

Tender Document

Legal Advisory Services Contract

for

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

Hong Kong Chu Hai College Limited

Apr 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 Legal Advisory Services Contract at Hong Kong Chu Hai College (the “HKCHC”) in Hong Kong, Tuen Mun, New Territories.

The tender document consists of:

- 1) Information to Tenderers;
- 2) Schedule of Requirements;
- 3) Tender Evaluation;
- 4) Agreement of Legal Advisory Services Contract
- 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. Tender Inquires

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

1.3. Tender Closing Date

All tenders must be submitted complete, entire and in the required to HKCHC not later than **3:00 p.m. on 15 May 2024 (Wednesday)**. 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remain unchanged should the Tropical Cyclone Warning Signal No. 8 or above or Black Rainstorm Warning be lowered or withdrawn two hours or more before the specified closing time.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.

1.4. 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 Legal Advisory Services Contract for Hong Kong Chu Hai College” and “Private & Confidential” and be addressed to the following:

Company	Hong Kong Chu Hai College Limited
Address	E701, 7/F, Hong Kong 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, 1/F, Hong Kong Chu Hai College, 80 Castle Peak Road, Castle Peak Bay, Tuen Mun, New Territories, Hong Kong

1.5. 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.

1.6. 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.

1.7. 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.

1.8. Rights Of Hong Kong Chu Hai College 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.

1.9. 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.

1.10. Non-Use of Hong Kong Chu Hai College Name

You shall not use the names, trademarks, or proprietary indicate 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.

1.11. 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.

1.12. 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: SCHEDULE OF SERVICES REQUIREMENTS

The scope of services provided to HKCHC includes the legal affairs of associated enterprises, including but not limited to Morning Star Education Management (HK) Limited, Millennium Education Foundation (HK) Limited, Hong Kong Chu Hai College Limited, Everone (Hong Kong) Limited, and others. The services include:

A) The services provided by the lawyer involve assisting HKCHC in handling daily legal affairs, including:

1. Providing written or oral answers to legal consultations, offering legal advice or issuing legal opinions in accordance with the law;
2. Drafting, formulating, reviewing, or modifying legal documents related to daily business operations, such as routine operating contracts and articles of association;
3. Participating in negotiations (excluding investment, financing, and mergers and acquisitions) and signing contracts related to HKCHC's daily business activities at the request of HKCHC, providing advice or opinions on legal issues arising from them;
4. Issuing lawyer's letters on behalf of HKCHC to resolve relevant issues;
5. Acting on behalf of HKCHC to sign, deliver or accept legal documents;
6. Conducting reviews of the legality of matters related to HKCHC's daily operations and issuing legal opinions accordingly.
7. Upon the request of the HKCHC, provide instruction on practical legal knowledge or conduct specialized legal training as deemed necessary.
8. Assist the HKCHC in improving rules and corporate governance matters related to shareholder meetings, board of directors, and supervisory board, according to the HKCHC's needs.
9. Participate in discussions on legal issues related to daily operations at the HKCHC's request and provide legal opinions.
10. Participate in legal arguments and important decision-making processes regarding the HKCHC's relevant business matters.
11. Provide answers to inquiries or assist in conducting research on Hong Kong legal regulations and practical operations as requested by the HKCHC.
12. Provide written information on macro aspects such as national or regional financial, legislative, and judicial developments as required by the HKCHC.
13. Handle other legal matters mutually agreed upon by both parties.

B) Legal Services for Investment and Financing Projects:

1. Provide oral consultation opinions or suggestions on the preliminary feasibility of investment and financing projects intended by HKCHC.
2. Assist HKCHC in communicating with regulatory authorities regarding legal matters.

C) Other Legal Matters:

1. In accordance with HKCHC's business needs and upon HKCHC's request, conduct legal reviews or draft related texts for documents issued by HKCHC that have legal binding force or entail defined obligations, including but not limited to articles of association, announcements, public notices, statements, external commitments, etc.

2. The other legal services provided by the lawyer do not include specialized legal services and representation in litigation or arbitration. However, upon HKCHC's request, guidance and preparation of corresponding legal documents, such as handling disputes encountered in HKCHC's business management, and negotiation and drafting of settlement agreements with the opposing party, can be provided. In necessary cases, after receiving specific authorization from HKCHC, representation of HKCHC in negotiations and discussions with the disputing party can be conducted to minimize the occurrence of litigation events. The related expenses incurred as a result will be accounted for within the regular legal consulting service working hours.

3. Other daily legal services as requested by HKCHC.

SECTION THREE: TENDER EVALUATION

The following evaluation system is applicable to all bids:

Criteria	Percentage
- Price	100%
- Scope of Service	0%
- Experience and historical projects of the bidder	0%
- After Sales Service	0%
Total	100%

SECTION FOUR: AGREEMENT OF LEGAL ADVISORY SERVICES CONTRACT

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

Legal Advisory Services Contract at Hong Kong Chu Hai College

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)

Twenty Four (24) months commencing from **1st Jun 2024 to 31st May 2026** (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	Unit rate	Total Price
1.		HK\$	HK\$
2.		HK\$	HK\$
3.		HK\$	HK\$
4.		HK\$	HK\$
5.		HK\$	HK\$
6.		HK\$	HK\$
7.		HK\$	HK\$
Total Contract Sum			<u>HK\$</u>

Part 6 – Payment Term

The Vendor shall submit to the Company (“Hong Kong Chu Hai College 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.

Signed with company chop by
[Name: _____]
[Title: _____]

for and on behalf of the Vendor:
[_____
_____]

Signed with company chop by
[Name: _____]
[Title: _____]

for and on behalf of the Purchaser:
Hong Kong Chu Hai College Limited

Duly authorized person

Date: _____

Duly authorized person

Date: _____

SECTION FIVE: TERMS AND CONDITIONS

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 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 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 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.

3 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.

4 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.

5 Time is of the Essence

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

6 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.

7 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 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.

8 Compliance with laws

- 8.1 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, instrumentalist, 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.
- 8.2 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, instrumentalists, corporations or ventures, or with any political party, official thereof, or any candidate for political office.
- 8.3 Should either Party become aware of a possible violation of Section 8.1 and/or 8.2, 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.

9 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.

10 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.