



# Request for Proposals on DDoS Mitigation Service

Version 1.4  
Date: 28 March 2018

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## 1. Summary

HKIRC currently providing Domain Name Services for both .hk and .香港 domain. As this service is part of the Critical Internet Infrastructure, security is one of the foremost requirements. In view of a recent surge of Internet attack e.g. Distributed Denial of Service (DDoS). HKIRC is seeking a vendor to implement a DDoS Mitigation Service to mitigate against these threats.

We are planning to implement a system for:

- Continuous network monitoring for all inbound network traffic
- Network threat identification and mitigation service customize to HKIRC's environment
- Continuous protect all HKIRC's network infrastructure when DDoS attack is detected
- 24x7 emergency support

HKIRC is looking for a solution vendor(s) ("the Contractor") to provide and setup for the above solution.

The system requirement and scope of service is detailed in section 4 of this document.

Parties interested in providing this service shall submit **Expression of Interest (EOI) by 13 April, 2018**. For those who have submitted EOI, they should **submit proposal** (see Appendix D) to the Group **no later than 5:30pm on 11 May, 2018**.

The Contractor should submit Expression of Interest by email to HKIRC contacts (refer to Appendix D - HKIRC Proposal Requirements, electronic copy). The Contractor must provide their information as required in the proposal cover page (Appendix D, 1.3 Cover Page).

## 2. Definitions

The following terms are defined as in this section unless otherwise specified.

“The Contractor” means the company who will provide the Services after award of contract.

“HKIRC” means Hong Kong Internet Registration Corporation Limited.

“HKDNR” means Hong Kong Domain Name Registration Company Limited, a wholly-owned subsidiary of HKIRC, the company requesting the proposal for “the Services”.

“ISMS” means Information Security Management System. It consists of an information security organization and a set of policies, guidelines and procedures concerned with information security management.

“The Services” means the DDoS Mitigation Service with requirements stipulated in Section 4 of this document.

“RFP” means this Request for Proposal

“Tenderer” means the company who will submit proposal to provide the Services

### 3. About HKIRC

Hong Kong Internet Registration Corporation Limited (HKIRC) is a non-profit-distributing and non-statutory corporation responsible for the administration of Internet domain names under '.hk' and '香港' country-code top level domains. HKIRC provides registration services through its registrars and its wholly-owned subsidiary, Hong Kong Domain Name Registration Company Limited (HKDNR), for domain names ending with '.com.hk', '.org.hk', '.gov.hk', '.edu.hk', '.net.hk', '.idv.hk', '公司.香港', '組織.香港', '政府.香港', '教育.香港', '網絡.香港', '個人.香港', '.hk' and '香港'.

HKIRC endeavours to be:

- Cost-conscious but not profit-orientated
- Customer-orientated
- Non-discriminatory
- Efficient and effective
- Proactive and forward-looking

More information about HKIRC can be found at <http://www.hkirc.hk>.

HKIRC and HKDNR are listed as public bodies under the Prevention of Bribery Ordinance (Cap 201).

## **4. The Required System Services**

### **4.1. Introduction**

HKIRC is currently providing country level Domain Name Resolution service for the .hk and .香港 domains. HKIRC is also providing whois service as well as online Domain Name Registration service as well.

### **4.2. Current Environment**

Currently HKIRC facilities are located in three location; Two Data Centers and one Office. All Internet facing services are located in the two data centers. The service for this RFP shall cover Internet access in these two data centers.

The two data centers are located in Hong Kong island and Kowloon and are linked by two 100Mbps Point-to-point Metro Ethernet links. There are three 100Mbps Internet link provided by three different Internet Service Providers; two in Primary Data Centre and one in Secondary Data Centre. All internet link are running BGP external routing protocol for multi-site redundancy.

The service shall protect two IPv4 /24 and four IPv6 /36 network under one ASN number.

### **4.3. General Requirement**

- a) Tenderer should provide hardware, software licenses and professional services as a total solution. Partial solution offer will NOT be accepted.
- b) Tenderer is required to guarantee the hardware and software provided in this tender will not be end-of-support by the original at least five (5) years from the delivery date.
- c) All proposed equipment must be able to function properly and reliably under the following normal Controlled Environmental conditions:
  - i. Temperature 10°C to 40°C operating
  - ii. Humidity 20%-80% non-condensing



- d) All hardware proposed should comply with the Electrical Supply Characteristics list below; otherwise the successful tender is required to provide all necessary construction work in the installation site as specified in section 4.5 of this tender:
- i. The equipment shall be suitable for use on 220 volts +/- 6% 50Hz single phase
  - ii. The quality and capacity of all electrical components and cabling shall be fully equivalent to that required by the latest applicable HKSAR Electrical and Mechanical Services Department specifications.
  - iii. All equipment shall be fitted with 3-core 13A (Live, Neutral, Earth) fused plug for single-phase industrial type supply cable of 3M in length.
- e) All proposed features must be demonstrable during tender evaluation or the proposed equipment will not be accepted otherwise.

#### **4.4. System Requirement**

##### FUNCTIONAL REQUIREMENTS

- Provide a network traffic cleansing service for all the above mention HKIRC networks against DDoS attack.
- Provide a network traffic cleansing service for all OSI Layers (1-7).
- Provide at least 10Mbps of cleaned traffic to HKIRC in case of an attack.
- Provide protection from at least 10Gbps attack.
- Provide 24x7 service. In case of on-demand service, all SOC operation should be 24x7 and service shall be activated on the minutes notice.
- Provide report on each attack incident and in case of always on or real-time monitoring service, portal for monitoring real-time attack status.
- Provide regular drill test after service start on service provided at least once per year (not counting drill before service start).
- Provide IPv4 and IPv6 network traffic cleansing service.

Please describe your system's ability to provide the following features:

##### SERVICE

- Describe your DDoS mitigation experience.
- Please explain implementation of your service in detail.
- Describe in detail your platform and available bandwidth for DDoS mitigation.

- Describe your total scrubbing capacity. Include hardware manufacturer and scrubbing capacity details.
- What service providers do you use?
- What is your Application Layer attack mitigation methodology?
- What is your DNS server-based attack mitigation methodology?
- Do you add Access Control List blocks when dealing with a larger Layer-7 attack?
- Please describe the different methods to implement your solution.
- Do you have an on-premise, fully managed DDoS solution? Please describe.
- Do you offer DDoS Detection and Alerting? If so, please describe.
- Do you have a 24x7 Security Operations Center?
- Is your Security Operations Center staff dedicated to DDoS mitigation?
- Please explain how your solution handles SSL traffic inspection.
- Describe your social media monitoring process with regards to DDoS attack research.
- Do you have add-on services to gauge web site performance from multiple Internet locations?

#### SERVICE LEVELS

- Do you have an SLA? If so, please describe in detail.
- Can you provision services on an emergency basis?
- How quickly can you provision a customer?

#### TRANSITION

- Describe your overall transition approach and methodology.
- Describe the implementation plan you propose to transition the services.
- Outline the milestones and a schedule for the transition of services.

#### PRICING

- Please give detail description for your pricing model.
- Do you charge overage fees based on the size of the attack? Please explain in detail.
- What are your transition costs?
- If you are providing separate DNS and Application protection, please break down the cost for each of the service provide.

#### **4.5. System Drill**

System Drill should be carryout at both within each site and between each site. The drill shall include but not exclusive to the following functions:

- a. The DDOS Mitigation Service with their management element shall still perform if one site gets down or when sites failover occurs.
- b. Notification to or from DDOS Mitigation Service provider on detection of possible DDOS attack.
- c. Confirmation from HKIRC on commence of DDOS Mitigation Service.
- d. All service and traffic are diverted to DDOS Mitigation Service.
- e. All HKIRC services are available and accessible from the Internet
- f. Notification to or from DDOS Mitigation Service Provider of DDOS attack ended.
- g. All service and traffic is diverted back to HKIRC infrastructure.
- h. Attack Report from DDOS Mitigation Service Provider.

#### **4.6. Professional Service**

Tenderers should be responsible for installation, configuration, and performance tuning if required. The services provided should be able to fulfil all the specification requirements in Section 4.2 and 4.3.

- One pre-installation meeting should be held before project starts for technical requirement collection. Implementation plan and project schedule should be provided.
- Responsible for the project management, tracking and monitoring of project issues, as well as the liaison with the network/data center service providers
- Provide pre-installation checklist, technical advices and assistance in site preparation services.
- Rack-mount installation of appliances, if required. Connect the appliances to network.
- Hardware and software configuration if required.
- Carry out functional and user acceptance test to assure the products are installed properly according to the requirements.
- Carry out failover drill for within each site and between two sites
- Carry out system tuning based on HKIRC's network infrastructure and equipment.
- Production rollout and monitoring.

#### **4.7. Service Location**

The Services shall be provided in Hong Kong. The deliverables shall be delivered to the HKIRC's Primary and Secondary facilities.

#### **4.8. Contractual Consideration**

All service contracts shall be of 12 month period, renewable on a yearly basis. Please provide the 2<sup>nd</sup> year cost for TCO consideration.

## 5. Information Security

The company submitting the proposal (“the company”) shall acknowledge and agree that, if the company is selected as the Contractor, it shall be bounded by our Non-Disclosure Agreement (NDA) and Information Security Policy (highlights of the policies are illustrated in Appendix A). The company shall also comply with the obligations under the Personal Data (Privacy) Ordinance and any other obligations in relation to personal data.

The company shall be provided with a set of NDA and Information Security Compliance Statement after HKIRC received the company’s Expression-of-Interest before the stipulated time. The NDA and the Information Security Compliance Statement shall be signed and returned to HKIRC attached with documents required by the Compliance Statement before the scheduled deadline. **HKIRC will only consider proposals from companies which have signed both the NDA and the Information Security Compliance Statement.**

The proposal should be marked “RESTRICTED” at the centre-top of each page in black color. It must be encrypted if transmitted electronically.

Each proposal will be reviewed under the terms of non-disclosure by the HKIRC’s staff and Board of Directors of HKIRC.

## 6. Project Acceptance

The overall project acceptance can be broken down into acceptances at various levels:-

1. Delivery, setup and integration of all systems
2. Functionality of individual products
3. Detection and mitigation tune for HKIRC’s environment
4. Process and procedures in place and integrated with HKIRC’s IT Support Infrastructure
5. System stability observed during the nursing period

## **7. Anti-collusion**

(1) The Tenderer shall not communicate to any person other than HKIRC the amount of any tender, adjust the amount of any tender by arrangement with any other person, make any arrangement with any other person about whether or not he or that other person should or should not tender or otherwise collude with any other person in any manner whatsoever in the tendering process. Any breach of or non-compliance with this sub-clause by the Tenderer shall, without affecting the Tenderer's liability for such breach rules and laws or non-compliance, invalidate his tender.

(2) Sub-clause (1) of this Clause shall have no application to the Tenderer's communications in strict confidence with his own insurers or brokers to obtain an insurance quotation for computation of tender price and communications in strict confidence with his consultants/sub-contractors to solicit their assistance in preparation of tender submission.

(3) The Tenderer shall submit to the HKIRC a duly signed warranty in the form set out in Appendix B to the effect that he understands and will abide by these clauses. The warranty shall be signed by a person authorized to sign the contract on the Tenderer's behalf.

(4) Any breach of any of the representations and/or warranties by the Tenderer may prejudice the Tenderer's future standing as a HKIRC's contractor.

## **8. Offering Advantages**

(1) The Tenderer shall not, and shall procure that his employees, agents and sub-contractors shall not, offer an advantage as defined in the Prevention of Bribery Ordinance, (Cap 201) in connection with the tendering and execution of this contract.

(2) Failure to so procure or any act of offering advantage referred to in (1) above committed by the Tenderer or by an employee, agent or sub-contractor of the Tenderer shall, without affecting the Tenderer's liability for such failure and act, result in his tender being invalidated.

## **9. Ethical Commitment**

### **9.1. *Prevention of bribery***

- (a) The Contractor shall not, and shall procure that his directors, employees, agents and sub-contractors who are involved in this Contract shall not, except with permission of Hong Kong Internet Registration Corporation Limited (hereafter referred to as the Organisation) solicit or accept any advantage as defined in the Prevention of Bribery Ordinance (Cap 201) in relation to the business of the Organisation. The Contractor shall also caution his directors, employees, agents and sub-contractors against soliciting or accepting any excessive hospitality, entertainment or inducements which would impair their impartiality in relation to the business of the Organisation. The Contractor shall take all necessary measures (including by way of internal guidelines or contractual provisions where appropriate) to ensure that his directors, employees, agents and sub-contractors are aware of the aforesaid prohibition and will not, except with permission of the Organisation, solicit or accept any advantage, excessive hospitality, etc. in relation to the business of the Organisation.
- (b) The Contractor shall not, and shall procure that his directors, employees, agents and sub-contractors who are involved in this Contract shall not, offer any advantage to any Board member or staff in relation to the business of the Organisation.

### **9.2. *Declaration of Interest***

- (c) The Contractor shall require his directors and employees to declare in writing to the Organisation any conflict or potential conflict between their personal/financial interests and their duties in connection with this Contract. In the event that such conflict or potential conflict is disclosed in a declaration, the Contractor shall forthwith take such reasonable measures as are necessary to mitigate as far as possible or remove the conflict or potential conflict so disclosed. The Contractor shall require his agents and sub-contractors to impose similar restriction on their directors and employees by way of a contractual provision.
- (d) The Contractor shall prohibit his directors and employees who are involved in this Contract from engaging in any work or employment other than in the performance of this Contract, with or without remuneration, which could create or potentially

give rise to a conflict between their personal/financial interests and their duties in connection with this Contract. The Contractor shall require his agents and sub-contractors to impose similar restriction on their directors and employees by way of a contractual provision.

- (e) The Contractor shall take all necessary measures (including by way of internal guidelines or contractual provisions where appropriate) to ensure that his directors, employees, agents and sub-contractors who are involved in this Contract are aware of the provisions under the aforesaid sub-clauses (C) and (D).

### **9.3. *Handling of confidential information***

- (f) The Contractor shall not use or divulge, except for the purpose of this Contract, any information provided by the Organisation in the Contract or in any subsequent correspondence or documentation, or any information obtained when conducting business under this Contract. Any disclosure to any person or agent or sub-contractor for the purpose of the Contract shall be in strict confidence and shall be on a “need to know” basis and extend only so far as may be necessary for the purpose of this Contract. The Contractor shall take all necessary measures (by way of internal guidelines or contractual provisions where appropriate) to ensure that information is not divulged for purposes other than that of this Contract by such person, agent or sub-contractor. The Contractor shall indemnify and keep indemnified the Organisation against all loss, liabilities, damages, costs, legal costs, professional and other expenses of any nature whatsoever the Organisation may suffer, sustain or incur, whether direct or consequential, arising out of or in connection with any breach of the aforesaid non-disclosure provision by the Contractor or his directors, employees, agents or sub-contractors.



#### **9.4. Declaration of ethical commitment**

- (g) The Contractor shall submit a signed declaration in a form (see Appendix C) prescribed or approved by the Organisation to confirm compliance with the provisions in aforesaid sub-clauses (A) (B), (C), (D), (E) and (F) on prevention of bribery, declaration of interest and confidentiality. If the Contractor fails to submit the declaration as required, the Organisation shall be entitled to withhold payment until such declaration is submitted and the Contractor shall not be entitled to interest in that period. To demonstrate compliance with the aforesaid sub-clauses (A), (B), (C), (D), (E) and (F) on prevention of bribery, declaration of interest and handling of confidential information, the Contractor and the sub-contractors employed for the performance of duties under this Contract are required to deposit with the Organisation a copy of the internal guidelines issued to their staff.

## 10. Schedule

	<i>Project schedule Tasks</i>	<i>To be Completed by</i>	<i>Remark</i>
1	Publish of RFP	29 Mar 2018	
2	Expression of interest	13 April 2018	
3	Sign NDA and InfoSec Compliance Statement with all interested vendors	13 April 2018	
4	Deadline for vendors to submit proposal and quotation with Warranty Letter	11 May 2018 5:30pm	
5	Selection of vendor by panel	25 May 2018	
6	Conclude final decision and appoint the vendor	15 Jun 2018	
7	Prepare contract and service agreement	22 Jun 2018	
8	Sign contract and service agreement with the appointed vendor	29 Jun 2018	
9	Service Provision & Delivery	19 Jul 2018	
10	Service Drill Test	2 Aug 2018	
11	Project complete with deliverables	9 Aug 2018	

### 11. Payment Schedule

Interested vendors shall provide the breakdown of the cost, in Hong Kong Dollars, of the whole service specified in the proposal.

The Contractors should make certain that prices quote are accurate before submitting their proposal. Under no circumstances will the HKIRC accept any request for adjustment on the grounds that a mistake has been made in the proposed prices.

The following payment schedule is recommended but interested vendors may propose their own in their proposals.

	<b>Milestone/Acceptance</b>	<b>Expected duration</b>	<b>Payment</b>
1	<ul style="list-style-type: none"> <li>• Completion all service provision and/or system configuration, functionally ready</li> <li>• Completion of Drill Test</li> </ul>	4 weeks	Subscription payment starts (depending on service contract payment schedule)
	<b>TOTAL</b>	<b>4 weeks</b>	Subscription payment starts (depending on service contract payment schedule)

### 12. Elements of a Strong Proposal

All submitted proposal must following the format as stated in Appendix D - HKIRC Proposal Requirements

## 13. Service Agreement Negotiation and Signature

The service agreement will be drawn up between the selected vendor and HKDNR, the wholly-owned subsidiary of HKIRC. HKIRC welcomes the vendor's proposal on a suitable service agreement for the project/service.

The service agreement must be signed by both parties within one week from the project/service award date. If the agreement is not signed within the said period, HKIRC will start the negotiation with the next qualified vendor on the selection list.

## 14. HKIRC Contacts

HKIRC Contacts information

<b>Contacts</b>	
<b>Hong Kong Internet Registration Corporation Limited</b> Unit 501, Level 5, Core C, Cyberport 3, 100 Cyberport Road, Hong Kong  +852 23192303 – telephone +852 23192626 – fax <a href="http://www.hkirc.hk">http://www.hkirc.hk</a>	<b>Senior System Engineer</b> Frankie Cheung +852 23193845 <a href="mailto:frankie.cheung@hkirc.hk">frankie.cheung@hkirc.hk</a>  <b>Head of IT</b> Ben Lee +852 23193811 <a href="mailto:ben.lee@hkirc.hk">ben.lee@hkirc.hk</a>  <b>Deputy CEO</b> Bonnie Chun +852 23193808 <a href="mailto:bonnie.chun@hkirc.hk">bonnie.chun@hkirc.hk</a>
<i>If you are not sure about the appropriate person to call, the receptionist can help you.</i>	

## **Appendix A – HKDNR Information Security Policy and Guidelines: An Extract Relevant to Outsourcing**

This document provides an extract of the HKDNR Information Security Policy and Guidelines with the purposes of (a) introducing various measures and controls to be executed by HKDNR regarding outsourcing and (b) setting the expectation of any potential contractors that their participation and conformance in these measures and controls are essential contractual obligations.

The original Policy and Guidelines applies to HKDNR's employees, contractors and third party users. However, a potential contractor may interpret the clauses up to their roles and responsibilities only. Nonetheless, the keyword "**contractors**" hereby refers to all relevant staff members of the contractor and those of any other subcontractors under the contractor's purview.

Herein, HKDNR would also set the expectation of any potential contractors that upon their expression-of-interest to the project/service, they shall be required in the subsequent stages (a) to sign off a non-disclosure agreement (NDA) on all information to be provided and (b) to sign off a Compliance Statement where compliance requirements are specified in more details.

### **(A) Extract from the HKDNR Information Security Policy**

In the following, "the organization" means Hong Kong Domain Name Registration Company Limited, the company requesting the proposal for "the Project."

#### 8. Human resources security

8.1 Security objective: To ensure that employees, contractors and third party users understand their responsibilities, and are suitable for the roles they are considered for, and to reduce the risk of theft, fraud or misuse of facilities.

8.1.1 Security roles and responsibilities of employees, contractors and third party users shall be defined and documented in accordance with the organization's information security policy.

8.1.2 Background verification checks on all candidates for employment, contractors, and third party users shall be carried out in accordance with relevant laws, regulations and ethics, and proportional to the business requirements, the classification of the information to be accessed, and the perceived risks.

8.1.3 As part of their contractual obligations, employees, contractors and third party users shall agree and sign the terms and conditions of their employment contract, which shall state their and the organization's responsibilities for information security.

## 8.2 During employment

Security objective: To ensure that all employees, contractors and third party users are aware of information security threats and concerns, their responsibilities and liabilities, and are equipped to support organizational security policy in the course of their normal work, and to reduce the risk of human error.

8.2.1 Management shall require employees, contractors and third party users to apply security measures in accordance with established policies and procedures of the organization.

8.2.2 All employees of the organization and, where relevant, contractors and third party users shall receive appropriate awareness training and regular updates on organizational policies and procedures, as relevant to their job functions.

## 8.3 Termination or change of employment

Security objective: To ensure that employees, contractors and third party users exit an organization or change employment in an orderly manner.

8.3.2 All employees, contractors and third party users shall return all of the organization's assets in their possession upon termination of their employment, contract or agreement.

8.3.3 The access rights of all employees, contractors and third party users to information and information processing facilities shall either be removed upon termination of their employment, contract or agreement, or adjusted upon change.

## 12. Information systems acquisition, development and maintenance

12.5.5 Outsourced software development shall be supervised and monitored by the organization

### 13. Information security incident management

#### 13.1 Reporting information security events and weaknesses

Security objective: To ensure information security events and weaknesses associated with information systems are communicated in a manner allowing timely corrective action.

13.1.2 All employees, contractors and third party users of information systems and services shall be required to note and report any observed or suspected security weaknesses in systems or services.

## **(B) Extract from the HKDNR Information Security Guidelines**

### 6. ORGANIZING INFORMATION SECURITY

#### 6.2 EXTERNAL PARTIES

##### 6.2.1 Identification of Risks Related to External Parties

The risks to the organization's information and information processing facilities from business processes involving external parties should be identified and appropriate controls implemented before granting the access.

##### 6.2.3 Addressing Security in Third Party Agreements

Agreements with third parties involving accessing, processing, communicating or managing the organization's information or information processing facilities, or adding products or services to information processing facilities should cover all relevant security requirements.

### 7. ASSET MANAGEMENT

#### 7.1.3 Acceptable Use of Assets

Rules for the acceptable use of information and assets associated with information processing facilities shall be identified, documented, and implemented.

### 8. HUMAN RESOURCE SECURITY

#### 8.1.1 Roles and Responsibilities

Security roles and responsibilities of employees, contractors and third party users shall be defined and documented in accordance with the organization's information security policy.

#### 8.1.2 Screening

Background verification checks on all candidates for employment, contractors, and third party users shall be conducted in accordance with relevant laws, regulations and ethics, and proportional to the business requirements, the classification of the information to be accessed, and the perceived risks.

#### 8.1.3 Terms and Conditions of Employment

As part of their contractual obligation, employees, contractors and third party users shall agree and sign the terms and conditions of their employment contract, which shall state their and the organization's responsibilities for information security.

#### 8.2.1 Management Responsibilities

Management shall require employees, contractors and third party users to apply security measures in accordance with established policies and procedures of the organization.

## 12. Information systems acquisition, development and maintenance

#### 12.5.5 Outsourced Software Development

Outsourced software development shall be supervised and monitored by the organization.



## Appendix B – Warranty

To: Hong Kong Internet Registration Corporation Limited (HKIRC)

Dear Sir/Madam,

### Warranty

(1) By submitting a tender, the Tenderer represents and warrants that in relation to the tender of Network DDoS Mitigation Service:

- (i) it has not communicated and will not communicate to any person other than the HKIRC the amount of any tender price;
- (ii) it has not fixed and will not fix the amount of any tender price by arrangement with any person;
- (iii) it has not made and will not make any arrangement with any person as to whether it or that other person will or will not submit a tender; and
- (iv) it has not otherwise colluded and will not otherwise collude with any person in any manner whatsoever in the tendering process.

(2) In the event that the Tenderer is in breach of any of the representations and/or warranties in Clause (1) above, the HKIRC shall be entitled to, without compensation to any person or liability on the part of the HKIRC :

- (i) reject the tender;
- (ii) if the HKIRC has accepted the tender, withdraw its acceptance of the tender; and
- (iii) if the HKIRC has entered into the contract with the Tenderer, terminate the contract.

(3) The Tenderer shall indemnify and keep indemnified the HKIRC against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations and/or warranties in Clause (1) above.

(4) Clause (1) shall have no application to the Tenderer's communications in strict confidence with its own insurers or brokers to obtain an insurance quotation for computation of the tender price, or with its professional advisers, and consultants or sub-contractors to solicit their assistance in preparation of tender submission. For the

Hong Kong Internet Registration Corporation Ltd

avoidance of doubt, the making of a bid by a bidder to the HKIRC in public during an auction will not by itself be regarded as a breach of the representation and warranty in Clause (1)(i) above.

(5) The rights of HKIRC under Clauses (2) to (4) above are in addition to and without prejudice to any other rights or remedies available to it against the Tenderer.

Authorized Signature & Company Chop :

Name of Person Authorized to Sign (in Block Letters) :

Name of Tenderer in English (in Block Letters) :

Date :

**Appendix C – Declaration Form by Contractor on their compliance with the ethical commitment requirements**

To: Hong Kong Internet Registration Corporation Limited (HKIRC)

Contract No.:

Title:

In accordance with the Ethical Commitment clauses in the Contract:

- 1) We confirm that we have complied with the following provisions and have ensured that our directors, employees, agents and sub-contractors are aware of the following provisions:
  - a) prohibiting our directors, employees, agents and sub-contractors who are involved in this Contract from offering, soliciting or accepting any advantage as defined in section 2 of the Prevention of Bribery Ordinance (Cap 201) in relation to the business of HKIRC except with the permission of HKIRC;
  - b) requiring our directors, employees, agents and sub-contractors who are involved in this Contract to declare in writing to their respective company management any conflict or potential conflict between their personal/financial interests and their duties in connection with this Contract, and in the event that a conflict or potential conflict is disclosed, take such reasonable measures as are necessary to mitigate as far as possible or remove the conflict or potential conflict so disclosed;
  - c) prohibiting our directors and employees who are involved in this Contract from engaging in any work or employment (other than in the performance of this Contract), with or without remuneration, which could create or potentially give rise to a conflict between their personal/financial interests and their duties in connection with this Contract and requiring our agents and sub-contractors to do the same; and
  - d) taking all measures as necessary to protect any confidential/privileged information or data entrusted to us by or on behalf of HKIRC from being divulged to a third party other than those allowed in this Contract.

Signature

(Name of the Contractor)

(Name of the Signatory)

(Position of the Signatory)

(Date)

## Appendix D – HKIRC Proposal Requirements

<b><i>Proposal requirements</i></b>	
Submission deadline	Please refer to Section 10 - Schedule, item no. 4 for the proposal submission deadline.  If tropical cyclone warning signal No.8 or above or the black rainstorm warning is hoisted on the deadline date, the deadline will be postponed to the next working day without advance notice.
Delivery address	Hong Kong Internet Registration Corporation Limited  Unit 501, Level 5, Core C,  Cyberport 3, 100 Cyberport Road,  Hong Kong
Hard copies	Sending hard copies is not mandatory. For sending hard copies, 2 copies of the full proposal are required. The proposal shall be sent to the attention of Elisa Chung (Finance Officer) or Kris Lam (Executive Officer)
Electronic copy	Electronic Copy is mandatory. It shall be sent by email to <a href="mailto:elisa.chung@hkirc.hk">elisa.chung@hkirc.hk</a> and <a href="mailto:kris.lam@hkirc.hk">kris.lam@hkirc.hk</a> ; also cc <a href="mailto:frankie.cheung@hkirc.hk">frankie.cheung@hkirc.hk</a> and <a href="mailto:ben.lee@hkirc.hk">ben.lee@hkirc.hk</a>
Proposal format	Specified in this document
Page count	30 pages or fewer. Stapled. Do not bind.
Font	Electronically published or typed. Times New Roman 12 point font.

Successful vendor is the one who submitted a clearly worded proposal that demonstrates the following attributes:

- a persuasive section on the company background
- international recognize certification for quality assurance
- a strong and flexible service and tools meeting HKIRC requirements with minimum customization
- high level of interaction between HKIRC and the vendor
- excellent fit with the capabilities and facilities of HKIRC
- strong company and project management team

## **1.2 Proposal Content**

The proposal should contain the following:

- Cover Page
- Executive Summary
- Conflict of Interest Declaration
- Company Background
  - Financial Situation
  - Track Records
  - Organization and management team
  - Project team with credentials
  - Company credentials
  - Staff credentials
- Methodology
- Project management methodology
- Understanding of our requirements
- Knowledge and Advices on Projects/Services
- Deliverable and Services level
- Proposed Cost of Services and Payment Schedule
- Implementation Time Table
- Commercial and Payment Terms. e.g. Compensation for delay.

### 1.3 Cover Page

Prepare a non-confidential cover page with the following information in the order given.

<b>Cover Page</b>	
Project Title	
DDoS Mitigation Service	
Project Manager	Name:
	Title:
	Mailing address:
	Phone:
	Fax:
	Email:
Company	Contact person:
	Title:
	Company name:
	Mailing address:
	Phone:
	Fax:
	Email:
	Website:

### **1.4 Executive Summary**

The executive summary provides a brief synopsis of the commercial and technical solution the vendor proposed for the project/service. This summary must be non-confidential. It should fit on a single page.

The executive summary should be constructed to reflect the merits of the proposal and its feasibility. It should also clearly specify the project/service's goals and resource requirements. It should include:

- Rationale for pursuing the project or service, the methodology/technology needed and the present state of the relevant methodology/technology.
- Brief description of the vendor's financial situation.
- Brief description of the vendor's facilities and experience on similar projects or services

### **1.5 Conflict of Interest Declaration**

Declare any conflict of interest in relation to the project and the '.hk' ccTLD registry HKIRC.

### **1.6 Company Background**

The vendor must describe its company background. Major activities, financial situation, organizational structure, management team and achievements in similar projects/services or service outsourcing of the company should be elaborated. Track records are preferred.

List the key technical and management personnel in the proposal. Provide a summary of the qualifications and role of each key member.

### **1.7 Methodology**

The vendor must describe the methods to be used, and briefly explains its advantage and disadvantage. Track records are preferred.

### **1.8 Project Management Methodology**

The vendor must describe the methods to be used, and briefly explains its advantage and disadvantage. Track records are preferred.

### **1.9 Understanding of our requirements**

The vendor shall describe their understanding of our requirements. With the use of a table, the vendor should clearly state their compliance on the requirements listed in the



scope of service section; and briefly explain how they are achieved.

### ***1.10 Knowledge and Advices on Projects/Services***

The vendor should describe their knowledge and advices to ensure the success of this project/service or projects/services with similar nature.

### ***1.11 Deliverable and Services level***

The vendor should detail the project/service deliverables, and the services level of the proposed services. Tables of content of all reports included in the deliverables should be provided in the proposal.

### ***1.12 Proposed Costs of Service and Payment Schedule***

The vendor should provide the breakdown of the cost of the whole project/service. The cost shall be broken down by milestone/phases. The payment shall be scheduled based on the milestones and/or deliverables.

Such costs should include, if applicable:

- Fixed setup cost
- Labour unit costs for additional services or requirements. They are typically quoted in unit man day. Quoted in normal working hour, non-working hour and in emergency.
- Equipment that is permanently placed or purchased for HKIRC to complete the project or service, if any.
- Subsequent support, maintenance or consultation service.
- Other direct costs including services, materials, supplies, postage, traveling, pocket money, etc.

### ***1.13 Implementation Time Table***

The vendor should present in this section the implementation schedule of the project/service. The schedule should be realistic and achievable by the vendor.

### ***1.14 Commercial and Payment Terms***

The vendor should describe the commercial and payment terms of the services e.g. compensation for the delay of the project/service.