



24 x 7 Hotline Service for 2019-2022 Request for Proposal

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Hong Kong Domain Name Registration Company Limited**

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2. Definitions

In this document,

“HKDNR” represents Hong Kong Domain Name Registration Company Limited. It is the company wishing to outsource the hotline service operations stated in this document.

“HKIRC” represents Hong Kong Internet Registration Corporation Limited. It is the holding company of HKDNR.

‘The Service Provider’ represents the company providing hotline services on behalf of HKDNR and the service stipulated in Section 4 of this document.

“CSR” represents the person employed by the Service Provider to provide hotline service to HKDNR.

“We” or “us” means HKDNR / HKIRC

3. Overview

3.1 About HKIRC and HKDNR

HKDNR is a wholly owned subsidiary of HKIRC. It is the operation arm of the HKIRC and is responsible for the administration of Internet Domain Name under .hk and .香港 country-code top-level domain. It is also one of the accredited registrars for .hk and .香港. It assumes the responsibility of registration and assignment of Internet names ending with .hk and .香港.

HKIRC is a non-profit making company where it pays no dividends to its shareholders. It is also the registry of .hk and .香港 domains. It charges for Domain Name registrations in order to cover its operational costs. Domain Name registration fees are periodically reviewed. The Company will not scrutinize applications for Domain Names, other than in respect of technical restrictions and application qualifications. Nor will it make judgments as to whether the registration or use of a Domain Name infringes the rights of any third parties. HKIRC always employs latest technology to deliver cost-effective service to Customers.

HKIRC / HKDNR endeavors to be:

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

More information about HKIRC / HKDNR can be found on www.hkirc.hk and www.hkdnr.hk.

3.2 Request for Proposal

Hong Kong Domain Name Registration Company Limited (HKDNR) intends to seek for external call centre vendor to provide hotline services. The scope of services is illustrated in Section 4 of this document.

4. Scope of Work

4.1 The Service Provider shall provide the below services during the service period

- o 24 x 7 hotline service for 2 hotlines- providing professional service for handling the 24 X 7 hotline and to commit the service standard (refer Section 6.11). The services shall be supplied by appropriately experienced and trained personnel with appropriate skill and care in a professional manner.
- o Interactive Voice Response System (“IVRS”) – The IVRS shall provide English, Cantonese and Mandarin and be recorded by voice talents of the Service Provider. The Service Provider also updates IVRS call flow on our request and to maintain and support the system. Extract details of the current IVRS flow will be provided to the company who have submitted expression of interest and have signed both the NDA and the Information Security Compliance Statement (refer Annex A).
- o Report – the vendor shall provide Enquiry Nature Report, Enquiry Record Report, ACD and IVRS Report, Call Logging Report and Top Ten Report (refer Section 6.7). Should there be any cases that need us to follow up, the Service Provider shall email the caller information and the details to us within 15 minutes (refer Section 6.6).

Extract details of the Enquiry Call Nature Report and ACD Summary Report will be provided to the company who have submitted expression of interest and have signed both the NDA and the Information Security Compliance Statement (refer Annex B and C).

- o 100% Voice Logging – provide a complete logging of conversation during the service period. The relevant conversation shall be retrieved as a MP3 file and sent to us on our request. All voice log records shall be retained for 12-month from the call date.
- o Ongoing Training for Customer Service Representative – the Service Provider shall provide ongoing training and information update to the Customer Service Representatives or those who handle the call.
- o Web Patrol Service – the vendor shall visit our websites several times a day and perform particular actions manually. Should there be outage found, the Service Provider shall act according to our escalation and outage handling procedure. Details of the scope and procedure will be provided to the company who have submitted expression of interest and have signed both the NDA and the Information Security Compliance Statement (refer Annex D).
- o Escalation Procedure – Service Provider shall do trouble shooting. If service outage is identified, the Service Provider shall follow the escalation procedure until the service is recovered and the outage is closed. The process includes, but not limited to, calling our IT staff and Management staff, making reminder call for status update if necessary, and keeping our IT staff and Management staff update of the new situation and the preparation of outage report.
- o Email or administrative work to customers may be required in very urgent situation especially during non-office hours.

5. Service Period

The service period is from 1 June 2019 to 31 May 2022.

The agreement shall be terminated forthwith by either party by giving 3-month prior written notice to the other or if either party is in breach of its obligations and fails to take any reasonable steps to remedy such breach within fifteen (15) days of receiving a written notice.

6. Specifications of Services

6.1 Hotline Operating Hours

24 hours a day, 7 days a week and 365 days a year no matter it is a normal day, a day under black rainstorm or a day typhoon signal number 8 or above is hoisted.

6.2 Expected Yearly Call Volume

The expected answered call volume is 32,000 calls per annum (from June 2019 to May 2022, there are 3 consecutive years). Please indicate in the fee quote the annualized contract cost, the monthly payment and the charge per additional call if it is more than 32,000 calls per annum. The 32,000 calls were shared within every one year. There would be no monthly quantity requirement. Also the 32,000 calls will be shared by 2 hotlines, one is the hotline for HKDNR (2319 1313) and the other is the hotline for HKIRC (2319 2303). Please refer to Section 6.12 for more information about the arrangement of the 2 hotlines.

The Service Provider shall, based on the expected call volume, allocate adequate manpower resources for the hotline support, so as to ensure that all hotline calls are handled efficiently and in accordance with our specifications.

The market is very dynamic therefore we may launch market promotion(s) or project(s) in response to the market change at any time throughout the year. The market promotion(s) or project(s) may generate additional calls in which the quantity is hard to be predicted at this moment. Therefore the Service Provider shall provide flexibility to HKDNR and HKIRC for an increase or decrease in annual package call volume in the course of the contract period. In case we could not compromise with the new schedule, we could choose any options including the termination of contract by giving 3-month prior written notice or any other solution agreed by both parties.

In case the service is terminated, the call volume shall be reckoned on prorated basis.

6.3 Call Handling Time

The average call handled time in the Year 2017 is 3.8 minutes per call. Please note that this information is only a reference to facilitate the preparation of fee quote. The Service Provider

shall stay alert to the change and be flexible to cope with any changes in the talk time to accommodate oneself and to meet the needs of the dynamic market.

6.4 CSRs' Skills and Language Capability

Customer service aptitudes shall be professional customer service, call handling, information prompting, complaint handling skills and with basic IT/ISP/Internet knowledge. We will also provide greeting and closing messages for the CSRs to follow.

In the December 2017, there were on average 92% of the callers who selected Cantonese language in the IVRS, 5% selected English and 3% selected Mandarin. The CSRs handling the calls shall know the language selected by the caller before he/she picks the call and be capable to handle the callers with the selected language. Please also note that this information in 2017 is only a reference. The Service Provider shall stay alert to the change and be flexible to cope with any changes in demand of language and to accommodate oneself to meet the needs of the dynamic market.

6.5 Phone Line

Our current hotline number is 2319 1313 (for HKDNR) and 2319 2303 (for HKIRC). It is expected that calls from both phone numbers will be handled by the same pool of CSRs that share the same volume of calls of 32,000 calls per year. (please refer to section 6.12 for more details about the new hotline).

The Service Provider shall provide a local telephone number(s) and shall allocate adequate line resources for HKDNR & HKIRC to forward calls to the Service Provider's call centre for handling.

6.6 Call Follow-Up

In some case CSRs may not be able to provide immediate solution to callers and require follow-up action by our in-house staff, CSRs are required to issue follow-up notice by logging down information and send to us through email within 15 minutes upon receiving the call. The information shall include, but not limited to, the following fields (customizable):

e.g.

1. Name and Contact phone number of caller
 2. Service Request Name e.g. New domain application, Change of Name Server etc.
-

3. Domain Name
 4. Description of Request/Enquiries
 5. Fault Symptoms (if any)
 6. Other necessary information that facilitate the follow-up
-

6.7 Management Information Report

1. ACD and IVRS Report – showing the daily call volume with hourly presentation, average call length, number of abandoned call, number of incoming calls, number of calls handled by IVRS, number of calls handled by CSRs, number of answered calls picked within 20 seconds, language selected in the IVRS, menu selection distribution in the IVRS etc.
 2. Enquiry Record Report – showing all the call details answered by CSRs. It includes, but not limited to, the start time and end time of call, information of caller, enquiry description, solution description, satisfactory level and follow up description etc.
 3. Enquiry Nature Report – showing the breakdown of calls into different enquiry categories and the duration of case handling
 4. Call Logging Report includes, but not limited to, the information of call time, contact person name, description of case, call nature etc.
 5. Top Ten Report - showing the top ten most common questions from callers and the top ten most valuable suggestions for improvement from the CSRs every quarter.
-

6.8 System Support Service

Apart from the system setup, the Service Provider shall also offer ongoing system maintenance and project management expertise thus ensuring required application e.g. IVRS, ACD etc is running smoothly during the service period (24x7 period).

6.9 CSR Training

The Service Provider shall train up the CSRs so that they have full knowledge of service. CSRs shall also be trained when they first report duty, and in receiving additional service information. The Service Provider shall ensure continuing improvement on the CSRs' skills and knowledge.

6.10 Quality Assurance & Process Improvement

100% Voice Logging Capability

The Service Provider shall provide a complete recording of all conversations during the service period. The particular conversation(s) shall be easily retrieved for investigation and monitoring purpose. All voice log records shall be retained for 12-month from the call data.

Monitoring of CSR Performance

To ensure the provision of quality service, the supervisor of the Service Provider shall keep track of the performance of each CSR. With on-site supervision and observation, the supervisor can have a total picture of how each CSR performs thus making sure that all program requirements are met.

6.11 Expected Service Standard

The Service Provider shall commit to the following service level standards (on monthly basis) for each of the 2 hotlines, under normal operating situation:

- o **80% or more of calls handled within 20 seconds**
 - o **Call abandon Rate <5%**
-

6.12 Handling 2 Hotlines

Service Providers shall handle 2 hotlines. One is for HKDNR in which most of the calls are from domain name registrants and service partners. The other is for HKIRC in which most of the calls are from registrars and members of HKIRC. We would request the companies that submit the proposal to provide a fee quote which supports both hotlines in the proposal. Below is more information about the hotline:

- a) The service hours for both existing HKDNR and HKIRC hotlines are the same (24 hours a day and 7 days a week)
 - b) Both hotlines are supported by the same pool of CSRs.
 - c) Total inclusive call volume for both hotlines is 32,000 calls in 12-month.
 - d) All operation workflow and SLA applying to HKDNR hotline will also apply to HKIRC hotline.
 - e) The 2 hotlines have similar reporting requirement, different IVRS call flow and scripts.
-

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 (highlights of the policies are illustrated in Appendix C). 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 and Information Security Compliance Statement after HKDNR received the company’s Express-of-Interest before the stipulated time. The NDA and the Information Security Compliance Statement shall be signed and returned to us attached with documents required by the Compliance Statement before the scheduled deadline. **We will not consider proposals from companies which have not 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 our staff and our Board of Directors.

8. Ethical Commitment

8.1 Prevention of bribery

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

8.2 Declaration of Interest

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

this Contract, with or without remuneration, which could create or potentially give rise to a conflict between their personal/financial interests and their duties in connection with this Contract. The Contractor shall require his agents and sub-contractors to impose similar restriction on their directors and employees by way of a contractual provision.

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

8.3 Handling of confidential information

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

8.4 Declaration of ethical commitment

- (G) The company submitting the proposal (“the company”) shall acknowledge and agree that, if the company is selected as the Contractor, it shall be bounded by the ethical commitment clauses. The company shall submit a signed declaration in a form (see Appendix F) prescribed or approved by the Organisation to confirm compliance with the provisions in aforesaid sub-clauses (A) (B), (C), (D), (E) and (F) on prevention of bribery, declaration of interest and confidentiality. If the company fails to submit the declaration as required, the Organisation shall be entitled to withhold payment until

such declaration is submitted and the company shall not be entitled to interest in that period. To demonstrate compliance with the aforesaid sub-clauses (A), (B), (C), (D), (E) and (F) on prevention of bribery, declaration of interest and handling of confidential information, the company and the sub-contractors employed for the performance of duties under this Contract are required to deposit with the Organisation a copy of the internal guidelines issued to their staff.

9. Limitation of Liability and Indemnity

The company submitting the proposal agrees that if the company becomes the Service Provider of hotline services, it shall indemnify HKDNR and HKIRC against any claim, demand, loss, damage, cost, expense or liability which the company may suffer.

10. Schedule

Schedule		
<i>Project Schedule Tasks</i>	<i>To be completed by</i>	<i>Remark</i>
1 Publish RFP	23/1/2019	
2 Expression of Interest	31/1/2019, 5:00PM (HK Time)	Interested party shall send an email to peon.liu@hkirc.hk AND ben.lee@hkirc.hk to express your interest. Please state clearly of the company name, address and contact person information including contact person name, email address and phone number.
3 Sign NDA and InfoSec Compliance Statement, the Warranty in Appendix G and the Declaration Form on the compliance with the ethical commitment requirements in Appendix H by all interested Tenderers	13/2/2019, 5:00PM (HK Time)	
4 Deadline for Tenderers to submit proposal and quotation	21/2/2019, 5:00PM (HK Time)	
5 Selection of Contractor by panel	By 22/5/2019	
6 Sign service agreement with the appointed Contractor	By 24/5/2019	
7 Preparation of Service Set-Up by Contractor	By 27/5/2019	
8 Commencement of Service	1/6/2019	

(The above schedule may change. In that case, we will notify the companies that have expressed interest to submit proposal of the revised schedule)

11. Selection Criteria

The criteria would be weighted on company background, professional experience and reference, cost of services, region where the hotline service is provided, the number of CSRs allocated to this project and the incident response procedure.

- o Company Background (15 points)
 - Financial situation, organization and management team, and company credential (e.g. ISO certification).

- o Professional Experience and Reference (15 points)
 - The past experience and performance on similar projects serving similar size and scope. The number of year of such experience. The name of other companies and type of work the company is/was serving and the number of year your company is/was serving those companies.

- o Cost of Services (35 points)
 - The pricing and the flexibility of payment terms. We will also consider the separate fee quote provided for the setting up of the future hotline for HKIRC although this service is not included in the current scope of service.

- o Region where the hotline service is provided (10 points)
 - The region and the benefits for choosing the region. The nationality and native language of CSRs providing the services.

- o The number of CSRs allocated to this project (10 points)
 - The number of CSRs allocated to this project and the arrangement in case of manpower shortage.

- o Incident Response Procedure (15 points)
 - The threats identified that will affect the delivery of service, the preventive measures to minimize those threats and the response procedure to cope with it and what to do to shorten the duration of problem.

12. Service Agreement Negotiation and Signature

After the evaluation, HKDNR may negotiate with the Party of the highest-ranked proposal for a contract and fee. The service agreement is drawn up between the company and HKDNR. HKDNR welcomes the company to propose a suitable service agreement for this Project. HKDNR reserves the right to add terms and conditions during the contract negotiations.

If the selected company and HKDNR, after a good faith effort, simply cannot come to terms, HKDNR may terminate negotiations with the company initially selected and start another negotiation with the next highest ranked company.

13. Proposal Requirement

13.1 Deadline for Submission

Interested parties shall send an email to peon.liu@hkirc.hk AND ben.lee@hkirc.hk to express your interest. Please state clearly of the company name, address and contact person information including contact person name, email address and phone number no later than **5:00 PM (HKT), 31 Jan 2019**.

We will then send an NDA and Compliance Statement to the party to sign. The signed NDA and Compliance Statement shall arrive at HKDNR no later than **5:00 PM (HKT) 13 Feb 2019**. **HKDNR shall only consider proposals from Parties who have signed the NDA, Warranty in Annex G, Declaration Form on Compliance in Annex H and the Information Security Compliance Statement.**

The proposal must arrive at HKDNR by email to Ms. Peon Liu (peon.liu@hkirc.hk) AND Mr. Ben Lee (ben.lee@hkirc.hk) no later than **5:00 PM (HKT), 21 Feb 2019** (deadline). Please provide your email address and ensure that you will receive an acknowledgement email from HKDNR for your proposal within 7 days from the date the proposal is received by us. Please also ensure the email addresses of peon.liu@hkirc.hk and ben.lee@hkirc.hk shall all appear in this acknowledgement email either as sender email address or in the 'copied to' list.

13.2 Proposal Content

The proposal shall contain, but not limited to, the following:

- a) The cover page (you are recommended to follow the format of the covering page as at illustrate 1.1)
- b) The contact information and the name of the persons we can call upon to for any questions related to the proposal.
- c) The fee quote and payment schedule (the fee quote shall have at least 150-day validity) shall include all the charges that are required to deliver the service.
- d) The fee quote shall show the break down of fee items and the overall amount. The break down of fee item shall include:
 - i) hotline services (including reports, voice logging etc)
 - ii) IVRS Rental and maintenance
 - iii) Website Patrol (including a monthly quote at normal frequency – refer Annex D – and a per day quote of increasing frequency to once every 3 hours for ad-hoc event.)
- e) Commercial and payment terms
- f) Implementation Time Table
- g) the region for providing this hotline service and the reason and benefits for providing service in this region.
- h) The number of CSRs allocated to this project and the arrangement in case of manpower shortage.
 - i) the nationality and native language of the CSRs providing the service
- j) The fee quote shall cover the period from 1 Jun 2019 to 31 May 2022. (In case the service is terminated, the call volume shall be reckoned on prorated basis).
- k) Background of your company includes, but not limited to, the number of year your company is in this industry.
- l) The Incident Response Procedure which will show the threats identified that will affect the delivery of service, the preventive measures to minimize those threats and the response procedure to cope with it and what to do to shorten the duration of problem.
- m) The professional experience and customer reference of your company including the name of companies serving, the types of service offering to them and the number of year your company is/was serving these companies.
- n) If there are any areas in this RFP document that your company could not provide, or your company has an alternative way of doing so, please state and highlight.
- o) Email address for receiving our acknowledgement email.

13.3 Things to Note

- o We may require any candidates submitting proposal to provide more information or may invite any candidates for interview(s) or presentation during the evaluation process.

- o We reserve the right to reject any or all proposals, in whole or in part, to advertise for new proposals, to accept any proposal terms it deems to be in our best interest, waive any minor discrepancies in evaluation and selection procedures, and to cancel this outsourcing at any time prior to the execution of the written contract.

- o Email address provided shall not be a free email service email addresses e.g. hotmail, gmail, yahoo mail etc.

Illustrate 1.1- Cover Page

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

<i>Cover Page</i>	
Project Title	24 x 7 Hotline Service for 2019 - 2022
Project Manager	Name:
	Title:
	Mailing Address:
	Phone:
	Fax:
	Email:
Company	Contact Person:
	Title:
	Company Name:
	Mailing Address:
	Phone:
	Fax:
	Email:
	Website:

<i>Proposal Requirements</i>	
Submission deadline	5:00 PM (HKT), 21 Feb 2019
Delivery address	Hong Kong Domain Name Registration Company 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 Peon Liu (Human Resources and Administration Manager) or Ben Lee (Head of IT).
Electronic copy	Electronic copy is mandatory. It shall be sent by email to peon.liu@hkirc.hk and ben.lee@hkirc.hk ; also cc to noel.ng@hkirc.hk .
Proposal format	Specified in this document
Page count	30 pages or fewer. Stapled and do not bind (if sending hard copies)
Font	Electronically published or typed. Times New Roman 12 point font.

14. HKDNR Contacts

The contact details of the key personnel involved with this RFP are as follows. In the first instance, please direct all questions via email to noel.ng@hkirc.hk.

<i>Contacts</i>	
<p>Hong Kong Domain Name Registration Company Limited Unit 501, Level 5, Core C, Cyberport 3, 100 Cyberport Road, Hong Kong</p> <p>+852 2319 1313 – telephone +852 2319 2626 – fax http://www.hkdnr.hk</p>	<p>Operations Manager Noel NG +852 2319 3816 noel.ng@hkirc.hk</p> <p>Acting CEO Bonnie CHUN +852 2319 3808 bonnie.chun@hkirc.hk</p>
<p><i>If you are not sure about the appropriate person to call, the receptionist can help you.</i></p>	

Annex A

Current IVRS Flows

[Extract details of the Current IVRS Flows will be provided after signing off NDA and the Information Security Compliance Statement]

Annex B

Enquiry Call Nature Report

[Extract details of the Enquiry Call Nature Report will be provided after signing off NDA and the Information Security Compliance Statement]

Annex C

ACD Summary Report

[Extract details of the ACD Summary Report will be provided after signing off NDA and the Information Security Compliance Statement]

Annex D

Web Patrol Service

[Extract details of the Scope and Procedure of Web Patrol Service will be provided after signing off NDA and the Information Security Compliance Statement]

Annex E

HKDNR Information Security Policy and Guideline (an extract relevant to Outsourcing)

<There may be updates at times in different areas. Please refer to the one you signed>

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

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

Herein, HKDNR/HKIRC would also set the expectation of any potential contractors that upon their indication of interest to the project, they shall be required in the subsequent stages (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.

(A) Extract from the HKDNR/HKIRC Information Security Policy

8. HUMAN RESOURCES SECURITY

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

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

8.1.2 Background verification checks on all candidates for employment, contractors, and

third party users shall be carried out in accordance with relevant laws, regulations and ethics, and proportional to the business requirements, the classification of the information to be accessed, and the perceived risks.

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

8.2 DURING EMPLOYMENT

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

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

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

8.3 TERMINATION OR CHANGE OF EMPLOYMENT

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

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

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

12. INFORMATION SYSTEMS ACQUISITION, DEVELOPMENT AND MAINTENANCE

12.5.5 Outsourced software development shall be supervised and monitored by the organization

13. INFORMATION SECURITY INCIDENT MANAGEMENT

13.1 Reporting information security events and weaknesses

Security objective: To ensure information security events and weaknesses associated with information systems are communicated in a manner allowing timely corrective action to be taken.

13.1.2 All employees, contractors and third party users of information systems and services shall be required to note and report any observed or suspected security weaknesses in systems or services.

(B) Extract from the HKIRC Information Security Guidelines

6. ORGANIZING INFORMATION SECURITY

6.2 EXTENRNAL PARTIES

6.2.1 Identification of Risks Related to External Parties

The risks to the organization's information and information processing facilities from business processes involving external parties should be identified and appropriate controls implemented before granting access.

6.2.3 Addressing Security in Third Party Agreements

Agreements with third parties involving accessing, processing, communicating or managing the organization's information or information processing facilities, or adding products or services to information processing facilities should cover all relevant security requirements.

7. ASSET MANAGEMENT

7.1.3 Acceptance Use of Assets

Rules for the acceptable use of information and assets associated with information processing facilities shall be identified, documented, and implemented.

8. HUMAN RESOURCES SECURITY

8.1.1 Roles and Responsibilities

Security roles and responsibilities of employees, contractors and third party users shall be

defined and documented in accordance with the organization's information security policy.

8.1.2 Screening

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

8.1.3 Terms and Conditions of Employment

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

8.2.1 Management Responsibilities

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

12. INFORMATION SYSTEMS ACQUISITION, DEVELOPMENT AND MAINTENANCE

12.5.5 Outsourced Software Development

Outsourced software development shall be supervised and monitored by the organization.

Annex F

Probity Clauses

Probity Clauses in Tender/ Quotation Invitation Documents

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.

Anti-collusion

- (1) The Tenderer shall not communicate to any person other than the Hong Kong Domain Name Registration Company Limited ("HKDNR") 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 HKDNR a duly signed warranty in the form set out in Appendix E 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 HKDNR contractor.

Annex G

Warranty

To: Hong Kong Domain Name Registration Company Limited (“HKDNR”)

Dear Sir/Madam,

Warranty

- (1) By submitting a tender, _____ [the name of your company] (the “Tenderer”) represents and warrants that in relation to the tender of 24x7 Hotline Services for 2019-2022:
- (i) it has not communicated and will not communicate to any person other than the HKDNR 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, HKDNR shall be entitled to, without compensation to any person or liability on the part of the HKDNR:
- (i) reject the tender;
 - (ii) if HKDNR has accepted the tender, withdraw its acceptance of the tender; and
 - (iii) if HKDNR has entered into the contract with the Tenderer, terminate the contract.
- (3) The Tenderer shall indemnify and keep indemnified HKDNR against all losses, damages, costs or expenses arising out of this Warranty in relation to any breach of any of the representations and/or warranties in Clause (1) above.
- (4) Clause (1) shall have no application to the 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

HKDNR 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 HKDNR 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 Authorised to Sign (in Block Letter): _____

Name of your company in English (in Block Letters): _____

Date: _____

Annex H

Declaration Form on the Compliance with the Ethical Commitment Requirements

To: Hong Kong Domain Name Registration Company Limited (HKDNR)

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

- 1) We confirm that we have complied with the following provisions and have ensured that our directors, employees, agents and sub-contractors are aware of the following provisions:
 - a) prohibiting our directors, employees, agents and sub-contractors who are involved in this Contract from offering, soliciting or accepting any advantage as defined in section 2 of the Prevention of Bribery Ordinance (Cap 201) in relation to the business of HKDNR except with the permission of HKDNR;
 - 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 HKDNR from being divulged to a third party other than those allowed in this

Contract.

Signature:

_____ (Name of the company)

_____ (Name of the Signatory)

_____ (Position of the Signatory)

_____ (Date)