



Request for Proposals on Out-of-place Database Upgrade

Version 1.1
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Hong Kong Internet Registration Corporation Limited

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1. Summary

HKIRC is looking for a vendor or professional(s) system integrator (“the Contractor”) to provide and setup for the subjected services.

The scope of service is detailed in section 5 of this document.

The Contractor should demonstrate a history of similar project successes and able to provide the resources for the full project life cycle, from architecture design, project management, requirements gathering and analysis, configuration, testing and handover through to nursing period.

Parties interested in providing this service shall submit **Expression of Interest (EOI) by 8 Apr 2016**. For those who have submitted EOI, they should **submit proposal** (see Appendix D) to the Group **no later than 5:30pm on 27 Apr 2016**.

The selection criteria when reviewing the RFP’s will be as follows.

- The supplier has demonstrated through references that they have successfully delivered similar projects in the past.
- The supplier has shown they have access to a pool of resources with the appropriate skill sets to deliver the project. These can be employed or associate resources, though if it is planned that the majority of the delivery is to be sub-contracted then details of the planned sub-contractor should be provided.
- Resource costing estimations are in line with current market costs for the given skill set.
- Technical support arrangement / workflow / service-level agreement (SLA)

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 Out-of-place Database Upgrade services with requirements stipulated in Section 5 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. Requirement Background & Current Situation

Oracle Database Releases

Release	GA Date	Premier Support Ends	Extended Support Ends	Sustaining Support Ends
8.1.7	Sep 2000	Dec 2004	Dec 2006	Indefinite
9.2	Jul 2002	Jul 2007	Jul 2010	Indefinite
10.1	Jan 2004	Jan 2009	Jan 2012	Indefinite
10.2	Jul 2005	Jul 2010	Jul 2013	Indefinite
11.1	Aug 2007	Aug 2012	Aug 2015	Indefinite
11.2	Sep 2009	Jan 2015	Dec 2020	Indefinite
Enterprise Edition 12.1	Jun 2013	Jul 2018	Jul 2021	Indefinite
Standard Edition (SE) 12.1	Jun 2013	Aug 2016	Not Available	Indefinite
Standard Edition One (SE1) 12.1	Jun 2013	Aug 2016	Not Available	Indefinite
Standard Edition 2 (SE2) 12.1	Sep 2015	Jul 2018	Jul 2021	Indefinite

Oracle Database 11g release 2 (11.2) Premier Support already ended in Jan 2015.

Oracle Database 12c Standard Edition 2 release 1 (12.1) has been released since Sep 2015, the stability and rich functionality is well recognized by the market. And this version's lifecycle go until Jul 2018.

As confirmed by Oracle support, there are no more SPU/CPU patches released for 11.2.0.3. The BUG fix will be released as a one-off in this case as they were informed initially by development. However, this will fix only related issue but no other security issues that were fixed in more recent patches.

Inconsideration of ongoing support and improvement of performance and features, it is highly recommended to upgrade existing Oracle Database 11g to 12c.

Vendors, after submitting the Expression of Interest (EOI) and the signed non-disclosure agreement (NDA), may request further details, such as the existing database servers list.

The services shall be provided in Hong Kong. The deliverables shall be delivered to the HKIRC's facilities

5. High Level Requirements

The following defines the high level requirements to be provided by the Contractor:-

- **Installation & Configuration Service** of Oracle 12c Database (ASM & optional RAC) at Production, Secondary & Development environment.
- **Database Upgrade Pilot** of Oracle Database 11gR2 (RAC & ASM) to 12c (ASM & optional RAC) on the same server and same OS version (Linux x86_64) on Development environment.
- **Database Out-of-place Upgrade Service** of Oracle Database 11gR2 (RAC & ASM) to 12c (ASM & optional RAC) on the different servers on Production & Secondary environment.
- **Reconfiguration Service** of Oracle Enterprise Manager to monitor the Oracle 12c databases at Production, Secondary & Development environment plus support on existing system health monitoring integration.
- **Secondary Site Reconfiguration Service** of data replication to synchronize Oracle 12c (ASM & optional RAC) database from production to secondary site (for 2 instances).
- Data-comparison and repair utility that identified, reports on, and fixes data discrepancies between production and secondary sites databases without interrupting ongoing business processes.
- Oracle database stress test in Production & Secondary environment.
- Oracle database system performance comparison in Production & Secondary environment, e.g. database, backup & replication tests.
- System and SQL performance tuning in Production & Secondary environment.
- Database objects verification, preparation and implementation in Production & Secondary environment.
- Assistant on Database Recovery Drill Test, e.g. local and across sites failover and fallback
- Provide installation, configuration documentations & disaster recovery plan (DRP) on failover/back.
- Skill transfer on Oracle 12c Database Administration and new equipment / server / storage
- Support existing backup solution by Oracle RMAN & EMC Data Domain
- **Little or no downtime**, the vendor must estimate amount of scheduled outage during the upgrade
- Support connection from applications, e.g. Java app servers, connection pool, JDBC settings & drivers, via load balancers
- Preview project schedule

- Comply to below Oracle and HKIRC documentations:
 - **Database Licensing**

Oracle Database Standard Edition 2 may only be licensed on servers that have a maximum capacity of 2 sockets. When used with Oracle Real Application Clusters, Oracle Database Standard Edition 2 may only be licensed on a maximum of 2 one-socket servers. In addition, notwithstanding any provision in Your Oracle license agreement to the contrary, each Oracle Database Standard Edition 2 database may use a maximum of 16 CPU threads at any time. When used with Oracle Real Application Clusters, each Oracle Database Standard Edition 2 database may use a maximum of 8 CPU threads per instance at any time.
 - **Oracle Linux Support Policies for Virtualization and Emulation (Doc ID 417770.1)**

Oracle Products are not certified to run on Virtual Machines/guests provided by Xen or KVM offerings by Red Hat, Novell, Ubuntu, or XenSource.

Oracle Products are not certified to run on VMware vSphere (ESX Server). For more information on Oracle Product Support of Oracle Products running under VMware vSphere - refer to Document 249212.1 (Appendix E).
 - **Oracle Database Online Documentation 12c Release 1 (12.1) / Database Upgrade Guide**

The non-CDB architecture is deprecated in Oracle Database 12c, and may be desupported and unavailable in a release after Oracle Database 12c Release 2. Oracle recommends use of the CDB architecture.
 - **HKIRC Security enhancement procedures for servers and database**

Security hardening of the systems, including Firmware, OS and Oracle will be released after submit Expression of Interest (EOI) and sign non-disclosure agreement (NDA).
- The solution should include licenses for dedicated servers and management hardware requirement (e.g. switch for management port) should also be provided. It should also include sufficient amount of storage system, taking into account of growth rate for a period of 3 years.
- The total cost of ownership (TCO) should include all initial purchase, ongoing hardware and software, maintenance and support costs for 3 years.

6. 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.

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. Project Schedule

	<i>Project schedule Tasks</i>	<i>To be Completed by</i>	<i>Remark</i>
1	Publish of RFP	30-Mar-2016	
2	Expression of interest	6-Apr-2016	
3	Sign NDA and InfoSec Compliance Statement with all interested vendors	13-Apr-2016	
4	Deadline for vendors to submit proposal and quotation with Warranty Letter	27-Apr-2016, 05:30PM	
5	Director join evaluation team	4-May-2016	
6	Selection of vendor by panel	8-Jun-2016	
7	Conclude final decision and appoint the vendor	16-Jun-2016	
8	Prepare service agreement	15-Jul-2016	
9	Sign service agreement with the appointed vendor	29-Jul-2016	
10	Database upgrade (Development)	26-Aug-2016	
11	Database upgrade (Secondary site)	23-Sep-2016	
12	Database upgrade (Primary site)	21-Oct-2016	
13	Nursing Period complete	18-Nov-2016	
14	Overall acceptance and provisioning	2-Dec-2016	
15	Project complete with deliverables	16-Dec-2016	

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.

	Milestone/Acceptance	Expected duration	Payment
1	Completion of database upgrade in Secondary site	4 weeks	40%
2	Completion of database upgrade in Primary site	4 weeks	40%
3	Acceptance of stability after the nursing period	4 weeks	20%
	TOTAL	8 weeks	100%

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

<i>Contacts</i>	
Hong Kong Internet Registration Corporation Limited Unit 2002-2005, 20/F FWD Financial Centre, 308 Des Voeux Road Central, Sheung Wan, Hong Kong +852 23192303 – telephone +852 23192626 – fax http://www.hkirc.hk	IT Project Manager (System & Network) Ben Choy +852 23193819 ben.choy@hkirc.hk Head of IT Ben Lee +852 23193811 ben.lee@hkirc.hk Head of Operations and Business Development Bonnie Chun +852 23193808 bonnie.chun@hkirc.hk
<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 MANAGMENT

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 Out-of-place Database Upgrade:
 - (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 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:

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

<i>Proposal requirements</i>	
Submission deadline	<p>Please refer to Section 10 - Schedule, item no. 4 for the proposal submission deadline.</p> <p>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.</p>
Delivery address	<p>Hong Kong Internet Registration Corporation Limited Unit 2002-2005, 20/F FWD Financial Centre, 308 Des Voeux Road Central, Sheung Wan, Hong Kong</p>
Hard copies	<p>2 copies of the full proposal are required. The proposal shall be to the attention of Elisa Chung (Finance Officer) or Bonnie Chun (Acting CEO)</p>
Electronic copy	<p>Electronic copy is required, on disk or by email to elisa.chung@hkirc.hk and bonnie.chun@hkirc.hk; also cc ben.lee@hkirc.hk and ben.choy@hkirc.hk. This is not a substitute for the physical copies mentioned above.</p>
Proposal format	<p>Specified in this document</p>
Page count	<p>30 pages or fewer. Stapled. Do not bind.</p>
Font	<p>Electronically published or typed. Times New Roman 12 point font.</p>

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

1.1 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
- Knowledge and Advices on Projects/Services
 - Understanding of our requirements
 - Oracle database out-of-place upgrade experience from 11g to 12c
 - Data replication technologies
- Deliverable and Services Level
- Proposed Cost of Services and Payment Schedule
- Implementation Time Table
- Commercial and Payment Terms. e.g. Compensation for delay.

1.2 Cover Page

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

Cover Page	
Project Title	
Out-of-place Database Upgrade	
Project Manager	Name:
	Title:
	Mailing address:
	Phone:
	Fax:
	Email:
Company	Contact person:
	Title:
	Company name:
	Mailing address:
	Phone:
	Fax:
	Email:
	Website:

1.3 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

1.4 Conflict of Interest Declaration

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

1.5 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.

1.6 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.

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.

The data replication technologies to be used, such as:

- Software-based (GoldenGate or SharePlex)
- Fault Tolerant (Stratus or NEC)

and the pros/cons should be stated.

1.7 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.

1.8 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.

1.9 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.

The vendor must include the below list:

- Pre-deployment Prerequisites
- Deployment Rundown
- Verification Procedure & Successful Criteria
- Fallback Procedure

to be done in every site and database.

1.10 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.

Appendix E – Support Position for Oracle Products

Running on VMWare Virtualized Environments

Purpose

Explain to customers how Oracle supports our products when running on VMware

Scope & Application

For Customers running Oracle products on VMware virtualized environments.
No limitation on use or distribution.

Support Status for VMware Virtualized Environments

Oracle has not certified any of its products on VMware virtualized environments. Oracle Support will assist customers running Oracle products on VMware in the following manner: Oracle will only provide support for issues that either are known to occur on the native OS, or can be demonstrated not to be as a result of running on VMware.

If a problem is a known Oracle issue, Oracle support will recommend the appropriate solution on the native OS. If that solution does not work in the VMware virtualized environment, the customer will be referred to VMware for support. When the customer can demonstrate that the Oracle solution does not work when running on the native OS, Oracle will resume support, including logging a bug with Oracle Development for investigation if required.

If the problem is determined not to be a known Oracle issue, we will refer the customer to VMware for support. When the customer can demonstrate that the issue occurs when running on the native OS, Oracle will resume support, including logging a bug with Oracle Development for investigation if required.

NOTE: Oracle has not certified any of its products on VMware. For Oracle RAC, Oracle will only accept Service Requests as described in this note on Oracle RAC 11.2.0.2 and later releases.