HONG KONG INTERNET REGISTRATION CORPORATION LIMITED
香港互聯網註冊管理有限公司

Request for Proposals on Internal Audit Service 2026-2028

Version 1.0
Date: 02 July 2025

Hong Kong Internet Registration Corporation Limited

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Compliance with law

Notwithstanding anything to the contrary in this service engagement, HKIRC reserves the right to disqualify the service provider on the grounds that the service provider has engaged, is engaging, or is reasonably believed to have engaged or be engaging in acts or activities that are likely to cause or constitute the occurrence of offences endangering national security or otherwise the exclusion is necessary in the interest of national security, or is necessary to protect the public interest of Hong Kong, public morals, public order or public safety.

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1. Summary

HKIRC is looking for an auditing firm or auditing professional (the "Service Provider") to provide the internal audit services.

The Service Provider 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 Service Provider 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 Service Provider 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 2025 to 31 July 2028.

The Service Provider shall conduct their audits independently, without any influence by staffs or directors. This arrangement will ensure high credibility of the internal audit reports. The Service Provider shall identify any design and operational gaps and provide feasible solutions based on established industry best practices.

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

Parties interested in providing this service shall submit an **Expression of Interest (EOI) by 09 July 2025**. For those who have submitted EOI, they should **submit a proposal** (see Appendix A) to HKIRC **no later than 5:00 p.m. on 23 July 2025**.

The Service Provider should first submit Expression of Interest by email to HKIRC contacts (refer Appendix A – HKIRC Proposal Requirements, electronic copy). The Service Provider 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” is 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 “Service Provider” means the company submitting the Proposal for the Services and 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 its subsidiary.

“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. To ensure that service providers uphold a high standard of integrity, please review the Probity Clauses in Appendix B of this document and sign the Warranty provided 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 and HKDNR can be found at https://www.hkirc.hk and https://www.hkdnr.hk respectively.

4. The Required Services

4.1 Scope of Service

Internal Audit

The following defines the scope of service provide to the Service Provider. The Service Provider may propose additional or alternative tasks they consider 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, public missions 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 risk and gap 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 are expected to cover the business processes of HKIRC Group with the highest risk level. It shall include but not limited to the below processes:

Risk assessment and audit plan (Conduct every year)

Follow-up on prior year internal audit findings (Conduct every year)

PDPC compliance review (Conducting in 2026)

1. Policy and procedures;
2. Personal data collection;
3. Data retention;
4. Data access and correction;
5. Data use

Corporate Governance (Conducting in 2026)

6. Corporate governance policy;
7. Conflict of interest;
8. Management reporting framework;
9. Business continuity planning;
10. Handling of confidential information

Operations controls (Conducting in 2027)

Operation in domain name service

11. Domain name registration process;
12. Domain renewal process;
13. .hk lock and SSL order management,
14. Service partner management

Registrars management

15. Policy and procedures;
16. Mechanism to acquire new registrars;
17. Registrars performance review;
18. Termination processes

Membership application

19. Policy and procedures;
20. Mechanism to acquire new member;
21. Termination processes

Human Resources Control (Conducting in 2027)

22. Recruitment and termination;
23. Master file maintenance;
24. Staff benefits and payroll;
25. Occupational safety and health

Financial management (Conducting in 2028)

26. Budgetary controls;
27. Bank account maintenance and reconciliation;
28. Management account preparation;
29. Month-end closing procedures;
30. Quotation/ tendering; vendor selection;
31. Purchase requisition/order;
32. Contracting;
33. Payment requisition and processing

Public mission projects management (conducting in 2028)

34. Project vetting;
35. Proposal submission and approval;
36. Project budget monitoring;
37. Project management and tracking

4.1.2 Scope of IT Audit (Optional – please indicate the quotation separately)

Internal Audit IT General Controls (conduct every year)

The following defines the scope of service provide to the Service Provider. The Service Provider may propose additional or alternative tasks that they deem necessary for completeness and effectiveness

1. User account access review and management.
2. Change management processes.
3. Backup and recovery procedures.
4. Incident and problem management and response.
5. Outsource management and procedure.
6. Program development.
7. Physical security and operation control.
8. System configuration, database management, network perimeter management.
9. Information Security.

IT Application Controls (conduct with the relevant internal audit)

1. Domain Name Registration System (DNRS), HR Systems (HRMS) or Finance Systems (M18) controls.
2. Roles and permissions assigned within DNRS, HR Systems (HRMS) or Finance Systems (M18).
3. Data integrity and security measures.

Operational Procedures

1. Review of system development life cycle (SDLC) practices.
2. Evaluation of system architecture and resilience.
3. Assessment of disaster recovery plans.

Documentation and Reporting

1. Prepare detailed findings and recommendations.
2. Follow up on management action plans from previous audits.
3. Provide regular updates to the Audit Committee.

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.

4.1.3 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.

4.1.4 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 Service Provider 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.

4.1.5 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 Service Provider shall reassess the identified risks and gaps after the action plan has been executed and shall 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.

4.1.6 Additional deliverables

a. The Service Provider may propose additional deliverables if found appropriate.

4.1.7 Information security

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

4.1.8 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 Service Provider must assign a project manager who is responsible for developing the project plan, assign project and quality related tasks, implementing 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 Service Provider shall provide regular project status report and meeting with the management.

d. The Service Provider 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 Service Provider should fulfill the scope of services described in section 4. Service Providers may provide additional acceptance criteria and the related plan in detail in their proposals.

5. Information Security

A set of Non-Disclosure Agreement (NDA) will be provided to the Service Provider after HKIRC received the company's Expression of Interest.

By signing and returning the NDA, the Tenderer acknowledges and agrees that, if the Tenderer is selected as the Service Provider, it shall be bounded by the HKIRC Information Security Policy.

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

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

As proposals received by HKIRC are classified as "RESTRICTED". The proposal must be encrypted if transmitted electronically.

6. Ethical Commitment

6.1 Prevention of bribery

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

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

6.2 Declaration of Interest

(C) The Service Provider 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 Service Provider shall forthwith take such reasonable measures as are necessary to mitigate as far as possible or remove the conflict or potential conflict so disclosed. The Service Provider shall require his agents and sub-contractors to impose similar restriction on their directors and employees by way of a contractual provision.

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

(E) The Service Provider shall take all necessary measures (including by way of internal guidelines or contractual provisions where appropriate) to ensure that his directors, employees, agents and sub-contractors who are involved in this Contract are aware of the provisions under the aforesaid sub-clauses (C) and (D).

6.3 Handling of confidential information

(F) The Service Provider shall not use or divulge, except for the purpose of this Contract, any information provided by the 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 Service Provider shall take all necessary measures (by way of internal guidelines or contractual provisions where appropriate) to ensure that information is not divulged for purposes other than that of this Contract by such person, agent or sub-contractor. The Service Provider shall indemnify and keep indemnified the 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 Service Provider 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 Service Provider, 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

Project schedule		
	Tasks	*To be Completed by*
1	Publish RFP	02 July 2025
2	Expression of interest	09 July 2025
3	Sign NDA, the Warranty in Appendix C and the Declaration Form on the compliance with the ethical commitment requirements in Appendix D by all interested Service Providers	23 July 2025, 5:00 p.m.
4	Deadline for Service Providers to submit proposal and quotation	23 July 2025, 5:00 p.m.
5	Selection of Service Provider by panel	On or before 21 August 2025
6	Conclude final decision and appoint the Service Provider	On or before 14 October 2025
7	Sign Service Contract with the appointed Service Provider	On or before 14 November 2025

The schedule may change as needed. HKIRC may notify Service Providers of the changes.

8. Payment Schedule

Service Providers 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 Service Providers may propose their own in their proposals.

Breakdown each year of service by man-hour involved:

Internal audit for each individual year	**Year 1**	**Year 2**	**Year 3**	**Total**
Man-hour cost (HK$/man-hour)				
No. of man-hour				
Total (HK$)				
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%)				

IT audit for each individual year	**Year 1**	**Year 2**	**Year 3**	**Total**
Man-hour cost (HK$/man-hour)				
No. of man-hour				
Total (HK$)				
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):-

- Internal audit methodology (20%)
- Knowledge and advices on projects (20%)
- Understanding of our requirements (20%)
- Proposed cost of the project (40%)

10. Service agreement negotiation and signature

The service agreement will be drawn up between the selected Service Provider and HKIRC. HKIRC welcomes the Service Provider'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 Service Provider on the selection list.

11. 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 2319 2303 – telephone +852 2319 2626 – fax http://www.hkirc.hk *If you are not sure about the appropriate person to call, the receptionist can help you.*	**Finance Manager** Alvin Yip +852 2319 3868 alvin.yip@hkirc.hk **Marketing and Communications Manager** Charmisty Charm +852 2319 3835 charmisty.charm@hkirc.hk **Head of Operations** Cherry Lam +852 2319 3816 cherry.lam@hkirc.hk

Appendix A – HKIRC Proposal Requirements

Successful Service Provider 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 Service Provider
- 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
    - 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 Timetable
- Commercial and Payment Terms

Proposal requirements	
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 Charmisty Charm (Marketing and Communications Manager)
Electronic copy	It is a MUST to send electronic copy. Electronic copy, by encrypted email to charmisty.charm@hkirc.hk and cherry.lam@hkirc.hk ; also cc alvin.yip@hkirc.hk.
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.

Cover Page		
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 Service Provider 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 Service Provider'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 Service Provider must describe its company background. Major activities, 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 Service Provider must describe the methods to be used. Track records are preferred.

1.8 Project management methodology

The Service Provider must describe the methods to be used. Track records are preferred.

1.9 Understanding of our requirements

The Service Provider shall describe their understanding of our requirements. With the

use of a table, the Service Provider 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 Service Provider 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 Service Provider 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 Service Provider should present in this section the implementation schedule of the project. The schedule should be realistic and achievable by the Service Provider.

1.14 Commercial and Payment Terms

The Service Provider should describe the commercial and payment terms of the services.

Appendix B – Probity Clauses

Probity Clauses in Quotation Invitation Documents

Offering Advantages

(1) The Service Provider 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 Service Provider or by an employee, agent or sub-contractor of the Service Provider shall, without affecting the Service Provider's liability for such failure and act, result in his proposal being invalidated.

Anti-collusion

(1) The Service Provider 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 Service Provider shall, without affecting the Service Provider'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 Service Provider'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 Service Provider 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 Service Provider's behalf.

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

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 "Service Provider") represents and warrants that in relation to the proposal for Internal Audit Service 2026-2028:
   (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 Service Provider 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 Service Provider, terminate the contract.

(3) The Service Provider 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 Service Provider'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 preparation of bid submission. For the avoidance of doubt, the making of a bid by a Service Provider 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 Service Provider.

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)
Title: Internal Audit Service 2026-2028

We, _____ ("the company") shall acknowledge and agree that, if the company is selected as the Service Provider, it shall be bounded by the Ethical Commitment clauses:

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

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

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

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

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

Signature:

_____
_____ (Name of the company)
_____(Name of the Signatory)
_____(Position of the Signatory)
_____(Date)