



# Request for Proposals on Internal Audit Services 2020-2022

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**Hong Kong Internet Registration Corporation Limited**

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## 1. Summary

HKIRC is looking for an auditing firm or auditing professional (the “Contractor”) to provide the internal audit services.

The Contractor will conduct internal audit to find out if adequate controls and measures are in place to ensure business, operational and financial compliance and that policies and procedures are effectively executed to achieve the company’s objectives.

The Contractor shall identify the major management and business processes, potential business risks and make recommendations to HKIRC management to determine sufficient coverage. Based on the risk and priority, the Contractor shall develop an internal audit plan and execute the plan so developed. To avoid frequent interruption to the daily operations, HKIRC would like to partition the audit process by functional areas and execute one internal audit cycle each year for a period of 3 years from 1 August 2019 to 31 July 2022.

The Contractor shall conduct their audits independently without any influence by staffs or directors. This arrangement will ensure high credibility of the internal audit reports. The Contractor shall identify any design and operational gaps and provide feasible solutions with reference to established common and good industry practice.

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

Parties interested in providing this service shall submit **Express of Interest (EOI) by 29 May 2020**. For those who have submitted EOI, they should **submit proposal** (see Appendix A) to HKIRC **no later than 5:00 p.m. on 9 June 2020**.

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

## 2. Definitions

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

“Audit Committee” means an operating committee established by the HKIRC’s Board of Directors focusing on auditing matters. The committee members are drawn from members of the Board of Directors. The responsibility of the committee is 1) to serve as a focal point for communication between other directors, the external auditors and the internal auditors as regards their duties relating to financial and other reporting, internal controls, external and internal audits for systems and operational processes and such other financial and accounting, systems and operational matters as the Board determines from time to time. 2) to assist the Board in fulfilling its responsibilities by providing an independent review and supervision of financial reporting, systems and operational processes by satisfying themselves as to the effectiveness of the internal controls of the Company and its subsidiaries. You can visit the following link <https://www.hkirc.hk/upload/page/73/self/5df75996bcf56.pdf> for details.

The “Bidder” means the company submitting the Proposal for the Services

The “Contractor” means the company providing the Services.

“HKIRC” means Hong Kong Internet Registration Corporation Limited

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

“HKIRC Group” means HKIRC and HKDNR.

“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 Internal Audit services with requirements stipulated in Section 4 of this document.

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

“RFP” means this Request for Proposal.

### 3. About HKIRC

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

HKIRC endeavors to be:

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

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

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

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

## **4. The Required Services**

### **4.1 Scope of Service**

#### **Internal Audit**

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

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

#### **4.1.1 Scope of Internal Audit Services**

- a. Gather business information to gain further understanding of the HKIRC Group's businesses.
- b. Gather and understand the relevant policies, operations, procedures, instructions and guidelines in respect of financial, operations, customer services, HR, administration, marketing and compliance controls and risk management functions.
- c. Identify major business processes and their required components.
- d. Deliverables – a report detailing the major business processes and their components.
- e. Review risk assessment conducted by management for the overall business, focusing on risks related to frauds and reputational risks. Use this information to guide what are to be covered in audits.
- f. The identified risks and gaps, as well as the importance of the business processes based on the organisation's risk management, governance and internal control shall be evaluated and prioritized.
- g. Deliverables – a report detailing the identified risks and gaps of the overall business, the importance of the business processes, the findings, evaluations and priorities.
- h. Based on the findings, prioritize and schedule individual audit processes for different functional areas. The audit processes is expected to cover the business processes of HKIRC Group with the highest risk level. It shall include but not limited to the below processes:

#### Corporate Governance

1. Code of conduct including procedure to avoid conflict of interest

2. Handling of confidential information

Operations

3. Compliance with data privacy with reference to the Personal Data Privacy Ordinance ("PDPO")
4. Membership Application Process
5. Registrar management - performance review, accreditation, renewal and termination processes
6. Service partners management
7. Domain name registration and renewal processes by registrars
8. Business continuity plan
9. Identifying top 10 risks

Finance

10. Procurement and vendor selection procedures

Human Resources and Administration

11. Risk mitigation mechanism due to staff turnover
12. Human resources and payroll management

Marketing & Business Development

13. Mechanism to acquire new registrars
14. Reputational crisis management

Public Mission Projects

15. Execution of cybersecurity project

Others

16. Areas requested by the Board and recommended by the Contractor

- i. Deliverables – an internal audit plan to be carried out over 3 years, detailing the major business processes to be audited or reviewed in each of the functional areas, the scope and the HKIRC resources required to perform the audit. The plan shall be reviewed annually and adjusted whenever necessary during the project/service execution.

**4.1.2 Risk assessment**

- a. For each of the business processes to be audited, review the risk assessment to identify any potential business risk and determine if sufficient coverage is in



place.

- b. Each process shall be assessed by firstly reviewing the design (e.g. policy, guidelines, instructions and procedures), and secondly determine if the process is operating as designed.
- c. The identified risks and gaps shall be evaluated and prioritized.
- d. Deliverables – a report detailing the identified risks and gaps, the findings, evaluations and priorities.

#### **4.1.3 Risk based action plan development**

- a. For each of the identified risks and gaps, develop an action plan to contain the risk or fill up the gap.
- b. The Contractor shall recommend resolutions, including the corrective, preventive and detective measures
- c. Deliverables – a report detailing the action plan for each identified risks and gaps, their resolutions, including the corrective, preventive and detective measures. It shall describe the resource required from HKIRC to execute the action plan.

#### **4.1.4 Carrying out the action plan and monitoring the result**

- a. The action plan shall be carried out by HKIRC based on the priorities of the risks.
- b. The Contractor shall reassess the identified risks and gaps after the action plan is executed, and record the implementation progress of the action plan.
- c. Deliverables – a report detailing the action plan implementation progress and status. It is to be produced regularly.

#### **4.1.5 Additional deliverables**

- a. The Contractor may propose additional deliverables if found appropriate.

#### **4.1.6 Information security**

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

#### **4.1.7 Project management**

This service is expected to be delivered over a period of 3 years. Its success is highly dependent on the management of the project.

- a. The Contractor must assign a project manager who is responsible for developing the project plan, assign project tasks and quality related tasks, implementation of the plan, and ensuring the overall quality of the project

- b. The project manager shall manage the below aspects of the project
  - 1. Scope
  - 2. Time
  - 3. Cost
  - 4. Quality
  - 5. HR
  - 6. Communications
  - 7. Risk
  - 8. Procurement
  - 9. Information Security
  - 10. Change Control
  - 11. Exception
- c. In particular, for communications, the Contractor shall provide regular project status report and meeting with the management.
- d. The Contractor shall provide briefing sessions to the Audit Committee. The sessions aim to explain the internal audit findings, recommendations and implementation status of the individual action plan.

## **4.2 Service Acceptance**

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

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

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

## **5. Information Security**

The Bidder 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.

By signing and returning the Information Security Compliance Statement, the Bidder acknowledges and agrees that, if the Bidder is selected as the Contractor, it shall be bounded by, among others, the HKIRC Information Security Policy.

The Contractor shall comply with the HKIRC Information Security Policy, to the extent that commensurate with its roles and responsibilities. The term "Contractor" hereby refers to all relevant staff members of Contractor and those of any other subcontractors under the Contractor's purview.

A copy of the HKIRC Information Security Policy will be provided to the Bidder upon its request after submission of a duly completed and signed NDA.

As proposals received by HKIRC are classified as "RESTRICTED", Bidders are requested to mark "RESTRICTED" at the center-top of each page in black color. The proposal must be encrypted if transmitted electronically.

## **6. Ethical Commitment**

### ***6.1 Prevention of bribery***

- (A) The Contractor shall not, and shall procure that his directors, employees, agents and sub-contractors who are involved in this Contract shall not, except with permission of Hong Kong Internet Registration Corporation Limited (hereafter referred to as the Organisation) solicit or accept any advantage as defined in the Prevention of Bribery Ordinance (Cap 201) in relation to the business of the Organisation. The Contractor shall also caution his directors, employees, agents and sub-contractors against soliciting or accepting any excessive hospitality, entertainment or inducements which would impair their impartiality in relation to the business of the Organisation. The Contractor shall take all necessary measures (including by way of internal guidelines or contractual provisions where appropriate) to ensure that his directors, employees, agents and sub-contractors are aware of the aforesaid prohibition and will not, except with permission of the Organisation, solicit or accept any advantage, excessive hospitality, etc. in relation to the business of the Organisation.
- (B) The Contractor shall not, and shall procure that his directors, employees, agents and sub-contractors who are involved in this Contract shall not, offer any advantage to any Board member or staff in relation to the business of the Organisation.

### ***6.2 Declaration of Interest***

- (C) The Contractor shall require his directors and employees to declare in writing to the Organisation any conflict or potential conflict between their personal/financial interests and their duties in connection with this Contract. In the event that such conflict or potential conflict is disclosed in a declaration, the Contractor shall forthwith take such reasonable measures as are necessary to mitigate as far as possible or remove the conflict or potential conflict so disclosed. The Contractor shall require his agents and sub-contractors to impose similar restriction on their directors and employees by way of a contractual provision.

- (D) The Contractor shall prohibit his directors and employees who are involved in this Contract from engaging in any work or employment other than in the performance of this Contract, with or without remuneration, which could create or potentially give rise to a conflict between their personal/financial interests and their duties in connection with this Contract. The Contractor shall require his agents and sub-contractors to impose similar restriction on their directors and employees by way of a contractual provision.
- (E) The Contractor shall take all necessary measures (including by way of internal guidelines or contractual provisions where appropriate) to ensure that his directors, employees, agents and sub-contractors who are involved in this Contract are aware of the provisions under the aforesaid sub-clauses (C) and (D).

### ***6.3 Handling of confidential information***

- (F) The Contractor shall not use or divulge, except for the purpose of this Contract, any information provided by the Organisation in the Contract or in any subsequent correspondence or documentation, or any information obtained when conducting business under this Contract. Any disclosure to any person or agent or sub-contractor for the purpose of the Contract shall be in strict confidence and shall be on a “need to know” basis and extend only so far as may be necessary for the purpose of this Contract. The Contractor shall take all necessary measures (by way of internal guidelines or contractual provisions where appropriate) to ensure that information is not divulged for purposes other than that of this Contract by such person, agent or sub-contractor. The Contractor shall indemnify and keep indemnified the Organisation against all loss, liabilities, damages, costs, legal costs, professional and other expenses of any nature whatsoever the Organisation may suffer, sustain or incur, whether direct or consequential, arising out of or in connection with any breach of the aforesaid non-disclosure provision by the Contractor or his directors, employees, agents or sub-contractors.

### ***6.4 Declaration of ethical commitment***

- (G) The company submitting the proposal (“the company”) shall acknowledge and agree that, if the company is selected as the Contractor, it shall be bounded by

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

## 7. Schedule

<i>Project schedule</i>	
<i>Tasks</i>	<i>To be Completed by</i>
1 Publish RFP	22 May 2020
2 Express of interest	29 May 2020
3 Sign NDA, InfoSec Compliance Statement, the Warranty in Appendix D and the Declaration Form on the compliance with the ethical commitment requirements in Appendix D by all interested Bidders	9 June 2020, 5:00 p.m.
4 Deadline for Bidders to submit proposal and quotation	9 June 2020, 5:00 p.m.
5 Selection of Contractor by panel	On or before 31 July 2020
6 Conclude final decision and appoint the Contractor	On or before 31 July 2020
7 Sign Service Contract with the appointed Contractor	On or before 14 August 2020

*The schedule may change as needed. HKIRC may notify Bidders of the changes.*

## 8. Payment Schedule

Interested Bidders shall provide the breakdown of the project cost in the proposal. The cost shall be broken down by phases and by the audit process for each functional area.

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

Breakdown each year of service by man-hour involved:

<b>Milestone/Acceptance of security audit for each individual year</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Total</b>
Man-hour cost (HK\$/man-hour)				
No. of man-hour				
<b>Total (HK\$)</b>				
Payment % for each year				100%
1. Upon delivery of final risk-based internal audit plan to management for the year (30%)				
2. Upon delivery of presentation to the Board/Audit Committee the final internal audit report for the year (70%)				



## **9. Elements of a Strong Proposal**

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

Proposals are evaluated based on major criteria as follows (% weighting applied):-

- Company Background (10%)
- Internal audit methodology (30%)
- Understanding of our requirements (10%)
- Knowledge and advices on projects (20%)
- Proposed cost of the project and its flexibility (30%)

## **10. Service agreement negotiation and signature**

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

The service agreement must be signed by both parties as per section 7 of this RFP. If the agreement is not signed within the said period, HKIRC will start the negotiation with the next qualified Bidder on the selection list.

## 11. HKIRC Contacts

HKIRC Contacts information

<i>Contacts</i>	
<b>Hong Kong Internet Registration Corporation Limited</b> Unit 501, Level 5, Core C, Cyberport 3, 100 Cyberport Road, Hong Kong  +852 2319 2303 – telephone +852 2319 2626 – fax <a href="http://www.hkirc.hk">http://www.hkirc.hk</a>	<b>Head of Finance</b> Clarence Lam +852 2319 3868 <a href="mailto:clarence.lam@hkirc.hk">clarence.lam@hkirc.hk</a>  <b>Head of IT</b> Ben Lee +852 2319 3811 <a href="mailto:ben.lee@hkirc.hk">ben.lee@hkirc.hk</a>  <b>Operations Manager</b> Noel Ng +852 2319 3816 <a href="mailto:noel.ng@hkirc.hk">noel.ng@hkirc.hk</a>
<i>If you are not sure about the appropriate person to call, the receptionist can help you.</i>	

## **Appendix A – HKIRC Proposal Requirements**

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

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

### **1.1 Proposal Deadline**

All proposals must reach HKIRC as stated in Section 7.

### **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
- Security and internal audit methodology
- Project management methodology
- Understanding of our requirements
- Knowledge and Advices on Projects
- Deliverable and Services level
- Proposed Cost of Services and Payment Schedule
- Implementation Time Table
- Commercial and Payment Terms. e.g. Compensation for delay.

<b><i>Proposal requirements</i></b>	
Submission deadline	Please refer to Section 7
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 optional. If sending hard copies, 2 copies of the full proposal are required. The proposal shall be sent to the attention of Ben Lee (Head of I.T.)
Electronic copy	It is a MUST to send electronic copy. Electronic copy, by encrypted email to <a href="mailto:noel.ng@hkirc.hk">noel.ng@hkirc.hk</a> and <a href="mailto:ben.lee@hkirc.hk">ben.lee@hkirc.hk</a> ; also cc <a href="mailto:clarence.lam@hkirc.hk">clarence.lam@hkirc.hk</a> .
Proposal format	Specified in this document
Page count	30 pages or fewer. Stapled. Do not bind
Font	Electronically published or typed. Times New Roman 12 point font is preferred.

### **1.3 Cover Page**

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

<b><i>Cover Page</i></b>	
Project Title	
	Internal Audit Services
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 Bidder proposed for the project. This summary must be non-confidential. It should fit on a single page.

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

- Rationale for pursuing the project, the methodology/technology needed and the present state of the relevant methodology/technology.
- Brief description of the Bidder's financial situation.
- Brief description of the Bidder's facilities and experience on colocation services

### **1.5 Conflict of Interest Declaration**

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

### **1.6 Company Background**

The Bidder must describe its company background. Major activities, financial situation, organizational structure, management team and achievements in service outsourcing of the company should be elaborated. Tracked records are preferred.

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

### ***1.7 Internal audit methodology***

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

### ***1.8 Project management methodology***

The Bidder 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 Bidder shall describe their understanding of our requirements. With the use of a table, the Bidder 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***

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

### ***1.11 Deliverable and Services level***

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

### ***1.12 Proposed Costs of Service***

Such costs include:

- Fixed setup cost
- Labour unit costs for additional requirements. They are typically quoted in unit man day. Quoted in normal working hour, non-working hour and in emergency.
- Other direct costs including services, materials, supplies, postage, etc.

### ***1.13 Implementation Time Table***

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

### ***1.14 Commercial and Payment Terms***

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

## **Appendix B – Probity Clauses**

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

#### **Offering Advantages**

- (1) The Bidder 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 Bidding and execution of this contract.
- (2) Failure to so procure or any act of offering advantage referred to in (1) above committed by the Bidder or by an employee, agent or sub-contractor of the Bidder shall, without affecting the Bidder's liability for such failure and act, result in his proposal being invalidated.

#### **Anti-collusion**

- (1) The Bidder shall not communicate to any person other than the Hong Kong Internet Registration Corporation Limited ("HKIRC") the amount of any bid, adjust the amount of any bid 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 bid or otherwise collude with any other person in any manner whatsoever in the bidding process. Any breach of or non-compliance with this sub-clause by the Bidder shall, without affecting the Bidder's liability for such breach rules and laws or non-compliance, invalidate his bid.
- (2) Sub-clause (1) of this Clause shall have no application to the Bidder's communications in strict confidence with his own insurers or brokers to obtain an insurance quotation for computation of bid price and communications in strict confidence with his consultants / sub-contractors to solicit their assistance in preparation of proposal submission.
- (3) The Bidder shall submit to the HKIRC a duly signed warranty in the form set out in Appendix 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 contract on the Bidder's behalf.
- (4) Any breach of any of the representations and/or warranties by the Bidder may prejudice the Bidder's future standing as a HKIRC contractor.



## Appendix C – Warranty

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

Dear Sir/Madam,

### **Warranty**

- (1) By submitting a proposal, \_\_\_\_\_ [the name of your company] (the “Bidder”) represents and warrants that in relation to the proposal for Internal Audit Services 2020-2022:
- (i) it has not communicated and will not communicate to any person other than the HKIRC the amount of any bid price’
  - (ii) it has not fixed and will not fix the amount of any bid 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 bid; and
  - (iv) it has not otherwise colluded and will not otherwise collude with any person in any manner whatsoever in the bidding process.
- (2) In the event that the Bidder 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 bid;
  - (ii) if HKIRC has accepted the bid, withdraw its acceptance of the bid; and
  - (iii) if HKIRC has entered into the contract with the Bidder, terminate the contract.
- (3) The Bidder 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 Bidder’s communications in strict confidence with its own insurers or brokers to obtain an insurance quotation for computation of the bid price, or with its professional advisers, and consultants or sub-contractors to solicit their assistance in

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preparation of bid 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 Bidder.

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

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

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

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

## **Appendix 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 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.

Hong Kong Internet Registration Corporation Ltd

Signature:

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