



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

## **Invitation to Tender for Provision of Contract Senior Business Systems Analyst (May 2025)**

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3 April 2025

## Contents

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Purpose	3
The position	3
Requirements	3
Responsibilities	3
Terms and conditions	4
Proposal format	5
Fees quotation format	5
Confidentiality	6
Conflict of interest	6
Prevention of bribery	6
How to submit proposal	6
Appendix A – Confidentiality Acknowledgement	8

## Purpose

1. The purpose of this invitation to tender is to invite prospective service providers/recruitment agencies (“Agent”) to submit proposals to provide one Contract Senior Business Systems Analyst on a 12-month secondment contract from May 2025 to April 2026 with an option for extension upon contract expiry.

## The position

2. The Senior Business Systems Analyst (“SBSA”) is responsible for business requirements documentation, and project management to enable the IT and project teams to develop high quality solutions.
3. The primary objective for the SBSA is to partner and collaborate with the business and technical teams to capture business related process, application, and analytical requirements, and translate them into functional/technical specifications. The SBSA also play the key roles of a change leader to discover new opportunities and better ways to improve both the business and system processes.

## Requirements

4. Bachelor’s Degree in information systems, computer science, or related field.
5. Six years of experience or more in business information system requirement analysis and IT related project management.
6. Strong technical knowledge in case management and business process related system implementation, web-based solutions, cloud-based technologies, document management systems, data analytics platforms, and Microservices architecture.
7. Excellent interpersonal, communication and presentation skills. Effective analysis, user interviewing and problem-solving skills. With a good command of spoken English and Chinese languages.
8. Experienced in project and quality management. Competent in relevant methodologies (e.g. PMP, Agile) and standards (e.g. ISO), and experience in programming/scripting languages (such as Java and Python), data visualisation software (such as Microsoft Power BI), and artificial intelligence technologies is an advantage.
9. Able to work either independently or closely with project teams. Proactive and confident.

## Responsibilities

10. Determine organisational and operational objectives by conducting business impact analysis, capturing and documenting requirements, evaluating and designing technical solution, and assisting in change management.

11. Participate in and manage projects by identifying milestones, forming project teams, tracking activities, monitoring resources, resolving problems, recommending actions, and managing deliverables.
12. Perform quality assurance activities, prepare end-user training and user guide materials, conduct user briefing sessions as part of the change management activities.
13. Provide technical consultancy to different IT teams and business users by keeping abreast of the latest technologies, benchmarking best practices and principles, and participating in relevant educational workshops.
14. Contribute to team effort by providing daily user support and training, promoting and adhering to IT strategy and organisational roadmaps, and building good relationships among IT, business partners, and other stakeholders.
15. Assist in and carry out relevant administrative tasks, such as procurement, vendor management, contract management, budgets and funding, etc.
16. Provide hotline support to the external participants on the electronic submission services of the SFC.

## Terms and conditions

17. 12 months contract period on a full-time basis starting from May 2025, with an option to extend upon contract expiry. Subject to the candidate's availability, we may choose to start the contract at an earlier or a later date.
18. Payment will be made on a monthly basis in arrears.
19. The Agent shall only bill the SFC for the gratuity payment (if any) upon the end of the contract period with the conditions that all the contractual terms have been fulfilled, and the end of contract performance evaluation of the successful candidates are satisfactory.
20. If the Agent terminates the contract during the contract period, no gratuity will be paid. If the contract termination is initiated by the SFC, a pro-rata amount based on the actual service period provided over the contract term is payable to the Agent.
21. The successful candidate is required to sign an undertaking statement to abide by the SFC Staff Code of Conduct. He/she will be subject to background vetting by the police and ICAC, and required to disclose his/her securities and futures investment portfolio and ongoing transactions to the SFC.
22. The Agent must provide their latest audited accounts/financial statements.
23. 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.
24. Cost for each contractor should be quoted separately.

25. In addition to public holidays, the successful candidate shall entitle to 17 days of paid leave within the 12-month contract period. The Agent should pay for the above leave entitlement for the successful candidate. Leave applications will require approval by the reporting supervisor(s).
26. The Agent shall bear full responsibility of the welfare of the staff candidate contracted to the SFC. For tender evaluation purposes, the Agent should state clearly in the proposal the fringe benefits (e.g. provident fund, bonus) and any other measures offered to the candidates.

## Proposal format

27. The proposal should include but not limited to:
- an offer letter;
  - the company's latest audited accounts/financial statement;
  - any exceptions to the requirements;
  - detail CV of each proposed candidate, including the earliest available date;
  - fees quotation.
28. **Do not offer more than five candidates per proposal.**

## Fees quotation format

29. The fees quotation must be submitted in the following prescribed format. Unless otherwise specified, the default currency is Hong Kong Dollar (HKD).
30. Format and sample:

		(a)	(b)	(c)	(d)	(e)	(f)		
Pos.	Name of candidates	Candidate's monthly take home pay (incl. employee's MPF contribution)	Agent's monthly charge (incl. employer's MPF contribution)	Total monthly fee [a+b]	End contract candidate's take home gratuity pay <sup>^</sup>	End contract Agent's charge on gratuity <sup>^</sup>	Total contract cost [c*12+d+e]	Total % of Agent fee** [(b*12+e)/f]	A.L/ Yr#
SBSA	Mr. A	\$30,000	\$4,500	\$34,500	\$50,000	\$5,000	\$469,000	12.6%	17
SBSA	Ms. B	\$40,000	\$4,000	\$44,000	\$0	\$0	\$528,000	9.09%	17
SBSA	Mr. C	\$35,000	\$3,500	\$38,500	\$0	\$0	\$462,000	9.09%	18
SBSA	Ms. D	\$45,000	\$4,000	\$49,000	\$60,000	\$10,000	\$658,000	8.81%	20

<sup>^</sup> Agent should provide details or the nature of the gratuity pay, e.g. bonus, cash incentives, performance pay, etc. This will be a one-time payment upon the contract expiry.

# Annual leave per year

**\*\* Fee quotation not provided in the above-prescribed format will be disqualified \*\***

## Confidentiality

31. All information presented in or as a result of this Notice, 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 Commission.
32. All responses and other materials submitted in response to this Notice 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 Notice unless expressly agreed in writing to protect specifically identified information.
33. Submission without a signed copy of the Confidentiality Acknowledgement (Appendix A) will not be considered.

## Conflict of interest

34. If the Agent or any of the proposed candidates have any interest which conflicts, or has the potential to conflict, with its duties to the SFC under the proposal, the Agent should clearly state this in its proposal. This requirement extends to the Agent's associates, associated persons, group companies and each member of the Agent's professional staff (and their associates and associated persons).

## Prevention of bribery

35. The Agent shall prohibit its directors, employees, agents, and sub-contractors who are involved in this Notice 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.
36. The Agent 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

37. If your company is interested in providing such service, please submit one hardcopy of the proposal in a sealed plain envelope bearing no logo, and a softcopy on a CD/DVD. The softcopy should be saved in Adobe Acrobat format, i.e. PDF.
38. The proposal package should be marked with the reference "**Contract Senior Business Systems Analyst (May 2025)**" and reach us **before 2:00 pm, 15 April 2025** at:

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



39. Please note that the SFC will not accept late proposals. In case of enquiries, please contact the following responsible officers:

Mr. C K Mok  
Senior Manager  
Information Technology, Corporate Affairs  
Telephone : (852) 2231 1193  
Email: [ckmok@sfc.hk](mailto:ckmok@sfc.hk)

or

Ms. Katherine Cheung  
Manager  
Information Technology, Corporate Affairs  
Telephone: (852) 2231 1576  
Email: [klscheung@sfc.hk](mailto:klscheung@sfc.hk)

*Agency not contacted for an 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 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.

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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 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