



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

# HKIRC DevSecOps

## Request for Proposal

Version 0.1

Date: 10 March 2022

**Hong Kong Internet Registration Corporation Limited**

**Unit 501, Level 5, Core C, Cyberport 3, 100 Cyberport Road, Hong Kong**

**Tel.: +852 2319 1313 Fax: +852 2319 2626**

**Email: [enquiry@hkirc.hk](mailto:enquiry@hkirc.hk) Website: [www.hkirc.hk](http://www.hkirc.hk)**

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## Summary

This tender is to invite Proposals from eligible vendors for the development of a DevSecOps infrastructure for HKRC development environment.

HKIRC is looking for a service provider(s) (“the Contractor”) to provide for above services.

The scope of service is detailed in section 3 of this document.

Parties interested in providing this service shall submit **Proposal by no later than 5:30pm, 11<sup>st</sup> February 2022.**

## 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 development of a cybersecurity information sharing platform with requirements stipulated in Section 3 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. Scope of Service

3.1 The scope of this Work Assignment covers the following items:

- (a) A chosen pilot project by HKIRC for the implementation
- (b) To propose and setup the source code repository for HKIRC source code to facilitate the DevSecOps environment.
- (c) To provide the pipeline to automate and streamline the development, testing and production deployment.
- (d) To provide the unit test, integration UI test functions to improve software quality.
- (e) To propose, setup and integrate the scanning software to perform SAST, DAST and penetration test.
- (f) To propose, setup the platform with virtualization and container environment with a cluster control for software development and deployment.
- (g) To propose and provide agile project management tools
- (h) To comply with company network environment and security compliance

Project deliverables:

The contract shall provide the following project deliverables, including but not limited to

- (a) Source code repository for versioning and management
- (b) CI Pipelines for source code checkout, SAST, build, functional testing, DAST, penetration test
- (c) CD Pipelines for deployment on development, testing and production environment with procedure to verify the result and logging.
- (d) Platform with virtualization and container environment with a cluster control for software development and deployment

(e) To provide the security scanning software to conduct SAST and DAST, penetration test, and container/image environment scanning

(f) Integrated unit test, integrated UI testing for chosen functions

3.2 The Contractor shall propose off-the-shelf solution(s) with any necessary customisation for delivering the functions of the Platform. The Contractor shall also propose related implementation and on-going maintenance and support services for the Platform Services.

3.3 The Contractor shall work closely with all services providers and contractors to be engaged by HKIRC for the Programme (the “Other Contractors”), if any, to deliver the Platform Services.



## 4. Detailed Requirements

The Contractor and their offered Platform Services shall comply with or exceed the following project requirements/features in Section 4.1 to 4.11 below, which are the essential requirements/features and shall be satisfied in fulfilment of this Work Assignment.

### 4.1 PROJECT MANAGEMENT REQUIREMENTS

4.1.1 The Contractor is responsible for the project management of the Work Assignment. The duties of project management services will include the following:

- (a) Be responsible for the total project management and act as a single contact point to HKIRC regarding all related activities of the Work Assignment;
- (b) Take the lead in co-ordinating various parties within and outside HKIRC (including but not limited to the Other Contractors) for the smooth implementation of the Work Assignment;
- (c) Resolve conflicts during the entire Work Assignment life cycle;
- (d) Oversee and monitor the progress of various activities during the Work Assignment life cycle to ensure that these activities are completed according to the schedule and meeting the Work Assignment requirements;
- (e) Plan and schedule meetings at appropriate time points during the Work Assignment life cycle, to prepare meeting agenda, to chair and to take notes for all the meetings with various parties;
- (f) Maintain up-to-date documentation including application user manual and system manual, and other documents that are relevant for the proper operation and maintenance for completing the Work Assignment;
- (g) Follow up all outstanding issues with all related parties, suggest solutions and resolve difficulties throughout the Work Assignment;
- (h) Maintain sufficient staffing and equipment for manning the service throughout operation hours; and
- (i) Carry out any other activities which are necessary for the satisfactory completion of the Work Assignment.

### 4.2 SERVICE REQUIREMENTS

4.2.1 Detailed requirements on the Platform Services, including the functional specifications of the Platform and the related services, are given in the ensuing paragraphs.

## **The DevSecOps Platform**

4.2.2 The Platform must provide all functions as described in Section 4.2.5 below. All required functions of the Platform shall be delivered through the proposed off-the-shelf solution(s) with customization and integration, which is/are specifically designed for DevSecOps purposes.

4.2.3 Customisation work on the proposed off-the-shelf solution(s) by the Contractor is allowed for enriching the existing functions provided by the off-the-shelf product to fulfil the essential requirements. The Contractor shall give due consideration to the advice from HKIRC on the implementation and provision of the Platform Services.

The essential functions listed below shall be included in the Platform.

### Functional requirement

#### (a) Source code repository for versioning and management

The source code repository shall provide the capability including but not limit to manage the source code versioning, branching, conflicting, merging, synchronization and effective team collaboration through the existing development tool (IDE). The repository shall also integrate into pipeline execution.

#### (b) CICD pipeline

The Platform shall provide CI pipeline that can facilitate the continuous integration process including but not limited to source code checkout, build, generating container image, testing, SAST, DAST, penetration. It also provides CD pipeline for deployment of development, testing and production environment including but not limit to transfer/copy files to deployment directory, restart the web/application server. The number of deployment environment shall be configurable and allow gradually deployment. For example, deployment on the primary site first and then the secondary site or a particular server node in one site.

The CICD process shall also include verification process and logging so that it can ensure the process are smoothly completed and confirmed.

#### (c) Virtualization and container environment with a cluster for software development and deployment

The Platform shall provide virtualization and container environment where the docker image can be executed and run. It also provides the Kubernetes for automating deployment, scaling

and management of containerized applications.

The contractor shall advise how to formulate the docker file to fit the purpose for variety of application framework used in HKIRC. For example, SpringBoot, J2EE, ReactJs, JSF, PHP, Apache, Tomcat, Glassfish, Resin.

(d) Integrated unit test, integration test, UI testing for chosen functions

The Platform shall provide at least 2 unit test functions and at least 2 integration UI test functions. HKIRC will identify the functions with the test case for contractor to implement. The test functions can be integrated into the pipeline to run or run it independently.

(e) Security scanning software integration

The Platform shall provide security scanning software to conduct the SAST and DAST. The contractor shall advise the software that is accurate to identify and report the vulnerability finding. The software shall provide an immediate detailed report after each scanning. The scanning result shall be provided in form of report by email with the result web link or attachment. The software can be integrated into the pipeline to run or run it independently.

Non-Functional requirement

(f) Security controls

The Platform shall adopt security controls including but not limited to logging on with one-time password, multi-factor authentication and CAPTCHA to restrict unauthorised access to the platform.

## **Implementation of the Platform**

4.2.14 The Contractor shall provide necessary services for deploying and operating the Platform at both testing and production environment.

4.2.15 The Contractor shall include any software (e.g., database), technical data, technology, professional services, license and permits that are necessary for the deployment and operation of the Platform at its own costs.

4.2.16 The Contractor shall install the Platform as well as all other necessary software packages and programmes which are necessary for the deployment and operation of the Platform in the

hosting environment and shall perform configuration and testing at both testing and production environment before the rollout of the Platform.

4.2.17 The Contractor shall work closely with HKIRC infrastructure team to install, configure and test the Platform in the hosting environment.

4.2.18 The Contractor shall co-ordinate with HKIRC infrastructure team to perform system update and patching for the Platform.

4.2.19 The Contractor shall operate and maintain the Platform and provide technical support for the Platform.

4.2.20 The Contractor shall fix technical issues on the Platform and perform improvement work based on the advice from HKIRC.

#### 4.3 MANPOWER REQUIREMENTS

4.3.1 The Contractor’s assignment team (“Project Team”) shall be composed of at least two (2) persons and shall include at least the following roles meeting the requirements specified in the table below. All the following roles shall be taken up by different persons.

<b>Role</b>	<b>Responsibilities</b>	<b>Requirements</b>
Project Manager	Overall management of the project	Shall have at least five (5) years of information technology project management experience during the past ten (10) years immediately prior to the closing date for receipt of proposals for this Work Assignment
System Analyst	<ul style="list-style-type: none"> <li>• Perform all necessary tasks to migrate the current platform to the Platform to be provisioned under this Work Assignment</li> <li>• Provide on-going Platform administration and</li> </ul>	Shall have at least four (4) years of information technology experience during the past ten (10) years immediately prior to the closing date for receipt of proposals for this Work Assignment, including at least two (2) years of working experience in implementing and maintaining cloud-based web applications

	support services	
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4.3.2 The cut-off date for counting the experience of the members of the Project Team is the Closing Date for proposal submission. Experience gained from different projects during the same period will only be counted once.

4.3.3 The submitted proposal should describe how the Project Team would be structured in providing the Platform Services, and should provide a full description of the experience of all designated team members and their proposed roles in the Work Assignment.

4.3.4 If the staff provided by the Contractor under the Work Assignment is found in the opinion of HKIRC to be incompetent or inattentive or to conduct himself/herself improperly, HKIRC shall have the authority to require his/her removal forthwith by giving notice to the Contractor and to require that an efficient and competent staff be appointed instead at the time agreed by HKIRC. HKIRC may terminate the contract if the Contractor fails to provide a replacement that meets the specifications specified in this Brief of Work Assignment.

#### 4.4 SECURITY REQUIREMENTS

4.4.1 The Contractor shall handle the Platform and user data in compliance with guidelines, instructions and standards issued by HKIRC.

4.4.2 The Contractor shall treat as confidential all information relating to the affairs or business of HKIRC or designated as confident by HKIRC or which is by its nature confidential.

4.4.3 The Contractor shall not at any time during or after the provision of the services divulge or allow to be divulged to any person any such confidential information other than to the relevant employees and any other employees, officers, agents or contractors who need to know the same for the purpose of carrying out this Work Assignment and have signed an undertaking on non-disclosure as approved by HKIRC.

4.4.4 The Contractor shall ensure that the relevant employees and any other persons engaged on any work in connection with this Work Assignment are aware of and comply with the provisions of the above and the Official Secrets Ordinance (Cap. 521). The Contractor shall indemnify HKIRC against any loss or damage, which HKIRC may sustain or incur as a result of any breach of confidence by any of such persons.

4.4.5 Should this Work Assignment terminate, either normally at the end of the Work

Assignment period or prematurely due to any reasons, the Contractor shall return all related materials belonging to HKIRC; or information collected from HKIRC within seven (7) working days of the termination including both hard copies and soft copies.

4.4.6 For operational needs, the credentials for accessing some government systems or equipment might be given to the Contractor. In such case, the Contractor is obliged to use the credentials in a strict and proper manner and should never disclose them to any person unnecessarily. The Contractor shall not disclose the information of the handled incidents to the non-related parties. Besides, under any circumstances, the Contractor should refrain from performing any unsafe operations onto Government equipment and systems or users' computer, which might possibly lead to data leakage, data integrity problems or data corruption. If such operations are absolutely necessary, the Contractor shall complete sufficient resilient measures (e.g. data backup) and seek HKIRC and users' consent prior to the operations. Moreover, the Contractor shall not install any viruses and/or malicious codes into HKIRC systems.

4.4.7 The Contractor shall comply with all security, confidentiality and Data Protection Principles of the Personal Data (Privacy) Ordinance (Cap. 486) requirements requested by HKIRC.

4.4.8 The Contractor shall not take away, use or disclose to third parties any system related materials without the consent of HKIRC, for example, production data, system specifications and documentations, etc.

4.4.9 The Contractor shall not store, process or use any data of the project out of the Platform or systems or devices provided by HKIRC without the consent of HKIRC.

4.4.10 The Contractor shall timely report any sign of abnormalities or security breaches in respect of the Platform or the related data.

#### 4.5 ACCEPTANCE TEST

4.5.1 The Contractor shall provide acceptance test plan, carry out such test and document test results to certify that the implementation, installation and data migration works are completed and the Platform can work properly. The acceptance test shall also cover functional tests on all functional features of the Platform, cross browser testing on responsive web design, and web accessibility to confirm compliant with the W3C WCAG 2.0 Level AA standards. The acceptance test results shall be documented and submitted to HKIRC for review and acceptance.

#### 4.6 SECURITY RISK ASSESSMENT AND AUDIT

4.6.1 To ensure that the Platform comply with the security requirements of HKIRC, HKIRC may acquire an IT Security Risk Assessment and Audit (SRAA) service using a separate contract to verify the security of the Platform.

4.6.2 In case the SRAA is arranged, the Contractor shall:

- (a) Attend meetings and co-ordinate with the SRAA contractor appointed by HKIRC;
- (b) Provide information and necessary assistance to the SRAA contractor; and
- (c) Rectify problems identified and implement the recommendations made by the SRAA contractor as appropriate to ensure the security of the Platform.

#### 4.7 KNOWLEDGE TRANSFER AND DOCUMENTATION

4.7.1 The contractor shall provide sufficient documentation, including but not limited to, network diagram, infrastructure diagram, setup and configuration specification, program specification, database specification (if any) and administrator guide.

4.7.2 The contractor shall provide the source code for the pipeline and other script used in the project.

4.7.3 One handover session shall be provided to HKIRC team for knowledge transfer and explain the documentation.

4.7.4 The contractor shall cooperate with HKIRC infrastructure team for backup process.

4.7.5 The ownership and all intellectual property rights (including without limitation any patent, copyright, registered design or trademark) of all deliverables prepared by the Contractor or received by the Contractor in the course of the Work Assignment shall be vested in and belong to HKIRC and the Contractor shall not use any such documents, particulars or things or disclose the contents thereof to any third person, in any manner outside the course of the Work Assignment without the prior express approval in writing from HKIRC.

4.7.6 The Contractor shall not infringe any of the said intellectual property right of any publications and shall in any event indemnify and keep indemnified HKIRC against all actions, claims, losses, damages and costs which may be sustained by HKIRC consequent upon any such infringement.

4.7.7 The Contractor shall be held responsible for any acts in the assignment for any copyright infringement under the Copyright Ordinance (Cap. 528).

4.7.8 All project materials provided by HKIRC and the copyright therein shall be and shall remain the exclusive property of HKIRC.

#### 4.8 MAINTENANCE AND TECHNICAL SUPPORT SERVICES

4.8.1 After the nursing period, the Contractor shall propose different annual maintenance and support options including the on-request or ticket basis. The man-hour rate shall be provided if the on-request basis option is given. The expiry period of purchased ticket should be provided for ticket basis option.

4.8.2 The scope of maintenance shall include:

(a) The updating of the Platform in both testing and production environment, and carry out enhancements, problem fixing or upgrade of the Platform as necessary or requested by HKIRC.

(b) The Contractor shall in reasonable time deliver to HKIRC any enhanced/updated version of the Platform. The Contractor shall test the update and publish to testing and production environment according to the schedule specified in the update requests.

(c) The Contractor shall provide security control support to the Platform, including applying regular security patches whenever necessary in both testing and production environment. The Contractor shall also conduct periodic maintenance/patching for all the components installed or schedule jobs running in the hosting environment for operation of the Platform.

#### 4.8.3 Software subscription

The contractor shall provide the platform for the software subscription/renewal process at the reasonable price.



## 4.9 PROJECT DELIVERABLES, MILESTONES AND IMPLEMENTATION SCHEDULE

4.9.1 The tentative start date of the Work Assignment is 14 Mar 2022. The Contractor is required to complete the service to the satisfaction of HKIRC according to the following timeframe.

<b>Major Task</b>	<b>Deliverable(s)</b>	<b>Tentative Completion Date</b>
<b>Stage 1 – Platform Setup and configuration</b>		
(a) Assess the current platform and hosting environment (b) Set up the Platform (and any custom-built packages) and perform necessary integration and platform customisation at testing environment (c) Perform acceptance test on the Platform (d) Deploy the Platform to production environment (e) Update the Application User Manual and System Manual where appropriate	(i) Acceptance test plan and completed test report (ii) Application User Manual (iii) System Manual	
<b>Stage 2 – Platform Implementation</b>		
(f) Roll out the Platform and system live-run	(iv) Production run of the Platform	
<b>Stage 3: Platform Administration and Support</b>		
(a) Provide operational, maintenance and administrative support for the Platform (12 months contract or on-request or ticket basis)	(i) Task status/progress report (ii) Task completion report	

4.9.2 HKIRC will have absolute discretion to postpone any of the dates in the implementation schedule.

## 5. Payment Schedule

5.1 The following table states the percentage of the total price quoted in A12 (with discount, if any) that becomes payable upon completion of each payment milestone, against presentation by the Contractor to HKIRC of Contractor’s commercial invoice, and to the satisfaction of HKIRC.

No.	Payment Milestone	Percentage of the Total Price
1.	Upon confirmation order	20%
2.	Completion of Stage 1 – Platform configuration	50%
3.	Completion of Stage 2 – Platform Implementation	30%

5.2 Upon completion of the deliverables submitted by the Contractor to the satisfaction of HKIRC Representative, HKIRC will issue a written notice to the Contractor. Then the payment will be made to the Contractor accordingly. The Contractor shall produce an invoice for the sum becoming payable to the named person to be informed by HKIRC.

## 6. Acceptance Criteria

6.1 HKIRC will only accept the delivered services if:

- (a) All implementation services and associate deliverables as specified in Section 4 above are completed in accordance with the required schedule and adhere to HKIRC standards stipulated in Section 4.9 above and are with acceptable quality; and
- (b) All the project objectives as well as requirements as specified in Section 3 and Section 4 above are met satisfactorily.

6.2 HKIRC will require in general up to 14 days to consider each required deliverable and, if it deems appropriate, to confirm the acceptance of the deliverable.

6.3 For the approval of acceptance of the last assignment deliverable of Stage 1 – Platform setup and configuration, Stage 2 – Platform Implementation, the Contractor should assure HKIRC that all assignment deliverables, including the Platform, should have been delivered satisfactorily and is acceptable to HKIRC.

6.4 HKIRC will only accept the on-going Platform Administration and Support (Stage 2) if:

- (a) the Contractor produces all agreed deliverables for the services required, which are adhered to Government standards stipulated in Sections 4.9 above and are with acceptable quality; and
- (b) the Contractor complies with the requirement as specified in Section 4 above.

## 7. 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 the NDA and 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 HKIRC's staff and Board of Directors of HKIRC.

The Tenderer shall comply with the following HKIRC 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, HKIRC 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.

## **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 Proposal 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 HKIRC a duly signed Warranty (Appendix B) 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 C) 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 Completed by</i>
1	Express of Interest	11 Mar
2	Sign NDA and InfoSec Compliance Statement with all interested vendors	14 Mar
3	Deadline for vendors to submit proposal and quotation	16 Mar
4	Selection of vendor by panel	21 Mar
5	Conclude final decision and appoint the vendor	23 Mar
6	Prepare service agreement contract	25 Mar
7	Sign service agreement contract with the appointed vendor	31 Mar
8	Service implementation	1 Apr
9	Service commencement	TBC

## 12. Elements of a Strong Proposal

All submitted Proposal must following the format as stated in Appendix A - 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
- 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

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

- Company Background (15%)
- Technical and project management competency (15%)
- Understanding of our requirements (15%)
- Implementation Methodology (15%)



- Knowledge and advices on projects (15%)
- Proposed cost of project and flexibility (25%)

### 13. Service Agreement Negotiation and Signature

The service agreement will be drawn up between the selected vendor and 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.

### 14. 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	<b>Project Manager</b> Nelson Lo +852 2319 3829 <a href="mailto:nelson.lo@hkirc.hk">nelson.lo@hkirc.hk</a>
+852 23192303 – telephone +852 23192626 – fax <a href="http://www.hkirc.hk">http://www.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>
<i>If you are not sure about the appropriate person to call, the receptionist can help you.</i>	

## Appendix A – HKIRC Proposal Requirements

### A1. Proposal requirements

Submission deadline	Please refer to Schedule section, item no. 2 for the Proposal submission deadline.  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.
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 <b>not</b> mandatory. For sending hard copies, 2 copies of the full Proposal are required. The Proposal shall be sent to the attention of Bernard Kan (Cybersecurity Manager).
Electronic copy	Electronic copy is mandatory. It shall be sent by email to <a href="mailto:nelson.o@hkirc.hk">nelson.o@hkirc.hk</a> and <a href="mailto:ben.lee@hkirc.hk">ben.lee@hkirc.hk</a>
Proposal format	Specified in this document
Font	Electronically published or typed. Times New Roman 12 point font.

## **A2. 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
- Sample Report generated from service
- Proposed Cost of Services and Payment Terms
- Commercial and Payment Terms. e.g. Compensation for delay.

### A3 Cover Page

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

<b>Cover Page</b>	
Project Title	
Project Manager	Name:
	Title:
	Mailing address:
	Phone:
	Fax:
	Email:
Company	Contact person:
	Title:
	Company name:
	Mailing address:
	Phone:
	Fax:
	Email:
	Website:

### A4 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

### ***A5 Conflict of Interest Declaration***

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

### ***A6 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.

### ***A7 Methodology***

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

### ***A8 Project Management Methodology***

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

### ***A9 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.

### ***A10 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.

### ***A11 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.

### ***A12 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/deliverables. 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.

### ***A13 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.

### ***A14 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.