon
Manager
Information Technology

Contents

Introduction	4
Requirement Specification	4
Guidelines for Tenderers	5
Payment and Other Terms	8
Grievance Procedures	10
Appendix A: The Technical Requirement	11
Appendix B: The Price Schedule	13
Appendix C – Confidentiality Acknowledgement	14

Introduction

1. **Background**

1.1 The Securities and Futures Commission ("SFC") will renew the SAS software license by year 2027.

1.2 The purpose of this Invitation to Tender ("ITT") is to seek price quotations from prospective vendors on software license renewal for the SAS products deployed in the SFC.

2. **Invitation to Tender**

2.1 The SFC invites tenderers to submit proposals for the provision of the SAS software license renewal to the SFC.

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 the successful tenderer 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 tender (unless the same shall have been modified by the SFC);

2.2.2 "Project" means the project described in section 3-4 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 Specification

3. We require renewal of existing SAS software license for the list of items listed below:-

Note: In order to make easier comparison among different proposal among vendors, tenderer must submit the Fees quotation in the following format. The SFC reserves the right to accept or reject all or any part of a proposal.

Item	Description	Pricing Matrix	Qty	Total Price
SAS V9.4 software license renewal (From 31 March 2027 to 30 March 2028) including the following products:				
1	Base SAS	Total Assets size up to 39 billion	1	
2	SAS Detection and Investigation for Banking, including SAS Enterprise Guide			
3	SAS Metadata Bridge for Microsoft Excel			

Item	Description	Pricing Matrix	Qty	Total Price
4	SAS Metadata Bridge for Oracle			
5	SAS Metadata Bridges for Microsoft SQL Server			
6	SAS Metadata Server			
7	SAS/ACCESS Interface to ODBC			
8	SAS/ACCESS Interface to Oracle			

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

We expect the minimum maintenance service to include:-

a) Unlimited free version and release upgrades during the maintenance period;

b) Free and unlimited access to knowledge base with free patch and fix downloads via the Internet;

c) Unlimited telephone assistance and email support during office and non-office hour for problem solving.

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.

4. **Preparation and Submission of Proposals**

4.1 What must proposals cover?

4.1.1 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.

4.2 What form must proposals take?

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

4.2.2 One hardcopy of each proposal must be provided, together with the softcopy on CD-ROM or USB in two separate envelopes. The softcopy should either be in Microsoft Word (Office 2003 or above) or Adobe Acrobat (version 6 or above) formats.

4.2.3 Please submit the separate hardcopy and softcopy of the above documents in 4.3.1 in two separate envelopes.

- The envelope containing the hardcopy & softcopy of Technical Part, Letter & signed from (items a, c, d in 4.3.1) must be clearly marked “Technical Proposal, Letters & Acknowledgement form”.

- The envelope containing the hardcopy & softcopy of Price Schedule (item b in 4.3.1) must be clearly marked “Price Schedule”.

- All price information must not be specified in the Technical Part.

4.2.4 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.

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

4.3 How must the proposals be sent out?

4.3.1 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 7-12 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).

(d) a signed Acknowledgement and Undertaking form (Appendix C)

4.4 To whom must proposals be submitted?

4.4.1 Written proposals should be marked with the reference "**Renewal of SAS Software License**" and must be submitted in a sealed envelope and deposited to a TENDER BOX at the following address:

Securities and Futures Commission
54/F, One Island East
18 Westlands Road
Quarry Bay
Hong Kong

4.5 What is the deadline for the submission of proposals?

4.5.1 Proposals must be received by the SFC at the above-mentioned addresses on or before **2:00 pm 14 December 2026**.

4.5.2 The SFC will not consider any late proposals.

4.6 How long should Tenderers' offers remain open?

4.6.1 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.

4.6.2 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.

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

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

5.1.1 If the SFC considers that any aspect of a proposal requires clarification from the tenderer, the SFC may request that the Tenderer:

(a) supplement its proposal; or

(b) answer the SFC's queries

(c) orally or in writing, or in any manner that the SFC deems fit.

5.2 What if a Tenderer has any queries?

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

Mr. Robin POON
Manager, Information Technology
Telephone: 2231 2285
Email: rlppoon1@sfc.hk

6. **Notification of Results and Rejection of Proposals**

6.1 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.

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

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

Payment and Other Terms

7. **Payment terms**

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

7.1.1 For the renewal of license subscription and maintenance support services, here is the payment schedule:

(a) The first year license and maintenance support services will be paid with at least 30 days payment term upon the SFC and the successful tenderer entering into a binding contract.

(b) While the renewal of license, support and maintenance for option 2 is intended for three years, the tenderer's performance will be evaluated at the end of the each year of the renewal terms. Assuming that the tenderer's performance is satisfactory, the license and maintenance support services renewal may be extended for another year at the SFC's discretion, and the renewal could be extended up to two times (i.e. 3 years altogether), depending on the renewal options chosen.

(c) Upon SFC's confirmation of renewal, the second and third year license and maintenance support services should be invoiced to the SFC at the beginning of the second and third year of subscription terms with at least 30 days payment term.

8. **Termination of service**

8.1 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.

9. Sub-contraction of services

9.1 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.

10. Confidentiality

10.1 All information presented in or as a result of this tender document, including information disclosed by the SFC 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 SFC.

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

11. Conflict of interest

11.1 No Proposer may have any interest which conflicts, or has the potential to conflict, with its duties to the SFC under the proposal. If a Proposer has any interest which conflicts, or has the potential to conflict, with its duties to the SFC 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).

12. Prevention of Bribery

12.1 A Proposer shall prohibit its directors, employees, agents, and sub-contractors who are involved in this tender from offering, soliciting or accepting any advantage as defined in the Prevention of Bribery Ordinance, Cap 201 when conducting business in connection with this mandate.

12.2 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.

Grievance Procedures

13. 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.

13.1 This policy is for any person who has an employment contract with SFC, is on secondment to SFC, is engaged as an independent consultant by SFC or is a contractor or supplier of services to SFC. Public Interest Grievances might include:

13.1.1 Criminal activity, such as accepting a bribe;

13.1.2 Financial or administrative malpractice;

13.1.3 Misconduct or improper behaviour;

13.1.4 Failure to comply with legal obligations such as those set out in the Securities and Futures Ordinance;

13.1.5 Endangering occupational health or safety;

13.1.6 Attempts to suppress or conceal information relating to any of the above.

13.2 The Policy on Public Interest Grievances can be found on the SFC website under “Lodge a complaint > Against the SFC > Staff/contractor complaints against the SFC or its employees”. Please contact the Commission Secretary of the SFC if you have any questions.

Appendix A: The Technical Requirement

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 3-4 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, 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. Respond for the Requirement Specification

6. Appendices

6.1. Project Team and Structure

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

6.2. Other relevant information

6.2.1. 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:

Table of Contents

1. Executive Summary

1.1. This part should provide a full summary of the project fee 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 milestones/achievements or deliveries, in accordance with the SFC's performance-based payment policy.

Appendix C – Confidentiality Acknowledgement

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.

To: _____

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 anyprovision 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—

(iv) by whom he is or was employed;

(v) of whom he is or was a client;

(vi) who is or was his associate; or

(vii) 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) 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.

(II) (1) I/We understand, acknowledge and agree that the Commission may terminate the engagement of me/us immediately if, in the Commission's opinion:

(a) I/We or (where applicable) any of our personnel (including any officer, employee, agent or consultant) is engaging in, has engaged in or is about to engage in acts or activities:

(i) that constitute or are likely to constitute or cause the occurrence of an offence in Hong Kong (including any offence endangering national security);

(ii) which would be contrary to the interest of national security or would bring Hong Kong, its Government or the Commission into disrepute; or

(b) the continued engagement of me/us or (where applicable) any of our personnel or the continued performance of the service is contrary to the interest of national security.

(2) In the event that the engagement of me/us is terminated in accordance with sub-paragraph (1) above, the Commission will not be liable to pay me/us any amount of money under the engagement.

_____

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