



Hong Kong Internet  
Registration Corporation Limited  
香港互聯網註冊管理有限公司

# Request for Proposals on Review of Registry/Registrar Model Implementation for .hk Domain Name

Version 1.4

Date: 3 November 2015

**Hong Kong Internet Registration Corporation Limited**

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## 1. Summary

HKIRC is looking for a consultant, consulting firm or auditing professional(s) (the “Contractor”) to provide the review services on the Registry/Registry model implementation for .hk domain name.

The Contractor shall conduct their review independently with no influence on the reviewing process by staff and directors. This is essential to ensure high credibility of the review results and recommendations. The Contractor shall identify areas for improvement and provide feasible solutions and specific recommendations with reference to established common good industry practice.

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 23 November 2015**. For those who have submitted EOI, they should **submit proposal** (see Appendix B) to HKIRC **no later than 5:30pm (Hong Kong time) on 21 December 2015**.

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.

“Audit Committee” means an operating committee established by the HKIRC’s board of directors focusing on auditing matters. The committee members are drawn from members of the board of directors. The responsibility of the committee is 1) to serve as a focal point for communication between other directors, the external auditors and the internal auditors as regards their duties relating to financial and other reporting, internal controls, external and internal audits for systems and operational processes and such other financial and accounting, systems and operational matters as the Board determines from time to time. 2) to assist the Board in fulfilling its responsibilities by providing an independent review and supervision of financial reporting, systems and operational processes by satisfying themselves as to the effectiveness of the internal controls of the Company and its subsidiaries. Refer to <https://www.hkirc.hk/pdf/TORAuditCommittee2007.pdf> for details.

“Contractor” means the individual or company providing the Services.

“Executive Committee” means an operating committee established by the HKIRC’s board of directors. The committee members are drawn from members of the board of directors. The Board of directors delegates the Executive Committee all its power to direct the affair of HKIRC except for those powers reserved by the Board. Refer to <https://www.hkirc.hk/pdf/Executive%20Committee.pdf> for details.

“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 organization and a set of policies, guidelines and procedures concerned with information security management.

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

“Tenderer” means the company submitting 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, <http://www.hkirc.hk>) is a non-profit-distributing and non-statutory corporation responsible for the administration of Internet domain names under '.hk' country-code top level domain and its equivalents. HKIRC provides registration services through its wholly-owned subsidiary, Hong Kong Domain Name Registration Company Limited (HKDNR, <http://www.hkdnr.hk>), as well as other accredited registrars, for domain names ending with '.com.hk', '.org.hk', '.gov.hk', '.edu.hk', '.net.hk', '.idv.hk', '.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' and '.香港'.

HKIRC endeavors to be:

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

#### 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 at <http://www.hkirc.hk>.

## 4. The Required Services

### 4.1. Scope of Service

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

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

### Background

Since the formation of HKIRC as the designated registry for the .hk ccTLD in 2001, there was only one registrar, HKDNR, which is a wholly owned subsidiary of HKIRC. HKDNR has a service partner program which ISPs and web hosting companies can join in order to provide .hk registration services to their customers. Service partners are effectively resellers. This means they refer customers to register .hk domain names with HKDNR. The service (registration) agreement is therefore between the customer and HKDNR, not the service partner.

In 2006, OGCIO (Office of Government Chief Information Officer) of the HKSARG (HKSAR Government) commissioned an external consultant to conduct a review of the institutional framework of HKIRC. One recommendation of the consultant in their report in 2008 was that HKIRC should adopt the R/R (Registry/Registrar) model. The R/R model is the prevalent model already adopted by most of the gTLD and ccTLD registries in other countries/economies. Registry can be viewed as the “wholesaler” of the ccTLD domain name registration service. It maintains the database of domain names that have been registered and formulates registration policies and eligibility requirements for different categories under the ccTLD. Registrars are like “retailers” offering one-stop internet services including typically website hosting, domain name, and email. The registration agreement is between the customer and the registrar, not HKIRC. HKIRC charges the registrar a “wholesale” price for each domain name registration, and registrars are free to decide how much retail price they charge their customers. Sometimes the registration fee is “hidden” because the registrar charges a single fee for the whole package. Some registrars stipulate a lower and/or upper bound for the retail domain name registration fee to protect consumer interests. The consultant recommended that HKIRC should adopt the R/R model in order to encourage competition so that customers would have more choices, and increasing the number of .hk registrations. The Panel on Information Technology and Broadcasting (ITBP) of the Legislative Council (LegCo) had also deliberated on the consultant report ([http://www.ogcio.gov.hk/en/news\\_and\\_publications/consultations/publications\\_consultancy.htm](http://www.ogcio.gov.hk/en/news_and_publications/consultations/publications_consultancy.htm)) during 2007-2009 and had emphasised that financial sustainability is of utmost importance with the introduction of R/R model.

HKIRC implemented the R/R Model in 2011. Some of the bigger service partners of HKDNR have since then been accredited to become .hk registrars. As of August 2015, there are 7 local registrars and 23 overseas registrars (see <https://www.hkirc.hk/content.jsp?id=280>).

### **Status of the R/R Implementation for .hk**

HKIRC has conducted an internal review and concluded that the R/R model as implemented has not led to sufficient competition. The average retail price of a .hk registration has not changed much despite two wholesale price reductions in 2012 and 2013. The growth of .hk registrations has slowed down rather than increased after the launch of R/R model. More importantly, the financial healthiness of HKIRC/HKDNR has deteriorated to the extent that HKDNR is expected to make a loss any time soon.

While the R/R model works well for other ccTLDs, it does not seem to be working for .hk. The Company would therefore like to engage an external consultant (the “Contractor”) to conduct a review of the R/R model implementation for .hk (the “Review”) and provide advice on what to do next and the possible options to refine the implementation in order to achieve the results desired.

### **Scope of the Review**

The review should take into account operational experience and challenges, the latest international developments and best practices in the administration and management of ccTLD domain names. It should look into the current institutional arrangements holistically and make recommendations to ensure proper governance, smooth and fair operation as well as HKIRC’s effectiveness in safeguarding the public interest in administering the “.hk” domain names.

Specifically, the Review should at least cover the following

- a. Rationale behind the adoption of R/R model for .hk and expected results of different stakeholders
- b. Policies, procedures, wholesale and retail pricing, financials and performance management related to the R/R model
- c. Key developments, progress and outcome since the launch of R/R model in 2011 up to Q3 of 2015
- d. Assessment of the outcome of the implementation versus expectations
- e. R/R models as implemented for other ccTLDs in the Asia-Pacific region and other regions as required, relevant best practices, and comparison with .hk
- f. Suitability of the R/R model for .hk – should HKIRC continue to adopt the R/R model?
- g. Options to refine R/R model implementation covering business model, strategy, accreditation requirements, wholesale and retail pricing, incentive scheme, policies and procedures. In particular, the Contractor should recommend a framework for setting wholesale prices in order to maintain the financial sustainability of HKIRC



## **Methodology and Deliverables**

- a. Gather business information to gain understanding of the HKIRC's business, the R/R model implementation, and positioning of HKDNR through paper-based research and interviews with stakeholders.
- b. Analysis and evaluation of the information versus set objectives and stakeholder expectation.
- c. Deliverable – a report assessing the extent of success or failure of the R/R model implementation for .hk versus set objectives and expectation of stakeholders.
- d. Gather information on R/R models as implemented for other ccTLDs in the Asia-Pacific region and other countries/economies as appropriate, as well as relevant industry best practices
- e. Compare the R/R model for .hk with that for a selected set of ccTLDs of other countries/economies, as well as relevant industry best practices
- f. Deliverable – a report detailing the comparison of the R/R model of .hk and the other ccTLDs and industry best practices with key observations as to the suitability of the model in the Hong Kong environment and what have been missing or implemented incorrectly.
- g. Gather information on possible options to make R/R model work for .hk (if the model is suitable) covering competitive landscape, overall strategy, adoption of best practices (if any), accreditation requirements, accrediting process, fees, framework for setting wholesale and retail prices, incentive scheme, marketing and promotion, performance management.
- h. Based on the findings, prioritise the options and the actions required to implement the different options.
- i. Deliverable – a report recommending the way forward for HKIRC in terms of whether to continue with R/R model and refinements to the implementation as deemed appropriate, with suggested resources and timing.

Presentations to and endorsement by management, Audit Committee, Executive Committee or the Board will be required before the deliverables will be adopted and signed off by HKIRC.

## **Additional deliverables**

- a. The Contractor may propose additional or different deliverables as deemed appropriate.

## **Information security**

- a. The Contractor shall follow HKIRC Information Security Policy and Guidelines set out by HKIRC on personal and corporate data security.
- b. Contractor's Information Security Policy is subject to HKIRC review as needed.

## **Duration of the Review**

This service is expected to be delivered over a period of four (4) to six (6) months. The Contractor should advise HKIRC if he thinks the duration suggested is inappropriate and how long the duration

should be, based on his experience and understanding of our requirements. Payment is based on satisfactory completion of milestones, not on duration of work.

### **Location of Work and Travel**

If the Contractor normally resides overseas, he will have to specify the number of trips to HKIRC office in Hong Kong, the duration of each trip, the approximate timing of these trips, and the costs involved. The Contractor should also suggest the preferred communication means and costs involved, if any, when he is not in HKIRC office.

### **Project management**

- a. The Contractor must develop the project plan, specify project tasks and quality related tasks, implementation of the plan, and ensuring the overall quality of the project
- b. The Contractor shall manage the below aspects of the project
  1. Scope
  2. Time
  3. Cost
  4. Quality
  5. HR
  6. Communications
  7. Risk
  8. Procurement
  9. Information Security
  10. Change Control
  11. Exception
- c. In particular, for communications, the Contractor shall provide regular project status report and meeting (at least monthly) with the management.
- d. The Contractor shall provide briefing sessions to the Audit Committee, Executive Committee or the Board of HKIRC based on the timing of their scheduled meetings. The sessions aim to explain the progress of the Review, findings, and recommendations of the individual stages of the Review.

### **4.2. Service Acceptance**

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

1. Services provided and their quality
2. Deliverables and their quality
3. Overall quality of the project

Under this acceptance framework, the Contractor should fulfill the scope of services, methodology and deliverables described in section 4. Interested Tenderers may provide additional acceptance criteria and the related plan in detail in their proposals.

## 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 Express-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 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 the HKIRC’s staff and Directors of HKIRC.

## **6. Ethical Commitment**

### **6.1. *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.

### **6.2. *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).

### **6.3. 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.

### **6.4. 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.

## 7. Schedule

<i>Project schedule</i>	
<i>Tasks</i>	<i>To be Completed by</i>
1 Publish RFP	3/11/2015
2 Express of interest	23/11/2015
3 Sign NDA, 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	21/12/2015, 5:30pm
4 Deadline for Tenderers to submit proposal and quotation	21/12/2015, 5:30pm
5 Selection of Contractor by panel	8/1/2016
6 Conclude final decision and appoint the Contractor	14/1/2016
8 Sign service contract with the appointed Contractor	29/1/2016
9 Commencement	1/2/2016
10 Complete with deliverables	30/5/2016 to 29/7/2016

The proposed schedule may change. In case of change, HKIRC will inform Tenderers of the change accordingly.

## 8. Payment Schedule

Interested Tenderers shall provide the breakdown of the project cost in the proposal. The cost shall be broken down by phases of the review process.

The following payment schedule is recommended. The % payment recommended for each milestone is provided in brackets. Tenderers may propose their own in their proposals.

Breakdown of service by man-hour involved:

<b>Milestone/Receipt for each Deliverable</b>	<b>Total</b>
Man-hour cost (HK\$/man-hour)	
No. of man-hour	

<b>Total (HK\$)</b>	
<b>Payment Milestones:</b>	
1. Upon delivery of presentation to Audit Committee, Executive Committee or the Board of the report assessing the extent of success or failure of the R/R model implementation for .hk versus set objectives and expectation of stake holders (30%)	
2. Upon delivery of presentation to Audit Committee, Executive Committee or the Board of the report detailing the comparison of the R/R model of .hk and the other ccTLDs and industry best practices with key observations as to the suitability of the model in the Hong Kong environment and what have been missing or implemented incorrectly (30%)	
3. Upon delivery of presentation to Audit Committee, Executive Committee or the Board of the report recommending the way forward for HKIRC in terms of whether to continue with R/R model and refinements to the implementation as deemed appropriate, with suggested resources and timing. (40%)	

## 9. Elements of a Strong Proposal

All submitted proposal must follow the format as stated in Appendix B - HKIRC Proposal Requirements

Proposals are evaluated based on major criteria as follows (the percentages given are the weighting)

- Company Background (15%)
- Methodology (15%)
- Understanding of our requirements (20%)
- Knowledge and advice on project (25%)
- Proposed cost of the project and its flexibility (25%)

## 10. 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 1.5 weeks 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.

## 11. HKIRC Contacts

<i>Contacts</i>	
<b>Hong Kong Internet Registration Corporation Limited</b> Unit 2002-2005, 20/F FWD Financial Centre, 308 Des Voeux Road Central, Sheung Wan, Hong Kong  +852 23192303 – telephone +852 23192626 – fax <a href="http://www.hkirc.hk">http://www.hkirc.hk</a>	<b>Head of Operations and Business Development</b> Bonnie Chun +852 23193808 <a href="mailto:bonnie.chun@hkirc.hk">bonnie.chun@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>Senior Finance Officer</b> Elisa Chung +852 23193806 <a href="mailto:elisa.chung@hkirc.hk">elisa.chung@hkirc.hk</a>
<i>If you are not sure about the appropriate person to call, the receptionist can help you.</i>	



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

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. 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 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 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 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 in organizational policies and procedures, as relevant for their job function.**

### ***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 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 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. 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 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 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 organization'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 organization'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 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 – HKIRC Proposal Requirements**

Successful Tenderer is the one who submitted a clearly worded proposal that shows the following attributes:

- a persuasive section on the company background
- internationally recognised certification if any
- a strong and flexible service and tools meeting HKIRC requirements with minimum customization
- high level of interaction between HKIRC and the Tenderer
- excellent fit with the capabilities and facilities of HKIRC
- strong company and project management team

### **1.1 Proposal Deadline**

All proposals must reach HKIRC as stated in Section 7, Project Schedule, item no. 4.

### **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
- Project management methodology
- Understanding of our requirements
- Knowledge and Advice on Projects
- Deliverables and Service level
- Proposed Cost of Services and Payment Schedule
- Implementation Time Table
- Commercial and Payment Terms. e.g. Compensation for delay.

<b><i>Proposal requirements</i></b>	
Submission deadline	Please refer to Section 7 - Project Schedule, item no. 4 for the proposal submission deadline.
Delivery address	Hong Kong Internet Registration Corporation Limited Unit 2002-2005, 20/F FWD Financial Centre, 308 Des Voeux Road Central, Sheung Wan, Hong Kong
Hard copies	2 copies of the full proposal are required. The proposal shall be sent to the attention of Ben Lee (Head of IT)
Electronic copy	Electronic copy, by email to <a href="mailto:elisa.chung@hkirc.hk">elisa.chung@hkirc.hk</a> and <a href="mailto:ben.lee@hkirc.hk">ben.lee@hkirc.hk</a> ; also cc <a href="mailto:bonnie.chun@hkirc.hk">bonnie.chun@hkirc.hk</a> . This is not a substitute for the physical copies mentioned above.
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.

### ***1.3 Cover Page***

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

<b><i>Cover Page</i></b>	
Project Title	Review of Registry/Registrar Model Implementation for .hk
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 Tenderer proposed for the project. 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's goals, costs and resource requirements. It should include:

- Rationale for pursuing the project, the methodology/technology needed and the present state of the relevant methodology/technology.
- Brief description of the Tenderer's financial situation.
- Brief description of the Tenderer's facilities and experience on colocation 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 Tenderer must describe its company background. Major activities, financial situation, organizational structure, management team and achievements in software development or service outsourcing of the company should be elaborated. Tracked 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 Project management methodology**

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

### **1.8 Understanding of our requirements**

The Tenderer shall describe their understanding of our requirements. With the use of a table, the Tenderer should clearly state their compliance on the requirements listed in the scope of service section; and briefly explain how they are achieved.

### ***1.9 Knowledge and Advice on Projects***

The Tenderer should describe their knowledge and advice to ensure the success of this project or projects with similar nature.

### ***1.10 Deliverables and Service level***

The Tenderer should detail the project deliverables, and the service level of the proposed services.

### ***1.11 Proposed Costs of Service***

Such costs include:

- Fixed setup cost
- Labour unit costs for additional requirements. They are typically quoted in unit man day. Quoted in normal working hour, non-working hour and in emergency.
- Travelling costs including flights, accommodation and per diem if the Contractor normally resides in an economy outside Hong Kong
- Equipment that is permanently placed or purchased for HKIRC, if any.
- Subsequent support or maintenance service.
- Other direct costs including services, materials, supplies, postage, etc.

### ***1.12 Implementation Time Table***

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

### ***1.13 Commercial and Payment Terms***

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



## **Appendix C – Probity Clauses**

### **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

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 the Review of Registry/Registrar Model Implementation for .hk Domain Name:
- (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 contract 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.

Authorized Signature & Company Chop: \_\_\_\_\_

Name of Person Authorised to Sign (in Block Letter) : \_\_\_\_\_

Name of your company in English (in Block Letters) : \_\_\_\_\_

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

