



# **Request for Proposal**

## **on**

# **HKIRC Rebranding Services**

*Proposal Due by*

*25 June 2018*

*(5:00pm Hong Kong Time)*

Version 1.2

Date: 11 Jun 2018

Hong Kong Internet Registration Corporation Limited  
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## **IMPORTANT NOTICE**

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*All responses to the RFP become the property of HKIRC. We shall not be obligated to explain the results of the evaluation process to any Tenderers. Moreover, this RFP is no way to commit HKIRC to award a contract, to pay any costs in preparation of a proposal, or to contract for goods and/or services offered or for oral presentations made by the tenderer(s). We reserve the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified tenderer(s), to not award the contract to any service provider, or cancel this RFP.*

## Table of Contents

1. SUMMARY .....	4
2. DEFINITIONS.....	5
3. ABOUT HKIRC .....	6
4. THE REQUIRED SERVICES .....	7
5. FEE ARRANGEMENTS .....	8
6. SERVICE PERIOD .....	8
7. ELEMENTS OF A STRONG PROPOSAL .....	8
8. SCHEDULE.....	9
9. SERVICE AGREEMENT NEGOTIATION AND SIGNATURE .....	10
10. SERVICE COMPLETION .....	10
11. HKIRC CONTACTS .....	10
12. INFORMATION SECURITY .....	10
13. ETHICAL COMMITMENT.....	11
APPENDIX A .....	14
APPENDIX B .....	17
APPENDIX C .....	19
APPENDIX D.....	20
APPENDIX E .....	21

## **1. Summary**

HKIRC is looking for a brand consultant, brand consulting firm or branding agency (the “Contractor”) to provide rebranding consulting services to redefine HKIRC’s corporate image and design application guideline to uphold corporate image, establish thought-leadership and raise .hk brand awareness.

The Contractor must be capable of, but not limited to, providing comprehensive rebranding services, ranging from brand audit, define new corporate position, corporate image, logo design and design application guideline.

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

Parties interested in providing this service shall submit Express of Interest (EOI) by 15 June 2018. For those who have submitted EOI, they should send proposals to HKIRC no later than 17:00 (Hong Kong time) on 25 June 2018.

The party submitting the tender for the Services (the “Tenderer”) should first submit Express of Interest by email to HKIRC contacts (refer Appendix B – HKIRC Proposal Requirements, electronic copy). The Tenderer must provide their information as required in the proposal cover page (Appendix B, 1.3 Cover Page).

## **2. Definitions**

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

“The Contractor” means the company (branding agency; branding consultant) who will provide the Services after award of contract. It is the company to provide Services and work in close collaboration with HKIRC in rebranding exercise stated in this document.

“HKIRC” means Hong Kong Internet Registration Corporation Limited, the company requesting the proposal for “the Services”.

“HKDNR” means Hong Kong Domain Name Registration Company Limited, a wholly-owned subsidiary of HKIRC. This company is also one of the registrars of HKIRC.

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

“Services” means the rebranding services with requirements stipulated in Section 4 of this document.

“Tenderer” means the company sending the tender for the Services

“POBO” means the Prevention of Bribery Ordinance in Hong Kong

“RFP” means this Request for Proposal

### 3. About HKIRC

Hong Kong Internet Registration Corporation Limited (HKIRC) is a non-profit-distributing, non-statutory company limited by guarantee designated by the Government of the HKSAR to undertake the administration of Internet domain names under the .hk and .香港 country code top level domain. HKIRC provides registration services for English domain names ending with .com.hk, .org.hk, .net.hk, .edu.hk, .gov.hk, .idv.hk, .hk and Chinese domain names ending with .公司.香港, .組織.香港, .網絡.香港, .教育.香港, .政府.香港, .個人.香港, .香港, and other domains to be introduced from time to time in Hong Kong.

HKIRC endeavors to be:

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

HKIRC's Vision:

.hk / .香港 are the most preferred top-level domains of Hong Kong residents, companies and organizations. In addition, Hong Kong is a leading city for an inclusive, secured and international Internet and e-Commerce centre.

HKIRC's Mission:

HKIRC is a non-profit-distributing organization that is committed to providing, and supervising the provision by others of, .hk and .香港 Internet domain name registration, resolution and related services in an uninterrupted, effective, customer-centric and sustainable manner. Also to promote Hong Kong as an inclusive and secured environment for the Internet and to encourage the use of Internet and the related technology.

#### 3.1 HKIRC and HKDNR are public bodies under POBO

HKIRC and HKDNR are under POBO as public bodies. All the prescribed officers and employees, other than the ordinary members of HKIRC who are not vested with management responsibility, are public servants. In order to ensure that our contractors and service providers also observe a high integrity standard, please read and comply with Probity Clauses in Appendix C in this document and sign the warranty in Appendix D. **HKIRC will not consider proposals from companies which have not signed and sent to us on time the Warranty in Appendix D**

More information about HKIRC can be found on [www.hkirc.hk](http://www.hkirc.hk).

## **4. The Required Services**

### **Scope of Service**

The following defines the scope of Services to be provided by the Contractor.

### **Background**

The purpose of the Request for Proposal (RFP) is to solicit proposals to establish a contract, through competitive negotiations, with a qualified branding agency that can provide an efficient, effective and customized rebranding services for HKIRC to redefine its corporate image and position, logo design, formulate branding strategy and design application guideline.

The branding agency is expected to conduct brand audit, make recommendation on HKIRC's corporate image and positioning, formulate branding strategy, logo design and logo application guideline in order to maximise the desired outcomes. The branding agency may be required to work with the PR agency, web design company and/or service provider appointed by HKIRC on .hk branding exercises from time to time.

### **Rebranding Objectives**

The branding agency should be able to provide professional opinions on HKIRC's image, branding strategy and logo design and application. Each objective should be crafted into the contractor's proposal.

The objectives are set out below:

- Clear differentiation between the HKIRC and HKDNR entities
- Enhance the reputation and image of HKIRC
- Enhance the desirability of .hk domain – encouraging organisation to be proud of using .hk as its domain name
- To be admired for HKIRC's contribution to make HK a beautiful place for the Internet by supporting digital inclusion, Internet security, knowledge, international experience etc

The desired image of HKIRC is to be worked together with HKIRC and the branding agency.

## Scope of Work

HKIRC intends to seek for an external brand consultant/branding agency to provide brand consultancy service on project basis. The branding agency needs to review on the current corporate image, market position, logo design, logo application and make recommendations for HKIRC accordingly. The scope of work may include but is not limited to the followings like news announcement, feature articles and media activities, etc.

The Tenderer can add or counter propose any tasks that they deem necessary for program enhancement and effectiveness.

## 5. Fee Arrangements

The branding agency should provide fixed fee quote on project basis but with breakdown by item such as brand audit, logo design, logo application guideline.

To ensure mutual understanding, the method of billing, rates for additional works, third-party costs and out-of-pocket expenses, as well as payment terms with any interest charges for late payment should be fully detailed in the proposal.

## 6. Service Period

The branding agency will provide Services beginning 9 August 2018 till the end of the project but it is expected that the rebranding project will be completed not more than 6 months. Reasonable explanation is to be given if the project delay is caused by the branding agency.

## 7. Elements of a Strong Proposal

All submitted proposal must follow the format as stated in Appendix B – Proposal Requirement.

HKIRC will evaluate all proposals with following criteria.

<b>Evaluation Criteria</b>
<b>Ability to Meet the Scope of Work</b> <ul style="list-style-type: none"><li>• Understanding our requirements with the proposed work plan</li><li>• Demonstrating the ability to understand the domain name industry and redefine the brand image and position of HKIRC. Track records are preferred.</li></ul>
<b>Qualifications, Experience and Knowledge</b> <ul style="list-style-type: none"><li>• Qualifications and expertise of staff involved in this project</li><li>• Direct experience in branding especially in Internet/ ICT related sectors</li><li>• Demonstrate the understanding on domain name industry and its market trends with analysis</li></ul>

<p><b>Demonstrated Design capabilities with References</b></p> <ul style="list-style-type: none"> <li>• Work samples from relevant past projects in domain name /internet related /non-profit and/or member-based organisations</li> <li>• Work samples showing the quality in performing effective brand audit, formulating brand strategy, logo design and logo application guideline, as well as giving track records of rebranding programme</li> <li>• Put forward proposal with new thinking</li> </ul>
<p><b>Proposed Cost and its flexibility</b></p> <ul style="list-style-type: none"> <li>• Not-for-profit rate with a list of optional prices provided</li> </ul>

The weighting of each criteria:

Item	Weighting
Responsiveness to work scope and programme needs	20%
Personnel assigned such as bios, qualifications	15%
Agency experience	20%
Agency credentials	25%
Cost effectiveness	20%

## 8. Schedule

	Tasks	To be completed by
1	Publish of RFP	28 May 2018
2	Expression of Interest	15 June 2018
3	Sign NDA and InfoSec Compliance Statement, the Warranty in Appendix D and the Declaration Form on the compliance with the ethical commitment requirements in Appendix E by all interested Tenderers	15 June 2018
4	Deadline for Contractors to submit proposal and quotation	25 June 2018, 17:00 (HK Time)
5	Conclude final decision and appoint the contractor	1 August 2018
6	Sign service contract with the appointed Contractor	7 August 2018
7	Commencement of Service	9 August 2018

The above schedule may change. In case of the change, HKIRC will notify the Tenderers of the change accordingly.

We may require any tenderers providing more information after submitting proposals or may invite them for face-to-face presentations during the evaluation process, and/or before the contract signed off by HKIRC.

In any case, HKIRC reserves the right to award a contract without going through the presentation and discussion process with the tenderer(s).

## 9. Service Agreement Negotiation and Signature

The service agreement will be drawn up between the selected Tenderer and HKIRC. HKIRC welcomes the Tenderer's proposal on a suitable service agreement for the project.

The service agreement must be signed by both parties within 7 days from the project award date. If the agreement is not signed within the said period, HKIRC will start the negotiation with the next qualified Tenderer on the selection list.

## 10. Service Completion

The Service Agreement shall be terminated forthwith by either party by giving 1-month prior written notice to the other or if either party is in breach of its obligations and fails to take any reasonable steps to remedy such breach within ten (10) days of receiving a written notice.

Creative concepts, work plan, tactics and all related materials developed during implementation of the Contract shall be property or intellectual property of HKIRC. Upon completion or termination of the Contract, the contractor shall transfer, assign, and otherwise make available to all property and materials belonging to HKIRC and paid for by HKIRC, in the best and most practical format, as agreed upon in advance by both the Contractor and HKIRC.

## 11. HKIRC Contacts

Hong Kong Internet Registration Corporation Limited

Unit 501, Level 5, Core C, Cyberport 3,  
100 Cyberport Road, Hong Kong

Tel: + 852 2319 2303

Fax: + 852 2319 2626

*If you are not sure about the appropriate person to call, the  
receptionist can help you*

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## 12. 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 Tenderer shall be provided with a set of NDA and Information Security Compliance Statement

after HKIRC received the company's Express-of-Interest before the stipulated time. The NDA and the Information Security Compliance Statement shall be signed and returned to us attached with documents required by the Compliance Statement before the scheduled deadline. **HKIRC will not consider proposals from companies which have not 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 our staff and our Board of Directors.

### **13. Ethical Commitment**

#### **13.1 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.

#### **13.2 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).

### **13.3 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.

### **13.4 Declaration of ethical commitment**

- (G) 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 the ethical commitment clauses. The company shall submit a signed declaration in a form (see Appendix E) 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 company fails to submit the declaration as required, the Organisation shall be entitled to withhold payment until such declaration is submitted and the company 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 company 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.

## **Appendix A**

### **HKIRC Information Security Policy and Guideline (An extract relevant to Outsourcing)**

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This document provides an extract of the HKIRC Information Security Policy and Guidelines with the purposes of (a) introducing various measures and controls to be executed by HKIRC 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 HKIRC'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 refer to all relevant staff of the contractor and of any other subcontractors under the contractor's purview.

Herein, HKIRC would also set the expectation of any potential contractors that upon their indication of interest to the project, 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 HKIRC Information Security Policy**

##### **8.1 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 organisation'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 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 organisation'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 organisational 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 in accordance with established policies and procedures of the organisation.

8.2.2 All employees of the organisation and, where relevant, contractors and third party users shall receive appropriate awareness training and regular updates in organisational policies and procedures, as relevant for their job function.

### **8.3 Termination or change of employment**

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

8.3.2 All employees, contractors and third party users shall return all of the organisation'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 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 organisation.

## **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 to be taken.

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 HKIRC Information Security Guidelines**

### **6. ORGANISING INFORMATION SECURITY**

#### **6.2 EXTENRNAL PARTIES**

6.2.1 Identification of Risks Related to External Parties

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

6.2.3 Addressing Security in Third Party Agreements

Agreements with third parties involving accessing, processing, communicating or managing the organisation'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 Acceptance 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 resources 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 organisation's information security policy.

### **8.1.2 Screening**

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 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 organisation's responsibilities for information security.

### **8.2.1 Management Responsibilities**

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

## **12. Information systems acquisition, development and maintenance**

### **12.5.5 Outsourced Software Development**

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

## **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 to be taken.

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.

## **Appendix B**

### **HKIRC Proposal Requirements**

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#### **1.1 Proposal Attributes**

Successful Tenderer is the one who submitted a clear proposal. The proposal should include but not limited to the following attributes:

- Executive Summary (1-2 page)
- Company Background, for example:
  - Financial situation
  - Company and team credentials
  - Track records
  - Organization and management team
  - Others like Conflict of Interest Declaration
- Branding Strategy, Methodology and Workplan
- Understanding of Our Requirements
- Knowledge and Advice on Ad hoc issues
- Deliverables and Measurable Result
- Proposed Costs of Service and Payment
- Implementation Timetable
- Optional items: e.g. new website design etc

Tenderer should recommend ways to measure the effectiveness of the rebranding plan & progress executed in terms of industry players, public & media perception.

#### **1.2 Proposal Requirements**

Submission Deadline:	Please refer to Section 8– Schedule for the proposal submission deadline
Delivery Address:	Hong Kong Internet Registration Corporation Limited Unit 501, Level 5, Core C, Cyberport 3, 100 Cyberport Road, HK
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 Kris Lam (Executive Officer) or Elisa Chung (Senior Finance Officer)
Electronic copy	Electronic copy is mandatory. It shall be sent by email to kris.lam@hkirc.hk and elisa.chung@hkirc.hk; also cc to annie.loi@hkirc.hk
Proposal Format:	Specified in this document
Page Count:	30 pages or less. Stapled. Do not bind
Font:	Electronically published or typed. Times New Roman 12 point font.

### 1.3 Cover Page

Prepare a non-confidential Cover Page with following information and Table of Content in the order given.

Cover Page	
Project Title:	HKIRC Rebranding Services
Project Manager:	Name: Title: Phone: Fax: Email: Mailing Address:
Company:	Company Name: Contact Person: Title: Phone: Fax: Email: Website: Mailing Address:

## **Appendix C**

### **Probity Clauses**

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#### **Probity Clauses in Tender/ Quotation Invitation Documents**

##### **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.

##### **Anti-collusion**

- (1) The Tenderer shall not communicate to any person other than the Hong Kong Internet Registration Corporation Limited ("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 D 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 contractor.

## Appendix D

### Warranty

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To: Hong Kong Internet Registration Corporation Limited (“HKIRC”)

Dear Sir/Madam,

- (1) By submitting a tender, \_\_\_\_\_ [the name of your company] (the “Tenderer”) represents and warrants that in relation to the tender of HKIRC Rebranding Services:
  - (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, HKIRC shall be entitled to, without compensation to any person or liability on the part of the HKIRC:
  - (i) reject the tender;
  - (ii) if HKIRC has accepted the tender, withdraw its acceptance of the tender; and
  - (iii) if HKIRC has entered into the Service Agreement with the Tenderer, terminate the contract.
- (3) The Tenderer shall indemnify and keep indemnified HKIRC against all losses, damages, costs or expenses arising out of this Warranty 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 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.

Signature:

Name of the Company: \_\_\_\_\_

Name of the Signatory: \_\_\_\_\_

Position of the Signatory: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix E

### Declaration Form on the Compliance with the Ethical Commitment Requirements

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To: Hong Kong Internet Registration Corporation Limited (HKIRC)

We, \_\_\_\_\_ (“the company”) shall acknowledge and agree that, if the company is selected as the Contractor, it shall be bounded by the Ethical Commitment clauses:

- 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 Company: \_\_\_\_\_

Name of the Signatory: \_\_\_\_\_

Position of the Signatory: \_\_\_\_\_

Date: \_\_\_\_\_