



Group Medical Insurance 2020-2021 Request for Proposal

Version 1

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Hong Kong Internet Registration Corporation Limited

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Summary

Hong Kong Internet Registration Corporation Limited (“HKIRC GROUP”) intends to appoint a medical insurance provider to provide the Group Medical Insurance Scheme for staff and their family members for 1st March 2020 to 28th February 2021.

The specifications of service are detailed in section 4 of this document.

Parties interested in providing this service shall submit **Expression of Interest (EOI) by 16th January, 2020**. For those who have submitted EOI, they should **submit proposal** (see Appendix C) to the HKIRC GROUP **no later than 5:30pm on 5th February, 2020**.

The Medical Insurance Provider should submit Expression of Interest by email to HKIRC contacts (refer to Appendix C - HKIRC GROUP Proposal Requirements, electronic copy).

1. Definitions

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

“The Medical Insurance Provider” means the company who will provide the Services after award of contract.

“HKIRC GROUP” means Hong Kong Internet Registration Corporation Limited and its subsidiary.

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

“The Services” means the Group Medical Insurance Scheme with specifications stipulated in Section 4 of this document.

“RFP” means this Request for Proposal

“Tenderer” means the company who will submit proposal to provide the Services

2. About HKIRC GROUP

Hong Kong Internet Registration Corporation Limited (HKIRC GROUP) 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 GROUP 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 GROUP endeavours to be:

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

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

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

3. Background

HKIRC GROUP seeks to provide a group medical insurance for its employees and their family members from a reputable and a competent medical insurance provider. The proposed Group Medical Insurance Scheme shall be a comprehensive fully enhanced group medical insurance anticipated to provide all employees and their family members with quality medical and health care services. The extent of cover will however be dependent on the prevailing terms and conditions as agreed with the Insurance Company.

4. Scope of the Cover:

a. Inpatient Cover

The in-patient cover benefit shall cater for illnesses requiring hospitalization and surgical benefits. The in-patient cover benefits will be fully enhanced with the provision of benefits including but not limited to:

- Daily room and board charges;
- In-hospital doctor's visits;
- Hospital special services;
- Operating theatre fee;
- Anesthetist's fee;
- Surgical benefit;
- In-hospital specialist's fee;
- SRN nursing benefits;
- Accidental dental treatment;
- Outpatient surgery cash allowance.

b. Outpatient Cover

The out-patient cover will cater for illness not requiring admission into a hospital. The out-patient services shall provide quality services including but not limited to the following benefits:

- General practitioner's consultation;
- Diagnostic X-Ray and laboratory tests;
- Specialist's consultation;
- Prescribed medicines and drugs;
- Chinese medicine practitioner's treatment
- Chinese medicine practitioner's / Bonesetting / Acupuncture treatment;

- Dentist consultation – polishing and scaling
- Routine medical check-up
- Physiotherapy / Chiropractic treatment
- All vaccination.

For more details of the specifications, please contact our personnel listed on section 12 of this document.

5. Information Security

The Tenderer shall acknowledge and agree that, if the Tenderer is selected as the Medical Insurance Provider, it shall be bounded by our Non-Disclosure Agreement (NDA) and Information Security Policies. The Tenderer shall also comply with the obligations under the Personal Data (Privacy) Ordinance and any other obligations in relation to personal data.

The Tenderer shall be provided with a set of NDA and Information Security Compliance Statement after HKIRC GROUP received The Tenderer's Expression-of-Interest before the stipulated time. The NDA and the Information Security Compliance Statement shall be signed and returned to HKIRC GROUP attached with documents required by the Compliance Statement before the scheduled deadline. **HKIRC GROUP will only consider proposals from companies which have signed both the NDA and the Information Security Compliance Statement.**

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

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

The Tenderer shall comply with the following HKDNR security policy and guidelines, to the extent that match with their roles and responsibilities. Nonetheless, the Medical Insurance Provider hereby refers to all relevant staff members of Medical Insurance Provider under the Medical Insurance Provider's purview.

1. Information Security Policy;
2. Information Security Guideline; and
3. Information Security Classification Guideline.

Herein, HKDNR would also set the expectation of the Tenderer that upon their expression-of-interest to the project/service, they shall be required in the subsequent stages (a) to sign off a non-disclosure agreement (NDA) on all information to be provided and (b) to sign off a Compliance Statement where compliance requirements are specified in more details.

6. Anti-collusion

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

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

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

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

7. Offering Advantages

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

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

8. Ethical Commitment

8.1. *Prevention of bribery*

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

8.2. *Declaration of Interest*

- (C) The Medical Insurance Provider shall require his directors and employees to declare in writing to the Organisation any conflict or potential conflict between their personal/financial interests and their duties in connection with this Contract. In the event that such conflict or potential conflict is disclosed in a declaration, the Medical Insurance Provider shall forthwith take such reasonable measures as are necessary to mitigate as far as possible or remove the conflict or potential conflict so disclosed. The Medical Insurance Provider shall require his agents and sub-contractors to impose similar restriction on their directors and employees by way of a contractual provision.
- (D) The Medical Insurance Provider shall prohibit his directors and employees who are involved in this Contract from engaging in any work or employment other than in the performance of this Contract, with or without remuneration, which could create or potentially give rise to a conflict between their personal/financial interests and their

duties in connection with this Contract. The Medical Insurance Provider shall require his agents and sub-contractors to impose similar restriction on their directors and employees by way of a contractual provision.

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

8.3. Handling of confidential information

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

8.4. Declaration of ethical commitment

- (G) The Medical Insurance Provider 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 Medical Insurance Provider fails to submit the declaration as required, the Organisation shall be entitled to withhold payment until such declaration is submitted and the Medical Insurance Provider 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 Medical Insurance Provider employed for

Hong Kong Internet Registration Corporation Ltd

the performance of duties under this Contract are required to deposit with the Organisation a copy of the internal guidelines issued to their staff.

9. Schedule

<i>Project schedule</i>		
<i>Tasks</i>	<i>To be Completed by</i>	<i>Remark</i>
1 Publish RFP	09/01/2020	
2 Express of interest	16/01/2020	
3 Sign NDA and InfoSec Compliance Statement with all interested vendors	16/01/2020	
4 Deadline for vendors to submit proposal and quotation	05/02/2020, 5: 30pm	
5 Award Date	24/02/2020	

10. Elements of a Strong Proposal

All submitted proposal must following the format as stated in Appendix C - HKIRC GROUP 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 GROUP requirements with minimum customization
- high level of interaction between HKIRC GROUP and the vendor
- excellent fit with the capabilities and facilities of HKIRC GROUP
- strong company and project management team

11. Service Agreement Negotiation and Signature

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

The service agreement must be signed by both parties on or before 28 February 2020. If the agreement is not signed within the said period, HKIRC GROUP will start the negotiation with the next qualified vendor on the selection list.

12. HKIRC GROUP Contacts

HKIRC GROUP Contacts information

<i>Contacts</i>	
Hong Kong Internet Registration Corporation Limited Unit 501, Level 5, Core C, Cyberport 3, 100 Cyberport Road, Hong Kong +852 23192303 – telephone +852 23192626 – fax https://www.hkirc.hk	HR & Admin Manager Ms. Peon Liu +852 2319 3813 peon.liu@hkirc.hk Head of Finance & Company Secretary Mr. Clarence Lam +852 2319 3868 clarence.lam@hkirc.hk
<i>If you are not sure about the appropriate person to call, the receptionist can help you.</i>	

Appendix A – Warranty

[start in next page]

To: Hong Kong Internet Registration Corporation Limited (HKIRC GROUP)

Dear Sir/Madam,

Warranty

- (1) By submitting a tender, the Tenderer represents and warrants that in relation to the tender of Group Medical Insurance Scheme Service:
 - (i) it has not communicated and will not communicate to any person other than the HKIRC GROUP the amount of any tender price;
 - (ii) it has not fixed and will not fix the amount of any tender price by arrangement with any person;
 - (iii) it has not made and will not make any arrangement with any person as to whether it or that other person will or will not submit a tender; and
 - (iv) it has not otherwise colluded and will not otherwise collude with any person in any manner whatsoever in the tendering process.

- (2) In the event that the Tenderer is in breach of any of the representations and/or warranties in Clause (1) above, the HKIRC GROUP shall be entitled to, without compensation to any person or liability on the part of the HKIRC GROUP :
 - (i) reject the tender;
 - (ii) if the HKIRC GROUP has accepted the tender, withdraw its acceptance of the tender; and
 - (iii) if the HKIRC GROUP has entered into the contract with the Tenderer, terminate the contract.

- (3) The Tenderer shall indemnify and keep indemnified the HKIRC GROUP 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 GROUP 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 GROUP 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 Medical Insurance
Provider on their compliance with the ethical commitment
requirements**

[start in next page]

Hong Kong Internet Registration Corporation Ltd

To: Hong Kong Internet Registration Corporation Limited (HKIRC GROUP)

Contract No.:

Title:

In accordance with the Ethical Commitment clauses in the Contract:

- 1) We confirm that we have complied with the following provisions and have ensured that our directors, employees, agents and sub-contractors are aware of the following provisions:
 - a) prohibiting our directors, employees, agents and sub-contractors who are involved in this Contract from offering, soliciting or accepting any advantage as defined in section 2 of the Prevention of Bribery Ordinance (Cap 201) in relation to the business of HKIRC GROUP except with the permission of HKIRC GROUP;
 - b) requiring our directors, employees, agents and sub-contractors who are involved in this Contract to declare in writing to their respective company management any conflict or potential conflict between their personal/financial interests and their duties in connection with this Contract, and in the event that a conflict or potential conflict is disclosed, take such reasonable measures as are necessary to mitigate as far as possible or remove the conflict or potential conflict so disclosed;
 - c) prohibiting our directors and employees who are involved in this Contract from engaging in any work or employment (other than in the performance of this Contract), with or without remuneration, which could create or potentially give rise to a conflict between their personal/financial interests and their duties in connection with this Contract and requiring our agents and sub-contractors to do the same; and
 - d) taking all measures as necessary to protect any confidential/privileged information or data entrusted to us by or on behalf of HKIRC GROUP from being divulged to a third party other than those allowed in this Contract.

Signature

(Name of the Medical Insurance Provider)

(Name of the Signatory)

(Position of the Signatory)

(Date)

Appendix C – HKIRC GROUP Proposal Requirements

<i>Proposal requirements</i>	
Submission deadline	Please refer to Section 9 - Schedule, item no. 4 for the proposal submission deadline. If tropical cyclone warning signal No.8 or above or the black rainstorm warning is hoisted on the deadline date, the deadline will be postponed to the next working day without advance notice.
Delivery address	Hong Kong Internet Registration Corporation Limited Unit 501, Level 5, Core C, Cyberport 3, 100 Cyberport Road, Hong Kong
Hard copies	Sending hard copies is not mandatory. For sending hard copies, 2 copies of the full proposal are required. The proposal shall be sent to the attention of Ms. Peon Liu (HR & Admin Manager) or Mr. Clarence Lam (Head of Finance & Com. Sec.).
Electronic copy	Electronic copy is mandatory. It shall be sent by email to peon.liu@hkirc.hk and clarence.lam@hkirc.hk; also cc ben.lee@hkirc.hk
Proposal format	Specified in this document
Page count	30 pages or fewer. Stapled. Do not bind.
Font	Electronically published or typed. Times New Roman 12 point font.