



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

# Request for Proposals

## **.hk Branding Services 2015**

*Proposal Due by  
2 March 2015  
(4:00 PM, HKTime)*

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

Unit 2002-2005, 20/F FWD Financial Centre  
308 Des Voeux Road Central, Sheung Wan, Hong Kong  
Tel.: +852 2319 2303 Fax: +852 2319 2626  
Email: [marketing@hkirc.hk](mailto:marketing@hkirc.hk) Website: [www.hkirc.hk](http://www.hkirc.hk)

### **IMPORTANT NOTICE**

This communication contains information which is confidential and may also be privileged. It is for the exclusive use of the intended recipient(s). If you are not the intended recipient(s), please note that any distribution, copying or use of this communication or the information in it is strictly prohibited. If you have received this communication in error, please notify the sender immediately and then destroy any copies of it.

TABLE OF CONTENTS

2. DEFINITIONS ..... 5

3. OVERVIEW ..... 5

3.1 About HKIRC ..... 5

3.2 Introduction ..... 6

4. BACKGROUND ..... 6

4.1 Needs for the Service ..... 6

4.2 Service Objectives ..... 7

4.3 Proposal Due ..... 8

5. SCOPE OF SERVICES ..... 8

5.1 Service Scope ..... 8

5.2 Service Timeline ..... 8

5.3 Contract Term ..... 10

6. REQUIRED QUALIFICATIONS ..... 10

7. PROPOSAL REQUIREMENT ..... 10

8. SELECTION CRITERIA ..... 13

9. SCHEDULE ..... 14

10. PROPOSAL SUBMISSION ..... 15

11. SERVICE AGREEMENT AND SIGNATURE ..... 16

12. SERVICE COMPLETION ..... 16

13. INFORMATION SECURITY ..... 17

14. ETHICAL COMMITMENT ..... 17

14.1 Prevention of bribery ..... 17

14.2 Declaration of Interest ..... 18

14.3 Handling of confidential information ..... 18

14.4 Declaration of ethical commitment ..... 19

15. LIMITATION OF LIABILITY AND INDEMNITY ..... 19

16. ENQUIRY ..... 20

ANNEX A ..... 21

ANNEX B ..... 24

ANNEX C ..... 25

ANNEX D ..... 27

## 2. Definitions

In this document,

“HKIRC” represents Hong Kong Internet Registration Corporation Limited. It is the company wishing to engage the selected organization to work in close collaboration with and in support of HKIRC in the development of .hk branding services / public awareness outreach campaign stated in this document.

“Branding Services” means development of .hk brand strategy and its implementation, concept design and visual expressions, public awareness outreach campaigns and other requirements as stipulated in Section 4 of this document.

“Service Provider”, means the company selected to provide the Branding Services.

“Bidder”, “Consultant”, “Proposer” and “Tenderer” are used interchangeably in the preparation of this Request for Proposals (RFP).

“We” or “us” means HKIRC.

## 3. Overview

### 3.1 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

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

### **3.2 Introduction**

HKIRC requests proposals for the following purpose according to terms and conditions stated in this document.

The purpose of this RFP is to solicit proposals from brand consultancy, advertising, online media firms or other organisations with the necessary expertise to design, develop and help implement a brand strategy and the associated concept design and visual expressions for public awareness outreach campaigns for the .hk domain name. In addition, the proposer will deploy the new branding and execute specific outreach programs, highlighting key benefits of .hk brand value through strategic designs, creative applications and messaging across various communications means.

Note that while the focus is on creative development, the deliverables should include establishing an evidence-based rationale for .hk brand positioning and strategy to develop .hk brand. Therefore, HKIRC requires a thorough understanding of the methodology and approach on .hk brand development, as well as a complete plan with its associated media budget for campaign execution and ways proposed to measure project success including the effectiveness of the new .hk branding in growing the .hk business.

The consultants will begin with development of the .hk brand strategy and the .hk Branding Service Plan for .hk domain name, together with the concept design and visual expressions of all the branding elements, followed by the implementation of the outreach campaign(s) in following years, including the proposed purchase and placement of media buy or other forms of outreach activities. Upon completion of the execution of Branding Service Plan, the new .hk brand should put HKIRC in a strong position compared with .com and other TLDs (Top Level Domains) and become the most preferred TLDs for local companies and individuals who wish to register a domain name for their websites and emails.


## **4. Background**

### **4.1 Needs for the Service**

.hk is the country code Top-Level Domain (TLD) for Hong Kong. It is commonly used for a business's web address and recognised by some as a reliable and quality "Hong Kong Brand" online. We believe the .hk domain name is known in the local market, but suspect that the brand, breadth of services, and value propositions are neither articulated nor understood in the marketplace.

One of our business objectives is to increase .hk popularity, measured by the number of .hk

registrations. We have over 273,000 .hk registrations in January 2015, with a steady growth rate of 5-7% during the past two years. Most .hk registrations are from business market. We think, rather than focusing on the nearly saturated business market in Hong Kong, we should explore the vast untapped personal market and are planning to promote .hk domain name for individuals who would prefer a more personalized email address or think of establishing their personal websites. We have not devoted resources into establishing a striking .hk brand in personal market, nor employed any in-house designer to develop strategy and concept designs for .hk brand promotion.

Our current organization logo  was developed in 2007 and a redesigned company website has been used since 2007. We have executed several marketing and outreach campaigns during the past years, including but not limited to Digital Marketplace Seminar, Top10 .hk Website Competition, Best Registrar Awards, World SME EXPO, ‘.hk Buddy’ online gaming competition on FB, as well as organising some industry-related regional/international events to raise corporate profile.

However, no formal .hk brand exploration has been done. Most of graphics and visual expressions we used were developed by design houses in a piecemeal fashion, lacking strategic and integrated approach to make .hk brand compelling. Therefore, we desire to continue and expand on past efforts through more creative, professional advice with consistent messaging and more effective branding initiatives that raise public awareness on .hk, and ultimately gaining higher brand recognition and brand loyalty.

#### **4.2 Service Objectives:**

The objectives of the Brand Service include:

- To distinguish .hk from other TLDs and establish its role as the most preferred TLD in the marketplace
- To develop a brand strategy and .hk Brand Service Plan and generate direction for the concept design and visual expressions
- To encourage other parties of the local community to participate in cohesive marketing and brand exercises
- To raise public awareness on .hk brand, enhancing its value and benefits for existing and new targeted audience from both companies and individuals, locally and globally
- To further associate the sense of loyalty of Hong Kong as a key value of .hk, cultivating .hk brand preference in the local community in the longer term

Content within the proposals should include, but not be limited to, the review of past outreach campaigns to assist in improving brand outreach; the review and assessment of current

communications materials to determine if any new elements are to be produced; the development and recommendation of marketing collaborations, implementation of proposed outreach campaigns, including a creative, comprehensive, and effective online and social media strategy; as well as proposed budget for purchase of media buys and other form of outreach activities.

#### **4.3 Proposal Due**

Proposers shall send Expression of Interest (EOI) via email to [kris.lam@hkirc.hk](mailto:kris.lam@hkirc.hk), [ben.lee@hkirc.hk](mailto:ben.lee@hkirc.hk) and [marketing@hkirc.hk](mailto:marketing@hkirc.hk) by 4:00 PM (HKT), 12 February 2015. There will be an informational meeting for this RFP on 16 February 2015 (tentatively). Proposals must be sent to, and be received by HKIRC via mail, hand-delivery and/or email [kris.lam@hkirc.hk](mailto:kris.lam@hkirc.hk), [ben.lee@hkirc.hk](mailto:ben.lee@hkirc.hk) and [marketing@hkirc.hk](mailto:marketing@hkirc.hk) no later than 4:00 PM (HKT), 2 March 2015. Any proposal received after this deadline will not be considered.

## **5. Scope of Services**

### **5.1 Service Scope**

The Service Provider will serve as a non-exclusive, full-service branding, advertising agency, design and communications firm to promote .hk domain name. With thorough understanding and analysis, the selected service provider will finalise a brand strategy for .hk domain name and perform all necessary services related to the successful implementation of .hk Branding Services and its related work plan.

The Service Provider may be required to work with the PR (Public Relations) Retainer appointed by HKIRC on some outreach or media campaigns.

### **5.2 Service Timeline**

The Service Provider will implement the following schedule after award of the contract:

#### **■ Brand Options ( 1<sup>st</sup> month of the execution of the contract):**

The Service Provider must provide and finalise a .hk Branding Service Plan which includes strategic brand options, creative direction, brand messaging and its associated applications to be used as a baseline for later creative work targeted at different audience groups.

In addition, the Service Provider should provide a recommendation on whether additional manpower with specific skills (such as creative design) should be acquired by HKIRC



in-house who can be dedicated and communicate seamlessly with the Service Provider for design and artwork duties.

■ **Brand Recommendations (2<sup>nd</sup> – 3<sup>rd</sup> month of the execution of the contract)**

The Service Provider should conduct and complete a brand testing. From the results of testing/analysis on various brand concepts, the Service Provider will recommend the best option for .hk brand, with the rationale behind it. On the top of the current two groups of audience - SMEs and Registrars/Resellers, we would like to focus on general public and promote .hk to personal markets. Once the brand option is recommended and key messaging are developed, customization towards different audience groups / events / campaigns will be made to maximise .hk brand impact.

The detailed process of developing brand options and the chosen brand direction shall be incorporated into the first review report which will be provided by the Service Provider after the initial 5 months of the Branding Services.

■ **Brand Marketing ( begins 3<sup>rd</sup> month until end of contract term)**

The Service Provider should recommend a chosen brand option and develop a contemporary, cohesive brand marketing strategy and plan. It is expected that the recommended brand option, should cover, but not limited to, strategic marketing, partner collaboration, social media, advertising, community engagement and outreach initiatives.

The Service Provider will describe and focus on how the plan can specifically elevate .hk brand to top-of-mind awareness, particularly in local community. This must include a fully developed brand positioning based on empirical findings, and implementation plan of branding strategy to ensure that the chosen .hk brand option is creatively and effectively communicated.

In addition, the Service Provider must indicate whether they would be able to provide HKIRC with any in-kind advertising space such as print, outdoor, social media, broadcast radio and television and other means of promotion efforts.

■ **Monitoring, Evaluation and Final Report:**

The Service Provider will be expected to regularly monitor and evaluate the success of the Branding Services, and suggest how to measure the performance of the Branding Services against the objectives, with results charted over a specified timeline, inclusive of interim indicators during different phases of the service deliverables.

If the contract is extended to 12 months or more, it is expected that an Annual Review will be prepared by the Service Provider, stating the work plans, processes used, analysis of the outcome, conclusions and specific recommendations for the next wave of brand promotion. Our expectation is that this is included in the overall pricing and the annual report should be provided no later than the 13th month after award of the contract.

*Please note* : After Award of the Contract, any changes to the terms of Contract, including any terms prescribed in this Scope of Services , may be made if and when necessary with the consent of both parties.

### **5.3 Contract Term**

The contract term shall be for an initial period of 6 months, with an option to extend the service engagement on a retainer basis for an additional period of up to 18 months It is also anticipated that any extension to the Branding Services Contract will primarily be focused on implementation of outreach campaigns, with minimal efforts focused on further design and development of the outreach campaigns.

## **6. Required Qualifications**

Proposers for the Branding Services should have significant demonstrated experience in

- Successfully creating an effective and recognizable branding campaign, experience with non-profit and/or domain name organisations preferred;
- Demonstrating the effectiveness of branding strategies through sound methodologies and/or thorough analysis;
- Successfully creating multi-lingual branding that serves a culturally diverse needs;
- Developing, implementing and monitoring advertising and branding campaigns for both online and traditional media outlets, and negotiating the best ad rates and “added value” elements if possible such as additional ad spots, event partnerships, etc.

## **7. Proposal Requirement**

To qualify for consideration by HKIRC, the proposal is required to present a clear understanding of our business and needs, provide information about the approach and methodology for our brand development, as well as a measurable framework for identifying success factors for the Branding Service. The proposals are expected to be well-organized and should outline holistic brand development strategy including, but not limited to effective

communication, collaboration and positive brand outcomes.

Specifically, the following elements are suggested to be included in your proposal:

1. **Table of Contents**

2. **Executive Summary:** State **the** overall approach to meeting the objectives of the Branding Services and satisfying the scope of work to be performed. Include a summary of the key points of proposer's response from both an analytical and a creative/emotional perspective, with total cost summarised for the implementation of .hk Branding Services.

The proposal should demonstrate a win-win working relationship in what could be a short to long-term, cost-effective, ongoing process.

3. **Proposed Branding Services/ Scope of Solution:** This section comprises the main body of your proposal. The proposers should describe their methodology in coming up with the right brand strategy with the associated concept design and visual expressions, proposed strategy and development of .hk branding in details, addressing all project requirements as specified in this RFP. For example, the proposers should be able to outline their understanding of our business and situation, proposed scope of solutions, as well as stating proposed project approach, project organization and project work plan in details. Proposers should state any assumptions being made relating to any part of the proposal or on proposed strategy.

Also, in this section of the proposal, the proposers should state what it believes to be key objectives for each element of the plan, together with a statement of company's ability to deliver high quality of services on schedule, on budget.

The proposers should recommend ways to measure the performance such as the effectiveness and extent of the Branding Service in achieving the set objectives.

Supporting material or concepts illustrating how the proposers are distinguished from other parties with explanation of its professional capabilities, process and relevant experience should be described.

4. **Program Schedule and List of Deliverables:** Present a summary of key dates, milestones and associated deliverables found in the proposed work plan.

5. **Proposer Qualifications:** Describe the technical capabilities of the proposer, including other similar campaigns/ programs performed during the last three years, particularly those for non-profit or for related domain name industry, demonstrating ability to successfully complete the project.
6. **Staffing:** Provide resumes of the individuals who will perform the work outlined in this proposal, including their capabilities and experience conducting similar work. Furthermore, the proposer should state exactly the role the proposed consultancy's team member will assume on each phase and detail the qualifications for the role that the team member possesses.

Moreover, the proposer should recommend, as he sees fit, hiring by HKIRC of an in-house creative designer who can communicate seamlessly with the brand consultant's team.

7. **References:** Give client's reference lists (at least three preferred) for whom similar campaigns/ projects have been completed. Include a contact name, address, and a contact email and phone number
8. **Fee and Budget:** List a detailed fee proposal which outlines the specific activities that will be performed during the brand development and implementation process. Cost information must be provided as listed below:
  - Professional Hours: list total number of hours of professional staff expected to engage in this project
  - Media Buy: provide an estimate of the cost of each media buy

Proposers should ensure to include all expenses associated with all deliverables proposed for the Branding Services and its executable costs for suggested program implementation/ media buys. In addition, the time commitment (both percentage and number of hours) for each person, based on the priorities defined in the Scope of Services, should be clearly indicated. Proposers should also identify whether they can provide in-kind advertising space as indicated in the proposed scope of work.

HKIRC would like to award a fixed price contract to the Service Provider for the Branding Services.

9. **Additional Data:** Provide other essential data that may assist in evaluation of this

proposal.

## 8. Selection Criteria

The criteria would be weighted on strategic development expertise, references, approach, resources allocation, cost and measurable outcomes. Bidder proposals for this RFP will be evaluated based on the following criteria:

### ■ Professional Experience and Reference (25 points)

- Demonstrated execution of brand strategy and outreach campaign that result in positive impact of brand image. It should cover, but not be limited to the past experience and performance on similar projects serving similar sizes, scopes, nature and industry, the number of year of such experience, the name of other companies and type of work the company is/was serving and the number of year your company is/was serving those companies.

### ■ Approach and Proposed Work Plan (20 points)

- The proposal should consist of a clear, well-thought-out approach for brand development plan that address all objectives stated in this RFP. The proposers should describe their methodology and explain how it will meet the Branding Service's needs. The review panel will assign a score of up to 20 points based on proposed solution reviewed for creativity, innovation, cost-effectiveness and marketability

### ■ Personnel Assigned (10 points)

- Through this project, .hk brand value will be reinforced. It is expected world class credentials and experience from the proposers' team to be engaged. Proposals which provide detailed accounts of team members' applicable experience and their anticipated roles in this project will be viewed more favorably.

### ■ Value-added Elements (10 points)

- The review panel will assign a score of up to 10 points for value-added features such as media buy's special rates, media partnerships, etc

### ■ Cost of Services (25 points)

- The winning proposal will not necessarily be that with the lowest cost, but that which provides the greatest value or ROI for .hk branding service. Proposals should provide detailed breakdowns and whether pricing is appropriate to its scope of work and related services.

However, the overall pricing of the Project should be in accordance with Not-For-Profit rate and allow the flexibility for payment of the Branding Service.

■ **Evaluation of Presentation (10 points)**

- Scoring up to 10 points can be gained if the proposer’s oral presentation and responses to questions demonstrated good understanding of our requirements and that the proposal is of good quality, clear and concise.

Each proposal must satisfy the objectives and requirements detailed in this RFP. The successful bidder shall be determined by an evaluation of the total content of the proposal submitted. We will select the most advantageous proposal based on all the evaluation factors set forth above, and make the award in the best interest of .hk.

We shall not be obligated to explain the results of the evaluation process to any proposer.

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. We reserve the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified service provider(s), to not award the contract to any bidder, or cancel this RFP.

**9. Schedule**

Interested parties should pay attention to the following key deadlines:

<b>Expression of Interest (EOI) due</b>	<b>12 February 2015</b> (4:00 PM, HK Time)
<b>Proposal Due</b>	<b>02 March 2015</b> (4:00 PM, HK Time)
<b>Invitation for presentations</b>	<b>09 March 2015</b>
<b>Presentation by Shortlisted Proposers</b>	<b>24 or 25 March 2015</b>
<b>Decision</b>	<b>April 2015</b>
<b>Commencement of Service</b>	<b>1 May 2015</b> (tentatively)

Full schedule is enlisted here below:

<i>Schedule</i>			
	<i>Tasks</i>	<i>Completed By</i>	<i>Remark</i>
1	RFP Issued	06 Feb 2015	
2	EOI submitted	12 Feb 2015	Notice of Intent for proposal submitted to HKIRC via <a href="mailto:kris.lam@hkirc.hk">kris.lam@hkirc.hk</a> , <a href="mailto:ben.lee@hkirc.hk">ben.lee@hkirc.hk</a> and <a href="mailto:marketing@hkirc.hk">marketing@hkirc.hk</a>

3	Informational Meeting (if applicable)	16 Feb 2015 (5-6 pm)	<i>NDA, Warranty, Declaration Form and Compliance Statement Signed on before the Meeting</i>
4	Proposal due	02 Mar 2015	<i>Proposals must be sent and received to HKIRC on 02 March 2015, 4:00pm (HKT)</i>
5	Invitation for proposal presentation	09 Mar 2015	<i>Only shortlisted companies will be invited</i>
6	Finalist Presentations	24 or 25 Mar 2015	Details to be announced
7	Decision	April 2015	<i>Final result notifications to the awarding company in Apr 2015</i>
8	Agreement Preparation and Negotiation	30 Apr 2015	
9	Agreement Signed	30 Apr 2015	
10	Commencement of Service	1 May 2015 (Tentatively)	

*(The above schedule may change. In that case, we will notify the companies that have expressed interest to submit proposal of the revised schedule)*

## 10. Proposal Submission

Interested parties shall send an email to [kris.lam@hkirc.hk](mailto:kris.lam@hkirc.hk), [ben.lee@hkirc.hk](mailto:ben.lee@hkirc.hk) and [marketing@hkirc.hk](mailto:marketing@hkirc.hk) to express your interest. Please state clearly of the company name, address and contact person information including contact person name, email address and phone number no later than **4:00 PM (HKT), 12 February 2015**.

We will then send an NDA and Compliance Statement to the party to sign. The signed NDA and Compliance Statement shall arrive at HKIRC **no later than 16 February 2015**. **HKIRC shall only consider proposals from parties who have signed the NDA, Warranty in Annex C, Declaration Form on the Compliance with the Ethical Commitment Requirements in Annex D and the Information Security Compliance Statement.**

The proposal must arrive at HKIRC by email (PDF version) to [kris.lam@hkirc.hk](mailto:kris.lam@hkirc.hk), [ben.lee@hkirc.hk](mailto:ben.lee@hkirc.hk) and [marketing@hkirc.hk](mailto:marketing@hkirc.hk), post or hand-delivered (please submit 2 copies if it is by post) to **Ms. Kris Lam and Mr. Ben Lee** no later than **4:00 PM (HKT), 2 March 2015**. **Please provide your email address and ensure that you will receive an acknowledgement email from HKIRC for your proposal within 3 working days from the date the proposal is received by us. Please also ensure the email addresses of [kris.lam@hkirc.hk](mailto:kris.lam@hkirc.hk), [ben.lee@hkirc.hk](mailto:ben.lee@hkirc.hk) and [marketing@hkirc.hk](mailto:marketing@hkirc.hk) shall all appear in this acknowledgement email either as sender email address or in the ‘copied to’ list.**

The below persons can be reached at:

**Ms. Kris Lam / Mr. Ben Lee**

**Email address:** [kris.lam@hkirc.hk](mailto:kris.lam@hkirc.hk) / [ben.lee@hkirc.hk](mailto:ben.lee@hkirc.hk)

**Fax number:** (852) 2319 2626 – attention to Ms. Kris Lam / Mr. Ben Lee

**Postal Address:** Unit 2002-2005, FWD Financial Centre, 308 Des Voeux Road Central,  
Sheung Wan, Hong Kong

## **11. Service Agreement and Signature**

After the evaluation, HKIRC may negotiate with the Party of the highest-ranked proposal for a Service Agreement and fee. The Service Agreement is drawn up between the selected proposer and HKIRC. HKIRC welcomes the proposer to propose a suitable Service Agreement for this service. HKIRC reserves the right to add terms and conditions during the Service Agreement negotiations.

Creative concepts, logos, taglines, brochures, leaflets, graphic designs, etc., developed during implementation of the Contract shall be property or intellectual property of HKIRC.

Upon completion or termination of the Contract, the awarding party 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 awarded party and HKIRC.

## **12. Service Completion**

During the initial period, 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 fifteen (15) days of receiving a written notice. Termination notice period will be 3 months if the Service Agreement is extended for up to 18 additional months.

If the selected Proposer and HKIRC, after a good faith effort, simply cannot come to terms, HKIRC may terminate negotiations with the Proposer initially selected and start another negotiation with the next highest ranked company.



## 13. Information Security

The Tenderer shall acknowledge and agree that, if the company is selected as the Service Provider, it shall be bounded by our Non-Disclosure Agreement (NDA) and Information Security Policy (highlights of the policies are illustrated in Appendix C). 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. **We 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.

## 14. Ethical Commitment

### 14.1 Prevention of bribery

(A) The Service Provider shall not, and shall procure that his directors, employees, agents and sub-contractors who are involved in this Service Agreement shall not, except with permission of HKIRC solicit or accept any advantage as defined in the Prevention of Bribery Ordinance (Cap 201) in relation to the business of HKIRC. The Service Provider 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 HKIRC. The Service Provider 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 HKIRC, solicit or accept any advantage, excessive hospitality, etc. in relation to the business of HKIRC.

(B) The Service Provider shall not, and shall procure that his directors, employees, agents and sub-contractors who are involved in this Service Agreement shall not, offer any

advantage to any Board member or staff in relation to the business of HKIRC.

#### **14.2 Declaration of Interest**

- (C) The Service Provider shall require his directors and employees to declare in writing to HKIRC any conflict or potential conflict between their personal/financial interests and their duties in connection with this Service Agreement. In the event that such conflict or potential conflict is disclosed in a declaration, the Service Provider 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 Service Provider shall require his agents and sub-contractors to impose similar restriction on their directors and employees by way of a contractual provision.
- (D) The Service Provider shall prohibit his directors and employees who are involved in this Service Agreement from engaging in any work or employment other than in the performance of this Service Agreement, 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 Service Agreement. The Service Provider shall require his agents and sub-contractors to impose similar restriction on their directors and employees by way of a contractual provision.
- (E) The Service Provider 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 Service Agreement are aware of the provisions under the aforesaid sub-clauses (C) and (D).

#### **14.3 Handling of confidential information**

- (F) The Service Provider shall not use or divulge, except for the purpose of this Service Agreement, any information provided by HKIRC in the Service Agreement or in any subsequent correspondence or documentation, or any information obtained when conducting business under this Service Agreement. Any disclosure to any person or agent or sub-contractor for the purpose of the Service Agreement 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 Service Agreement. The Service Provider 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 Service Agreement by such person, agent or sub-contractor. The Service Provider shall indemnify and keep indemnified HKIRC against all loss, liabilities, damages, costs, legal costs, professional and other expenses of any nature whatsoever HKIRC 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 Service Provider or his directors, employees, agents or sub-contractors.

#### **14.4 Declaration of ethical commitment**

(G) The Tenderer shall acknowledge and agree that, if the Tenderer is selected as the Service Provider, it shall be bounded by the ethical commitment clauses. The Tenderer shall submit a signed declaration in a form (see Appendix F) prescribed or approved by HKIRC 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 Tenderer fails to submit the declaration as required, HKIRC shall be entitled to withhold payment until such declaration is submitted and the Tenderer 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 Service Provider and the sub-contractors employed for the performance of duties under this Service Agreement are required to deposit with HKIRC a copy of the internal guidelines issued to their staff.

### **15. Limitation of Liability and Indemnity**

The Tenderer submitting the proposal agrees that if Tenderer becomes the Service Provider, it shall indemnify HKIRC against any claim, demand, loss, damage, cost, expense or liability which HKIRC may suffer.

#### **Illustrate 1.1- Cover Page**

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

<b>Cover Page</b>	
<b>Project Title</b>	
<b>Your Company Name</b>	
<b>Contact Person</b>	<b>Name:</b>
	<b>Title:</b>
<b>Mailing Address:</b>	
	<b>Phone:</b>
	<b>Fax:</b>
	<b>Email:</b>

<b><i>Quick Glance – Proposal Requirement</i></b>	
Due date	4:00 PM (HKT), 2 March 2015
Delivery address	<b><u>By Email</u></b> <a href="mailto:kris.lam@hkirc.hk">kris.lam@hkirc.hk</a> , <a href="mailto:ben.lee@hkirc.hk">ben.lee@hkirc.hk</a> and <a href="mailto:marketing@hkirc.hk">marketing@hkirc.hk</a>  <b><u>By Fax</u></b> (852) 2319 2626 attention to Ms. Kris Lam / Mr. Ben Lee  <b><u>By Post</u></b> Send 2 copies made attention to Ms. Kris Lam / Mr. Ben Lee to the address below:  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 (if sent by post only)
Page count	30 pages or fewer. Stapled. Do not bind (if by post)
Font	Electronically published or typed. Times New Roman 12 point font.

## 16. Enquiry

Should you have questions related to this document, please contact Ms. Carmen Ip / Ms. Dorothy Chow on 2319 3828 (phone) or email to [marketing@hkirc.hk](mailto:marketing@hkirc.hk).

## Annex A

### HKIRC Information Security Policy and Guideline

#### (an extract relevant to Outsourcing)

---

*<There may be updates at times in different areas. Please refer to the one you signed>*

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 Service Provider and of any other sub-contractors under the Service Provider'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 Service Agreement, 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**

8.3.1 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, service providers 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 EXTENRNAL 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.

## **Annex B**

### **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 Service Agreement.
- (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**

- (3) The Tenderer shall not communicate to any person other than the 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.
- (4) 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.
- (5) The Tenderer shall submit to the HKIRC a duly signed warranty in the form set out in Annex C to the effect that he understands and will abide by these clauses. The warranty shall be signed by a person authorized to sign the Service Agreement on the Tenderer's behalf.
- (6) Any breach of any of the representations and/or warranties by the Tenderer may prejudice the Tenderer's future standing as a HKIRC contractor.



## Annex C

### Warranty

---

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

Dear Sir/Madam,

#### Warranty

(1) By submitting a tender, \_\_\_\_\_ [the name of your company] (the “Tenderer”) represents and warrants that in relation to the tender of “.hk” Branding Service 2015:

- (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 Service Agreement.

(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: \_\_\_\_\_

## Annex D

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

---

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 Service Agreement 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 Service Agreement 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 Service Agreement, 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 Service Agreement from engaging in any work or employment (other than in the performance of this Service Agreement), 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 Service Agreement 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 Service Agreement.

Signature:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Name of the company)  
\_\_\_\_\_ (Name of the Signatory)  
\_\_\_\_\_ (Position of the Signatory)  
\_\_\_\_\_ (Date)