



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

Data Centre Relocation, Colocation Service and Internet Service

Request for Proposal

Version 1.3

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Hong Kong Internet Registration Corporation Limited

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Summary

HKIRC is going to commission an external Service Provider to provide Data Centre Relocation Service, Data Centre Colocation Service and Internet Access for the Company. The service shall provide four 42U rack space, power for all racks and environment, security protection as well as “remote hand” support for server support. It shall also include all services required for the implementation of the Project.

HKIRC is looking for a service provider(s) (“the Contractor”) to provide and setup for the above services. The contract period is 48 months.

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

Parties interested in providing this service shall submit **Expression of Interest (EOI) by 25nd July 2018**. For those who have submitted EOI, they should **submit proposal** (see Appendix C) to the Group **no later than 5:30pm on 31st August 2018**.

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

1. Definitions

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

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

“HKIRC” means Hong Kong Internet Registration Corporation Limited.

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

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

“The Services” means the Data Centre Relocation, Colocation Service and Internet Service with requirements stipulated in Section 4 of this document.

“RFP” means this Request for Proposal

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

2. About HKIRC

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

HKIRC endeavours to be:

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

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

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

3. Background of the Project

Currently, all our production servers are co-located in two hosting service provider's data centres, noted as Primary and Secondary Site. The two data centres are linked by two Point to Point 100Mbit per second Metro Ethernet connections. This tender is for the Relocation and Data Centre Colocation Service of the Primary Site. Current equipment occupies four 42U Racks. The hosting service provider is responsible for providing power conditioning (main and UPS), environmental control/protection (fire, flood, temperature, humidity etc.), and security and access control. In addition, the service provider also provides "remote hand" to physically access the servers if needed.

4. The Required Services

The following defines the scope of service to be provided by the Contractor. There are two parts to the scope:-

- **Part A** – Relocation and Facilities Management Service
- **Part B** - WAN Multi-home Circuits and Router Management Service
- **Part C** – Relocation Service of 2 Site-to-Site Metro Ethernet Networks to new Primary Site

All vendors should propose for all parts separately and there should not be any dependency for any part of the proposal. Vendor can submit their proposal for the whole or part of ; A or B of the tender. For Part B, vendor could either propose two different internet connections with router management for both connection or propose for a single internet connection with router management.

4.1. Part A

4.1.1 Server Colocation Service

1. Server Racks Requirements
 - a. The Contractor shall provide four 42U racks, 600mm wide (from rail to rail) and at least 950mm in depth. Rack mounting rail for equipment should be adjustable to accommodate different equipment mounting rail.
 - b. All racks should be located on the same row, next to each other. The row shall allow addition expansion of two racks.
 - c. All racks shall have lockable perforated doors at the back and the front
 - d. Partition shelves should be available if required

- e. Cabling to each rack should either be fed through using either under floor (in a raised floor facility) or ceiling cable tray or trunking
- f. Power & data cabling should be in separate tray or trunking
- g. Each rack should have cooling capacity of at least 5KW. Additional cooling should be available on request.

2. Power Supply Requirements

- a. Dual power feeds from different UPS is required for each rack.
- b. Dual Power Static Transfer Switches (STS), support output of at least 20A with at least 12 female IDC sockets, each shall be provided for each rack for use of single power supply equipment. Exact number of STS to be confirm during contract confirmation.
- c. Each power feed should not come from the same phase
- d. Each power feed should be fed from independent breaker
- e. Each power feed should provide at least twenty 13A sockets, with additional socket available on request.
- f. All power feeds must be protected from brownout, spike and surge by Uninterrupted Power Supply, with capacity to supply stable power up to 15 minutes after power failure.
- g. The Data Centre power should be backed up by a Power Generator, which should be in service within 2 minutes of any power failure.
- h. Power Generator should have fuel supply on site for 8-10 hours with contract to continuous supply for at least 7-day operation.
- i. The Contractor shall supply at least 3KVA power for each rack. The Contractor shall be able to supply additional power up to 20KVA without interruption to current power feed, if and when needed.

3. Environmental Control/Protection:-

- a. The Data Centre facility shall be protected by gas-based fire suppression system with pre-action dry pipe water fire suppression system.
- b. Fire detection system shall be in place. E.g. smoke and/or heat detector
- c. Water leakage detection system shall be in place to detect possible water damage due to leakage or flooding
- d. Data Centre Rack Layout design should follow cold/hot aisle design.
- e. Temperature, humidity and static control shall be in place. Temperature shall be kept at 22 degree Celsius, +/- 2 degrees. Temperature measured at 2 meter above raise floor and 1 meter from the front of the rack (Cold aisle side). Humidity shall be between 45% and 55% with a maximum dew point of 15°C to avoid static electricity. The rate of change of temperature and humidity shall not excess 5.5

degree Celsius and 10% relative humidity per hour respectively. Anti-static flooring should be used to prevent excess static build up.

- f. Air Conditioning system should provide 24x7 cooling and humidity control with redundancy in case of break down.

4. Security and Access Control

- a. 24-hour Security monitoring shall be in place. CCTV monitoring and recording on common access area and entrances should be provided. All access doors of entrances shall have a security lock with access control system to record and control access. Related record of CCTV and physical access to data centre of the most recent 3 months shall be made available for HKDNR checking.
- b. All entries and accesses to the Data Centre shall be logged and can be reviewed by HKDNR
- c. All equipment delivery and removal from the Data Centre shall be recorded
- d. Data Centre shall provide Access Control only allowing authorized person to access secured areas.
- e. The Contractor shall be subject to HKIRC Security Audit as and when required by HKIRC or HKIRC external auditor.

5. Network and Communication Facilities

- a. The facility should provide easy access for any major telecom company to provide data communication infrastructure for HKDNR. Please provide a list of company which already have lead in or plan to have lead in to your facility.
- b. Data Centre shall provide a direct fax/data line access to the racks.

6. Location

- a. The Data Centre facility shall NOT be located within 4KM of the Hong Kong Island area. Preferable within the Kowloon West/West NT.
- b. Location of the Data Centre facility should be easily accessible by public transports.

7. Miscellaneous

- a. The facility shall provide onsite “remote hand” for physical access to the HKDNR equipment, e.g. Power cycle equipment, remove/insert CD or other media, report on status of equipment (warning lights & status light), report on physical state of equipment etc.
- b. The Contractor shall have proven process and procedure for tracking issues and requests from HKDNR
- c. One-off and recurring cabling fee within the facility shall be provided.

- d. Report shall be made available on a monthly basis on the performance and management of the facilities.
- e. Storage handling service for handling backup media for off-site courier pickup, ie. remote hand for removal and replacement of storage media, registration for handling incoming and outgoing storage media.
- f. The Contractor shall provide any certification for reference on information security management, IT service management and others aspects that related to the Service provided.
- g. As to adhere our company guidelines on Environmental Protection and Carbon Neutral Society, please provide information on “Green Data Centre” for your proposed Data Centre. Additional information on “Green Data Centre” can be found at the following Hong Kong Government website:

<http://www.datacentre.gov.hk/en/energyefficiency.html>

8. Service Levels

The Contractor shall guarantee the following service levels in addition to the above Technical Requirements:

- a. The Data Centre service is deemed failed if any of the following conditions is not met:
 - ◆ Power: Nominal Out Voltage 230V with less than 5% distortion at full load. Frequency for 50 Hz nominal +/- 3Hz.
 - ◆ No concurrent power outage for the dual power sources per rack; individual power availability 99.995% per month excluding scheduled maintenance
 - ◆ Network: Internal network within data cent, response time <2ms to any IP within data centre. Ping time to local network (HKIX) <5ms.
 - ◆ Network availability 99.99% or above per month excluding scheduled maintenance
 - ◆ Cooling and humidity control: Temperature, humidity and static control shall be in place. Temperature shall be kept at 22 degree Celsius, +/- 2 degrees. Humidity shall be between 45% and 55% with a maximum dew point of 15°C to avoid static electricity. The rate of change of temperature and humidity shall not excess 5.5 degree Celsius and 10% relative humidity per hour. See also *Environmental Control/Protection* section.
 - ◆ If the above uptime is not met a scalable monthly penalty of up to one month service charge will be imposed.
- b. 24x7 round the clock on-site NOC support and monitoring are required.

- c. For any security breaches like break-in to data centre, racks, un-authorized access or vandalism to HKDNR equipment etc, the customer should be notified within 15 minutes according to the escalation list provided by HKDNR.
- d. Incident reports for all reported incidents shall be available within 48 hour from the report of incident
- e. All schedule maintenance period shall be pre-notified by at least 10 days, and for major service interruption at least 4 week notice is needed.

4.1.2 **Relocation Services**

- a. In case where HKDNR facilities is going to be relocated to a new Data Centre, the new service provider shall provide a relocation service including:
 - i. Decommissioning of HKDNR's servers and infrastructure.
 - ii. Physical relocation of existing HKDNR's infrastructure to the new data centre
 - iii. Re-racking of all HKDNR's infrastructure to new racks
 - iv. Relocation of HKDNR's multi-home WAN networks
 - v. Re-cabling of HKDNR's infrastructure
 - vi. Re-commission of HKDNR's servers and infrastructure. Equipment de-commission and re-commission service, ie. Equipment dismount and remount, equipment packing, transportation and all subsequence labour services.
 - vii. Project management for the relocation including co-ordination between Data Centre Service Provider, WAN circuit provider etc.
- b. The contractor shall provide insurance option for personnel (3rd party) and equipment, own and 3rd party
- c. The contractor shall render support to enable all HKDNR's system and infrastructure in the new data centre. This including all parts and labour.
- d. Detailed information on relocation requirement will be given after the signing of NDA.

4.2. Part B

4.2.1 WAN Multi-home Circuits and Router Management Service

HKIRC requires two different ISP to provide WAN Multi-home Circuit and Router Management Service.

Below is the requirement for WAN Multi-home Circuits and Router Management Service:

- a. Two WAN links from upstream providers which are not part of HGC Telecom network.
- b. IPv4 and IPv6 enabled Internet service
- c. IPv4 and IPv6 routing service, BGP; full route
- d. HKIX connection at least 100Mbps
- e. Routers must support Cisco Rapid-PVST for the 802.1Q VLAN.
- f. Router Management service
 - i. Each ISP shall provide service for their own router and/or propose a complete router management service for both Internet Connections.
 - ii. Each router shall be able to perform BGP Route Convergence with two different IP network.
 - iii. Manage all routing configuration, performance monitoring (performance criteria: CPU load < 50%, Memory < 50%).
 - iv. Need to alert HKDNR when:
 - ◆ limit is reached
 - ◆ figure is over 95% threshold for more than 15days
 - v. Penalty will be exercised if monitoring and performance is not managed or managed properly.
 - vi. The Contractor is responsible for proposing solution and implementation solution on performance issue.
 - vii. Monthly report on traffic and performance statics.
 - viii. Online Network Performance Statistic like MRTG and Network Testing Tools like ping, traceroute and looking glass.
 - ix. Pricing should include router reconfiguration service and route changes service during the contract period.
- g. SLA.
 - i. 99.99% uptime
 - ii. 24x7, 2hr response time to all incident
 - iii. All change to be implemented within 1hr of confirmation
 - iv. NOC 24x7 monitoring
 - v. Online customer portal for access performance statistics, ticket management will be preferred.
 - vi. Incident Escalation procedure and ticketing system for handling and recording of incident, issue etc.
 - vii. Network latency: Core Network to edge router < 10ms
 - viii. Internet latency from edge to core router < 10ms
 - ix. Total packet lost, Internet < 1%
 - x. BGP convergence time <5minutes

- xi、 All reported incident report should be made available with 48 hours from the resolution of the incident.

- h. Bandwidth of 100Mbps, although burstable to 1Gbps. Charge on 95% of time over 100Mbps. Local 100Mbps with at least 10Mbps for International.
- i. Support service to mitigate against network attack like DDOS; e.g. IP blocking, black hole, traffic throttling etc.
- j. Single point of contact for WANs management.
- k. Integration with HKDNR existing IPv4 and IPv6 routing setup
- l. **BGP Route Convergence;** All WAN failover shall employ BGP Route Convergence technology using ASN. Both sites shall carry different IP addresses with prefer route set to each site. In case of failure of a site, for example the Primary Site, should have a backup route which route all traffic to the Secondary site. Details of existing setup available after signing off of NDA.
- m. Proposed routers must support and enable the IP SLA feature, at least 4 physical interfaces one for WAN, one for each Site-to-site Link and one for Site Firewall. Interfaces for Site-to-site Link must be 100BaseT and one for Site Firewall 1000BaseT.
- n. Provide all equipment for the above service.
- o. Provide all implementation service for the above.
- p. All network equipment shall be equipped with redundant power supplies.

4.3. Part C

4.3.1 Relocation Service of 2 Site to Site 100Mbit/s Metro Ethernet Networks to new Primary Site

There are 2 Site to Site Metro Ethernet connecting between Primary Site and Secondary Site. Upon the change of location of Primary Site, these Site to Site Metro Ethernet should be relocated together with the Primary Site to new location. The vendor should:

- a. arrange to complete the relocation of Metro Ethernet Networks.
- b. ensure the SLA of Metro Ethernet Networks are same as in original Primary Site.
- c. provide the fee induced by the Metro Ethernet Networks relocation, including but not limited to the charge of relocation, reconfiguration and additional equipment rental.

4.4. Contractual Consideration

Contract should include all requirements from this RFP. Although the contract period is 48 month, HKIRC will start the new contract re-tendering process at month 45. In case the re-tendering process did not complete at the end of the current contract, HKIRC reserves the right to extend the current contracts for another 3 months, with the same terms and conditions. Also, if for any reason the contract is to be terminated before the completion of the contract period, the initiating party should give a 3-month notice in advance of the early termination date.

All vendors should propose for as many parts of the scope in the RFP as possible. HKIRC reserve the right to take up any part or parts of the each proposal.

5. Limitation of Liability and Indemnity

The company submitting the proposal agrees that if the company becomes the Contractor of the Project, it shall indemnify HKIRC and HKDNR against any claim, demand, loss, damage, cost, expense or liability which the company may suffer from.

5.1. Service Level Agreement (SLA), Service Credits and Contract Termination

All service provided by the Service Provider shall size and scaled to meet the agreed SLA. All equipment shall have redundancy to provide maximum uptime and service. All planned maintenance shall be notify and agreed with HKIRC four weeks in advance.

In case of the Service Provider's service level does not meet with the proposed SLA, the Service Provider shall, as part of the SLA, include a Service Credit scheme for compensation for the service which did not meet the SLA. Service Provider may propose detail scheme during the contractual negotiation stage, but will need to outline the proposed scheme within the proposal for HKIRC to evaluate.

HKIRC also reserves the right to terminate the contract based on a "3-strike" principle; the Service Provider shall not break the SLA for more than three times per year. HKIRC also reserves the right to terminate the service if the service provided:

- Causes disruption and/or losses to HKIRC business and operation
- Causes service downtime without notices

Also, either party could terminate the contract, with 3 month notice, after 18th month of the contract.

5.2. Service Level Report and Review Meeting

Please provide a list of typical reports and their sample for daily and monthly reports, trend analysis report etc.

Bi-monthly service review meetings should be arranged. The purpose of these is to:

- Review the overall service level compliance
- Technical review for the overall service performance

5.3. Staffing Level, Certification and Standard

Please provide details profile on staffing for both:

- NOC
- 2nd line Support Staff

Also please provide staff level for the above and details on any Certification and Standard for NOC and its operation.

5.4. Access to Equipment

The Service Provider shall provide access (administrator) if possible to HKIRC and ensure access to the administration of the equipment, in case the provider has cease trading or can no longer provide the services.

5.5. Service Location

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

6. Information Security

The Tenderer shall acknowledge and agree that, if the Tenderer is selected as the Contractor, it shall be bounded by our Non-Disclosure Agreement (NDA) and Information Security Policies. The Tenderer 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 Tenderer's Expression-of-Interest before the stipulated time. The NDA and the Information Security Compliance Statement shall be signed and returned to HKIRC attached with documents required by the Compliance Statement before the scheduled deadline. **HKIRC will only consider proposals from companies which have signed both the NDA and the Information Security Compliance Statement.**

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

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

The Tenderer shall comply with the following HKDNR security policy and guidelines, to the extent that match with their roles and responsibilities. Nonetheless, the Contractor hereby refers to all relevant staff members of Contractor and those of any other subcontractors under the Contractor's purview.

1. Information Security Policy;
2. Information Security Guideline; and
3. Information Security Classification Guideline.

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

7. Project Acceptance

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

1. Provision and setup of new facilities in new Data Centre location
2. Provision and setup of new Internet access in new Data Centre location
3. User acceptance of new facilities and internet network connection
4. Decommissioning of existing Data Centre and it's equipment.
5. Relocate and re-commission of New Data Centre and it's equipment.
6. Service resume for Primary Data Centre.

8. Anti-collusion

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

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

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

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

9. 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.

10. Ethical Commitment

10.1. *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.

10.2. *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).

10.3. 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.

10.4. Declaration of ethical commitment

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

11. Schedule

<i>Project schedule</i>		
<i>Tasks</i>	<i>To be Completedby</i>	<i>Remark</i>
1 Publish RFP	18/7/2018	
2 Express of interest	25/7/2018	
3 Sign NDA and InfoSec Compliance Statement with all interested vendors	25/7/2018	
4 Deadline for vendors to submit proposal and quotation	31/8/2018, 5:30pm	
5 Selection of vendor by panel	19/9/2018	
6 Conclude final decision and appoint the vendor	26/9/2018	
7 Prepare service agreement contract	3/10/2018	
8 Sign service agreement contract with the appointed vendor	12/10/2018	
9 Service implementation	26/10/2018	
10 Service commencement	26/10/2018	

12. Payment Schedule

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

	Milestone/Acceptance	Expected duration	Payment
1	(a) Completion of Service Implementation	4 weeks	One time setup charge
2	(a) Start of Colocation Service	48 month	Monthly charge
	TOTAL	48 month & 4 weeks	100%

13. Elements of a Strong Proposal

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

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

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

14. Service Agreement Negotiation and Signature

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

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

15. HKIRC Contacts

HKIRC Contacts information

<i>Contacts</i>	
Hong Kong Internet Registration Corporation Limited Unit 501, Level 5, Core C, Cyberport 3, 100 Cyberport Road, Hong Kong +852 23192303 – telephone +852 23192626 – fax http://www.hkirc.hk	IT Infrastructure Manager Kelvin Ng +852 2319 3819 kelvin.ng@hkirc.hk Head of IT Ben Lee +852 2319 3811 ben.lee@hkirc.hk Deputy CEO Bonnie CHUN +852 2319 3821 bonnie.chun@hkirc.hk
<i>If you are not sure about the appropriate person to call, the receptionist can help you.</i>	

Appendix A – Warranty

[start in next page]

To: Hong Kong Internet Registration Corporation Limited (HKIRC)

Dear Sir/Madam,

Warranty

(1) By submitting a tender, the Tenderer represents and warrants that in relation to the tender of Data Centre Relocation, Colocation Service and Internet Service:

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

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

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

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

(4) Clause (1) shall have no application to the Tenderer's communications in strict confidence with its own insurers or brokers to obtain an insurance quotation for computation of the tender price, or with its professional advisers, and consultants or sub-contractors to solicit their assistance in preparation of tender submission. For the avoidance of doubt, the making of a bid by a bidder to the HKIRC in public during an auction will not by itself be regarded as a breach of the representation and warranty in Clause (1)(i) above.

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

Authorized Signature & Company Chop :

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

Name of Tenderer in English (in Block Letters) :

Date :

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

[start in next page]

To: Hong Kong Internet Registration Corporation Limited (HKIRC)

Contract No.:

Title:

In accordance with the Ethical Commitment clauses in the Contract:

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

Signature

(Name of the Contractor)

(Name of the Signatory)

(Position of the Signatory)

(Date)

Appendix C – HKIRC Proposal Requirements

<i>Proposal requirements</i>	
Submission deadline	<p>Please refer to Section 11 - Schedule, item no. 4 for the proposal submission deadline.</p> <p>If tropical cyclone warning signal No.8 or above or the black rainstorm warning is hoisted on the deadline date, the deadline will be postponed to the next working day without advance notice.</p>
Delivery address	<p>Hong Kong Internet Registration Corporation Limited Unit 501, Level 5, Core C, Cyberport 3, 100 Cyberport Road, Hong Kong</p>
Hard copies	<p>Sending hard copies is not mandatory. For sending hard copies, 2 copies of the full proposal are required. The proposal shall be sent to the attention of Elisa CHUNG (Finance Officer) or Noel Ng (Operation Manager).</p>
Electronic copy	<p>Electronic copy is mandatory. It shall be sent by email to elisa.chung@hkirc.hk and noel.ng@hkirc.hk; also cc ben.lee@hkirc.hk and kelvin.ng@hkirc.hk.</p>
Proposal format	<p>Specified in this document</p>
Page count	<p>30 pages or fewer. Stapled. Do not bind.</p>
Font	<p>Electronically published or typed. Times New Roman 12 point font.</p>

1.2 Proposal Content

The proposal should contain the following:

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

1.3 Cover Page

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

Cover Page	
Project Title	
Data Centre Relocation, Colocation Service and Internet Service	
Project Manager	Name:
	Title:
	Mailing address:
	Phone:
	Fax:
	Email:
Company	Contact person:
	Title:
	Company name:
	Mailing address:
	Phone:
	Fax:
	Email:
	Website:

1.4 Executive Summary

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

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

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

1.5 Conflict of Interest Declaration

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

1.6 Company Background

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

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

1.7 Methodology

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

1.8 Project Management Methodology

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

1.9 Understanding of our requirements

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

1.10 Knowledge and Advices on Projects/Services

The vendor should describe their knowledge and advices to ensure the success of this

project/service or projects/services with similar nature.

1.11 Deliverable and Services level

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

1.12 Proposed Costs of Service and Payment Schedule

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

Such costs should include, if applicable:

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

1.13 Implementation Time Table

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

1.14 Commercial and Payment Terms

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