

## **Tender Document**

### **Phase I of the Smart Educational Administration System Project**

**for**

**Hong Kong Chu Hai College,  
80 Castle Peak Road, Castle Peak Bay,  
Tuen Mun, Hong Kong**

**Hong Kong Chu Hai College Limited**

Jan 2024

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## SECTION ONE: INFORMATION TO TENDERERS

### 1.1. Preambles

The purpose and intent of this “Information to Tenderers” is to facilitate the tenderers to submit tender for providing accounting system and after sales service support at Hong Kong Chu Hai Collage (the “HKCHC”). in Hong Kong, Tuen Mun, New Territories.

The tender document consists of:

- 1) Information to Tenderers;
- 2) Functional and Technical Specification Requirements;
- 3) Scope of Work;
- 4) Tender Evaluation;
- 5) Terms and Conditions of Agreement

The tenderer shall check the number of pages of all the documents attached. Should there be any missing or indistinct pages, the tenderer shall inform the Employer at once and have the same rectified.

Should the tenderer for whatsoever reason be in doubt as to the precise meaning of any description or item, clarification shall be made for correct meaning before the closing time for tender submission.

### 1.2. The Site

The Site for the Works are located at the School Campus, Hong Kong Chu Hai College, 80 Castle Peak Road, Castle Peak Bay, Tuen Mun, New Territories, Hong Kong as confined within the building lot.

### 1.3. Tender Inquires

Any inquiries from tenderers concerning this tender shall be directed to the HKCHC and attention to fo@chuhai.edu.hk.

### 1.4. Tender Closing Date

All tenders must be submitted complete, entire and in the required to HKCHC not later than **15:00 p.m. on 09 02 2024 (Friday)**. Tenders received after the closing time will NOT be accepted.

Please note that the closing time and date shall automatically be deferred to 3:00 pm on the next earliest possible working day if Tropical Cyclone Warning Signal No. 8 or above is hoisted or Black Rainstorm Warning is announced by the Government before and remains hoisted beyond the closing time. However, the closing time and date will remain unchanged should the Tropical Cyclone Warning Signal No. 8 or above or Black Rainstorm Warning be lowered or withdrawn two hours or more before the specified closing time.

Should a tenderer discover a genuine error in the tender after it has been deposited, written amendment submitted on or before the closing time of the tender submission may be accepted.

### 1.5. **Delivery of Tenders**

One set of original and 2 sets of copy must be submitted by hand, courier delivery or registered mail. One set should be marked “Original” and the other two sets marked “Copy”. In the event of any discrepancy between the copies, the “original” one will be taken as the true Tender.

The tender is to be submitted in a sealed envelope labeled “Tender of Phase I of the Smart Educational Administration System Project for Hong Kong Chu Hai Collage” and “Private & Confidential” and be addressed to the following:

Company	Hong Kong Chu Hai Collage Limited
Address	E701, 7/F, Chu Hai College, 80 Castle Peak Road, Castle Peak Bay, Tuen Mun, New Territories, Hong Kong
Contact	Finance Office
Tender Box Location	Registrar’s Office, Chu Hai College, 80 Castle Peak Road, Castle Peak Bay, Tuen Mun, New Territories, Hong Kong

### 1.6. **Confidentiality Provision**

The terms of this tender and all other information provided by us in connection with this initiative are to be treated by your company as strictly confidential and proprietary. Such materials are to be used by your company solely for the purpose of responding to this tender. Access to this information shall not be granted to third parties except on prior written consent of HKCHC and upon the written agreement of the intended recipient to treat the same as confidential. We may request at any time that any of our material be returned or destroyed at our election.

### 1.7. **This Tender is NOT an Offer to Agreement**

This tender is not an offer to agreement, nor should it be construed as such. It is a definition of specific requirements of HKCHC and an invitation to recipients to submit a responsive proposal addressing such requirements. The Company reserves the right to make no selection and enter into no agreement as a result of this tender. Only the execution of a written agreement between the Company and a Tenderer will obligate the Company in accordance with the terms and conditions contained in such agreement.

### 1.8. **Your Response to this Tender Constitutes an Offer to do Business**

It should be understood that your responsive to this tender constitutes an offer to do

business on the terms stated in your proposal and should an agreement be awarded to you, the Company may, at its option, incorporate all or any part of your proposal to this tender in the agreement. The Company reserves the right to accept your offer without further discussions and without any additional opportunity for you to amend, supplement or revise your submitted offer after Tender Closing Date.

**1.9. Rights Of Hong Kong Chu Hai Collage Limited**

The Company reserves the right to reject all proposals, to accept one which is not at the lowest cost or one which provides a lesser or larger range of services than indicated in this tender.

The Company is not bound to give any explanation or reason for the rejection of any of the proposals or for the award or non-award of the agreement to any or none of the tenderers.

**1.10. Incurred Expenses & Property Rights**

This tender does not commit or obligate the Company to pay any expenses incurred by you in the preparation of your proposal. All such expenses are solely at the risk of the tenderer. By submitting your tender you agree that all proposals to this tender shall become the property of the Company.

**1.11. Non-Use of Hong Kong Chu Hai Collage Name**

You shall not use the names, trademarks, or proprietary indicia of HKCHC nor its parent corporation, subsidiaries or affiliates as a reference, or in any advertising, announcement, press release or promotional materials, including testimonials, quotations, case studies, and other endorsements. No exceptions are granted without prior written consent from the Company.

**1.12. Media Release**

In addition to obligations under your existing confidentiality agreement with the Company, you will not make (or cause to be made) any public announcement relating to this tender or the Company evaluation process, and shall not otherwise publicize, confirm the existence of or comment on this tender in any manner, without the express written consent of the Company.

**1.13. Gifts or Payments**

Tenderers shall not offer, agree to give or give any gift or consideration of any kind to any employee or representative of the Company or its affiliated enterprises as an inducement or reward for any act, including, without limitation, refraining from an act and showing favour or disfavour to any person or entity, in relation to the evaluation and consideration of this proposal or award of this or any other agreement by HKCHC.

## SECTION TWO: FUNCTIONAL AND TECHNICAL SPECIFICATION REQUIREMENTS

### Functional Requirements

#### Registration Application System

1. Registration Function Module
  - User Registration Feature
  - Account Verification Feature
2. Application Information Submission Module
  - Provides an online application form for completion
  - The form should be capable of saving progress, allowing users to complete it in multiple sessions
3. Front-end Validation Module
  - Implements real-time input validation for forms
  - Backend data validation as a secure double-check mechanism
  - Logging and error handling
  - Sends confirmation notifications to users upon submission
4. File Upload Function Module
  - Provides an online interface for file management
  - Automatically verifies the format of uploaded files for compliance
  - Offers clear error prompts for files not meeting format requirements
5. Payment Module
  - Implements the functionality for online payment of application fees and tuition
  - Provides detailed payment instructions and procedural information
  - Displays real-time updates on the user's payment status
  - Generates payment records and electronic invoices
  - Supports downloading and printing of invoices
6. Application Status Tracking Function Module
  - Displays the status of each stage of the application
7. Notification Push Module
  - Automatically sends updates on the application status to users
  - Implements automatic sending of admission results
  - Provides a notification reception feature for additional materials request
8. Multilingual Support
  - Supports interfaces in Simplified Chinese, Traditional Chinese, and English
  - Multilingual selection feature, allowing users to switch languages as required

### **Qualification Review System**

1. Information Comparison Module
2. AI Preliminary Screening Module
3. Faculty Review Management Module
4. Registrar's Office Review Module

### **Interview Assessment System**

1. Integration with Interview Meeting System
2. Interview Preparation and Scheduling
3. Multi-round Interview Assessment and Reporting
4. Interview Process Recording and Video Capture
5. Interview Summary Reporting
6. Interview Evaluation and Admission Decisions
7. Admission Notification and Confirmation
8. Quota and Validity Period Management

### **Decision Management System**

1. Application Management Module:
  - View and manage applicant information
  - Batch import and export of application data
  - Screen and filter applicants
  - Send interview and admission notifications
  - Record application status and progress
  - Workflow node functionality
2. Permission Management Module
  - User permission management feature
  - Role and permission assignment feature
3. Email Notification Module
  - Automated email notification sending
  - Customizable email templates and content
  - View email sending logs and status
4. Data Analysis and Statistics Module
  - Generate recruitment data statistical reports
  - Produce interview assessment reports and candidate ranking reports
  - Provide charts and visual data presentations
5. System Settings Module
  - Configure recruitment processes and their statuses
  - Set interview evaluation criteria and weights
  - Configure interview video storage and backup strategies

#### 6. Management Module

- Setting feature
- Allocation feature
- Monitoring feature
- Management feature
- Validity period management feature

#### 7. Multilingual Support

- Supports Chinese and English interfaces, allowing users to switch languages as needed

### **Report Analysis System**

#### 1. Report Collection Module

- Capability to gather and organize reports from various sources
- Support for batch upload and management of report files

#### 2. Report Analysis Module

- Tools for analyzing report data
- Customizable filters and analysis parameters
- Feature to highlight trends and patterns within data

#### 3. Report Generation Module

- Automated report generation based on analysis
- Template customization for different types of reports
- Export options for generated reports in various formats

#### 4. Visualization and Reporting Module

- Interactive visualization tools for data presentation

#### 5. Bilingual Language Support

- Option to toggle between English and Chinese language interfaces
- User-friendly language switch feature for accessibility and ease of use

### **User Behavior Analysis System**

#### 1. User Behavior Logging Module

- Functionality for recording user activity logs
- Log querying and analysis capabilities

#### 2. Log Auditing Module

- Log auditing features
- Anomaly detection and analysis functionalities

#### 3. Log Reporting Generation Module

- Functionality for generating log reports
- Report exporting and sharing capabilities

#### 4. Log Security and Access Control Module

- Log access permission management features
  - Log encryption and protection functionalities
5. Real-time Monitoring Module
    - System operational status monitoring features
    - Resource utilization monitoring capabilities
  6. Troubleshooting and Optimization Module
    - Fault diagnosis and troubleshooting functionalities
    - System performance optimization features
  7. User Privacy Compliance Module
    - User data privacy protection features
    - Compliance review and management functionalities

### **Payment System**

1. Payment System Integration
  - Management of payment records
  - Updates on payment status
  - Handling of payment discrepancies and errors
2. Applicant Status Management
  - Updates on applicant payment status
  - Tracking of payment status throughout the application process
3. Financial Reporting
  - Reporting on incoming payments
  - Management and processing of refunds
4. Payment System Integration
  - Integration with various payment platforms
  - Payment security and fraud monitoring systems

### **Middleware Databases**

1. Database: MySQL
2. Database: MongoDB
3. Hybrid Deployment Solution for Databases in both Cloud and On-Premises Environments
4. Database Backup Strategy
5. Integration Scheme for Legacy and Modern Databases



## Technical Requirements

1. Delivery of source code along with corresponding documentation is required.
2. The system should support privatized deployment, ensuring high availability and scalability.
3. Encryption and multi-factor authentication should be utilized to secure data transmission and access.
4. The system should possess robust cross-platform capabilities, supporting mainstream operating systems and mobile devices.

### Backend Technology Stack

Programming Languages and Frameworks:

- Mainstream backend development languages such as Python, Java, and Go.
- Use of mainstream backend frameworks associated with the chosen development language, for example, Python Django.

Databases:

- MongoDB: A NoSQL database, used for storing application data.
- MySQL: A relational database management system, used for storing structured data in a fixed format.

Caching Mechanism:

- Redis: Employed as a data caching system to enhance system access speed and efficiency.

Message Queue:

- Kafka: Utilized for processing real-time data streams and message queuing.

File Storage:

- OSS (Object Storage Service): Used for storing files and images.

Authentication Mechanism:

- SSO (Single Sign-On) in combination with OIDC (OpenID Connect) and JWT (JSON Web Tokens) for secure authentication.

Unit Testing:

- unittest: A unit testing framework used for writing and executing backend unit tests.

### Frontend Technology Stack

Frameworks:

- NextJS: A React framework for server-side rendering (SSR).
- Vuxt/VUE3, with support for server-side rendering.

State Management:

- Jotai: A simple yet powerful state management library.
- Or other state management components from the Vue ecosystem.

UI Component Libraries:

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- MUI (MaterialUI)
- ElementUI
- Ant Design (Antd)
- Other mature UI component libraries.

#### Development Requirements:

- Pages should be developed with maximum component reuse in mind, abstracting common components and business units to facilitate feature iteration and updates post-delivery.
- Best practices in modern frontend development and modern dependency libraries should be utilized as much as possible.

### AI Technical Requirements

Programming Languages: Python or C++

Machine Learning Libraries: PyTorch, TensorFlow, etc.

Model Deployment: Can be deployed using Docker, virtual machines.

#### Basic AI Service Functional Requirements:

##### Automatic Speech Recognition (ASR):

- Performance should be at the forefront in public evaluations on mainstream test sets such as WenetSpeech, SpeechIO, Gigaspeech.
- Real-Time Factor (RTF) should be leading compared to other open-source frameworks in the industry.
- Concurrency levels must meet business requirements with a certain margin for redundancy.

##### Optical Character Recognition (OCR):

- Performance should be at the forefront in public evaluations on mainstream test sets such as Benchmarking Chinese Text Recognition, SVT, ICDAR2013.
- API response time should be at an industry-leading level.
- Concurrency levels must meet business requirements with a certain margin for redundancy.

##### Large Language Models:

- Performance should be at the forefront in public evaluations on mainstream test sets such as MMLU, CMMLU.
- API response time should be at an industry-leading level.
- Concurrency levels must meet business requirements with a certain margin for redundancy.

### API Design

#### Style:

- Restful: The API design adheres to the REST architectural style.

#### Data Format:

- JSON: All API requests and responses are exchanged in JSON format.

#### Standardization:

- Unified status codes, response codes, and message body structures.

Documentation:

- yapi: Frontend API documentation should be auto-generated through the yapi tool.
- OpenAPI: The system provides interface documentation that conforms to the OpenAPI specifications, facilitating API integration.

**Logging Service**

- Elasticsearch: Used for indexing, searching, analyzing, and storing log data.

**Deployment Requirements**

Containerization:

- Docker: Containerization of applications.
- Kubernetes (k8s): Container orchestration and management.

Scalability:

- The deployment system should support horizontal scaling to ensure that applications can scale automatically or manually based on load.

High Availability and Disaster Recovery:

- High availability and disaster recovery should be implemented, with all services, including data storage, deployed in both cloud and on-premises environments (hybrid cloud), forming a primary-secondary architecture.

## SECTION THREE: SCOPE OF WORK

### **Requirements Analysis**

- Schedule meetings with relevant personnel from the Registrar's Office and the Educational Technology Services Office to understand and ascertain system requirements.
- Prepare a Requirements Specification Document.

### **System Design**

- Develop the system architecture and database design.
- Design the user interface and user experience.

### **System Development**

- Write code to implement system functionalities.
- Integrate artificial intelligence algorithms and automation processes.

### **Testing**

- Conduct system testing, including unit testing, integration testing, and user acceptance testing.
- Address any defects or issues identified.

### **Deployment and Implementation**

- Deploy the system within the college environment.
- Provide necessary training and documentation.

### **Maintenance and Support**

- Offer support and maintenance post-system deployment.
- Perform necessary system updates and improvements based on feedback.

### **Data Security and Compliance**

- Ensure the system complies with all relevant data protection and privacy regulations.
- Implement security measures to protect data against unauthorized access.

## SECTION FOUR: AGREEMENT OF PHASE I OF THE SMART EDUCATIONAL ADMINISTRATION SYSTEM PROJECT

Only the main terms of the agreement (contract type, buyer, supplier, contract period, project content and price, payment method) are specified here, and the specific contract content will be negotiated separately by both parties.

This agreement is entered into on the date set forth in Part 4 hereto (the “Effective Date”), by and between the party set forth in Part 2 hereto (the “Purchaser”) and the party set forth in Part 3 hereto (the “Vendor”) in the following Property according to the Terms and Conditions mentioned hereinafter:

### Part 1 – Type of Agreement

Phase I of the Smart Educational Administration System Project for Hong Kong Chu Hai College Limited

### Part 2 – The Purchaser

**Hong Kong Chu Hai College Limited**, a company with a principal place of business at Hong Kong Chu Hai College, 80 Castle Peak Road, Castle Peak Bay, Tuen Mun, New Territories, Hong Kong

### Part 3 – The Vendor

Company Name	:	_____
Contact Person	:	_____
Contact No.	:	_____
Business Registration Certificate No.	:	_____
BR Date of Expiry	:	_____
Registered Address	:	_____

### Part 4 – Agreement Period (Effective Date)

XX (XX) months commencing from **DD<sup>st</sup> MM 2024 to DD<sup>st</sup> MM 2024** (Both dates inclusive)

### Part 5 – Services Charges

The brief description given hereunder is to be read in conjunction with the whole Tender and Agreement document.

Item	Description of item	Price
1.		HK\$
2.		HK\$
3.		HK\$
4.		HK\$

5.		HK\$
	<b>Total Contract Sum</b>	<b>HK\$</b>

## Part 6 – Payment Term

The Vendor shall submit to the Company (“Hong Kong Chu Hai Collage Limited”) an original invoice upon order confirmation. The settlement of payment will only be proceeded by the Company upon the receipt of the original invoice.

### Payment Methods

**1. 30% Payment upon Mid-Term Acceptance:** Once the mid-term project acceptance meets the required standards and is approved upon review, 30% of the total contract amount will be paid.

**2. 60% Payment upon Final Acceptance and Launch:** Upon completion of all project stages and once all functionalities meet the predetermined requirements, the remaining 60% will be paid after the project passes final acceptance and goes live.

**3. 10% Stability Operation Fee after Two Months of Stable Operation:** After the project has gone live and has been operating stably for two months, the final stability operation fee, which is 10% of the total contract amount, will be paid.

## SECTION FIVE: TENDER EVALUATION

The following evaluation system is applicable to all bids:

Criteria	Percentage
- Price	50%
- Product and Technology of the bidder	40%
- After Sales Service and Support	10%
Total	100%

## SECTION SIX: TERMS AND CONDITIONS OF AGREEMENT

In consideration of the mutual promises in the Agreement including these Terms and Conditions (“this Agreement”), the Vendor and the Purchaser agree as follows:

### 1 Confidential Information

- 1.1 Neither Party shall disclose to any third party any Confidential Information of the other Party, or use the other Party’s Confidential Information except in the proper performance of its obligations under this Agreement (or, in the case of Purchaser, its use of the Services performed under this Agreement). “Confidential Information” means any information which relates in any way whatsoever to any research, development, trade secrets, customers, technology, systems, proprietary products or business affairs of a Party, but does not include information which (a) is at the time of its disclosure publicly known; or (b) was rightfully known by the receiving Party at the time of disclosure; or (c) is lawfully received from a third party not bound by any confidentiality obligations to the owner of such Confidential Information. Each Party will share the other Party’s Confidential Information on a “need to know” basis, and must give its personnel (including but not limited to employees, officers, agents and contractors) notice of the confidentiality obligations in this Agreement and the requirement to be bound by them. If there is a breach or threatened breach of this Section, remedies at law may be inadequate and the injured Party will have the right, without proof of special damages (in addition to its other legal rights) to seek an injunction or other equitable relief to enforce this Section.
- 1.2 Vendor may only disclose Purchaser’s Confidential Information to the Vendor’s Personnel who are directly involved in the provision of the Services and who need to know the information. Vendor shall ensure that such Vendor’s Personnel are aware of, and comply with, the confidentiality obligations in this Agreement.
- 1.3 Vendor shall not, and shall procure that Vendor’s Personnel do not, use any of Purchaser’s Confidential Information received otherwise than for the purposes of this Agreement.
- 1.4 Vendor shall notify Purchaser immediately upon discovery of any unauthorized use or disclosure of Confidential Information, or any other breach of this Section 16 by Vendor, and shall cooperate with Purchaser in every reasonable way to help Purchaser regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.
- 1.5 Upon the expiry or termination of this Agreement or at Purchaser’s request, whichever is the earlier, Vendor shall forthwith return to Purchaser (or at Purchaser’s option, destroy and certify the destruction of) all originals, copies, reproductions, notes, summaries and extracts of, containing or relating to Confidential Information which are in Vendor’s possession, custody or control.
- 1.6 All Confidential Information are and shall remain the property of Purchaser. By



disclosing Confidential Information to Vendor, Purchaser does not grant any express or implied right to Vendor to or under any of Purchaser's patents, copyrights, design rights, trademarks, trade secrets or other intellectual property or other proprietary rights.

- 1.7 The provisions of this Clause 1 shall survive the expiry or termination of this Agreement.

## **2 Intellectual Property Rights**

Subject to Clauses 2.3 and 2.4:

- 2.1 Purchaser shall not acquire any right, title or interest in or to the Intellectual Property Rights of Vendor or its licensors, including:
- a) the Intellectual Property Rights relating to Vendor's Software;
  - b) the Intellectual Property Rights relating to the Third Party Software; and
  - c) Vendor's Background Intellectual Property Rights.
- 2.2 Vendor shall not acquire any right, title or interest in or to the Intellectual Property Rights of Purchaser or its licensors, including:
- a) the Intellectual Property Rights relating to Purchaser's Software;
  - b) the Intellectual Property Rights relating to Purchaser's documentation, processes and procedures;
  - c) the Intellectual Property Rights relating to Purchaser's know-how;
  - d) the Intellectual Property Rights relating to Purchaser's Data;
  - e) the Intellectual Property Rights relating to the Database;
  - f) Purchaser's Background Intellectual Property Rights; and
  - g) the Intellectual Property Rights relating to the Work Product.
- 2.3 Where either party acquires, by operation of law, title to Intellectual Property Rights of the other referred to in Clauses 2.1 or 2.2, and such acquisition is inconsistent with the allocation of title set out in Clauses 2.1 or 2.2, such Intellectual Property Rights shall be assigned by it to the other party on the request of the other party, whenever that request is made.
- 2.4 Purchaser hereby grants to Vendor a royalty-free, non-exclusive, non-transferable licence during the term of this Agreement to use:

- a) the Purchaser's Software;
- b) the Purchaser's documentation, processes and procedures; and
- c) the Purchaser's Data and the Database, including the right to grant sub-licences to its Sub-Contractors, provided that any relevant Sub-Contractor has entered into a confidentiality undertaking with Vendor in a form reasonably acceptable to Purchaser.

2.5 The licence granted in Clause 2.4 is granted solely to the extent necessary for performing the Services in accordance with this Agreement. Vendor shall not use such licensed materials ("Purchaser Materials") for any other purpose. Vendor will not, and will not permit any Vendor's Personnel to use any Purchaser Materials for the benefit of any person or entity other than Purchaser without the prior written approval of Purchaser, which may be withheld at Purchaser's sole discretion.

2.6 In the event of the termination or expiry of this Agreement, the licences referred to in Section 2.4 shall terminate automatically and Vendor shall deliver to Purchaser all Purchaser Materials licensed to Vendor pursuant to Clause 2.5 in its possession or control.

### **3 Publicity**

Vendor must not use the name, trademarks, service marks, logos, domain names, Web sites, or any other identifiers of Purchaser or any of Purchaser's Affiliates in any way without prior written approval of Purchaser.

### **4 Entire Agreement**

This Agreement is the entire agreement between the Parties with respect to the subject matter of this Agreement. The appendix and schedules attached to or referred to in this Agreement are incorporated by reference. If there is a conflict between these Terms and Conditions and any Schedule, the provisions of these Terms and Conditions (as they may be amended by mutual agreement of the Parties) will prevail. No change or amendment to this Agreement will be valid unless it is in writing and signed by an authorized representative of both Parties.

### **5 Governing Law**

This Agreement shall be construed in accordance with the laws of Hong Kong and both Parties agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong.

### **6 Time is of the Essence**

Vendor acknowledges that time is of the essence with respect to the performance of its obligations hereunder.

**7 No Waiver**

The failure of either Party to insist upon or enforce strict performance by the other Party of any part of this Agreement or to enforce any right under this Agreement shall not be construed as a waiver or a relinquishment of such Party's right to assert or rely upon such provision or any other provision of this Agreement.

**8 Counterparts and Electronic Signatures**

This Agreement, and all agreements executed hereunder, may be executed in counterparts, with the same effect as if the Parties had signed the same document. Each counterpart so executed shall be deemed to be an original, and all such counterparts shall be construed together and shall constitute one Agreement. The counterparts of this Agreement and any agreement executed hereunder may be executed and delivered by facsimile or other electronic signature by any of the Parties to any other Party and the receiving Party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

**9 Conditions Affecting the Maintenance Services**

The Vendor shall satisfy himself as to nature of the systems and its general location with the site. Any failure on the part of the Vendor to obtain reliable information as to the conditions under which the maintenance services are to be carried out shall not relieve him from any risks or responsibility for the performance of his obligation under this Agreement.

**10 Compliance with laws**

10.1 The Parties hereto mutually agree, for themselves and their employees, agents and intermediaries, that they will not pay, and will not permit or suffer any agent, intermediary or employee to pay, directly or indirectly, any money or thing of value, to any official of the government of any nation or political subdivision thereof, or any of their agencies, instrumentalities, corporations or ventures, or to any political party, official thereof, or any candidate, for the purposes of influencing the acts, omissions or decisions, in an official capacity, of such official, party or candidate in violation of his/her or its lawful duty or inducing him or it to exercise his/her or its influence to affect or influence any act or decision of such government or instrumentality or to obtain or retain business for Vendor or Purchaser.

10.2 Moreover, before making payment of any money or thing of value on behalf of, or with funds directly or indirectly received from Vendor or Purchaser, the Parties hereto will make such inquiry as the circumstances may indicate is prudent into whether the immediate recipient and any ultimate recipient or beneficiary of such payment may have any official status with the government of any nation or political subdivision thereof, or any of their agencies, instrumentalities, corporations or ventures, or with any political party, official

thereof, or any candidate for political office.

- 10.3 Should either Party become aware of a possible violation of Section 10.1 and/or 10.2, or of the facts and circumstances from which a prudent person could conclude that further inquiry is necessary to determine whether such a violation has occurred, is occurring or is likely to occur, such Party will give representatives designated by the other Party immediate notice of such violation, facts or circumstances, and will cooperate fully, and direct all agents, employees and other person(s) the other Party may retain or direct in connection herewith, to cooperate fully, with any inquiry or investigation the other Party may conduct.

## **11 Exclusion of Rights**

Notwithstanding any other provisions of this Agreement, a person who is not a party to this Agreement shall not have any right under the Contracts (Rights of Third Parties) Ordinance to enforce any provisions of this Agreement. This does not affect any right or remedy of such third party which exists or is available apart from that Ordinance.

## **12 Disputes**

This agreement and the rights and obligations of the parties hereunder shall be governed by the construed in all respects in accordance with the laws of Hong Kong Special Administrative Region and the parties hereto submit to the non-exclusive jurisdiction of the Hong Kong Courts.