CALL FOR TENDER

ADD-ON INFRASTRUCTURE, SECURITY AND CONNECTIVITY PRODUCTS

(Ref: HKIRC_CFT_DCERT2-ADDON)

27 October 2026

Hong Kong Internet Registration Corporation Limited
Unit 501, Level 5, Core C, Cyberport 3
100 Cyberport Road, Hong Kong

IMPORTANT NOTICE

This tender document and the accompanying tender package are confidential and are provided solely for preparing a tender response to HKIRC.

Document	Purpose
This CFT	Product, price, delivery, support and submission requirements.
R67A Unilateral NDA	Separate mandatory signed document.
P01 Information Security Policy v2.6.1	Separate mandatory acknowledgement and compliance document.
HKIRC Standard Terms and Conditions of Purchase	Mandatory contractual document applying to each award; any exception shall be stated clearly.

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1. Summary

HKIRC invites tenders for eleven individual infrastructures, security, data-center and connectivity items. Tenderers may submit a bid for any single item, multiple items, or all items. Each item may be evaluated and awarded separately.

- Price is essential and each item shall have a completely fixed price.
- A committed delivery or provisioning time is mandatory for every item to bid.
- All products must be new and sourced through legitimate manufacturer-authorized channels.
- Grey-market, parallel-import, counterfeit, refurbished, demonstration or previously used products are prohibited.
- Specific brands and models are mandatory except for Item 1 Load Balancers.
- HKIRC will use manufacturer or vendor direct maintenance on a back-to-back basis; the Tenderer shall arrange and administer that support.
- Proposal validity shall be not less than 120 calendar days from the closing date unless HKIRC agrees otherwise. All prices shall be fixed in Hong Kong dollars and shall include every mandatory component and charge required for the item bid.

2. Definitions

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

“CFT” means this Call for Tender, including its schedules, forms, appendices and formal clarifications issued by HKIRC.

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

“Designated Location” means a delivery or installation location in Hong Kong nominated by HKIRC after award or purchase-order issuance.

“Designated Helpdesk Service Provider” means the service provider appointed by HKIRC to coordinate installation, configuration, integration, testing, handover and operational helpdesk activities.

“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”.

“Official Order Confirmation” means HKIRC’s written purchase order, award confirmation or other written instruction authorising supply.

“Products” means all equipment, licenses, subscriptions, connectivity components and accessories required under Items 1 to 5 and Item 11.

“Services” means the rack/power services and connectivity services required under Items 6 to 10, including applicable provisioning, four-year recurring service, maintenance and support.

“Tenderer” means an organisation submitting a proposal in response to this CFT.

“Successful Tenderer” means a Tenderer awarded one or more items or item groups under this CFT.

3. Background

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).

4. Scope and Responsibility

4.1 Supplier Scope

- Supply and deliver the exact specified products and quantities
- Include all mandatory licenses, subscriptions, power supplies, mounting kits, optics, cables and accessories from the manufacturer of BoM.
- Provide four-year manufacturer warranty (1 April 2028 to 31March 2032) and technical support, including software/firmware entitlement, security updates, manufacturer escalation and RMA/replacement.
- Provide committed lead-time availability after official order confirmation, delivery documents, serial-number records and entitlement evidence.

4.2 HKIRC-Designated Helpdesk Service Provider Scope

The HKIRC-Designated Helpdesk Service Provider will coordinate the overall installation, configuration, integration, testing, handover and operational helpdesk activities for the awarded Products and Services.

The Successful Tenderer shall cooperate with HKIRC and the Designated Helpdesk Service Provider, provide the required technical information and attend coordination, change-control, testing and handover activities relevant to the awarded scope.

Coordination by the Designated Helpdesk Service Provider shall not relieve the Successful Tenderer or The Contractor of responsibility for the completeness, quality, compatibility, delivery, implementation, warranty, maintenance and support obligations relating to the awarded scope.

The detailed division of responsibilities, installation sequence, access arrangements, and acceptance activities will be confirmed following Official Order Confirmation.

4.3 Delivery and Installation Interface

The Successful Tenderer shall coordinate all delivery and installation interfaces relating to its awarded scope with HKIRC, the Designated Helpdesk Service Provider, data-center operators, carriers, manufacturers and other relevant contractors or service providers.

The Successful Tenderer shall provide all technical information reasonably required for installation planning, including equipment dimensions, weight, rack-unit requirements, power loading, heat output, interface specifications, port requirements, optics, cabling, dependencies and site-readiness prerequisites.

The Successful Tenderer shall identify and resolve interface issues attributable to its awarded Products or Services and shall support installation, cabling, power connection, configuration, commissioning, integration, testing and handover activities where applicable.

Coordination by HKIRC or the Designated Helpdesk Service Provider shall not transfer or reduce the Successful Tenderer's responsibility for product completeness, compatibility, delivery, installation support, warranty, maintenance, support entitlement or defect rectification.

4.4 Lead-Time Availability and Delivery to Designated Location

For every item bid, the Tenderer shall state the committed lead time and availability measured from Official Order Confirmation. The response shall identify current stock status, stock location where relevant, quantity available, reservation validity, expected shipment date, delivery date or service-provisioning date, and any manufacturer, distributor, carrier, import, licensing or site-readiness dependency.

All Products shall be delivered to the Designated Location in Hong Kong specified by HKIRC after award or purchase-order issuance. Delivery shall include secure transportation, insurance, packing, unloading, delivery documentation and coordination with HKIRC and the Designated Helpdesk Service Provider.

The Successful Tenderer shall monitor supply and delivery progress, notify HKIRC promptly of any actual or anticipated delay, provide an updated recovery plan and take reasonable mitigation measures, including escalation to the manufacturer, distributor, carrier or service provider.

Late delivery or provisioning shall be subject to the delay of deduction and remedies stated in Appendix D, Part B, Clause 5.

Partial delivery or early delivery shall require HKIRC's prior written agreement. Delivery shall not constitute acceptance, which remains subject to Section 8 and the applicable installation, testing, documentation and written-acceptance requirements.

5. The Required Products and Services

Partial bids are permitted. Tenderers may bid for one or more complete items or item groups. For each item bid, the Tenderer shall cover the full mandatory quantity and complete scope, including the applicable Bill of Materials, licenses, subscriptions, accessories, implementation services, warranty, maintenance, support and service levels. A bid for only part of the required quantity or mandatory scope of an item will be treated as non-compliant unless HKIRC expressly permits otherwise.

HKIRC may make one or multiple awards by item or item group. Each Successful Tenderer shall remain fully responsible for every item awarded to it, including the complete Bill of Materials, licenses, subscriptions, accessories, delivery, mandatory installation services, four-year warranty, maintenance, support and applicable service levels.

Tenderers shall clearly identify the items bid and the items not bid. Any qualification, exclusion or inability to provide the full quantity or mandatory scope of an item bid may render that item bid non-compliant.

Item	Product / Service	Quantity
1	Load Balancers, brand-neutral	6
2	H3C S5590 Core Switch x 1 and Access Switches x 3	1 lot
3	Sangfor NSF-1050A-I x 1 and Palo Alto PA-1410 Firewalls x 2	1 lot
4	Dell PowerEdge R570 Backup Server	1
5	NetApp ASA A20 Storage	1
6	Equipment Cabinet and Redundant Power, The Hub, Aberdeen	1
7	Equipment Cabinet and Redundant Power, Towngas Data Center, Tseung Kwan O	1
8	Inter-Data-Center 1Gbps Metro Ethernet	2 circuits
9	GNet 1Gbps Metro Ethernet Connectivity, The Hub, Aberdeen(Site 1)	2 circuits
10	GNet 1Gbps Metro Ethernet Connectivity, Towngas Data Center, Tseung Kwan O(Site 2)	2 circuits
11	Palo Alto PA-460 Firewalls	4

5.1 Product Delivery and Service Requirements

- The Successful Tenderer shall supply, deliver, install, configure, commission and integrate each awarded product or service applicable to the item.
- All equipment shall be new, genuine, unused and sourced through a legitimate manufacturer-authorized channel. Grey-market, parallel-import, counterfeit, refurbished, demonstration and previously used products are prohibited.
- The Tenderer shall provide a complete Bill of Materials, part numbers, licenses, subscriptions, accessories, optics, cables, power supplies and all components required for normal operation.
- The Tenderer shall state a binding committed delivery or provisioning time for every item bid and shall notify HKIRC promptly of any supply or delivery risk.
- The Tenderer shall maintain a Hong Kong support contact and local escalation channel, and shall arrange manufacturer or vendor direct maintenance services on a back-to-back basis.
- HKIRC may verify product provenance, serial numbers, warranty registration and support entitlement directly with the manufacturer, distributor or service provider.

5.2 Product Support and Service-Level Requirements

- Unless a longer period is specified, each item shall include four years of manufacturer-backed warranty and maintenance support.
- Support shall include fault logging, remote diagnosis, firmware and software updates, security fixes, replacement coordination, manufacturer escalation and access to entitlement portals where applicable.
- Tenderers shall state support hours, severity definitions, response targets, restoration or replacement targets, escalation procedures and local support arrangements for each item bid.
- For products specified with 24x7x4 or 7x24x4 service, the Tenderer shall provide back-to-back manufacturer or vendor service that meets the stated four-hour onsite, replacement or swapping commitment.
- For data-center and connectivity services, Tenderers shall state service availability, planned maintenance arrangements, fault reporting channel, response and restoration targets, monitoring and service credits.
- The warranty, maintenance, subscription and recurring service period shall commence only from the written acceptance or activation date confirmed by HKIRC.

5.3 Delivery Verification and Acceptance

- The Successful Tenderer shall provide delivery notes, packing lists, manufacturer part numbers, serial numbers, license and subscription details, warranty entitlement evidence and authorized-channel evidence for each delivered Product.
- HKIRC and the Designated Helpdesk Service Provider may inspect and verify the delivered Products against the awarded Bill of Materials, quantities, specifications, physical condition and contractual requirements. Incorrect, damaged, incomplete, unauthorized-channel or non-compliant Products shall be replaced by the Successful Tenderer at no additional cost.

- Delivery verification does not constitute acceptance. Acceptance shall occur only after completion of the applicable installation, configuration, commissioning, integration, functional testing, resilience or failover testing, documentation, defect rectification and written acceptance by HKIRC.
- For Services, acceptance shall require successful provisioning, end-to-end testing, confirmation of bandwidth or capacity, resilience testing where applicable, delivery of service records and written activation or acceptance by HKIRC.

5.4 Four-Year Warranty and Product Support

- Unless otherwise specified for an item, all Products shall include four years of manufacturer-backed warranty, maintenance and technical support from 1 April 2028 to 31 March 2032, or from the written acceptance date if HKIRC confirms a different commencement date.
- The warranty and support shall cover hardware, software, firmware, licenses, subscriptions, security updates, bug fixes, technical assistance, fault diagnosis, manufacturer escalation, repair, return-material authorisation, replacement and access to the applicable support and entitlement portals.
- Warranty and support shall be provided through legitimate manufacturer-authorized channels and registered directly with the relevant manufacturer or service provider in HKIRC's name or for HKIRC's benefit. The Successful Tenderer shall provide entitlement of certificates or equivalent evidence before acceptance.
- The Successful Tenderer shall remain the single commercial and coordination contact for all warranty and support matters and shall manage manufacturer, distributor and subcontractor escalation on a back-to-back basis without reducing the committed service levels.

5.5 Product Support SLA

- The Tenderer shall provide a support matrix stating service hours, contact channels, severity definitions, response targets, onsite attendance or replacement targets, restoration or workaround targets, escalation levels and reporting arrangements for every Product item bid.
- Priority 1 incidents shall include complete service outage, critical security exposure or failure causing material operational impact without an acceptable workaround. Priority 2 incidents shall include serious degradation, loss of resilience, or significant functionality with limited workaround. Priority 3 and Priority 4 incidents shall cover non-critical faults, information requests, and planned assistance.
- Unless a stricter product-specific requirement applies, Priority 1 incidents shall receive acknowledgement within 15 minutes. Continuous technical effort and management escalation until restoration or an acceptable workaround is provided. Priority 2 incidents shall receive acknowledgement within 30 minutes and active effort until restoration or workaround.
- SLA measurement shall commence when the incident is logged through the agreed support channel. The Successful Tenderer shall maintain incident records and provide status updates, root-cause analysis for material incidents and monthly or quarterly service reports when requested by HKIRC.

5.6 Service Availability and Service-Level Requirements

- For Items 6 to 10, the Tenderer shall state the committed monthly service availability, measurement method, monitoring arrangement, fault-reporting channel, response and restoration targets, escalation path, reporting arrangement and service-credit scheme.
- Rack and power services under Items 6 and 7 shall provide resilient A/B power arrangements, 24x7 fault reporting and escalation, capacity monitoring and service availability appropriate for continuous data-center operation.
- Connectivity services under Items 8 to 10 shall provide 24x7 monitoring and fault handling. The minimum Priority 1 response target shall be 15 minutes with restoration or workaround within four hours or continuous effort until service restoration. The minimum Priority 2 response target shall be 30 minutes with restoration or workaround within eight hours.
- The Tenderer shall state exclusions, dependency assumptions, carrier or data-center responsibilities, calculation of downtime, service-credit thresholds and the maximum service-credit amount. Repeated or material failure to meet the agreed SLA may be treated as a contractual performance failure.

5.7 Planned Maintenance and Exclusions

- Planned maintenance affecting Products or Services shall require prior written notice to HKIRC and coordination with the Designated Helpdesk Service Provider. Unless emergency action is necessary, notice shall be provided at least four weeks in advance, and the maintenance window shall be agreed by HKIRC.
- Planned maintenance shall be scheduled to minimize operational impact and shall include the purpose, affected scope, expected impact, start and end time, rollback plan, responsible contacts and risk-mitigation measures. Resilient services shall remain available through the unaffected path where technically practicable.
- Emergency maintenance shall be notified as soon as reasonably practicable and shall be limited to actions necessary to address an urgent security, safety, regulatory or service-stability risk. A post-maintenance report shall be provided upon request.
- Any SLA exclusion shall be stated expressly and shall be limited to agreed planned maintenance, force majeure, HKIRC-caused interruption or failure of an expressly identified third-party dependency outside the Successful Tenderer’s reasonable control. An exclusion shall not apply where the Successful Tenderer failed to provide required notice, mitigation, redundancy, escalation or recovery of action.

6. 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.

6.1 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 be redundant to provide maximum uptime and service. All planned maintenance shall be notified and agreed with HKIRC four weeks in advance.

In case 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 a detailed 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 more than three times per year. HKIRC also reserves the right to terminate the service if the service is provided:

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

Also, either party could terminate the contract, with 2-month notice, after 12th month of the contract.

7. 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. 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 along with the tender proposal. 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 center-top of each page in black colour. 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.

7.1 Security Vulnerability, Patch and Firmware Management

The Tenderer shall monitor and promptly assess security vulnerabilities, including vulnerabilities affecting embedded or third-party software components, applicable to every Product or Service bid under this CFT.

Upon request by HKIRC, and before delivery or written acceptance where applicable, the Tenderer shall provide the relevant manufacturer or vendor security advisory, affected product and version, vulnerability or CVE reference, exposure status, fixed software or firmware version, patch or hotfix availability, recommended remediation and any applicable workaround or compensating control.

All Products and Services shall be supplied with a currently supported and vendor-recommended security patch, firmware and software baseline, unless HKIRC agrees otherwise in writing. The Tenderer shall identify any Critical or High-severity vulnerability that remains unpatched or otherwise unresolved at delivery, installation, commissioning or acceptance.

Where a permanent vendor fix is not yet available, the Tenderer shall propose documented risk-mitigation measures, including access restriction, segmentation, virtual patching, protective signatures or other vendor-supported compensating controls where applicable, and shall apply the permanent fix within an agreed timeframe after release.

For appliances and vendor-managed platforms, security updates shall be implemented only through supported manufacturer or vendor procedures. No unsupported replacement or modification of embedded software components shall be performed without prior written approval from HKIRC.

The Successful Tenderer shall cooperate with HKIRC and the Designated Helpdesk Service Provider on vulnerability review, patch planning, testing, implementation, rollback and verification throughout the applicable warranty, maintenance or service term.

8. Project Acceptance

Project acceptance for each awarded item shall occur only after product delivery and completion of all applicable installation, configuration, commissioning, testing and full integration activities. Acceptance shall include:

- verification of quantity, brand, model, part number, serial number, licenses, subscriptions, accessories and legitimate-channel evidence;
- confirmation of manufacturer warranty registration and local support entitlement;
- completion of rack installation, power connection, cabling, configuration and connectivity provisioning, where applicable;
- successful functional, interoperability, performance, resilience, failover and connectivity testing applicable to the awarded item;
- successful integration with HKIRC's existing infrastructure and related products or services;
- delivery of configuration records, test results, as-built information, support contacts and handover documentation; and
- rectification of material defects and closure of outstanding acceptance items.

Delivery, installation, invoicing, or operational use shall not by itself constitute acceptance. Acceptance becomes effective only upon written confirmation by HKIRC.

9. 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 the Tenderer 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 under applicable rules and laws, invalidate the tender.

(2) Sub-clause (1) shall not apply 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 communications in strict confidence with its consultants or subcontractors to solicit their assistance in preparation of the tender submission.

(3) The Tenderer shall submit to HKIRC a duly signed warranty in the form set out in Appendix A confirming that the Tenderer 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 the representations or warranties by the Tenderer may prejudice the Tenderer's future standing as an HKIRC contractor.

10. Offering Advantages

(1) The Tenderer shall not, and shall procure that its employees, agents and subcontractors 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 comply with sub-clause (1), or any act of offering an advantage committed by the Tenderer or by an employee, agent or subcontractor of the Tenderer, shall, without affecting the Tenderer's liability for such failure or act, result in the tender being invalidated.

11. Ethical Commitment

Prevention of Bribery

(A) The Contractor shall not, and shall procure that its directors, employees, agents and subcontractors 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 its directors, employees, agents and subcontractors 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 internal guidelines or contractual provisions where appropriate, to ensure that its directors, employees, agents and subcontractors are aware of the aforesaid prohibition and will not, except with permission of the Organisation, solicit or accept any advantage, excessive hospitality or similar inducement in relation to the business of the Organisation.

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

Declaration of Interest

(C) The Contractor shall require its directors and employees to declare in writing to the Organisation any conflict or potential conflict between their personal or financial interests and their duties in connection with this Contract. Where such conflict or potential conflict is disclosed, the Contractor shall promptly take reasonable measures to mitigate or remove the conflict or potential conflict. The Contractor shall require its agents and subcontractors to impose similar restrictions on their directors and employees through contractual provisions.

(D) The Contractor shall prohibit its directors and employees who are involved in this Contract from engaging in any work or employment other than performance of this Contract, whether with or without remuneration, which could create or potentially give rise to a conflict between their personal or financial interests and their duties in connection with this Contract. The Contractor shall require its agents and subcontractors to impose similar restrictions on their directors and employees through contractual provisions.

(E) The Contractor shall take all necessary measures, including internal guidelines or contractual provisions where appropriate, to ensure that its directors, employees, agents and subcontractors who are involved in this Contract are aware of the requirements under sub-clauses (C) and (D).

(F) 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.

12. Schedule

Activity	Date / Requirement
Tender Issue	27 October 2026
Enquiry deadline	10 November 2026 at 12:00 noon
Tender closing for submission	17 November 2026 at 12:00 noon
Target award	By 31 December 2026, subject to tender committee approval
Delivery	Based on committed lead time after contract award

13. Payment Schedule

For product and one-off installation charges, payment will be made after successful delivery or provisioning readiness, completion of applicable installation, commissioning and integration, written acceptance and receipt of a correct invoice. The weighting below applies to the relevant product and one-off charges. Four-year maintenance and recurring service charges shall be invoiced quarterly in arrears after written activation or acceptance, unless otherwise agreed.

Payment Milestone	Weight
Upon Product Delivery or Service Provisioning Readiness	50%
Installation, Commissioning, Testing and Written Acceptance	50%
Four-Year Maintenance / Recurring Service Charges	Quarterly in arrears after written activation or acceptance, unless otherwise agreed

14. 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

HKIRC will evaluate each tender based on overall compliance with the requirements of this CFT, product and service suitability, delivery commitment, support capability, proven experience, proposed pricing and overall value to HKIRC. HKIRC may award one, multiple or all items and is not bound to accept the lowest-priced tender.

A strong tender should provide a complete and unambiguous item response, competitive four-year evaluated price, confirmed product availability, realistic, committed delivery time, authorized-channel evidence, complete BoM, relevant experience, qualified local resources and clear manufacturer-backed support and escalation arrangements.

15. Service Agreement Negotiation and Signature

Following evaluation, HKIRC may invite the selected Tenderer to clarify and finalize the scope, committed delivery time, price, service levels, acceptance requirements and contract schedules. No award is binding until the applicable purchase order, or service agreement is issued or signed by authorized representatives of HKIRC. HKIRC may award one, multiple or all individual items and is not bound to accept the lowest-priced tender.

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 of 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.

16. HKIRC Contacts

HKIRC Contact information

Contacts	
Hong Kong Internet Registration Corporation Limited Unit 501, Level 5, Core C, Cyberport 3, 100 Cyberport Road, Hong Kong +852 23192303 telephone http://www.hkirc.hk If you are unsure whom to contact, please ask the receptionist for assistance.	**Project Manager** Tom CHAN +852 23193822 tom.chan@hkirc.hk **Senior IT Manager** Eddie TSE +852 23193811 eddie.tse@hkirc.hk

Schedule 1 – Product Specifications

All specifications are mandatory unless expressly stated. Include licenses, subscriptions, optics, cables, power supplies, accessories and all items required for normal operation.

Item 1 – Load Balancers, Brand-Neutral, Qty 6

Any brand may be proposed if the following essential requirements are met or exceeded. Tenderers shall identify deviations clearly.

Feature	**Essential Requirements (unless otherwise expressly specified)**
Deployment Mode	• Shall support proxy mode, transparent mode, and triangular routing mode.
Network	• Shall support multi-gateway MNET functionality and dual-stack IPv4/IPv6 network environments, including protocol translation such as NAT46, DNS46, NAT64, and DNS64. • Shall support NAT address translation, including static address mapping, dynamic address pool, and source/destination IP translation; the IP address pool shall support algorithms such as round-robin and IP hashing. • Shall support industry-standard 802.3ad link aggregation, with active/standby link aggregation mode.

Feature	Essential Requirements (unless otherwise expressly specified)
Server Load Balancing	• Shall support virtual service types including HTTP, HTTPS, HTTP/3, TCP, DNS over TCP, DNS over UDP, Diameter, RDP, SIP over TCP, SIP over UDP, L2 MAC, L2 IP, and RTSP. • Shall support Proxy Protocol versions v1 and v2. • Shall support primary/backup real server groups; when all members in the default real server group become unavailable, the backup real server group shall be activated to provide services. • Shall support health check reflectors for performing health checks on L2 services. • Shall support configuring an HTTP URL Filter for each virtual service, providing HTTP protection based on conditions such as request length, method, specified variables, control characters, and keywords, without the need for scripting. • Shall support secure authentication proxy based on OAuth, SAML, LDAP, RADIUS, and other methods, enabling identity authentication and single sign-on for clients of virtual services without application modification.
High Availability	• Shall support dual-device hot standby deployment with automatic configuration synchronization and dual-device failover capability. • Shall support HA failover rule configuration; HA failover shall be triggered when abnormalities are detected in service availability, gateway availability, interface availability, CPU/SSL card/memory/disk/power supply/fan health status and utilization, device concurrent connection count, new connection count, as well as custom failover conditions. • Shall support session synchronization at startup and runtime for TCP/TCPS/FTP/HTTP/HTTPS protocols; device failover shall not affect application-layer session state.

Feature	Essential Requirements (unless otherwise expressly specified)
Global Server Load Balancing (GSLB)	• Shall support WAN load balancing (GSLB) with global load balancing algorithms, including round-robin, weighted round-robin, global round-robin, global weighted round-robin, IP priority, HI, drop, SNMP, round-trip time, status, least bandwidth, and alternate IP. • Shall support manual and automatic incremental and full configuration synchronization and status feedback across data centers using domestic (SM) algorithms, supporting up to 64 data centers, with sync groups performing configuration synchronization at startup and at runtime. • Shall detect the link status of data center nodes, supporting multiple probe devices to form probe groups across data centers and carrier lines, with round-robin and globally available probing strategies. • Shall support DNS and load balancing integration; through VIP reachability checks and detailed health status of the backend real servers, the system shall perform fine-grained traffic scheduling based on real-time service capacity.

Feature	Essential Requirements (unless otherwise expressly specified)
Management	• Shall support remote device management via WEB, SSH CLI, RESTful API, and XML-RPC; all configurations can be completed through the CLI. • Shall support RBAC-based administrator authorization, allowing custom roles with different permissions and role-based administrator management. • Shall support custom TCL traffic scripts, with the device WebUI supporting online script editing, syntax highlighting, and syntax checking. • Shall support login via WebUI and REST API, with configurable protocol versions including TLS 1.1, TLS 1.2, TLS 1.3, and Chinese cryptographic (SM) protocols, as well as SSL cipher suites; shall support restricting access to designated clients, and WebUI login shall support transmitting encrypted usernames and passwords.

SSL	• Shall support TLS 1.0, TLS 1.1, TLS 1.2, and TLS 1.3, and allow customizing parameters such as Early Data length and PSK token validity period for TLS 1.3. • Shall support SNI functionality, allowing different services to use different site certificates for domains associated with virtual hosts. • Shall support inserting the client IP and port during SSL negotiation. • Shall support application-layer protocol negotiation (such as HTTP/2 and HTTP/1.1) during the TLS handshake phase. • Shall support SSL renegotiation and custom renegotiation intervals. • Shall provide comprehensive traffic visualization monitoring and performance analysis, with real-time monitoring of connection count, throughput, handshake success rate, and performance during encrypted transmission, and classified statistics and comparative analysis of domestic (SM) and international algorithms. • Shall allow configuring per-domain whether access to a domain requires SSL decryption and security device inspection, and enable intelligent URL filtering through website categorization. • Shall support client certificate filtering, with matching conditions based on parameters such as issuer and subject; connections shall be rejected when the client request matches the conditions. • Shall allow controlling client requests based on HTTP URL to enforce HTTPS usage, and support conversion from one-way SSL authentication to two-way SSL authentication. • Shall support the TLS Fallback SCSV mechanism to prevent protocol downgrade attacks and ensure the preferred use of high-strength encryption protocols. • Shall be capable of binding the full session hash with the master secret during the TLS handshake phase, defending against session hijacking and handshake attacks at the protocol level.

Feature	Essential Requirements (unless otherwise expressly specified)
	• Shall support domestic cryptographic algorithms SM2, SM3, and SM4; ECC-SM4-SM3 and ECDHE-SM4-SM3 cipher suites and custom SSL cipher suite priority; and international algorithms including AES, DES, RSA, ECC, and SHA256. • Shall support post-quantum cryptographic algorithms Dilithium, Falcon, and Kyber, and post-quantum certificate management functions, including generating post-quantum certificate requests, importing post-quantum keys and certificates, and certificate viewing. • Shall support both CRL and OCSP to check certificate validity. • Shall support automatic CRL download and verification; CRL shall be downloadable via HTTP/LDAP protocols, with TLS encryption support. • Shall support OCSP stapling to optimize the certificate status query process for SSL/TLS connections. • Shall support load balancing of PKI certificate authority services, including Registration Authority (RA), Certificate Authority (CA), Key Management Center (KMC), and OCSP responder services, with health checks, and session persistence for each component service. • Shall support deploying the PKI certificate authority services (RA, CA, KMC, and OCSP responder) in active-active mode across sites, with global load balancing (GSLB) for each component service.

Feature	Essential Requirements (unless otherwise expressly specified)
Security	• Shall provide security protection including firewall functionality, policy control, NAT capability, and protection against HTTP and HTTPS flood attacks. • Shall support dynamic obfuscation of client sensitive data; dynamic obfuscation algorithms and keys shall automatically protect data submitted by end users, preventing man-in-the-middle attacks, request forgery, eavesdropping, or tampering with request packets. • Shall automatically identify URLs in application response pages and dynamically encrypt URLs returned by the server, hiding the internal directory structure of web applications from users, with page-level blacklists and whitelists controlling whether specific pages undergo dynamic obfuscation. • Shall support dynamic JavaScript code obfuscation; identical JavaScript code shall be wrapped differently on successive server responses. • Shall automatically inject dynamic client environment checking code into web pages, collecting multi-dimensional information such as device fingerprint, browser type, and user behavior to determine whether the client is a legitimate user environment.
Performance	• Shall provide maximum L4 throughput not less than 20 Gbps and maximum L7 throughput (splice) not less than 20 Gbps. • Shall support maximum L4 connections per second not less than 1M and maximum L4 concurrent connections not less than 20M. • Shall support HTTP requests per second (splice) not less than 2.5M and maximum L7 concurrent connections (splice) not less than 4M. • Shall provide maximum SSL throughput not less than 18 Gbps, maximum RSA TPS (2K certificate) not less than 50K, and maximum ECC TPS (ECDSA P256) not less than 40K.

Feature	Essential Requirements (unless otherwise expressly specified)
Hardware	• Shall be a 1U rack-mount appliance, 435 mm (W) × 576 mm (D) × 44.5 mm (H). • Shall be equipped with Hygon C86-3G processor (16 logical cores) and memory not less than 16 GB. • Shall provide configurable network interfaces, including 1GbE copper (6 ports), 1GbE fiber (4 ports), and 10GbE fiber SFP+ (4 ports). • Shall be equipped with hot-swappable, redundant 300W power supply, supporting AC 100V–240V / DC 145V–350V. • Shall support optional SSL acceleration cards for enhanced SSL performance.
Others	• Shall operate at temperature 0°C to 40°C and relative humidity 20% to 90% (non-condensing). • Shall include not less than four (4) years comprehensive product warranty covering both hardware and software, with 7x24 (24 hours a day, 7 days a week) support service throughout the warranty period. • Shall be compatible with the certificate authority system (providing RA, CA, KMC, and OCSP functions).

Mandatory Product Installation Services

The Successful Tenderer shall include and complete the following mandatory installation services as part of the fixed price for this item:

- Install and rack-mount all six load balancer appliances at the Designated Location(s), including redundant power connection, required network and management cabling, labelling and physical inspection.
- Configure management access, interface parameters, link aggregation, high-availability pairs, configuration synchronisation, health checks, virtual services and GSLB functions in accordance with the agreed design.
- Import or configure the required certificates and security settings, and integrate the appliances with the applicable CA, RA, KMC, OCSP and network services.
- Perform functional, performance, HA failover, session-persistence, GSLB, SSL/TLS and connectivity testing, rectify installation-related defects, and submit configuration backup, as-built records and test results.

Installation for this item shall be completed by suitably qualified personnel and shall be subject to HKIRC's written acceptance.

Item 2 – H3C Switches

H3C S5590-24UXMC-EI x1 and H3C S5590-28T8XC-EI x3, including power supplies, fans, interfaces, cables and four-year 7x24x4 onsite support.

Mandatory Product Installation Services

The Successful Tenderer shall include and complete the following mandatory installation services as part of the fixed price for this item:

- Rack-mount and power the core and access switches, install the required modules, optics and cables, and complete equipment and port labelling.
- Configure management access, VLANs, trunks, link aggregation, routing, redundancy and other agreed network settings, and integrate the switches with the existing network environment.
- Perform port, throughput, connectivity, redundancy and failover testing, rectify installation-related defects, and submit configuration backup, port schedule, as-built records and test results.

Installation for this item shall be completed by suitably qualified personnel and shall be subject to HKIRC's written acceptance.

Item 3 – Firewalls

Sangfor NSF-1050A-I x1 and Palo Alto PA-1410 x2 with four-year support, subscriptions, accessories and 24x7x4 replacement services.

Mandatory Product Installation Services

The Successful Tenderer shall include and complete the following mandatory installation services as part of the fixed price for this item:

- Rack-mount and power the Sangfor and Palo Alto firewall appliances, install all required interfaces, optics, cables, licences and subscriptions, and complete equipment and port labelling.
- Configure management access, interfaces, routing, high availability, security zones and the agreed baseline policies, and coordinate migration or integration with the existing security environment.
- Perform connectivity, policy, licence, HA failover and security-function testing, rectify installation-related defects, and submit configuration backup, rule/configuration records and test results.

Installation for this item shall be completed by suitably qualified personnel and shall be subject to HKIRC's written acceptance.

Item 4 – Backup Server

Dell PowerEdge R570 x1 with Xeon 6741P, 64GB RAM, 5 x 16TB SAS, BOSS-N1 RAID 1, redundant 1100W power and four-year ProSupport 4-hour onsite.

Mandatory Product Installation Services

The Successful Tenderer shall include and complete the following mandatory installation services as part of the fixed price for this item:

- Rack-mount the backup server and connect redundant power, network and management interfaces, including all required cables and labelling.
- Configure firmware, RAID, BOSS-N1 boot storage, operating system or agreed software components, management access and network settings, and integrate the server with the designated backup environment.
- Perform hardware diagnostics, storage, network, management and backup-function testing, rectify installation-related defects, and submit configuration, inventory and test records.

Installation for this item shall be completed by suitably qualified personnel and shall be subject to HKIRC's written acceptance.

Item 5 – DB Storage

NetApp ASA A20 x1 with 10 x 3.84TB NVMe SED, ONTAP One, encryption, required 10GbE interfaces and four-year 4-hour parts support.

Mandatory Product Installation Services

The Successful Tenderer shall include and complete the following mandatory installation services as part of the fixed price for this item:

- Rack-mount the storage system and shelves, install all disks, controllers, interfaces and cables, and connect redundant power and network paths with appropriate labelling.
- Configure ONTAP, storage pools, RAID/protection settings, encryption, management access, network interfaces and the agreed host or application connectivity.
- Perform capacity, path, performance, controller failover, connectivity and functional testing, rectify installation-related defects, and submit configuration backup, storage layout, as-built records and test results.

Installation for this item shall be completed by suitably qualified personnel and shall be subject to HKIRC's written acceptance.

Item 6 – Cabinet and Power, Aberdeen Data Center (Site 1)

One cabinet at The Hub, 23 Yip Hing Street, with dual A/B monitored power, PDUs, earthing, and monitoring.

Mandatory Product Installation Services

The Successful Tenderer shall include and complete the following mandatory installation services as part of the fixed price for this item:

- Provide and prepare the additional equipment cabinet, monitored A/B PDUs, earthing, cable management, labelling and the required redundant power capacity at the applicable Designated Location.
- Coordinate cabinet placement, access, cross-connects and equipment installation interfaces with HKIRC, the data-center operator and the Designated Helpdesk Service Provider.
- Perform cabinet inspection, PDU, earthing, A/B power-feed, capacity and monitoring verification, rectify provisioning defects, and submit readiness and acceptance records.

Installation for this item shall be completed by suitably qualified personnel and shall be subject to HKIRC's written acceptance.

Item 7 – Cabinet and Power, Tseung Kwan O Data Center (Site 2)

One cabinet at Towngas Data Center with dual A/B monitored power, PDUs, earthing, and monitoring.

Mandatory Product Installation Services

The Successful Tenderer shall include and complete the following mandatory installation services as part of the fixed price for this item:

- Provide and prepare the additional equipment cabinet, monitored A/B PDUs, earthing, cable management, labelling and the required redundant power capacity at the applicable Designated Location.
- Coordinate cabinet placement, access, cross-connects and equipment installation interfaces with HKIRC, the data-center operator and the Designated Helpdesk Service Provider.
- Perform cabinet inspection, PDU, earthing, A/B power-feed, capacity and monitoring verification, rectify provisioning defects, and submit readiness and acceptance records.

Installation for this item shall be completed by suitably qualified personnel and shall be subject to HKIRC's written acceptance.

Item 8 – Metro Ethernet

Two diverse 1Gbps circuits between the two data-center locations, including cross-connects, CPE(Fiber Modem with Dual Power), monitoring(Proactive Monitoring System is highly recommended), and four-year recurring charges.

Mandatory Product Installation Services

The Successful Tenderer shall include and complete the following mandatory installation services as part of the fixed price for this item:

- Provision and install both 1Gbps Metro Ethernet circuits, including carrier access, last-mile facilities, cross-connects, CPE where required, interfaces, cabling and service labelling.
- Configure the agreed handoff, VLAN, MTU and related service parameters and coordinate both endpoints with HKIRC, the data-center operators and the Designated Helpdesk Service Provider.

- Perform end-to-end bandwidth, latency, packet-loss, path-diversity, failover and restoration testing, rectify provisioning defects, and submit circuit, demarcation and commissioning records.

Installation for this item shall be completed by suitably qualified personnel and shall be subject to HKIRC's written acceptance.

Item 9 – GNet, Aberdeen (Site 1)

Two independent 1Gbps GNet circuits at The Hub, including installation, CPE, testing, 24x7 fault handling and four-year recurring charges.(Proactive Monitoring System is highly recommended)

Mandatory Product Installation Services

The Successful Tenderer shall include and complete the following mandatory installation services as part of the fixed price for this item:

- Provision and install both 1Gbps GNet circuits, including carrier access, last-mile fibre, cross-connects, CPE where required, interfaces, cabling and service labelling.
- Configure and activate the agreed handoff, VLAN, MTU, addressing and routing parameters and coordinate connection to the Government-designated GNet handoff or Point of Presence.
- Perform individual-circuit and paired-resilience, bandwidth, latency, packet-loss, routing, end-to-end access, failover and restoration testing, rectify provisioning defects, and submit commissioning records.

Installation for this item shall be completed by suitably qualified personnel and shall be subject to HKIRC's written acceptance.

Item 10 – GNet, Tseung Kwan O (Site 2)

Two independent 1Gbps GNet circuits at Towngas Data Center, including installation, CPE, testing, 24x7 fault handling and four-year recurring charges.(Proactive Monitoring System is highly recommended)

Mandatory Product Installation Services

The Successful Tenderer shall include and complete the following mandatory installation services as part of the fixed price for this item:

- Provision and install both 1Gbps GNet circuits, including carrier access, last-mile fibre, cross-connects, CPE where required, interfaces, cabling and service labelling.
- Configure and activate the agreed handoff, VLAN, MTU, addressing and routing parameters and coordinate connection to the Government-designated GNet handoff or Point of Presence.
- Perform individual-circuit and paired-resilience, bandwidth, latency, packet-loss, routing, end-to-end access, failover and restoration testing, rectify provisioning defects, and submit commissioning records.

Installation for this item shall be completed by suitably qualified personnel and shall be subject to HKIRC's written acceptance.

Item 11 – Palo Alto PA-460

Palo Alto PA-460 x4 with four-year Premium Support, Precision AI Network Security Subscription Bundle, power adapters, rack trays and 24x7x4 replacement service.

Mandatory Product Installation Services

The Successful Tenderer shall include and complete the following mandatory installation services as part of the fixed price for this item:

- Install and securely mount all four Palo Alto PA-460 firewalls using the required rack trays, power adapters, interfaces, cables and labelling.
- Activate and register the support and security subscriptions, configure management access, interfaces, routing, security zones, high availability where applicable and agreed baseline policies.
- Perform connectivity, policy, subscription, HA/failover where applicable and security-function testing, rectify installation-related defects, and submit configuration backup, entitlement evidence and test results.

Installation for this item shall be completed by suitably qualified personnel and shall be subject to HKIRC's written acceptance.

Schedule 2 – Connectivity Service Requirements

Items 8, 9 and 10 are separately bid connectivity service items. Tenderers shall provide a complete technical, commercial and service-level response for each item bid, including every one-off and four-year recurring charge.

Requirement	Item 8 – Inter-DC Metro Ethernet	Item 9 – GNet, Aberdeen (Site 1)	Item 10 – GNet, Tseung Kwan O (Site 2)
Applicable item	Item 8: two inter-data-center circuits	Item 9: two GNet circuits at The Hub	Item 10: two GNet circuits at Towngas Data Center
Service and bandwidth	Two 1Gbps Metro Ethernet circuits between The Hub, 23 Yip Hing Street, Aberdeen, Hong Kong and Towngas Data Center, Tseung Kwan O, Hong Kong.	Two dedicated 1Gbps GNet Metro Ethernet circuits at The Hub.	Two dedicated 1Gbps GNet Metro Ethernet circuits at Towngas Data Center.
Diversity	The two circuits shall be physically and logically diverse as far as practicable and shall avoid common route, duct, exchange, last-mile, CPE, cross-connect and power single points of failure.	Two independent paths. Tenderer shall disclose route, exchange, last-mile, CPE, cross-connect, power and other common dependencies.	Two independent paths. Tenderer shall disclose route, exchange, last-mile, CPE, cross-connect, power and other common dependencies.
Endpoint / handoff	State demarcation points, handoff interface, media, connector, VLAN, MTU and CPE requirements at both sites.	Connect the site to the Government-designated GNet handoff or Point of Presence. State demarcation, interface, media, connector, VLAN, MTU, IP addressing, routing and Government-side prerequisites.	Connect the site to the Government-designated GNet handoff or Point of Presence. State demarcation, interface, media, connector, VLAN, MTU, IP addressing, routing and Government-side prerequisites.
Service scope	Carrier access, last-mile facilities, cross-connects, CPE where required, installation, commissioning, monitoring, testing, fault handling, restoration and four-year maintenance.	Circuit ordering, carrier access, last-mile fibre, cross-connects, CPE where applicable, installation, commissioning, configuration, activation, monitoring and four-year maintenance.	Circuit ordering, carrier access, last-mile fibre, cross-connects, CPE where applicable, installation, commissioning, configuration, activation, monitoring and four-year maintenance.
Performance	Committed 1Gbps bandwidth; state monthly availability, round-trip latency, packet loss and jitter commitments.	Committed 1Gbps per circuit; state monthly availability, latency, packet loss and routing limitations.	Committed 1Gbps per circuit; state monthly availability, latency, packet loss and routing limitations.

Requirement	Item 8 – Inter-DC Metro Ethernet	Item 9 – GNet, Aberdeen (Site 1)	Item 10 – GNet, Tseung Kwan O (Site 2)
Testing and acceptance	Link availability, bandwidth, latency, packet loss, routing, path diversity, failover and restoration testing.	Individual-circuit and paired-resilience testing, bandwidth, latency, packet loss, routing, end-to-end GNet access, failover and restoration.	Individual-circuit and paired-resilience testing, bandwidth, latency, packet loss, routing, end-to-end GNet access, failover and restoration.
Support and SLA	24x7 monitoring and fault reporting. P1 response: 15 minutes; restoration/workaround: 4 hours or continuous effort. P2 response: 30 minutes; restoration/workaround: 8 hours. State P3/P4 commitments, escalation, reporting, maintenance exclusions and service credits.	Same minimum P1/P2 targets. State 24x7 monitoring, Government-side coordination assumptions, escalation, reporting, maintenance exclusions and service credits.	Same minimum P1/P2 targets. State 24x7 monitoring, Government-side coordination assumptions, escalation, reporting, maintenance exclusions and service credits.
Commercial response	State carrier, lead time, installation, cross-connect, CPE and four-year recurring charges for each circuit.	State carrier, lead time, installation, cross-connect, CPE and four-year recurring charges for each circuit.	State carrier, lead time, installation, cross-connect, CPE and four-year recurring charges for each circuit.
Tenderer response	Comply / Deviation / Not Bid. Attach architecture, diversity evidence, SLA and price reference.	Comply / Deviation / Not Bid. Attach architecture, diversity evidence, SLA and price reference.	Comply / Deviation / Not Bid. Attach architecture, diversity evidence, SLA and price reference.

Schedule 3 – Additional Rack and Power Requirements

Items 6 and 7 are separately bid data-center facility service items. Tenderers shall provide one additional equipment cabinet at each applicable site, together with resilient power, supporting infrastructure and complete four-year charges.

Requirement	Item 6 – Aberdeen(Site 1)	Item 7 – Tseung Kwan O(Site 2)
DC location address	The Hub, 23 Yip Hing Street, Aberdeen (Site 1)	Towngas Data Center, Tseung Kwan O (Site 2)
Dedicated caged environment	All equipment cabinets, carrier termination points, cross-connects and customer-service handoff points associated with the solution shall be located within the dedicated caged environment.	All equipment cabinets, carrier termination points, cross-connects and customer-service handoff points associated with the solution shall be located within the dedicated caged environment.
Additional equipment cabinet	Provide pricing for one (1) additional equipment cabinet within the proposed cage environment. (Flexible to add 1 more rack (6kVA) within the same cage with additional cost)	Provide pricing for one (1) additional equipment cabinet within the proposed cage environment. (Due to cage setup, existing racks power consumption up to 10kVA, but limited to 11kVA)
Cabinet and expandability	State cabinet dimensions, usable rack units, loading limit and available allocation. The cabinet shall be expandable without relocating existing equipment. State adjacent expansion space and limitations.	State cabinet dimensions, usable rack units, loading limit and available allocation. The cabinet shall be expandable without relocating existing equipment. State adjacent expansion space and limitations.
Redundant power capacity	Provide a minimum of 14 kVA redundant power capacity to support all installed equipment. State A-feed and B-feed capacity, usable redundant capacity, present availability and future expansion capability.	Provide a minimum of 10 kVA redundant power capacity to support all installed equipment. State A-feed and B-feed capacity, usable redundant capacity, present availability and future expansion capability.
Power arrangement	Dual A/B feeds with appropriately rated monitored PDUs, required socket types and quantities, earthing, capacity monitoring and alerting.	Dual A/B feeds with appropriately rated monitored PDUs, required socket types and quantities, earthing, capacity monitoring and alerting.
Capacity and constraints	State heat-load constraints, available headroom, charging basis, excess-power charges and expansion limitations.	State heat-load constraints, available headroom, charging basis, excess-power charges and expansion limitations.
Provisioning and acceptance	Rack provision, placement, PDU provision, labelling, cable management, cross-connect coordination and A/B power verification.	Rack provision, placement, PDU provision, labelling, cable management, cross-connect coordination and A/B power verification.

Requirement	Item 6 – Aberdeen(Site 1)	Item 7 – Tseung Kwan O(Site 2)
Support and SLA	Four-year rack/power service with 24x7 fault reporting and escalation. State monthly availability, P1/P2 response and restoration, planned maintenance, reporting and service credits.	Four-year rack/power service with 24x7 fault reporting and escalation. State monthly availability, P1/P2 response and restoration, planned maintenance, reporting and service credits.
Commercial response	State one-off setup, rack rental, power allocation, PDU, cross-connect, excess-power and four-year recurring charges.	State one-off setup, rack rental, power allocation, PDU, cross-connect, excess-power and four-year recurring charges.
Tenderer response	Comply / Deviation / Not Bid. Attach facility, capacity, SLA, lead-time and price reference.	Comply / Deviation / Not Bid. Attach facility, capacity, SLA, lead-time and price reference.

Form 1 – Form of Tender

We offer to supply the individual items marked Bid in Forms 2 and 3, with legitimate-channel evidence, local support and committed delivery time.

Particular	Response
Company name	
Address	
Contact	
Proposal validity	
Items bid	
Authorized signatory	
Signature / chop	
Date	
Exceptions	

Form 2 – Product Compliance and Delivery Response

Item	Specified Product	Status	Offered Model / SKU	Committed Delivery Time	Remark
1	Load Balancers, brand-neutral	Bid and Comply / Deviation / Not Bid			
2	H3C S5590 Core x 1 and Access Switches x 3	Bid and Comply / Deviation / Not Bid			
3	Sangfor NSF-1050A-I and Palo Alto PA-1410 Firewalls	Bid and Comply / Deviation / Not Bid			
4	Dell PowerEdge R570 Backup Server	Bid and Comply / Deviation / Not Bid			
5	NetApp ASA A20 DB Storage	Bid and Comply / Deviation / Not Bid			
6	Equipment Cabinet and Redundant Power, The Hub, Aberdeen	Bid and Comply / Deviation / Not Bid			

7	Equipment Cabinet and Redundant Power, Towngas Data Center, Tseung Kwan O	Bid and Comply / Deviation / Not Bid			
8	Inter-Data-Center Metro Ethernet	Bid and Comply / Deviation / Not Bid			
9	GNet Connectivity, The Hub, Aberdeen	Bid and Comply / Deviation / Not Bid			
10	GNet Connectivity, Towngas Data Center, Tseung Kwan O	Bid and Comply / Deviation / Not Bid			
11	Palo Alto PA-460 Firewalls	Bid and Comply / Deviation / Not Bid			

Form 3 – Price Schedule

Item	Description	Qty	One-Off Price	4-Year Maintenance (1 April 2028 – 31 March 2032) / Recurring	Installation	Grand Total HKD
1	Load Balancers, brand-neutral	6				
2	H3C S5590 Core and Access Switches	1 lot				
3	Sangfor NSF-1050A-I x 1 and Palo Alto PA-1410 Firewalls x 2	1 lot				
4	Dell PowerEdge R570 Backup Server	1				
5	NetApp ASA A20 Storage	1				

6	Equipment Cabinet and Redundant Power, The Hub, Aberdeen	1				
7	Equipment Cabinet and Redundant Power, Towngas Data Center, Tseung Kwan O	1				
8	Inter-Data-Center 1Gbps Metro Ethernet	2 circuits				
9	GNet 1Gbps Metro Ethernet Connectivity, The Hub, Aberdeen	2 circuits				
10	GNet 1Gbps Metro Ethernet Connectivity, Towngas Data Center, Tseung Kwan O	2 circuits				
11	Palo Alto PA-460 Firewalls	4				

Appendix A – Warranty

[start in next page]

To: Hong Kong Internet Registration Corporation Limited (HKIRC)

Dear Sir/Madam,

Warranty

(1) By submitting a tender, the Tenderer represents and warrants that in relation to the tender for Add-On Infrastructure, Security and Connectivity Products and Services:

(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 been fixed and will not fix the amount of any tender price by arrangement with any person;
(iii) it has not been 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)

CFT Reference.:

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 interests potential conflict between their personal/financial 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 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 12 - 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 **it-procurement@hkirc.hk** and **alvin.yip@hkirc.hk**; also cc eddie.tse@hkirc.hk and tom.chan@hkirc.hk
Proposal format	Specified in this document
Page count	100 pages or fewer
Font	Electronically published or typed. Times New Roman 12 point font.

- Submit to tom.chan@hkirc.hk before closing.
- Provide signed Form 1, completed Forms 2 and 3, Appendices A and B, signed NDA and policy acknowledgement.
- Provide company profile, datasheets, complete BoM, authorized-channel evidence, local support arrangement and committed delivery time.
- Provide manufacturer or service-provider warranty/support entitlement evidence, SLA schedules, escalation matrix and planned-maintenance arrangements for every item bid.
- State No Exception or attach a numbered exception schedule.
- For Items 8 to 10 where bid, provide the completed Schedule 2 response, carrier details, diversity evidence, technical architecture, SLA, lead time and complete one-off and four-year recurring charges.
- For Items 6 and 7 where bid, provide the completed Schedule 3 response, cabinet and power-capacity information, cage confirmation, expansion capability, SLA, lead time and complete one-off and four-year recurring charges.

1. 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

• Understanding of HKIRC requirements
• Technical approach and advice
• Deliverables and service levels
• Proposed price and payment schedule
• Delivery and installation timetable
• Commercial and payment terms, including compensation or service credits where applicable

2. Cover Page

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

Cover Page		
Project Title		
	CALL FOR TENDER **ADD-ON INFRASTRUCTURE, SECURITY AND CONNECTIVITY PRODUCTS**	
Project Manager	Name:	
	Title:	
	Mailing address:	
	Phone:	
	Email:	
Company	Contact person:	
	Title:	
	Company name:	
	Mailing address:	
	Phone:	
	Email:	
	Website:	

Appendix D – Procurement Agreement and Standard Terms and Conditions of Purchase

This Appendix forms part of the CFT and applies separately to each item or item group awarded by HKIRC. The accepted tender response, specifications, pricing, committed lead time, support entitlement and written clarifications shall form part of the resulting contract. Any requested amendment shall be stated clearly in the tender response.

Part A – Procurement Agreement

This **PROCUREMENT AGREEMENT** is made on this day of 202

Between

(1) **Hong Kong Internet Registration Corporation Limited** of Unit 501, Level 5, Core C, Cyberport 3, 100 Cyberport Road, Hong Kong ("**HKIRC**"); and

(2) [●] of [●] (the **"Seller"**).

It is hereby agreed as follows:

1. Interpretation

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions.

Business Day: a day, other than a Saturday, Sunday or public holiday in Hong Kong, when banks in Hong Kong are generally open for business.

Delivery Date: Tenderer will be advised based on lead time after contract award.

Delivery Location: Tenderer will be advised after contract award.

HKIRC Materials: all documents, information, items and materials in any form (whether owned by HKIRC or a third party), which are provided by HKIRC to the Seller in connection with the sale and purchase of the Asset.

Intellectual Property Rights: all intellectual property rights, including but not limited to:

(a) patents, registered and unregistered trademarks and service marks, business names, domain names, copyright, rights in designs, rights in inventions, and database rights (in each case whether or not registered);

(b) applications for any of the rights in (a) above, together with the right to apply for registration of such rights; and

(c) know how, trade secrets, confidential information, technical information, customer and supplier lists and any other proprietary knowledge and/or information of whatever nature and howsoever arising,

together with any rights or types of protection of the same, or of a similar, nature to those listed in (a), (b) or (c) which may subsist anywhere in the world.

Price: the price for the Asset as set out in Schedule 3.

Specification: the specification for the Asset, set out in Schedule 4.

1.2 Clause, paragraphs and Schedule headings shall not affect the interpretation of this Agreement.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7 This Agreement shall be binding on, and enure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

1.8 A reference to writing or written includes fax and email.

1.9 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.10 In the event there is any conflict or inconsistency among the terms of this Agreement, such conflict or inconsistency shall be resolved according to the following order of precedence shall be as follows: paragraph 23 of Schedule 1, Clauses 1 to 8 of this Agreement, paragraphs 1 to 22 of Schedule 1, Schedule 4, Schedule 2, and Schedule 3.

1.11 In addition to the paragraphs set out in paragraph 13.2 of Schedule 1, the following clauses shall continue in force despite termination of this Agreement: Clause 1 of this Agreement (Interpretation), Clause 7 (Governing law) and Clause 8 (Jurisdiction).

2. Sale and Purchase of Asset

2.1 The Seller agrees to sell, and HKIRC agrees to buy, the Asset subject to the terms and conditions of this Agreement (including but not limited to the standard terms and conditions set out under Schedule 1).

3. Price and payment

3.1 In consideration of the sale of the Asset by the Seller, HKIRC shall pay the Price accordance with the terms of this Agreement. Such Price includes all costs of packaging, delivery, carriage, out-of-pocket expenses and insurance (if any).

3.2 The Seller shall invoice HKIRC for the Price at the intervals specified by HKIRC. If no intervals are specified, the Seller shall invoice HKIRC on or after completion of the delivery.

3.3 HKIRC shall pay each invoice properly submitted to it in accordance with this Agreement by the Seller within 30 Business Days of receipt to a bank account nominated in writing by the Seller, unless such invoice is disputed by HKIRC in good faith.

3.4 HKIRC may, at any time, without notice to the Seller, set off any liability of the Seller to HKIRC against any liability of HKIRC to the Seller, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Agreement. Any exercise by HKIRC of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise.

4. Entire agreement

4.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

4.2 The Seller acknowledges that in entering into this Agreement, it has not relied on any representation, promise or undertaking (whether oral or in writing) except such as are expressly incorporated into this Agreement.

5. Variation

5.1 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

6. Counterparts

6.1 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

7. **Governing law**

7.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Hong Kong.

8. **Jurisdiction**

8.1 Each party irrevocably agrees that the courts of Hong Kong shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

[*The remainder of this page is intentionally left blank*]

Schedule 1

Part B – Standard Terms and Conditions of Purchase

9. Seller's responsibilities

9.1 The Seller warrants that:

(a) the Asset shall conform in all respects with all HKIRC standards and requirements (including Schedule 2, and the Specification) and that the Asset shall be fit for any purpose expressly or implicitly made known to the Seller by HKIRC;

(b) it has the sole legal and beneficial ownership over the title to the Asset;

(c) the Asset shall be merchantable, and of satisfactory quality;

(d) the Asset shall be free from defects, regardless of whether in design, material, installation, and workmanship;

(e) the Asset shall comply with all applicable statutory and regulatory requirements;

(f) it shall co-operate with HKIRC in all matters relating to the purchase of the Asset;

(g) it shall hold all HKIRC Materials in safe custody at its own risk and maintain HKIRC Materials in good condition until returned to HKIRC, and not dispose of or use HKIRC Materials other than in accordance with HKIRC's written instructions or authorisations;

(h) it shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under this Agreement;

(i) the use of the Asset will not, of itself, infringe the rights of any third party;

(j) it shall observe and comply with, and procure that its employees and agents observe and comply with:

(i) all directions of, or restrictions imposed by, HKIRC;

(ii) HKIRC's rules, regulations and policies; and

(iii) any applicable law and regulation affecting or relating to the sale of the Asset, or the business of HKIRC;

(k) it shall not do or omit to do anything which may cause HKIRC to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business; and

(l) it shall promptly give to HKIRC all such information and reports as it may reasonably require in connection with the sale of the

Asset or the business of HKIRC.

10. Inspection and testing of Asset

10.1 The Seller shall:

(a) carefully inspect and test the Asset before delivery to ensure that it complies with the requirements of the Specification; and

(b) if so requested by HKIRC, give HKIRC reasonable advance notice of such tests, which HKIRC shall be entitled to attend.

10.2 If, as a result of any inspection or test of the Asset, it is found that the Asset or any components comprised within it do not comply with the Specification, the Seller shall take such steps as are necessary to ensure compliance.

10.3 HKIRC may conduct further inspections and tests after the Seller has carried out its remedial actions and require the Seller to take further remedial steps if the Asset still does not comply with the Specification.

11. Delivery

11.1 The Seller shall deliver the Asset to HKIRC at the Delivery Location on the Delivery Date during HKIRC's usual business hours.

11.2 Time is of the essence as to the delivery of the Asset. If the Seller fails to deliver the Asset on the Delivery Date, HKIRC may, without prejudice to any other rights or remedies that it may have:

(a) terminate this Agreement without incurring any liability to the Seller; and

(b) hold the Seller accountable for any loss or additional costs incurred.

11.3 Delivery is completed on the completion of assembly and installation (if required) of the Asset at the Delivery Location and subject to HKIRC's confirmation of acceptance in writing.

12. Title and risk

The title and risk in the Asset shall pass to HKIRC on completion of delivery.

13. Manufacturer's warranties

13.1 To the extent that the benefit of any warranties made by the manufacturer of the Asset to the Seller can be assigned to HKIRC, the Seller shall, if requested by HKIRC and at the cost of HKIRC, assign them to HKIRC.

13.2 Until such assignment, the Seller will co-operate with HKIRC in any reasonable arrangements to provide HKIRC with the benefit of such warranties or like conditions including enforcement at the cost of and for the benefit of HKIRC.

14. HKIRC's remedies

14.1 If the Asset is not delivered on the Delivery Date, or if there is a breach of any of the obligations of the Seller, then, without limiting any of its other rights or remedies, and whether or not it has accepted the Asset, HKIRC may exercise any one or more of the following remedies:

(a) reject the Asset and return it to the Seller at the Seller's own risk and expense;

(b) require the Seller to repair or replace the Asset, and provide a full refund of the Price of the rejected Asset (if paid);

(c) recover from the Seller any costs incurred by HKIRC in obtaining substitute goods from a third party;

(d) claim damages for any other costs, loss or expenses incurred by HKIRC which are in any way attributable to the Seller's failure to carry out its obligations under this Agreement; and

(e) terminate this Agreement.

14.2 If the Asset is not delivered on or before the Delivery Date, HKIRC may at its option claim or deduct **5%** of the Price of the Asset for each week's delay in delivery by way of liquidated damages, up to a maximum of 50% of the Price. If HKIRC exercises its rights under this paragraph 6.2, it may not exercise any of the remedies set out in paragraph 6.1, in respect of the Asset's late delivery (except such remedies shall be available in respect of the Asset's condition).

14.3 HKIRC's rights and remedies under this paragraph 6 are in addition to its rights and remedies implied by statute and common law, and shall apply to any repaired or replacement Asset supplied by the Seller.

15. Intellectual Property Rights

15.1 In relation to HKIRC Materials, HKIRC (or where applicable, such other existing owner of the relevant Intellectual Property Rights) shall retain ownership of all Intellectual Property Rights in HKIRC Materials.

15.2 The Seller:

(a) warrants that the use of the Asset by HKIRC shall not, by itself, infringe the rights, including any Intellectual Property Rights, of any third party; and

(b) shall indemnify and defend the Indemnified Parties in full against all liability, loss, damage, deficiency, action, judgment, cost, claim or expense of whatever kind (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred

by the Indemnified Parties arising out of, or in connection with, the breach of paragraph 7.2(a).

16. Insurance

During the term of this Agreement, the Seller shall maintain in force, with a reputable insurance company, an appropriate insurance to cover the liabilities that may arise under or in connection with this Agreement and shall produce to HKIRC on request the insurance certificate giving details of cover.

17. Data protection

17.1 Both parties will comply with all applicable requirements of the Personal Data (Privacy) Ordinance and any other applicable law or regulation.

17.2 Without prejudice to the generality of paragraph 9.1, the Seller shall, in relation to any personal data processed in connection with the performance by the Seller of its obligations under this Agreement:

(a) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;

(b) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;

(c) notify HKIRC without undue delay on becoming aware of a personal data breach;

(d) at the written direction of HKIRC, delete or return personal data and copies thereof to HKIRC;

(e) maintain complete and accurate records and information to demonstrate its compliance with this paragraph 9 and allow for audits by HKIRC. The Seller shall provide HKIRC (and its professional advisers) with all reasonable co-operation, access and assistance in relation to each audit;

(f) indemnify the Indemnified Parties against any loss or damage suffered by the Indemnified Parties in relation to any breach by the Seller of its obligations under this paragraph 9.

18. Confidentiality

18.1 All non-public, confidential or proprietary information of HKIRC ("**Confidential Information"**), including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, registration information, pricing,

discounts, or rebates, whether disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as “confidential,” in connection with this Agreement is confidential and solely for the Seller’s use in performing this Agreement and may not be disclosed, copied or used for any other purpose unless authorized by HKIRC in writing.

18.2 The Confidential Information may be disclosed:

(a) to the Seller’s employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. The Seller shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with the obligations imposed under this paragraph 10 as if they were the Seller;

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

18.3 The Seller shall not through any failure to exercise due care and diligence, cause any unauthorized disclosure of the Confidential Information.

18.4 Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of the Seller’s breach of this Agreement; (b) is obtained by the Seller’s on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (c) the Seller can establish by documentary evidence as being in the Seller’s possession prior to HKIRC’s disclosure hereunder; or (d) was or is independently developed by the Seller without using any Confidential Information.

18.5 Upon HKIRC’s request, the Seller shall promptly return all documents and other materials received from HKIRC.

19. **Force majeure**

19.1 **Force Majeure Event** means any circumstance not within a party's reasonable control including, without limitation:

(a) acts of God, flood, drought, earthquake or other natural disaster;

(b) epidemic or pandemic;

(c) terrorist attack, civil war, riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

(d) nuclear, chemical or biological contamination; and

(e) any law or any action taken by a government or public authority with material effect on the performance of the obligations under this Agreement.

19.2 If a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (the "**Affected Party**"), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

19.3 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 8 weeks, the party not affected by the Force Majeure Event may terminate this Agreement by giving immediate written notice to the Affected Party.

20. Termination

20.1 Notwithstanding anything contrary in this Agreement, should the sale and purchase of the Asset be affected, hindered or delayed by any act or requirement of the Government of the People's Republic of China, the Government of the Hong Kong Special Administrative Region and/or the Government of the United States of America (which, for the avoidance of doubt, includes the act or requirement of any federal, state, municipal, provincial, local or other levels of governmental or regulatory entity), including but not limited to the imposition of sanctions, embargo, export or import restriction, quota or prohibition, arising out of any trade war or otherwise, HKIRC has the right to terminate, at its sole and absolute discretion, this Agreement with immediate effect without any prior notice and without any liability or penalty under the circumstances.

20.2 Without affecting any other right or remedy available to it:

(a) HKIRC may terminate or suspend this Agreement with not less than 30 calendar days' written notice; and

(b) the Seller may terminate this Agreement with not less than 30 calendar days' written notice.

21. Consequences of termination

21.1 On termination of this Agreement, or if so requested by HKIRC earlier:

(a) the Seller shall immediately return all of HKIRC Materials and Confidential Information. Until they have been delivered or returned, the Seller shall be solely responsible for the safe keeping of all HKIRC Materials and Confidential Information in its possession and will not use them for any purpose not connected with this Agreement; and

(b) the Seller shall, if so requested by HKIRC, irretrievably destroy all copies of HKIRC Materials and Confidential Information in the custody of the Seller.

21.2 Paragraphs 4, 6, 7, 10, 13, 14, 16, 18 and 20 shall continue in force despite termination of this Agreement.

21.3 Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination.

21.4 Upon termination of this Agreement prior to completion of the delivery of the Asset, the Seller shall return all deposit or other payment paid by HKIRC forthwith to HKIRC in connection with this Agreement.

22. Limitation of liability

22.1 To the maximum extent permitted under applicable law, HKIRC's total liability to the Seller shall not exceed the Price required to be paid by HKIRC to the Seller under Schedule 3.

23. Representations and warranties

23.1 Each party represents and warrants that:-

(a) it is an entity duly incorporated, validly existing and in good standing under the laws of its jurisdiction of organization and has all requisite corporate or other power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement;

(b) all actions required to be taken by it to authorize the execution, delivery and performance of this Agreement by it have been properly taken, and this Agreement constitutes its valid, legal and binding obligation, enforceable against it in accordance with its terms, except as limited by bankruptcy and other similar laws affecting creditors' rights generally and limitations on the availability of equitable remedies; and

(c) no order has been made or petition presented or resolution passed for its winding up and no distress, execution or other process has been levied on any of its assets.

24. Indemnity

24.1 The Seller shall indemnify and defend HKIRC, HKIRC's members and affiliates, and any of their officers, directors, partners, agents, attorneys, employees

and other independent contractors (collectively, "**Indemnified Parties**"), and keep indemnified the Indemnified Parties and hold them harmless, against all and any liability, loss, damage, deficiency, action, judgment, cost, claim or expense of whatever kind (including reasonable legal fees, the costs of enforcing this paragraph, and the cost of pursuing any insurance provider) suffered or incurred by the Indemnified Parties as a result of the breach of this Agreement by the Seller or its employee, subcontractors or agent, including in respect of claims:-

(a) for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the supply of the Asset;

(b) by a third party for death, personal injury or damage to property arising out of or in connection with defects in the Asset; and

(c) by a third party arising out of or in connection with the supply of the Asset, arising out of the breach, negligent performance or failure or delay in performance of this Agreement by the Seller, its employees, agents or subcontractors.

25. **Assignment and other dealings**

25.1 The Seller shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

25.2 HKIRC may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights under this Agreement.

26. **Waiver**

26.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

26.2 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

27. **Rights and remedies**

27.1 The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

28. **Severance**

28.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

29. **No partnership or agency**

29.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

29.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

30. Third party rights

30.1 Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement.

31. Compliance with law

31.1 Notwithstanding anything to the contrary in this Agreement, HKIRC reserves the right to disqualify the Seller on the grounds that the Seller 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.

31.2 HKIRC may immediately terminate this Agreement upon the occurrence of any of the following events:

32. the Seller has engaged or is engaging in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security; or

33. the continued engagement of the Seller or the continued purchase of the Asset from the Seller is contrary to the interest of national security; or

34. HKIRC reasonably believes that any of the events mentioned above is about to occur.

Schedule 2

Asset and delivery details

1. **Asset:** [To be inserted – list out details of assets]
2. **[Specifications:** The specifications are enclosed in Schedule 4.**]**
3. **Delivery Date:** Tenderer to be advised by HKIRC after contract award
4. **Delivery Location:** Tenderer to be advised by HKIRC after contract award

Schedule 3

Price and payment

1. **Price:**

   [Insert price]

2. **Payment terms:** [To be inserted]

Schedule 4

[Specifications]

[To be inserted if appropriate]

IN WITNESS WHEREOF this Agreement has been executed on the day and year first above written.

HKIRC

SIGNED by)

for and on behalf of)

Hong Kong Internet Registration)

Corporation Limited)

THE SELLER

SIGNED by)

for and on behalf of)

[Insert])

Part C – Execution and Award Particulars

Particular	Agreed Detail
CFT reference	HKIRC_CFT_DCERT2-Addon
Awarded item(s) / item group(s)	
Contractor legal name	
Contract price	As accepted in Form 3 and agreed schedules
Committed delivery / provisioning time	As accepted in Form 2 and agreed schedules
Warranty / maintenance / service term	Four years from written acceptance or activation, unless otherwise agreed
HKIRC authorised signatory / date	
Contractor authorised signatory / company chop / date	