



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

Service provided for .hk and .香港 Domain Registry Licensing by MIIT in the PRC

Request for Proposal

Hong Kong Internet Registration Corporation Limited

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2. Definitions

In this document,

“HKIRC” represents Hong Kong Internet Registration Corporation Limited.

‘The Service Provider’ represents the company providing services of application, compliance and operation for the .hk domain licensing by the Ministry of Industry and Information Technology of the People’s Republic of China (“MIIT”).

“We” or “us” means HKIRC

3. Overview

3.1 About HKIRC

HKIRC is a non-profit making company where it pays no dividends to its shareholders. It is also the registry of .hk and .香港 domains. It charges for Domain Name registrations in order to cover its operational costs. Domain Name registration fees are periodically reviewed. The Company will not scrutinize applications for Domain Names, other than in respect of technical restrictions and application qualifications. Nor will it make judgments as to whether the registration or use of a Domain Name infringes the rights of any third parties. HKIRC always employs latest technology to deliver cost-effective service to Customers.

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.

3.2 Background

The new Internet Domain name Administration Law (互聯網域名管理辦法) of the People's Republic of China has come into effect on 1 Nov 2017. This new law is enacted by the Ministry of Industry and Information Technology ("MIIT") 中華人民共和國工業和信息化部 in Chinese. The new law can be found on MIIT's website: <http://www.miit.gov.cn/n1146295/n1146557/c5778555/content.html>

According to the new law, if we want .hk and .香港 domains to be sold in the mainland China, The domain name registry needs to apply for the permission from MIIT or the Communication Administration Bureau directly under MIIT on regional or province level. In order to have the application being approved, the domain registry shall fulfill and comply with requirements from MIIT.

3.3 Request for Proposal

As a domain name registry of .hk and .香港, Hong Kong Internet Registration Corporation Limited (HKIRC) intends to seek for the Service Provider that can represent HKIRC and help HKIRC to apply for .hk and .香港 domain registry license and have the license successfully granted by MIIT in the PRC. The Service Provider also helps HKIRC to meet and continue to meet all the requirements for maintaining the License in force during the service period. Data escrow service is also required.

4. Scenarios on the Proposal

The tenderer shall provide the below 2 scenarios on the proposal:

	Scenario
(1)	HKIRC authorizes the Service Provider as the legal entity in the mainland China to do on behalf of HKIRC in all matters in order to meet and continue to meet the requirements from MIIT on Internet domain registration licensing, and to get the approval on this licensing so .hk and .香港 domains are allowed to be registered in the mainland China.

(2)	<p>HKIRC authorizes the Service Provider as the legal entity in the mainland China to do on behalf of HKIRC in all matters in order to meet and continue to meet the requirements from the MIIT on Internet domain registration licensing, and to get the approval on this licensing so .hk and .香港 domains are allowed to be registered in the mainland China.</p> <p>For this scenario, HKIRC will not invest upfront including the recurring fee (or only to have limited investment that is necessary). The Service Provider and HKIRC will partner with a revenue sharing model on the new and renewal domain registration fee for domains acquired in the mainland China market within a limited period of time starting from the MIIT license is granted for .hk and .香港.</p>
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HKIRC sets Service Level Agreement (“SLA”) to Service Provider as stipulated in Section 6 of this document. Tenderer needs to indicate if they are capable to meet all those SLA in the proposal. The Service Provider shall include daily, monthly and yearly management information reports necessary for HKIRC to manage and monitor the operations of .hk and .香港 business and compliance in the PRC. HKIRC and the Service Provider will discuss and agree mutually the type, format and frequency of submission for the reports.

The Service Provider shall be responsible for bank charges and taxes of any nature. If the Service Provider is required under any law, regulation or other government order to deduct or withhold any sum for the purposes of taxes, levies, duties or any other fee imposed on any amount, the amount must be increased by such amount necessary to ensure that HKIRC will pay (or share) a net amount equal to the amount which HKIRC would have pay without any such deduction or withholding.

5. Service Requirements

5.1 Technical Requirements

(a) The Manatory Requirements;

Service providers shall provide necessary services (including but not limited to - consultancy, labor, tool, system, hardware, software, licenses, intellectual properties, policies, procedures) for

- 1) Providing services and solutions to comply with the MIIT Internet Domain name Administration Law
- 2) Collecting and fulfilling HKIRC’s business and technical requirements supporting

the .hk domain name registrations and resolution services

3) Integrate the services and solutions with HKIRC operation and systems.

When complying with MIIT law, the vendor should provide the necessary labor, materials, tools, systems, hardware, software, licenses, system development, operations, intellectual properties which are required to comply to the clauses, in particular, but not limited to, the clauses 11, 21, 25, 27, 28, 30, 33, 34, 35, 36, 40, 41, 43 and 45.

Commit to the SLA of the IT services, including uptime and performance as stated in Section 6 of this document. If there are IT services not mentioned but are required for the MIIT compliance, please propose the SLA.

Service Provider shall provide timely notification and report of problem, incident, outage, error, complaint, and any other issues that affect and impact the .hk or .香港 services.

Service Provider shall provide trainings to HKIRC.

The Service Provider shall be reachable by HKIRC on a 24x7 basis in addition to the customer service hotline. If there is urgent operational issue including system down, urgent domain take down etc., HKIRC would be able to contact the Service Provider.

The Service Provider shall also conduct regular security audit by external audit firm once a year. The cost shall be bore by the Service Partner.

HKIRC will conduct internal audit regularly. The Service Provider shall help the internal auditors engaged by HKIRC to perform the audit work. The internal auditors may do interview, request documents, policies and procedures etc. from Service Provider and requested for information of individual case for checking.

(b) The Optinal requirement

Obtain international standard certification and renew it, e.g. security ISO27001

5.2 Customer Service Requirements

(a) The Manatory Requirement

A 24 x 7 service hotline capable to handle Mandarin and English is required.

100% Voice Logging of 24/7 hotline service – The Service Provider shall be able to provide a complete logging of conversation during the service period. The relevant conversation shall be retrieved as a MP3 file and send to us on our request. All voice log records shall be retained for 12-month from the call date.

The Service Provider shall commit to the following service level standards (on monthly basis), under normal operating situation (this also stated in Section 6 of this document):

- * 80% or more of calls handled within 20 second
- * Call abandon Rate <5%
- * Complaint Rate < 0.05%
- * Reply the registrar's enquiry within one working day
- * Handle phishing and spamvertising case within one working day

The Service Provider shall conduct platform patrol service – The Service Provider shall visit our website several times a day and perform particular actions manually. Should there be outage found, the Service Provider shall act according to our escalation and outage handling procedure.

The Service Provider shall conduct random checking on domain registration records. The Service Provider shall randomly check the domain registration record periodically to make sure the domain registration information is still valid and up-to-date.

The Service Provider shall provide us regular reports on call statistics, email handling performance, real name verification statistics, complaint case, phishing / malicious use, spamvertising, platform patrol, and domain registration error record. (Details are also stated in Section 6 of this document)

(b) The Optional Requirement:

The Service Provider shall follow our evaluation criteria to recruit the registrar.

5.3 Requirements on Finance

(a) The Manatory Requirement

The Service Provider shall

- 1) Keep records of all receipts and payments with supporting (send to HKIRC on weekly basis)
- 2) Issue of PRC Tax Invoice
- 3) In case of expenses on behalf of HKIRC, pre-approval must be obtained before incurring such expense. Purchase Requisition form to be filled and submitted to HKIRC for approval (weekly basis)
- 4) Upon payment for item 3, approval from HKIRC is required. Proper supportings to confirm good received or service done satisfactorily must be submitted to HKIRC when seeking for payment approval
- 5) Within 2 working days after month end, send us a detail listing of all receipts and payments during the month, together with all relevant supporting documents
- 6) Every 3rd working day after completion of the month, remit the net receipts entitled by HKIRC to our bank accounts in Hong Kong.

(b) The Optional Requirement:

The Service Provider can

- 1) Update HKIRC once there is any new changes in PRC laws governing accounting, treasury and tax related matters
- 2) Inform HKIRC in case there is any new changes on PRC laws affecting HKIRC's business
- 3) Provide and update HKIRC a list of key contact persons (covering their name, company name, job title, telephone / mobile number and emails) relating to PRC accounting, bank and tax authorities for our record in case we have to contact them directly
- 4) Provide HKIRC the audited account or management account of the company for our record (every year)
- 5) Notify HKIRC if there is any litigation involving the company
- 6) To open a separate bank account for all cash in and out transactions for business related to HKIRC, send us bank account statement on regular basis (weekly if possible)

5.4 Requirements on Marketing (Optional)

Tenderer is preferred to provide service on the domain name acquisition. By doing so, tenderer can propose what they will do to achieve a target proposed by them. Please state separately the additional fee quote to meet the target.

6. Service Level Agreement

6.1 SLA Performance for Domain Name System (“DNS”) service

DNS	Requirement
Service Availability	100%
Processing Time	<100 ms for 95% (excluding network delay)
Planned Outage	Not Allowed (if without full backup)

6.2 SLA Performance for Shared Registration System (“SRS”)

SRS	Requirement
Service Availability	99.95%
Planned Outage	Not Allowed (if without full backup)
Check Domain RTT	<1000 ms for 95%
Modify/Update Domain RTT	<1500 ms for 95%
Delete Domain RTT	<1500 ms for 95%
Add/Create Domain RTT	<1500 ms for 95%
SRS Update Frequency for DNS	4 hours for 95%
SRS Update Frequency for Whois	15 minutes for 95%

6.3 SLA Performance for WHOIS service

WHOIS	Requirement
Service Availability	99.95%
Processing Time	<500 ms for 95% (excluding network delay)
Planned Outage	Not allowed (if without full backup)
Web based Whois Availability	99.90%
Web based Whois Processing	<1000 ms for 95%

Time	(excluding network delay)
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6.4 Customer Service Standard

Customer Service	Requirement
Voice Logging of 24/7 hotline service	100% Voice Logging – provide a complete logging of conversation during the service period. The relevant conversation shall be retrieved as a MP3 file and sent to us on our request. All voice log records shall be retained for 12-month from the call date.
Time to pick call of 24/7 hotline service	80% of calls answered within 20 sec
Call abandon rate of 24/7 hotline service	<5%
Email / Online messaging service for registrars	Reply within one working day
Complaint figure	< 0.05%
Phishing and Spamvertising case	Handle within one working day
Platform Patrol Service (<i>to ensure your system can register and manage .hk and .香港 domains</i>)	2 times a day
Error Rate for domain registration	< 5%

6.5 Report to HKIRC

Reporting	Frequency
Report of MIIT License application	Biweekly
Report listing the status of MIIT compliance	Monthly
SLA report	Monthly, Yearly
Reports delivered to MIIT as required	3 working days before the delivery to MIIT
Call Statistics Report	Daily, Monthly, Yearly
Email / online messaging service performance report	Daily, Monthly, Yearly
Real Name Verification Statistics	Monthly
Complaint Case Report	Monthly
Phishing / Malicious Use Report	Monthly

Spamvertising Report	Monthly
Platform Patrol Report	Daily
Domain registration error Report	Monthly

7. Service Period

The service period covers the period of application and subsequent 5 years after the License is granted.

The agreement shall be terminated forthwith by either party by giving 6-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. The party can terminate the agreement and agree with the other party for a reasonable termination date.

8. Information Security

- a. The Tenderer shall be provided with a set of [Non-Disclosure Agreement \(NDA\)](#) and [Information Security Compliance Statement](#) after HKIRC received the company's [Expression-of-Interest](#) before the stipulated time. The NDA and the Information Security Compliance Statement shall be signed and returned to HKIRC attached with documents required by the Information Security 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.**
- b. By signing and returning the Information Security Compliance Statement, the Tenderer acknowledges and agrees that, if the Tenderer is selected as the Service Provider, it shall be bounded by, among others, the [HKIRC Information Security Policy](#).
- c. The Service Provider shall comply with the HKIRC Information Security Policy, to the extent that commensurate with its roles and responsibilities. The term "Service Provider" hereby refers to all relevant staff members of Service Provider and those of any other sub-contractors under the Service Provider's

purview.

- d. A copy of the HKIRC Information Security Policy will be provided to the Tenderer upon its request after submission of a duly completed and signed NDA.
- e. As proposals received by HKIRC are classified as “RESTRICTED”, Tenderers are requested to mark “RESTRICTED” at the center-top of each page in black color. The proposal must be encrypted if transmitted electronically.

9. Ethical Commitment

9.1 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 Contract shall not, except with permission of Hong Kong Internet Registration Corporation Limited (hereafter referred to as the Organization) solicit or accept any advantage as defined in the Prevention of Bribery Ordinance (Cap 201) in relation to the business of the Organization. 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 the Organization. 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 the Organization, solicit or accept any advantage, excessive hospitality, etc. in relation to the business of the Organization.
- (B) The Service Provider 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 Organization.

9.2 Declaration of Interest

- (C) The Service Provider shall require his directors and employees to declare in writing to the Organization 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 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 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 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 Contract are aware of the provisions under the aforesaid sub-clauses (C) and (D).

9.3 Handling of confidential information

- (F) The Service Provider shall not use or divulge, except for the purpose of this Contract, any information provided by the Organization 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 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 Contract by such person, agent or sub-contractor. The Service Provider shall indemnify and keep indemnified the Organization against all loss, liabilities, damages, costs, legal costs, professional and other expenses of any nature whatsoever the Organization 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.

9.4 Declaration of ethical commitment

(G) The company submitting the proposal (“the company”) shall acknowledge and agree that, if the company is selected as the Service Provider, it shall be bounded by the ethical commitment clauses. The company shall submit a signed declaration in a form (see Annex C) prescribed or approved by the Organization to confirm compliance with the provisions in aforesaid sub-clauses (A) (B), (C), (D), (E) and (F) on prevention of bribery, declaration of interest and confidentiality. If the company fails to submit the declaration as required, the Organization shall be entitled to withhold payment until such declaration is submitted and the company shall not be entitled to interest in that period. To demonstrate compliance with the aforesaid sub-clauses (A), (B), (C), (D), (E) and (F) on prevention of bribery, declaration of interest and handling of confidential information, the company and the sub-contractors employed for the performance of duties under this Contract are required to deposit with the Organization a copy of the internal guidelines issued to their staff.

10. Limitation of Liability and Indemnity

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

11. Schedule

<i>Schedule</i>			
	<i>Tasks</i>	<i>Completed by</i>	<i>Remark</i>
1	Publish RFP	4/9/2019,	
2	Expression of Interest	23/9/2019, 17:00 (HK Time)	Interested party shall send an email to annie.loi@hkirc.hk , ben.lee@hkirc.hk , and bonnie.chun@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.
3	Sign NDA and InfoSec Compliance Statement, the Warranty in Annex B and the Declaration Form on the compliance with the ethical commitment requirements in Annex C by all interested tenderers	9/10/2019, 17:00 (HK Time)	
4	Deadline for tenderers to submit proposal and quotation	14/10/2019, 17:00 (HK Time)	
5	Selection of Service Provider	31/12/2019	

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

12. Selection Criteria

HKIRC would consider Tenderer on company background, professional experience and reference, cost of services and terms of co-operation offered, and its implementation of time table, incident response procedure and the capability to meet all the SLA.

- o Company Background
 - Financial situation, organization and management team, and company credential (e.g. ISO certification). Also the background that helps the tenderer to better perform the service.
- o Professional Experience and Reference
 - The past experience and performance on similar projects serving similar type and scope. 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.
- o Cost of Services and Terms of Co-operations
 - The pricing and the flexibility of payment terms and the financial and non-financial benefit of the co-operation model.
- o Implementation Time Table
 - The tenderer shall present the implementation schedule of the project. The schedule shall be realistic and achievable for the tenderer.
- o Incident Response Procedure
 - The threat identified that will affect the delivery of service, the preventive measures to minimize those threats and response procedure to cope with it and what to do to shorten the duration of problem.
- o Capable to meet all the SLA
 - The tenderer shall indicate if they are capable to meet all the SLA stated in Section 6.

13. Service Agreement Negotiation and Signature

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

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

14. Proposal Requirement

14.1 Deadline for Submission

Interested parties shall send an email to annie.loi@hkirc.hk, ben.lee@hkirc.hk and bonnie.chun@hkirc.hk to express 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 **5:00 PM (HKT), 23 Sep 2019**.

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 **5:00 PM (HKT) 9 Oct 2019**. **HKIRC shall only consider proposals from Parties who have signed the NDA, Warranty in Annex B, Declaration Form on Compliance in Annex C and the Information Security Compliance Statement.**

The proposal must arrive at HKIRC by email to Ms. Annie Loi (annie.loi@hkirc.hk), Mr. Ben Lee (ben.lee@hkirc.hk) AND Ms. Bonnie Chun (bonnie.chun@hkirc.hk) no later than **5:00 PM (HKT), 14 Oct 2019** (deadline). Please provide your email address and ensure that you will receive an acknowledgement email from HKIRC for your proposal within 7 days from the date the proposal is received by us. Please also ensure the email addresses of annie.loi@hkirc.hk, ben.lee@hkirc.hk and bonnie.chun@hkirc.hk shall all appear in this acknowledgement email either as sender email address or in the 'copied to' list.

14.2 Proposal Content

The proposal shall contain, but not limited to, the following:

- a) The cover page (you are recommended to follow the format of the covering page as at illustrate 1.1)
- b) The contact information and the name of the persons we can call upon to for any questions related to the proposal.
- c) The fee quote and payment schedule (the fee quote shall have at least 150-day validity) shall include all the charges that are required to deliver the service.
- d) Commercial and payment terms
- e) Implementation Time Table
- f) Background of your company includes, but not limited to, the number of year your company is in this industry.
- g) The Incident Response Procedure which will show the threats identified that will affect the delivery of service, the preventive measures to minimize those threats and the response procedure to cope with it and what to do to shorten the duration of problem.
- h) The professional experience and customer reference of your company including the name of companies serving, the types of service offering to them and the number of year your company is/was serving these companies.
- i) If there are any areas in this RFP document that your company could not provide, or your company has an alternative way of doing so, please state and highlight.
- j) Email address for receiving our acknowledgement email.
- k) Indication of if the optional requirement(s)/service(s) could be provided, and if necessary, a separate fee quote for them.

14.3 Things to Note

- o We may require any tenderers submitting proposal to provide more information or may invite any candidates for interview(s) or presentation during the evaluation process.
- o We reserve the right to reject any or all proposals, in whole or in part, to advertise for new proposals, to accept any proposal terms it deems to be in our best interest, waive any minor discrepancies in evaluation and selection procedures, and to cancel this outsourcing at any time prior to the execution of the written contract.

Illustrate 1.1- Cover Page

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

<i>Cover Page</i>	
Project Title	.hk and . 香港 Domain Registry Licensing by MIIT in the PRC
Project Manager	Name:
	Title:
	Mailing Address:
	Phone:
	Fax:
	Email:
Company	Contact Person:
	Title:
	Company Name:
	Mailing Address:
	Phone:
	Fax:
	Email:
	Website:

<i>Proposal Requirements</i>	
Submission deadline	5:00 PM (HKT), 14 Oct 2019
Delivery address	Hong Kong Internet Registration Corporation Limited Unit 501, Level 5, Core C, Cyberport 3, 100 Cyberport Road, Hong Kong
Hard copies	Sending hard copies is not mandatory. For sending hard copies, 2 copies of the full proposal are required. The proposal shall be sent to the attention of Annie Loi (Head of Marketing and Business Development) or Ben Lee (Head of IT).
Electronic copy	Electronic copy is mandatory. It shall be sent by email to annie.loi@hkirc.hk and ben.lee@hkirc.hk ; also cc to bonnie.chun@hkirc.hk .
Proposal format	Specified in this document
Page count	30 pages or fewer. Stapled and do not bind (if sending hard copies)
Font	Electronically published or typed. Times New Roman 12 point font.

15. HKIRC Contacts

The contact details of the key personnel involved with this RFP are as follows. In the first instance, please direct all questions via email to bonnie.chun@hkirc.hk .

<i>Contacts</i>	
Hong Kong Internet Registration Corporation Limited Unit 501, Level 5, Core C, Cyberport 3, 100 Cyberport Road, Hong Kong	Deputy CEO Bonnie CHUN +852 2319 3808 bonnie.chun@hkirc.hk
+852 2319 2303 – telephone +852 2319 2626 – fax http://www.hkirc.hk	
<i>If you are not sure about the appropriate person to call, the receptionist can help you.</i>	

Annex A

Probity Clauses

Probity Clauses in Tender/ Quotation Invitation Documents

Offering Advantages

- (1) The Tenderer shall not, and shall procure that his employees, agents and sub-contractors shall not, offer an advantage as defined in the Prevention of Bribery Ordinance, (Cap 201) in connection with the tendering and execution of this contract.
- (2) Failure to so procure or any act of offering advantage referred to in (1) above committed by the Tenderer or by an employee, agent or sub-contractor of the Tenderer shall, without affecting the Tenderer's liability for such failure and act, result in his tender being invalidated.

Anti-collusion

- (1) The Tenderer shall not communicate to any person other than the Hong Kong Internet Registration Corporation Limited ("HKIRC") the amount of any tender, adjust the amount of any tender by arrangement with any other person, make any arrangement with any other person about whether or not he or that other person should or should not tender or otherwise collude with any other person in any manner whatsoever in the tendering process. Any breach of or non-compliance with this sub-clause by the Tenderer shall, without affecting the Tenderer's liability for such breach rules and laws or non-compliance, invalidate his tender.
- (2) Sub-clause (1) of this Clause shall have no application to the Tenderer's communications in strict confidence with his own insurers or brokers to obtain an insurance quotation for computation of tender price and communications in strict confidence with his consultants / sub-contractors to solicit their assistance in preparation of tender submission.
- (3) The Tenderer shall submit to the HKIRC a duly signed warranty in the form set out in Annex B to the effect that he understands and will abide by these clauses. The warranty shall be signed by a person authorized to sign the contract on the Tenderer's behalf.

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

Annex B

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 Domain Registry Licensing by MIIT in PRC:
- (i) it has not communicated and will not communicate to any person other than the HKIRC the amount of any tender price’
 - (ii) it has not fixed and will not fix the amount of any tender price by arrangement with any person;
 - (iii) it has not made and will not make any arrangement with any person as to whether it or that other person will or will not submit a tender; and
 - (iv) it has not otherwise colluded and will not otherwise collude with any person in any manner whatsoever in the tendering process.
- (2) In the event that the Tenderer is in breach of any of the representations and/or warranties in Clause (1) above, HKIRC shall be entitled to, without compensation to any person or liability on the part of the HKIRC:
- (i) reject the tender;
 - (ii) if HKIRC has accepted the tender, withdraw its acceptance of the tender; and
 - (iii) if HKIRC has entered into the contract with the Tenderer, terminate the contract.
- (3) The Tenderer shall indemnify and keep indemnified HKIRC against all losses, damages, costs or expenses arising out of this Warranty in relation to any breach of any of the representations and/or warranties in Clause (1) above.
- (4) Clause (1) shall have no application to the Tenderer’s communications in strict confidence with its own insurers or brokers to obtain an insurance quotation for computation of the tender price, or with its professional advisers, and consultants or sub-contractors to solicit their assistance in preparation of tender submission. For the avoidance of doubt, the making of a bid by a bidder to

HKIRC in public during an auction will not by itself be regarded as a breach of the representation and warranty in Clause (1)(i) above.

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

Authorized Signature & Company Chop: _____
Name of Person Authorised to Sign (in Block Letter) : _____
Name of your company in English (in Block Letters) : _____
Date: _____

Annex C

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 Service Provider, it shall be bounded by the Ethical Commitment clauses:

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

