



Invitation to tender

Provision of IT Contractor (November 2024)

- Contract Senior Systems Analyst / Systems Analyst – Java**

20 September 2024

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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 Senior Systems Analyst / Systems Analyst – Java x 1;

to the Securities and Futures Commission (“the SFC”) for a 12-month period from November 2024 to October 2025 with an option for extension upon contract expiry.

Available Position(s)

1. Contract Senior Systems Analyst / Systems Analyst – Java

(a) Requirements

- University graduate
- Minimum 6 years of system development
- Strong proficiency in React JS, Ant Design Pro for frontend development; Proven work experience in large scale React JS application
- Sound technical knowledge of all the following:
 - J2EE multi-tier / Microservices architecture
 - Spring Boot / Security
 - MyBatis / JPA
 - Oracle RAC and PL/SQL Programming
 - Ant Design / React JS
 - Gradle / Gitlab / Jenkins or other CD/CI tools
 - Red Hat OpenShift Platform
 - RabbitMQ / Redis / ELK Stack
 - Nginx
- Experience with the following a plus:
 - Docker Swarm / Tomcat
 - Jasper Report / Excel Power Query
 - Sonarqube
 - PEGA Platform



- Ability to perform requirement collection, design, programming, testing and implementation with minimum supervision
- Good English and Chinese communication skills (both written and verbal)
- High caliber applicants may be considered for the position of Senior Systems Analyst

(b) Responsibilities

- Various system support and development tasks for the applications used by the SFC
- Occasional needs to perform system support after office hours
- Other ad-hoc tasks or projects

Other Terms And Conditions

1. Payment will be made on a monthly basis.
2. 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.
3. 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.
4. 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.
5. The Agent 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. 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).
9. 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

10. The proposal should include but not limited to:
 - 10.1 an offer letter;
 - 10.2 the company's latest audited accounts/financial statement;
 - 10.3 any exceptions to the requirements;
 - 10.4 detail CV of each proposed candidate, including the earliest available date;
 - 10.5 fees quotation.

Fees Quotation Format

11. The fees quotation must be submitted in the following prescribed format. Unless otherwise specified, the default currency is Hong Kong Dollar (HKD).
12. 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 [^]	End contract Agent's charge on gratuity [^]	Total contract cost [c*12+d+e]	Total % of Agent fee** [(b*12+e)/f]	A.L/ Yr#
SSA	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
IFSP	Mr. C	\$35,000	\$3,500	\$38,500	\$0	\$0	\$462,000	9.09%	18
IFSP	Ms. D	\$45,000	\$4,000	\$49,000	\$60,000	\$10,000	\$658,000	8.81%	20

[^] 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

13. 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.
14. 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.



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

Conflict of Interest

16. 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

17. 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.
18. 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

19. 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.
20. The proposal package should be marked with the reference "**Contract Senior Systems Analyst / Systems Analyst (November 2024)**" and reach us **before 2:00 pm, 4 October 2024** at:

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

Please note that the SFC will not accept late proposals.

Queries Regarding This ITT

21. For Contract Senior Systems Analyst / Systems Analyst, please contact:-

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

Or, alternatively:



Ms. Rebecca Lau
Manager
Information Technology, Corporate Affairs
Telephone : (852) 2231 1789
Email : rclsau@sfc.hk

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

<i>Max. no. of candidates</i>	<i>Post</i>
4	<i>Contract Senior Systems Analyst / Contract Systems Analyst – Java</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 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 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