



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

Invitation To Tender

Contract Pega Senior Systems Architect (Dec 2017)

15 December 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. Pega Senior Systems Architect x 1 (18-month contract);

to the Securities and Futures Commission (“the SFC”). The exact on board time depends on the availability of the candidates.

Available Positions

1. Contract Pega Senior Systems Architect (x 1)

(a) Requirements

- University graduate
- Minimum 6 years of system development experience, at least one year on Pega System
- Sound technical knowledge of PEGA 7 platform with solid hands-on development experience
- Experience with the following a plus:
 - Oracle RAC and PL/SQL Programming
 - IBM WebSphere Application Server 8.5
 - 3-tier applications using J2SE/J2EE
 - SOA (Web Services)
 - Spring framework/Spring WebFlow/Spring MVC/ iBATIS
 - Ajax (including Ext-JS and Direct Web Remoting (DWR))
- Ability to perform requirement collection, design, programming, testing and implementation with minimum supervision
- Good English communication skills (both written and verbal)

(b) Responsibilities

- Provide development/support for the SFC’s enterprise case management system based on PEGA 7.
- Occasional needs to perform system support after office hours
- Other ad-hoc tasks or projects



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/Admin 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 %**	A.L. (Days) ***
APM	Mr. A	\$30,000	\$4,500	\$34,500	\$50,000	\$55,000	12.58%	15
SA	Ms. B	\$40,000	\$4,000	\$44,000	N/A	N/A	9.09%	14
SA	Mr. C	\$35,000	\$3,500	\$38,500	N/A	N/A	9.09%	13
BA	Ms. D	\$45,000	\$4,000	\$49,000	\$60,000	\$70,000	8.81%	12

* 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)

*** Annual leave per year

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



Other Terms And Conditions

INTERPRETATION

- **“Daily Fee” in relation to a Contractor means such amount as calculated by “Monthly Fee / 22 days”;**
 - **“Monthly Fee” in relation to a Contractor means the fee payable to the Service Vendor for the transfer of a Contractor for each complete calendar month;**
 - **“normal office hours” means 9:00 am to 6:00 pm from Monday to Thursday (with 1 hour lunch break) and 9:00 am to 5:15 pm on Friday (with 1 hour lunch break);**
 - **“Overtime Fee” in relation to a Contractor means such amount as calculated by “Daily Fee / 7.5 hours”;**
 - **“working day” means Monday to Friday but does not include public holidays.**
1. Contract period starting from Feb 2018. 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. Subject to clauses 3.1 to 3.4, for each complete month that a contractor is transferred to the SFC, the Tenderer will charge the SFC the Monthly Fee for that contractor.
 - 3.1 If the transfer of any contractor commences after the beginning of a month, or expires before the last day of a month, the Tenderer will not charge the Monthly Fee but will charge the Daily Fee for each complete working day in the month that the relevant contractor has been transferred to the SFC and capped by the Monthly Fee
 - 3.2 If any contractor is absent for any working day in a month, the Tenderer will charge the Monthly Fee for that employee less the Daily Fee for each day that such contractor is absent for any working day in the month.
 - 3.3 If any contractor provides services to the SFC on any working day for less than the normal office hours, the Tenderer will charge for the services provided by the relevant contractor on that day on a pro-rata basis based on the Daily Fee and according to the number of hours during which services are provided.
 - 3.4 The contractor may be expected to provide services outside the normal office hours. At the discretion of the SFC, overtime payment may be granted but it must be requested and agreed beforehand by the SFC Supervisor. Overtime is only payable for services provided for a period in excess of 2 consecutive hours outside the normal office hours. If any overtime service is chargeable by the Tenderer, the charge will be based on the Overtime Fee for each hour of overtime.
 4. The appointed contractor should be prepared 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. In order to evaluate the competence of the candidate, SFC may invite the shortlisted candidate for an interview and perform an on-the-spot test.
6. Tenderer must provide their latest audited accounts/financial statements.
7. In case the contractor is unable to continue the service (i.e. initiate by contractor with at least 30 days advance notice or being terminated by SFC), the Tenderer provide a replacement of equalivant qualification, subject to prior assessment/concenses by SFC.
8. The staff contracted to the SFC should subject to a maximum leave within the contract period. The exact number should be quoted in the tender.
9. 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.



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 Pega Senior Systems Architect (Dec 2017)**" and reach us **before 2:00 pm, 5 Jan 2018** at:

Tender Box
Securities and Futures Commission
30th 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,

Mr Warren Ng
Manager
Information Technology, Corporate Affairs
Telephone : (852) 2231 1255
Fax : (852) 2293 5874
Email : wwlng@sfc.hk

or

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

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

Max. no. of candidates	Post
5	Contract Pega Senior System Architect

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.

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