

HONG KONG INTERNET REGISTRATION CORPORATION LTD.

Request for Tender on
Data Centre Relocation, Colocation
Service and Internet Service

Version 1.4
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1. SUMMARY

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

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

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

Parties interested in providing this service shall submit **Expression of Interest (EOI) by 20 March 2020**. For those who have submitted EOI, they should **submit tender** (see Appendix D) **no later than 5:30pm on 17 April 2020**.

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

2. DEFINITIONS

2.1 THE FOLLOWING TERMS ARE DEFINED AS IN THIS SECTION UNLESS OTHERWISE SPECIFIED.

Audit Committee	The committee established by the HKIRC's board of directors focusing on auditing matters. The committee members are drawn from members of the board of directors.
The Contractor	The company providing the Services requested in this RFT.
HKIRC	Hong Kong Internet Registration Corporation Limited. It is the company requesting tender for the Services.
HKDNR	Hong Kong Domain Name Registration Company Limited, a wholly-owned subsidiary of HKIRC.
ISMS	Information Security Management System. It consists of an information security organization and a set of policies, guidelines and procedures concerned with information security management.
RFT	Request for Tender
The Services	The consultancy services with requirements stipulated in section 4 of this document.
Tenderer	The company who will submit tender to provide the Services.

3. BACKGROUND

3.1 ABOUT HKIRC

3.1.1 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'.

3.1.2 HKIRC and HKDNR endeavor to be:

- (a) Cost-conscious but not profit-orientated
- (b) Customer-orientated
- (c) Non-discriminatory
- (d) Efficient and effective
- (e) Proactive and forward-looking

3.1.3 More information about HKIRC and HKDNR can be found at <https://www.hkirc.hk> and <https://www.hkdnr.hk> respectively.

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

3.2 CURRENT ENVIRONMENT DESCRIPTION

3.2.1 Currently, all our production servers are co-located in two hosting service provider's data centres, noted as Primary and Secondary Site. The two data centres are linked by 2 x Point to Point 100Mbps Metro Ethernet connections. In Secondary Site, this tender, a single WAN Multi-home Circuit with bandwidth of 100Mbps local and 10Mbps international.

4. THE REQUIRED SERVICES

The following defines the scope of service to be provided by the Contractor. There are three individual parts in this scope:-

- **Part A** – Colocation, Relocation and Facilities Management Service
- **Part B** – WAN Multi-home Circuit and Router Management Service
- **Part C** – Two Site to Site Metro Ethernet from Primary Site to New Secondary Site facility

All vendors should propose for all parts separately and there should not be any dependency for any part of the tender.

4.1 PART A – COLOCATION, RELOCATION AND FACILITIES MANAGEMENT SERVICE

4.1.1 Server Colocation Service

4.1.1.1 Server Racks Requirements

- a. The Contractor shall provide two racks with minimum 42U height, 600mm wide (between 2 outer panels) and at least 1000mm in depth. Rack mounting rail for equipment should be adjustable to accommodate different equipment mounting rail.
- b. All racks should be located on the same row, next to each other. The row shall allow addition expansion of two racks.
- c. All racks shall have lockable perforated doors at the back and the front
- d. Partition shelves should be available if required
- e. Cabling to each rack should either be fed through using either under floor (in a raised floor facility) or ceiling cable tray or trunking
- f. Power & data cabling should be in separate busways or trunkings
- g. Each rack should have cooling capacity according to the actual power supplying to the rack. Please refer to section “Power Supply Requirements”

4.1.1.2 Power Supply Requirements

- a. The Contractor shall supply at least 2.5KVA power for each rack. The Contractor shall be able to supply additional power upto 5KVA without interruption to current power feed, if and when needed.
- b. Dual power feeds from different UPS is required for each rack.
- c. Dual Power Static Transfer Switches (STS), support output of at least 20A with at least 12 female IDC socket each shall be provide for each rack for use of single power supply equipment. Exact number of STS to be confirm during contract confirmation.
- d. Each power feed should not come from the same phase
- e. Each power feed should be fed from independent breaker
- f. Each power feed should provide at least twenty 13A sockets, with additional socket available on request.
- g. All power feed must be protected from brownout, spike and surge by Uninterrupted Power Supply, with capacity to supply stable power up to 15 minutes after power failure.
- h. The Data Centre power should be backed up by Power Generators, which should be in

service within 2 minutes of any power failure.

- i. Power Generator should have fuel supply on site for 8-10 hours with contract to continuous supply for at least 7-day operation.

4.1.1.3 Environmental Control/Protection:-

- a. The Data Centre facility shall be protected by gas-based fire suppression system with pre-action dry pipe water fire suppression system.
- b. Fire detection system shall be in place. E.g. smoke and/or heat detector
- c. Water leakage detection system shall be in place to detect possible water damage due to leakage or flooding
- d. Data Center Rack Layout design should follow cold/hot aisle design.
- e. The data centre environmental conditions follow ASHRAE TC9.9 - Data Center Power Equipment Thermal Guidelines and Best Practices which can be found in https://tc0909.ashraetcs.org/documents/ASHRAE_TC0909_Power_White_Paper_22_June_2016_REVISED.pdf
- f. Air Conditioning system should provide 24x7 cooling and humidity control with redundancy in case of break down.
- g. The vendor shall provide a “Green” Data Centre environment through Green Data Centre Practices. More details on Green Data Centre Practices can be found in: http://www.ogcio.gov.hk/en/business/tech_promotion/green_computing/doc/Green_Data_Centre_Practices.pdf

4.1.1.4 Security and Access Control

- a. 24-hour Security monitoring shall be in place. CCTV monitoring and recording on common access area and entrances should be provided. All access doors of entrances shall have a security lock with access control system to record and control access.
- b. All entries and accesses to the Data Centre shall be logged and can be reviewed by HKIRC
- c. All equipment delivery and removal from the Data Centre shall be recorded
- d. Data Centre shall provide Access Control only allowing authorized person to access secured areas.

4.1.1.5 Network and Communication Facilities

- a. The facility should provide easy access for any major telecom company to provide data communication infrastructure for HKIRC. Please provide a list of company which already have lead-in or plan to have lead-in to your facility.

4.1.1.6 Location

- a. The Data Centre facility shall be within the Hong Kong Island.
- b. Location of the Data Centre facility should be easily accessible by public transports.

4.1.1.7 Miscellaneous

- a. The facility shall provide on-site “remote hand” for physical access to the HKIRC

equipment, eg. Power cycle equipment, remove/insert CD or other media, report on status of equipment (warning lights & status light), report on physical state of equipment etc.

- b. The Contractor shall have proven process and procedure for tracking issues and requests from HKIRC
- c. The Contractor shall be subject to HKIRC Security Audit as and when required by HKIRC or HKIRC external auditor.
- d. One-off and recurring cabling fee within the facility shall be provided.
- e. Report shall be made available on a monthly basis on the performance and management of the facilities.
- f. Storage handling service for handling backup media for off-site courier pickup, ie. remote hand for removal and replacement of storage media, registration for handling incoming and out going storage media.

4.1.1.8 Service Levels

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

- a. The Data Centre service is deemed failed if any of the following conditions is not met:
 - ◆ Power: Nominal Out Voltage 220V with not more than 6% distortion at full load. Frequency for 50 Hz nominal +/- 2%.
 - ◆ No concurrent power outage for the dual power sources per rack; individual power availability 99.995% per month excluding scheduled maintenance
 - ◆ Network: Internal network within datacenter, response time <2ms to any IP within data centre. Ping time to local network (HKIX) <5ms.
 - ◆ Network availability 99.99% or above per month excluding scheduled maintenance
 - ◆ Cooling and humidity control: Temperature, humidity and static control shall be in place. Temperature shall be kept at 22 degree Celsius, +/- 2 degrees. Humidity shall be between 45% and 55% with a maximum dew point of 15°C to avoid static electricity. The rate of change of temperature and humidity shall not exceed 5.5 degree Celsius and 10% relative humidity per hour. See also *Environmental Control/Protection* section.
 - ◆ If the above uptime is not met a scalable monthly penalty of up to one month service charge will be imposed.
- b. 24x7 round the clock on-site NOC support and monitoring are required.
- c. For any security breaches like break-in to data centre, racks, un-authorized access or vandalism to HKIRC equipment etc, the customer should be notified within 15 minutes according to the escalation list provided by HKIRC.
- d. Incident reports for all reported incidents shall be available within 48 hours from the report of incident
- e. All scheduled maintenance period shall be pre-notified by at least 10 days, and for major service interruption at least 4 weeks notice is needed.

4.1.2 Relocation Services

4.1.2.1 Details

- a. In case where HKIRC facilities is going to be relocated to a new Data Centre, the new service provider shall provide a relocation service including:
 - i. Decommissioning of HKIRC's servers and infrastructure.
 - ii. Physical relocation of existing HKIRC's infrastructure to the new data centre
 - iii. Re-racking of all HKIRC's infrastructure to new racks
 - iv. Relocation of HKIRC's multi-home WAN networks
 - v. Relocation of HKIRC's Inter-site link
 - vi. Re-cabling of HKIRC's infrastructure
 - vii. Re-commission of HKIRC's servers and infrastructure. Equipment de-commission and re-commission service, ie. Equipment dismount and remount, equipment packing, transportation and all subsequence labour services.
 - viii. Project management for the relocation including co-ordination between Data Centre Service Provider, WAN circuit provider etc.
- b. The contractor shall provide insurance option for personnel (3rd party) and equipment, own and 3rd party
- c. The contractor shall render support to enable all HKIRC's system and infrastructure in the new data centre. This including all parts and labour.
- d. Detailed information on relocation requirement will be given after the signing of NDA.

4.2 PART B - WAN MULTI-HOME CIRCUIT AND ROUTER MANAGEMENT SERVICE

4.2.1 Below is the requirement for WAN Multi-home Circuit and Router Management Service:

- a. **Provide two options of bandwidth : one 100 Mbps and one 1 Gbps, both with at least 10 Mbps for International.**
- b. In order to maintain the high availability of upstream networks by using different vendors, provide one WAN link from upstream providers with the exception of CITIC/CPC and WTT Telecom network.
- c. IPv4 and IPv6 enabled Internet service
- d. IPv4 and IPv6 routing service, BGP; full route
- e. At least 2 HKIX connections with minimum bandwidth of 10Gbps each
- f. Router must support Cisco rapid-pvst for the 802.1Q vlan.
- g. Router Management service
 - i. Manage all routing configuration, performance monitoring (performance criteria: CPU load < 50%, Memory < 50%).
 - ii. Need to alert HKIRC when:
 - ◆ 100% threshold reached for 1 hours
 - ◆ 95% threshold reached for more than 1 hours
 - ◆ 85% threshold reached for more than 2 days
 - iii. Penalty will be exercised if monitoring and performance is not managed or

- managed properly.
- iv 、 The Contractor is responsible for proposing solution and implementation solution on performance issue.
- v 、 Monthly report on traffic and performance statics.
- vi 、 Online Network Performance Statistic like MRTG and Network Testing Tools like ping, traceroute and looking glass.
- h. SLA.
 - i 、 $\geq 99.99\%$ uptime
 - ii 、 24x7, 2hr response time to all incident
 - iii 、 All change to be implemented within 1hr of confirmation
 - iv 、 NOC 24x7 monitoring
 - v 、 Online customer portal for access performance statistics, ticket management will be preferred.
 - vi 、 Incident Escalate procedure and ticketing system for handling and recording of incident, issue etc.
 - vii 、 Network latency: Core Network to edge router $< 10\text{ms}$
 - viii 、 Internet latency from edge to core router $< 10\text{ms}$
 - ix 、 Total packet lost, Internet $< 1\%$
 - x 、 BGP convergence time $< 5\text{minutes}$
 - xi 、 All reported incident report should be made available with 48 hours from the resolution of the incident.
- i. Support service to mitigate against network attack like DDOS; eg. IP blocking, black hole, traffic throttling etc.
- j. Single point of contact for WANs management.
- k. Integration with HKIRC existing IPv4 and IPv6 routing setup
- l. BGP Route Convergence; All WAN failover shall employ BGP Route Convergence technology using ASN. Both sites shall carry different ASN and IP addresses with prefer route set to each site. In case of failure of a site, for example the Primary Site, should have a backup route which route all traffic to the Secondary site. Details of existing setup will be available after signing-off of NDA.
- m. Proposed router must support and enable the IP SLA feature, at least 4 physical interface one for WAN, two for Site-to-site Link and one for Site Firewall. Interfaces for Site-to-site Link and one for Site Firewall must be at least 100BaseT.
- n. Provide all equipment for the above service.
- o. Provide all implementation service for the above.
- p. All network equipment shall be equipment with redundant power supplies.

4.3 PART C - TWO SITE TO SITE METRO ETHERNET FROM PRIMARY SITE TO NEW SECONDARY SITE FACILITY

4.3.1 Below is the requirement for Site to Site Metro Ethernet Service:

- a. **Provide two options of bandwidth : two 100 Mbps and two 1 Gbps**
- b. Connection Type
 - i. Ethernet with RJ45 connection
 - ii. Vendor will supply any necessary media type convertor if needed.
- c. SLA.
 - i. $\geq 99.99\%$ uptime
 - ii. 24x7, 2hr response time to all incident
 - iii. All change to be implemented within 1hr of confirmation
 - iv. NOC 24x7 monitoring at network port level
 - v. Incident Escalate procedure and ticketing system for handling and recording of incident, issue etc.
 - vi. Network latency: Point to Point < 10ms, average latency is measured as the average of 15 Minute samples as taken throughout a calendar month.
 - vii. Total packet lost 0%
 - viii. All network equipment shall be equipment with redundant power supplies.
 - ix. All reported incident report should be made available with 48 hours from the resolution of the incident.
- d. Lead-in to facility
 - i. The vendor shall provide a list of Data Centre that they already have lead in
 - ii. The vendor shall bear all lead in charges in case the chosen facility does not have an existing lead in.

4.4 IMPLEMENTATION SERVICES

The professional services for this Project should cover the following:

- 4.4.1 Network setup and testing
- 4.4.2 Equipment de-commission and re-commission service, ie. Equipment dismount and remount, equipment packing, transportation and all subsequence labour services.
- 4.4.3 Documentation for the processes and procedures like NOC Support procedures, Incident Report procedures, Incident Handling Process etc.

4.5 INFORMATION SECURITY POLICY AND GUIDELINES

- 4.5.1 The Contractor shall follow HKIRC Information Security Policy and Guidelines set out by HKIRC on personal and co-operation data security.
- 4.5.2 Contractor's Information Security Policy is subject to HKIRC review if needed.

4.6 SERVICE ACCEPTANCE

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

1. Delivery, setup of racks
2. Services provided like optional relocation services
3. Functionality of the integrated system like networks, NOC operation
4. Performance of monitoring system & reporting system
5. Quality of service provided

Under this acceptance framework, the vendor should fulfill the scope of services described in section "The Required Services". In addition, interested vendors may provide additional acceptance criteria and the related plan in detail in their tenders.

4.7 SERVICE LEVEL REPORT AND REVIEW MEETING

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

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

- 4.7.2 Review the overall service level compliance
- 4.7.3 Technical review for the overall service performance

4.8 STAFFING LEVEL, CERTIFICATION AND STANDARD

Please provide details profile on staffing for both:

- 4.8.1 Information Security related Certification of Data Centre
- 4.8.2 NOC
- 4.8.3 2nd line Support Staff

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

4.9 ACCESS TO EQUIPMENT

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

4.10 SERVICE LOCATION

4.10.1 The Services shall be provided in Hong Kong at all HKIRC's facilities including office and two data centers. The deliverables shall be delivered to the HKIRC's office.

5. LIMITATION OF LIABILITY AND INDEMNITY

The company submitting the tender agrees that if the company becomes the Contractor of the Project, it shall indemnify HKIRC and HKDNR against any claim, demand, loss, damage, cost, expense or liability which the company may suffer from.

5.1 SERVICE LEVEL AGREEMENT (SLA), SERVICE CREDITS AND CONTRACT TERMINATION

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

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

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

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

Also, either party could terminate the contract, with 3 months notice, after 18th month of the contract.

6. INFORMATION SECURITY

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

6.2 By signing and returning the Information Security Compliance Statement, the Tenderer acknowledges and agrees that, if the Tenderer is selected as the Contractor, it shall be bounded by, among others, the HKIRC Information Security Policy.

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

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

- 6.5 As tenders received by HKIRC are classified as “RESTRICTED”, Tenderers are requested to mark “RESTRICTED” at the center-top of each page in black color. The tender must be encrypted if transmitted electronically.

7. ANTI-COLLUSION

- 7.1 The Tenderer shall not communicate to any person other than HKIRC the amount of any tender, adjust the amount of any tender by arrangement with any other person, make any arrangement with any other person about whether or not he or that other person should or should not tender or otherwise collude with any other person in any manner whatsoever in the tendering process. Any breach of or non-compliance with this sub-clause by the Tenderer shall, without affecting the Tenderer’s liability for such breach rules and laws or non-compliance, invalidate his tender.
- 7.2 Section 7.1 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.
- 7.3 The Tenderer shall submit to the HKIRC a duly signed warranty in the form set out in Appendix B 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.
- 7.4 Any breach of any of the representations and/or warranties by the Tenderer may prejudice the Tenderer’s future standing as a HKIRC’s contractor.

8. OFFERING ADVANTAGES

- 8.1 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.
- 8.2 Failure to so procure or any act of offering advantage referred to in section 8.1 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.

9. ETHICAL COMMITMENT

9.1 PREVENTION OF BRIBERY

- 9.1.1 The Contractor shall not, and shall procure that his directors, employees, agents and sub-contractors who are involved in this Contract shall not, except with permission of Hong Kong Internet Registration Corporation Limited (hereafter referred to as the Organization) solicit or accept any advantage as defined in the Prevention of Bribery Ordinance (Cap 201)

in relation to the business of the Organization. The Contractor shall also caution his directors, employees, agents and sub-contractors against soliciting or accepting any excessive hospitality, entertainment or inducements which would impair their impartiality in relation to the business of the Organization. The Contractor shall take all necessary measures (including by way of internal guidelines or contractual provisions where appropriate) to ensure that his directors, employees, agents and sub-contractors are aware of the aforesaid prohibition and will not, except with permission of the Organization, solicit or accept any advantage, excessive hospitality, etc. in relation to the business of the Organization.

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

9.2 DECLARATION OF INTEREST

- 9.2.1 The Contractor shall require his directors and employees to declare in writing to the Organization any conflict or potential conflict between their personal/financial interests and their duties in connection with this Contract. In the event that such conflict or potential conflict is disclosed in a declaration, the Contractor shall forthwith take such reasonable measures as are necessary to mitigate as far as possible or remove the conflict or potential conflict so disclosed. The Contractor shall require his agents and sub-contractors to impose similar restriction on their directors and employees by way of a contractual provision.
- 9.2.2 The Contractor shall prohibit his directors and employees who are involved in this Contract from engaging in any work or employment other than in the performance of this Contract, with or without remuneration, which could create or potentially give rise to a conflict between their personal/financial interests and their duties in connection with this Contract. The Contractor shall require his agents and sub-contractors to impose similar restriction on their directors and employees by way of a contractual provision.
- 9.2.3 The Contractor shall take all necessary measures (including by way of internal guidelines or contractual provisions where appropriate) to ensure that his directors, employees, agents and sub-contractors who are involved in this Contract are aware of the provisions under the aforesaid sub-sections 9.2.1 and 9.2.2.

9.3 HANDLING OF CONFIDENTIAL INFORMATION

- 9.3.1 The Contractor shall not use or divulge, except for the purpose of this Contract, any information provided by the Organization in the Contract or in any subsequent correspondence or documentation, or any information obtained when conducting business under this Contract. Any disclosure to any person or agent or sub-contractor for the purpose of the Contract shall be in strict confidence and shall be on a “need to know” basis and extend only so far as may be necessary for the purpose of this Contract. The Contractor shall take all necessary measures (by way of internal guidelines or contractual provisions where appropriate) to ensure that information is not divulged for purposes other than that of this Contract by such person, agent or sub-contractor. The Contractor shall indemnify and keep indemnified the Organization against all loss, liabilities, damages, costs, legal costs, professional and other expenses of any nature whatsoever the Organization may suffer,

sustain or incur, whether direct or consequential, arising out of or in connection with any breach of the aforesaid non-disclosure provision by the Contractor or his directors, employees, agents or sub-contractors.

9.4 DECLARATION OF ETHICAL COMMITMENT

- 9.4.1 The Contractor shall submit a signed declaration in a form (see Appendix C) prescribed or approved by the Organization to confirm compliance with the provisions in aforesaid sub-sections 9.1.1 to 9.3.1 on prevention of bribery, declaration of interest and confidentiality. If the Contractor fails to submit the declaration as required, the Organization 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-sections 9.1.1 to 9.3.1 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 Organization a copy of the internal guidelines issued to their staff.

10. PROJECT SCHEDULE

	<i>Tasks</i>	<i>To be Completed</i>
		<i>by</i>
1	Publish RFT	13-March-2020
2	Deadline of sending Express of Interest (EOI)	20-March-2020
3	Deadline of returning signed NDA and InfoSec Compliance Statement	27-March-2020
4	Deadline for vendors to submit tender and quotation	17-April-2020
5	Conclude final decision and appoint the vendor	12-June-2020
6	Sign service agreement contract with the appointed vendor	19-June-2020
7	Service implementation	22-June-2020
8	Service commencement	1-Aug-2020

11. ENGAGEMENT OPTIONS & PAYMENT SCHEDULE

- 11.1 The tender shall be submitted on the basis of “fixed lump sum” for providing the required services outline under section 4.
- 11.2 Interested Tenderers shall provide the breakdown of (i) the cost, in Hong Kong Dollars, and (ii) man-day **of all required services** specified under section 4.
- 11.3 The Tenderers should make certain that prices quote is accurate before submitting their tender. Under no circumstances will the HKIRC accept any request for adjustment on the grounds that a mistake has been made in the proposed prices.

12. SERVICE ACCEPTANCE

- 12.1 The overall service acceptance can be broken down into acceptances at various levels: -
- (a) Services provided and their quality
 - (b) Deliverables and their quality
 - (c) Overall quality of the project/service

Under this acceptance framework, the Contractor should fulfil the scope of services described in section 4. Interested Tenderers may provide additional acceptance criteria and the related plan in detail in their tenders.

13. SERVICE AGREEMENT NEGOTIATION AND SIGNATURE

- 13.1 The service agreement will be drawn up **between the selected Contractor and HKIRC**. HKIRC welcomes the Tenderer's tender on a suitable service agreement for the project/service.
- 13.2 The service agreement must be signed by both parties within two weeks from the project/service award date. If the agreement is not signed within the said period, HKIRC will start the negotiation with the next qualified Tenderer on the selection list.

14. ELEMENTS OF A STRONG TENDER

- 14.1 All submitted tender must follow the format as stated in APPENDIX D - HKIRC TENDER Requirements.

APPENDIX A – HKIRC CONTACTS

HKIRC contacts information: -

<i>Contacts</i>	
<p>Hong Kong Internet Registration Corporation Limited</p> <p>Unit 501, Level 5, Core C, Cyberport 3, 100 Cyberport Road, Hong Kong</p> <p>+852 23192303 – telephone +852 23192626 – fax http://www.hkirc.hk</p>	<p>Infrastructure Manager Kelvin Ng +852 2319 3819 kelvin.ng@hkirc.hk</p> <p>Head of IT Ben LEE +852 2319 3811 ben.lee@hkirc.hk</p>
<p><i>If you are not sure about the appropriate person to call, the receptionist can help you.</i></p>	

APPENDIX B – WARRANTY

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 of [Data Centre Relocation, Colocation Service and Internet Service](#):
 - (a) it has not communicated and will not communicate to any person other than the HKIRC the amount of any tender price;
 - (b) it has not fixed and will not fix the amount of any tender price by arrangement with any person;
 - (c) 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
 - (d) 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:
 - (a) reject the tender;
 - (b) if the HKIRC has accepted the tender, withdraw its acceptance of the tender; and
 - (c) 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)(a) 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) :

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

Name of Tenderer in English (in Block Letters) :

Date :

APPENDIX C – DECLARATION OF ETHICAL COMMITMENT

To: Hong Kong Internet Registration Corporation Limited (HKIRC)

Contract No.: _____

Title: [Data Centre Relocation, Colocation Service and Internet Service](#)

In accordance with the Ethical Commitment clauses in the Contract:

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

Authorized Signature & Company Chop :

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

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

Name of Tenderer in English (in Block Letters) :

Date :

APPENDIX D – HKIRC TENDER REQUIREMENTS

<i>Tender requirements</i>	
Submission deadline	Please refer to section 1 for the tender 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 <u>not</u> mandatory. For sending hard copies, two identical copies of the full tender are required. The tender shall be sent to the attention of Annie Loi or Noel Ng.
Electronic copy	Electronic copy is mandatory. It shall be sent by email to annie.loi@hkirc.hk and noel.ng@hkirc.hk ; also cc kelvin.ng@hkirc.hk and ben.lee@hkirc.hk . The tender must be encrypted if transmitted electronically.
Tender format	Please refer to section D.2 below.
Page count	30 pages or fewer. Stapled. Do not bind.
Font	Electronically published or typed. Times New Roman 12 point font.

Successful Tenderer is the one who submitted a clearly worded tender that demonstrates the following attributes:

- (a) a persuasive section on the company background
- (b) international recognize certification for security audit
- (c) a strong and flexible service and tools meeting HKIRC requirements with minimum customization
- (d) high level of interaction between HKIRC and the Contractor
- (e) excellent fit with the capabilities and facilities of HKIRC
- (f) strong company and project management team

D.1 TENDER DEADLINE

All tenders must reach HKIRC as stated in section 1.

D.2 TENDER CONTENT

The tender should contain the following. Commonplace information expected under each major heading are elaborated on the next page.

1. Cover Page
2. Executive Summary
3. Conflict of Interest Declaration
4. Company Background
 - 4.1 Financial Situation
 - 4.2 Track Records
 - 4.3 Organization and management team
 - 4.4 Project team with credentials
 - 4.5 Company credentials
 - 4.6 Staff credentials
5. Methodology
6. Project management methodology
7. Understanding of our requirements
8. Knowledge and Advices on Projects/Services
9. Deliverable and Services level
10. Proposed Cost of Services and Payment Schedule
11. Implementation Time Table
12. Commercial and Payment Terms. e.g. Compensation for delay.

1. COVER PAGE

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

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

2. EXECUTIVE SUMMARY

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

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

- (a) Rationale for pursuing the project or service, the methodology/technology needed and the present state of the relevant methodology/technology.
- (b) Brief description of the Tenderer's financial situation.

- (c) Brief description of the Tenderer's facilities and experience on similar projects or services

3. CONFLICT OF INTEREST DECLARATION

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

4. COMPANY BACKGROUND

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

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

5. METHODOLOGY

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

6. PROJECT MANAGEMENT METHODOLOGY

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

7. UNDERSTANDING OF OUR REQUIREMENTS

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

8. KNOWLEDGE AND ADVICES ON PROJECTS/SERVICES

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

9. DELIVERABLE AND SERVICES LEVEL

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

10. PROPOSED COSTS OF SERVICE AND PAYMENT SCHEDULE

For each proposed service, the Tenderer should state the following items separately.

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

Such costs should include, if applicable:

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

11. IMPLEMENTATION TIMETABLE

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

12. COMMERCIAL AND PAYMENT TERMS

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

*** END ***