香港互聯網註冊管理有限公司

Data Centre Relocation, Colocation Service and Internet Service

Call for Tender

Version 1.5
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Summary

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

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

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

Parties interested in providing this service shall submit **Expression of Interest (EOI) by 10th Apr 2024**. For those who have submitted EOI, they should **submit proposal** (see Appendix C) to the Group **no later than 5:30pm on 29th April 2024**.

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

1. Definitions

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

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

“HKIRC” means Hong Kong Internet Registration Corporation Limited.

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

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

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

“CFT” means this Call for Tender

“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 endeavors to be:

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

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

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

3. Background of the Project

Currently, all our production servers are co-located in two hosting service provider's data centres, noted as Primary and Secondary Site. The two data centres are linked by two Point to Point 1000Mbits per second Metro Ethernet connections. This tender is for the Relocation and Data Centre Colocation Service of the Secondary Site. Current equipment occupies two 42U Racks. The hosting service provider is responsible for providing power conditioning (main and UPS), environmental control/protection (fire, flood, temperature, humidity etc.), and security and access control. In addition, the service provider also provides "remote hand" to physically access the servers if needed.

4. The Required Services

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

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

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

4.1. Part A

4.1.1 Server Colocation Service

1. Server Racks Requirements
   a. The Contractor shall provide two(2) racks with at least 42U height, 600mm external width and at least 1100mm external depth. Rack mounting rail for equipment should be adjustable to accommodate different equipment mounting rail.
   b. Expansion of additional one(1) rack should be allowed.
   c. All assigned racks must be located on the same row, right next to each other.
   d. All assigned racks must have lockable perforated doors at the back and the front.

e. Cost of additional rack should be provided in optional section.
f. Partition shelves should be available if required.
g. Cabling to each rack should either be fed through using either under floor (in a raised floor facility) or ceiling cable tray or trunking.
h. Power & data cabling should be in separate tray or trunking.

2. Power Supply Requirements

a. The data centre environmental conditions, including temperature, humidity, should follow the guideline of ASHRAE TC9.9 - Data Center Power Equipment Thermal Guidelines and Best Practices which can be found in https://tpc.ashrae.org/FileDownload?idx=c81e88e4-998d-426d-ad24-bdedfb746178
b. Dual power feeds from different UPS is required for each rack.
c. Dual Power Static Transfer Switches (STS), support output of at least 20A with at least 12 female IDC sockets, each shall be provided for each rack for use of single power supply equipment. Exact number of STS to be confirm during contract confirmation.
d. Each power feed should not come from the same phase.
e. Each power feed should be fed from independent breaker.
f. Each power feed should provide at least twenty 13A sockets, with additional socket available on request.
g. All power feeds must be protected from brownout, spike and surge by Uninterrupted Power Supply, with capacity to supply stable power up to 15 minutes after power failure.
h. The Data Centre power should be backed up by a Power Generator, which should be in service within 2 minutes of any power failure.
i. Power Generator should have fuel supply on site for 12 hours with contract to continuous supply for at least 7-day operation.
j. The Contractor shall supply at least 3KVA power for each rack. The Contractor shall be able to supply additional power up to 5KVA power for each rack without interruption to current power feed, if and when needed.
k. Optional Price of upgrade from 3KVA to 5KVA per rack should be provided.
l. Provide the PUE (Power Usage Effectiveness) figure of the data center in 2023.

3. Environmental Control/Protection:-

a. The Data Centre facility shall be protected by gas-based fire suppression system with pre-action dry pipe water fire suppression system.
b. Fire detection system shall be in place. E.g. smoke and/or heat detector
c. Water leakage detection system shall be in place to detect possible water damage

due to leakage or flooding

d. Data Centre Rack Layout design should follow cold/hot aisle design.
e. Anti-static flooring should be used to prevent excess static build up.
f. Air Conditioning system should provide 24x7 cooling and humidity control with redundancy in case of break down.

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

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

6. Location
    a. The Data Centre facility shall be located in Hong Kong Island.
    b. Location of the Data Centre facility should be easily accessible using public transports.

7. Miscellaneous
    a. The facility shall provide onsite “remote hand” for physical access to the HKIRC equipment, e.g. Power cycle equipment, remove/insert CD/USB or other media, report on status of equipment (warning lights & status light), report on physical state of equipment etc. That should be included not more than 60 times remote hand request per year without additional charge.
    b. The Contractor shall have proven process and procedure for tracking issues and requests from HKIRC.

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

https://www.ogcio.gov.hk/en/our_work/business/tech_promotion/green_computing/green_data_centre.html

8. SLA

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

a. The Data Centre service is deemed failed if any of the following conditions is not met:
   - Power: Nominal Out Voltage 230V with less than 5% distortion at full load. Frequency for 50 Hz nominal +/- 3Hz.
   - No concurrent power outage for the dual power sources per rack; individual power availability 99.995% per month excluding scheduled maintenance.
   - Network: Internal network within data cent, response time <2ms to any IP within data centre. Ping time to local network (HKIX) <5ms.
   - Network availability 99.995% or above per month excluding scheduled maintenance.
   - If the above uptime is not met a scalable monthly penalty of up to one month service charge will be imposed.
b. 24x7 round the clock on-site NOC support and monitoring are required.
c. For any security breaches like break-in to data centre, racks, un-authorized access or vandalisation to HKIRC equipment etc., the customer should be notified within 15 minutes according to the escalation list provided by HKIRC.
d. All events affecting SLA will be considered as major incident. The corresponding incident report and root cause analysis shall be requested.

e. Incident reports for all reported incidents shall be available within 48 hours from the report of incident.
f. All schedule maintenance period shall be pre-notified by at least 10 days, and for major service interruption at least 4 weeks notice is needed.

4.1.2 Relocation Services

a. In case where HKIRC facilities is going to be relocated to a new Data Centre, the new service provider shall provide a relocation service including:
    i. Decommissioning of HKIRC's servers and infrastructure.
    ii. Physical relocation of existing HKIRC's infrastructure to the new data centre
    iii. Re-racking of all HKIRC's infrastructure to new racks
    iv. Relocation of HKIRC's multi-home WAN networks
    v. Re-cabling of HKIRC's infrastructure
    vi. Re-commission of HKIRC's servers and infrastructure. Equipment de-commission and re-commission service, i.e.. Equipment dismount and remount, equipment packing, transportation and all subsequence labour services.
    vii. Project management for the relocation including co-ordination between Data Centre Service Provider, WAN circuit provider etc.

b. The contractor shall provide insurance option for personnel (3rd party) and equipment, own and 3rd party.
c. The contractor shall render support to enable all HKIRC's system and infrastructure in the new data centre. This includes all parts and labour.
d. Detailed information on relocation requirement will be given after the signing of Non-Disclosure Agreement (NDA).

4.2. Part B

4.2.1 WAN Multi-home Circuits and Router Management Service

HKIRC requires

- One(1) WAN Multi-home Circuits provided by different upstream providers.
- Optional HKIX circuits with Router Management Service.

4.2.1.1 The requirement for WAN Multi-home Circuits and Router Management Service:

a. One(1) WAN link in Gigabit Ethernet Port and Bandwidth 100 Mbps with at least 10 Mbps for International. Vendor will supply any necessary media type convertor if needed.

b. In Order to maintain the high availability of upstream network by using different vendors, provide one WAN link from upstream providers with the exception of HGC (AS9304) and HKBN (AS10103) network.

c. IPv4 and IPv6 enabled Internet service.

d. IPv4 and IPv6 routing service, BGP; full route

e. The upstream network at least 2 HKIX connection at least 1Gbps each

f. Routers must support Cisco Rapid-PVST for the 802.1Q VLAN.

g. Router Management service

i、 Each ISP shall provide services for their own router and/or propose a complete router management service for both Internet Connections.

ii、 Each router shall be able to perform BGP Route Convergence with two different IP network.

iii、 Manage all routing configuration, performance monitoring (performance criteria: CPU load < 50%, Memory < 50%).

iv、 Need to alert HKIRC when:

- ♦ Limit is reached.
- ♦ CPU load or Memory utilization is over 50% threshold for more than 5 days.
- ♦ CPU load or Memory utilization is over 85% threshold for more than 1 hours.

v、 Penalty will be exercised if monitoring and performance is not managed or managed properly.

vi、 The Contractor is responsible for proposing solution and implementation solution on performance issue.

vii、 Monthly report on traffic and performance statics.

viii、 Online Network Performance Statistic like MRTG and Network Testing Tools like ping, traceroute and looking glass. The statistics shall be

able to separate the bandwidth usage of local and international.

ix、 Pricing should include router reconfiguration service and route changes service during the contract period.

h. SLA.
   i、 99.995% uptime.
   ii、 24x7, 2 hours response time to all incidents.
   iii、 All changes to be implemented within 1hour of confirmation.
   iv、 NOC 24x7 monitoring.
   v、 Online customer portal for access performance statistics, ticket management will be preferred.
   vi、 Incident Escalation procedure and ticketing system for handling and recording of incident, issue etc.
   vii、 Network latency: Core Network to edge router < 10ms.
   viii、 Internet latency from edge to core router < 10ms.
   ix、 Total packet lost, Internet < 1%.
   x、 BGP convergence time < 5 minutes.
   xi、 All reported incident reports should be made available within 48 hours from the resolution of the incident.

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

4.2.1.2 The requirement for optional HKIX Circuit:

a. Circuit shall be provided directly by Co-location data centre.

b. At 1 HKIX connection with bandwidth of **1)100Mbps** and **2)1Gbps.**
c. Integration with HKIRC existing IPv4 and Ipv6 routing setup.
d. BGP Route Convergence; All WAN failover shall employ BGP Route Convergence technology using ASN.
e. Circuit is riding on one of the routers provided by upstream provided in 4.2.1.1.
f. Provide all implementation service for the above.
g. SLA shall follow that in 4.2.1.1.

4.3. Part C

4.3.1 Relocation Service of 2 Site to Site 1000Mbit/s Metro Ethernet Networks to new Secondary Site

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

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

4.4. Contractual Consideration

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

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

5. Limitation of Liability and Indemnity

The company submitting the tender agrees that if the company becomes the Contractor of the Project, it shall indemnify HKIRC and HKIRC against any claim, demand, loss, damage, cost,

expense or liability which the company may suffer from.

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

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

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

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

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

Also, either party could terminate the contract, with 3-month notice, after 12th month of the contract.

5.2. Service Level Report and Review Meeting

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

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

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

5.3. Staffing Level, Certification and Standard

Please provide details profile on staffing for both:

- Information Security related Certification of Data Center.
- NOC.
- 2nd line Support Staff .

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

5.4. Access to Equipment

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

5.5. Service Location

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

6. Information Security

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 our Non-Disclosure Agreement (NDA) and Information Security Policy (highlights of the policies are illustrated in Appendix D). The company shall also comply with the obligations under the Personal Data (Privacy) Ordinance and any other obligations in relation to personal data.

The company shall be provided with a set of NDA after HKIRC received the company's Expression-of-Interest before the stipulated time. The NDA shall be signed and returned to HKIRC before the scheduled deadline. HKIRC will only consider proposals from companies which have signed the NDA.

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

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

7. Project Acceptance

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

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

8. Anti-collusion

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

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

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

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

9. Offering Advantages

(1) The Tenderer shall not, and shall procure that his employees, agents and sub-contractors shall not, offer an advantage as defined in the Prevention of Bribery Ordinance, (Cap 201) in connection with the tendering and execution of this contract.

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

10. Ethical Commitment

10.1. Prevention of bribery

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

(B) The Contractor shall not, and shall procure that his directors, employees, agents and sub-contractors who are involved in this Contract shall not, offer any advantage to any Board member or staff in relation to the business of the Organisation.

10.2. Declaration of Interest

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

(D) The Contractor shall prohibit his directors and employees who are involved in this Contract from engaging in any work or employment other than in the performance of this Contract, with or without remuneration, which could create or potentially give rise to a conflict between their personal/financial interests and their duties in connection with this Contract. The Contractor shall require his agents and sub-contractors to impose similar restriction on their directors and employees by way of a contractual provision.

(E) The Contractor shall take all necessary measures (including by way of internal guidelines

or contractual provisions where appropriate) to ensure that his directors, employees, agents and sub-contractors who are involved in this Contract are aware of the provisions under the aforesaid sub-clauses (C) and (D).

10.3. Handling of confidential information

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

10.4. Declaration of ethical commitment

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

11. Schedule

	Project schedule		
	Tasks	*To be Completed by*	*Remark*
1	Publish CFT	22-Mar-2024	
2	Express of interest	10-Apr-2024	
3	Sign NDA and InfoSec Compliance Statement with all interested vendors	12-Apr-2024	
4	Deadline for vendors to submit tender and quotation	29-Apr-2024, 5:30pm	
5	Sign service agreement contract with the appointed vendor	1-June-2024	
6	Kick-start of the project	10-June-2024	
7	Service commencement	31-Jul-2024	

12. Payment Schedule

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

	Items	**Expected duration**	**Payment**
1	Completion of Service Implementation and Site2Site 1000Mbps relocation service	4 weeks	One time setup charge
2	Colocation Service	48 months	Monthly charge
3	WAN Multi-home Circuits and Router Management Service	48 months	Monthly charge

13. Elements of a Strong Tender

All submitted tender must follow the format as stated in Appendix C - HKIRC Proposal Requirements

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

- A persuasive section on the company background.
- International recognize certification for quality assurance.
- A strong and flexible service and tools meeting HKIRC requirements with minimum customization.
- High level of interaction between HKIRC and the vendor.
- Excellent fit with the capabilities and facilities of HKIRC.
- Strong company and project management team.

14. Service Agreement Negotiation and Signature

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

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

15. HKIRC Contacts

HKIRC Contacts information

Contacts	
Hong Kong Internet Registration Corporation Limited Unit 501, Level 5, Core C, Cyberport 3, 100 Cyberport Road, Hong Kong +852 23192303 – telephone +852 23192626 – fax http://www.hkirc.hk *If you are not sure about the appropriate person to call, the receptionist can help you.*	**IT Infrastructure Manager** James Ma +852 2319 3819 James.ma@hkirc.hk **Senior IT Manager** Jacky Lok +852 2319 3829 jacky.lok@hkirc.hk

Appendix A – Warranty

[start in next page]

To: Hong Kong Internet Registration Corporation Limited (HKIRC)

DearSir/Madam,

Warranty

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

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

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

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

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

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

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

Authorized Signature & Company Chop :

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

Name of Tenderer in English (in Block Letters) :

Date :

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

[start in next page]

To: Hong Kong Internet Registration Corporation Limited (HKIRC)
Contract No.:
Title:

In accordance with the Ethical Commitment clauses in the Contract:

1) We confirm that we have complied with the following provisions and have ensured that our directors, employees, agents and sub-contractors are aware of the following provisions:

   a) prohibiting our directors, employees, agents and sub-contractors who are involved in this Contract from offering, soliciting or accepting any advantage as defined in section 2 of the Prevention of Bribery Ordinance (Cap 201) in relation to the business of HKIRC except with the permission of HKIRC;

   b) requiring our directors, employees, agents and sub-contractors who are involved in this Contract to declare in writing to their respective company management any conflict or potential conflict between their personal/financial interests and their duties in connection with this Contract, and in the event that a conflict or potential conflict is disclosed, take such reasonable measures as are necessary to mitigate as far as possible or remove the conflict or potential conflict so disclosed;

   c) prohibiting our directors and employees who are involved in this Contract from engaging in any work or employment (other than in the performance of this Contract), with or without remuneration, which could create or potentially give rise to a conflict between their personal/financial interests and their duties in connection with this Contract and requiring our agents and sub-contractors to do the same; and

   d) taking all measures as necessary to protect any confidential/privileged information or data entrusted to us by or on behalf of HKIRC from being divulged to a third party other than those allowed in this Contract.

Signature
(Name of the Contractor)
(Name of the Signatory)
(Position of the Signatory)
(Date)

Appendix C – HKIRC Proposal Requirements

Proposal requirements	
Submission deadline	Please refer to Section 11 - Schedule, item no. 4 for the proposal submission deadline.
Hard copies	No Hard Copy is required
Electronic copy	Electronic copy is mandatory. It shall be sent by email to **cherry.lam@hkirc.hk** and **alvin.yip@hkirc.hk**; also cc jacky.lok@hkirc.hk and james.ma@hkirc.hk.
Proposal format	Specified in this document
Page count	40 pages or fewer
Font	Electronically published or typed. Times New Roman 12 point font.

1.2 Proposal Content

The proposal should contain the following:

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

1.3 Cover Page

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

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

1.4 Executive Summary

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

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

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

1.5 Conflict of Interest Declaration

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

1.6 Company Background

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

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

1.7 Methodology

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

1.8 Project Management Methodology

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

1.9 Understanding of our requirements

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

1.10 Knowledge and Advices on Projects/Services

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

1.11 Deliverable and Services level

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

1.12 Proposed Costs of Service and Payment Schedule

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

Such costs should include, if applicable:

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

1.13 Implementation Time Table

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

1.14 Commercial and Payment Terms

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

Appendix D – HKIRC Information Security Policy: An Extract Relevant to Outsourcing

This document provides an extract of the HKIRC Information Security Policy (the "Policy") with the purposes of (a) introducing various measures and controls to be executed by HKIRC regarding outsourcing, and (b) setting the expectation of any potential contractors that their participation and conformance in these measures and controls are essential contractual obligations.

The original Policy applies to HKIRC's employees, contractors, and third-party users. However, a potential contractor may interpret the clauses up to their roles and responsibilities only. Nonetheless, the keyword "Contractors" hereby refer to all relevant staff of the contractor and of any other subcontractors under the contractor's purview.

Herein, HKIRC would also set the expectation of any potential contractors that upon their indication of interest to the project, they shall be required in the subsequent stages to sign off a non-disclosure agreement ("NDA") on all information to be provided.

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7. HUMAN RESOURCES SECURITY

7.1 PRIOR TO EMPLOYMENT

Security objective: To ensure that employees, contractors and third-party users understand their responsibilities, and are suitable for the roles they are considered for, and to reduce the risk of theft, fraud or misuse of facilities.

7.1.1 Security roles and responsibilities of employees, contractors and third-party users shall be defined and documented in accordance with the Organization's information security policy.

7.1.2 Background verification checks on all candidates for employment, contractors, and third-party users shall be carried out in accordance with relevant laws, regulations and ethics, and proportional to the business requirements, the classification of the information to be accessed, and the perceived risks.

7.1.3 As part of their contractual obligation, employees, contractors and third-party users shall agree and sign the terms and conditions of their employment contract, which shall state their and the Organization's responsibilities for information security.

7.2 DURING EMPLOYMENT

Security objective: To ensure that all employees, contractors and third-party users are aware of information security threats and concerns, their responsibilities and liabilities, and are equipped to support organizational security policy in the course of their normal work, and to reduce the risk of human error.

7.2.1 Management shall require employees, contractors and third-party users to apply security in accordance with established policies and procedures of the Organization.

7.2.2 All employees of the Organization and, where relevant, contractors and third-party users shall receive appropriate awareness training and regular updates in organizational policies and procedures, as relevant for their job function.

7.3 TERMINATION AND CHANGE OF EMPLOYMENT

Security objective: To ensure that employees, contractors and third-party users exit the Organization or change employment in an orderly manner.

7.3.2 All employees, contractors and third-party users shall return all of the Organization's assets in their possession upon termination of their employment, contract or agreement.

7.3.3 The access rights of all employees, contractors and third-party users to information and information processing facilities shall be removed upon termination of their employment, contract or agreement, or adjusted upon change.

14. SYSTEM ACQUISITION, DEVELOPMENT AND MAINTENANCE

14.2.7 The organization shall supervise and monitor the activity of outsourced system development.

16. INFORMATION SECURITY INCIDENT MANAGEMENT

16.1 MANAGEMENT OF INFORMATION SECURITY INCIDENTS AND IMPROVEMENTS

Security objective: To ensure a consistent and effective approach to the management of information security incidents, including communication on security events and weaknesses.

16.1.3 Employees and contractors using the Organization's information systems and services shall be required to note and report any observed or suspected information security weaknesses in systems or services.