

Tender Document

Main Website Revamp Project

for

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

Hong Kong Chu Hai College Limited

Apr 2025

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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 College (the "HKCHC"). in Hong Kong, Tuen Mun, New Territories.

The tender document consists of:

- 1) Information to Tenderers.
- 2) 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 is 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 no later than **05:00 p.m. on 30 May 2025 (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remain unchanged should the Tropical Cyclone Warning Signal No. 8 or above or Black Rainstorm Warning be lowered or withdrawn two hours or more before the specified closing time.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, a written amendment submitted on or before the closing time of the tender submission may be accepted.

1.5. Delivery of Tenders

One set of originals and 2 sets of copies 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 "Main Website Revamp Project 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, 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
Tender Clarification support	Mr. David Zhou Telephone: +852-29727393 Email: davidzhou@chuhai.edu.hk
Tender Presentation Date	2 nd June to 3 rd June 2025

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 to respond 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 agreement offer, nor should it be construed as such. It is a definition of the 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 by 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 response 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 the Tender Closing Date.

1.9. 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 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 College 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 favor or disfavor to any person or entity, about the evaluation and consideration of this proposal or award of this or any other agreement by HKCHC.

SECTION TWO: TECHNICAL SPECIFICATION REQUIREMENTS

2.1 General Requirements

1. Centralized Content Management Repository

Awarded tenderer will build the Centralized Content Management Repository to facilitate the contents to all Chu Hai College users. The publication of the contents will be associated with workflow, only approved contents will be stored in the centralized repository and will be shared to main or affiliated sites through API connection. The tenderer will be forming a management function in the main website's CMS or outside of main website site. The contents inside each category can be maintainable, approved, published, subscribed by other website's owner into a centralized repository.

HKCHC will be grouping some key contents into different categories, the suggested content categories will be "News", "Event", "Announcement", "Award" etc. You will be working with Chu Hai College Communications and Public Relations Office to work out the rest of the content categories.

2. Main Website Design, build & Functionality

Awarded tenderer will be performing the revamp of existing Hong Kong Chu Hai College Main Website. The new main website should be very modern and align with College's image.

During the proposal stage, tenderer needs to propose Two main website layouts, Two main page story boards and Two sub-pages of the main website design layout for our tender board members to do the assessment. Tenderer can refer to peer self-funded universities in Hong Kong to obtain the standard, and HKCHC would expect the deliverables are above these standards.

During the implementation stage, the awarded tenderer will be realizing the main website up to level 5 of the site map (*please refer to the attached "College_Website_Responsible_Parties.xlsx"), and its corresponding functions such as admin user SSO login, User access right control by pages, and so on, at least 10 back-end functions within the CMS, all these 10 functions will be discussed and confirmed during the design phase of the project. For example, data extraction through APIs from Centralized Content Management Repository such as News, Event, Award etc.

Other deliverables are including, support HKCHC user to complete the content migrations, function user acceptance testing and go-live preparation.

3. Ten departments, Three centers and One generic Website Design, build & Functionality

During the proposal stage, tender needs to propose Two design layouts including the main landing page and its sub-pages of each of the following Thirteen websites.

And provide Two design layouts including the main landing page and its sub-pages for a generic website use purpose.

Currently the websites are:

Ten independent department websites:

Faculty Name	Department Name	Website URL
Arts and Social Sciences	Chinese Literature	https://chi.chuhai.edu.hk/
Arts and Social Sciences	Journalism and Communication	https://jcm.chuhai.edu.hk/
Arts and Social Sciences	English	https://eng.chuhai.edu.hk/
Science and Engineering	Computer Science	https://cs.chuhai.edu.hk/?lang=en
Science and Engineering	Civil Engineering	https://civ.chuhai.edu.hk/
Science and Engineering	Architecture	https://arch.chuhai.edu.hk/
Sino Group Belt and Road	Sino Group Belt and Road	https://obor.chuhai.edu.hk/
Business	Business Administration	https://bba.chuhai.edu.hk/
Business	Accounting and Banking	https://aba.chuhai.edu.hk/
Business	Finance	https://fne.chuhai.edu.hk/

Three independent center websites:

Faculty Name	Centre Name	Website URL
Arts and Social Sciences	Centre of Buddhist Studies	https://cbs.chuhai.edu.hk/
Science and Engineering	Sustainable Systems and Innovative Technologies Research Centre	https://ssitrc.chuhai.edu.hk/
Business	Centre for Corporate Ethics and Social Responsibilities	https://ccesr.chuhai.edu.hk/

During the implementation stage, the awarded tenderer will be realizing all the above websites based on the selected layout during the tender process period. The generic website should be built as a template and its functions without any contents.

Ten back-end functions within the CMS of the above websites, all these ten functions will be discussed and confirmed during the design phase of the project. For example, data extraction

through APIs from Centralized Content Management Repository such as News, Event, Award etc.

4. Branding Guideline Enhancement

Awarded tenderer will need to help HKCHC to fine-tune or enhance the branding guideline, working closely with our Communications and Public Relations Office

5. Website Guideline Development

Awarded tenderer will need to build the Website Guideline, working closely with our Communications and Public Relations Office

6. Optional AI Chatbot

Optional, vendor might also provide the solution for AI Chatbot mainly deal with admission issues, and possible routing to human services desk

7. Website Award Requirement

The new official website must gain one website award in either HK or worldwide association.

2.2 Detailed Function Requirements

1. User Experience & Interface Design

(1) Responsive Design

Fully adapted to PC, tablet, and mobile devices with consistent functionality across all screen sizes.

(2) Visual Consistency

Align with HKCHC branding guideline as developed during the project.

(3) Clear Navigation Structure

Maximum 5-level main menu hierarchy with intuitive breadcrumb trails for subpages. (The specific navigation structure can be referenced in the attached "College_Website_Responsible_Parties.xlsx.")

(4) Accessibility Compliance

Please follow the following accessibility compliance:

https://www.digitalpolicy.gov.hk/en/our_work/digital_government/digital_inclusion/accessibi

lity/promulgating_resources/handbook/

(5) Interactive Feedback

Visual cues for user actions (e.g., loading indicators, success/error notifications).

2. Content Management System (CMS)

(1) Role-Based Permissions

Customizable roles (admin/editor/reviewer) with granular content control.

(2) Rich Media and Multimedia Editing

supporting multimedia embedding and drag-and-drop module arrangement.

(3) Version Control

Auto-saved revision history with rollback capability and audit logs.

(4) Multilingual Support

Manage EN/CN (Simplified/Traditional) content with frontend language switching.

(5) SEO Tools

Custom meta tags, URL aliases, and automated sitemap generation.

3. Functional Modules

(1) Dynamic Content Display

Homepage carousels for news/announcements with priority sorting.

(2) User Authentication

SSO integration with existing campus systems.

(3) Course/Event Management

Filterable course catalogs and event registration with capacity limits.

(4) Helpdesk Features

AI chatbot integration and keyword-searchable FAQ system.

(5) Resource Repository

Categorized file downloads (PDF/Word) with download analytics.

4. Search Functionality

(1) Optimized Global Search

Fuzzy matching, spell-check, and relevance-ranked results.

(2) Advanced Filters

Refine results by date, content type, author, etc.

5. Analytics & Reporting

(1) Traffic Metrics

Track PV/UV, session duration, and popular pages.

(2) Behavior Analysis

Heatmaps, path tracking, and raw data exports (CSV).

(3) Custom Reports

Scheduled reports on content performance with configurable parameters.

6. Security & Compliance

(1) Data Protection

TLS 1.2+ encryption and quarterly vulnerability scans.

(2) Privacy Regulations

Full compliance with Hong Kong PDPO, including transparent data policies.

(3) Disaster Recovery

Daily backups retained for 30 days with ≤ 4 h RTO.

7. Support & Maintenance

(1) Post-Launch Services

12-month warranty covering bug fixes and compatibility updates. This service should be included into the price.

(2) Emergency Protocols

24/7 critical issue response with 2hr acknowledgment SLA.

8. Scalability

(1) API Ecosystem

RESTful APIs for integration with current academic/library systems.

2.3 Technical Specifications Requirements

- The main website is open to any development platform, as long as it is secure, safe, and passed HKCHC IT's vulnerability scanning, with no Critical Issue.
 - All project program source code should be included as part of the deliverable
 - The project is in Dockerized environments
 - Source code will be stored in a commonly use version control system
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SECTION THREE: SCOPE OF WORK

Project Management Services

Project planning and joining all stakeholders' meetings to assess the project implementation method, risk management and contingency plan

Implementation and Deployment

Work with Chu Hai College Education Technology Services Office to understand and confirm system requirements

Prepare Specification Document: Draft a Requirements Specification Document.

Reimage from current configuration into new environment

Equipment Deployment: Unmount the current environment, and install the equipment within the college environment, including rack installation, cable management and labeling, within the defined schedule.

Testing

System testing: including performance testing, high availability testing, and traffic logging testing.

Issue Resolution: Rectify any defects or issues that are identified.

Training

Training and Documentation: Provide the necessary training and documentation.

Maintenance and Support

Post-Deployment Support: Offer support and maintenance after the website goes live.

System Updates and Adjustments: Make necessary system updates and configuration adjustments based on feedback within the service period.

Issue Response:

We are providing the following options for issue response.

Please indicate in your proposal which one you can meet:

Option 1: Respond to service tickets within 30 minutes and resolve issues within 0.5 day

Option 2: Respond to service tickets within 30 minutes and resolve issues within 1 day.

Option 3: Respond to service tickets within 30 minutes and resolve issues in more than 1 day.

Technical Support

We are providing the following options for technical support. Please indicate in your proposal which level of support services you can offer:

Option 1: On-site support of 1 day or more per week.

Option 2: At least 8 hours of remote support per week.

Option 3: At least 4 hours of remote support per week.

Option 4: Less than 4 hours of remote support per week.

SECTION FOUR: AGREEMENT OF MAIN WEBSITE REVAMP 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 outlined in Part 4 hereto (the "Effective Date"), by and between the party outlined in Part 2 hereto (the "Purchaser") and the party outlined in Part 3 hereto (the "Vendor") in the following Property according to the Terms and Conditions mentioned hereinafter:

Part 1 – Type of Agreement

Main Website Revamp 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)

Five (5) months commencing to build from 1st July 2025 to 30th Nov 2026 (Both dates inclusive)

Twelve (12) months free maintenance period commencing from the final Go-Live.

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\$
Total Contract Sum		HK\$

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.

Payment Methods

(1) 20% Payment upon Solution Design Sign-Off

Upon formal approval of the solution design documentation, meeting all specified requirements and standards, and after being reviewed and accepted by both parties, 20% of the total contract amount will be paid.

(2) 30% Payment upon Commencement of UAT

When User Acceptance Testing (UAT) officially begins, with all required test cases prepared and the testing environment fully configured, 30% of the total contract amount will be paid.

(3) 30% Payment upon Successful Completion of UAT

After all UAT phases are completed, with all test cases passed and final acceptance sign-off obtained from the client, 30% of the total contract amount will be paid.

(4) 20% Payment after Three-Month Nursing Period

The final payment, accounting for 20% of the total contract amount, will be paid after the system has been in stable production operation for three months, with all critical issues resolved and performance benchmarks met.

SECTION FIVE: TENDER EVALUATION

The following evaluation system applies to all bids:

Criteria	Percentage
- Price	50%
- Design	20%
- High Education Project Experience	20%
- 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

- 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 that 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.
- 1.1 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.
- 1.2 Vendor shall not and shall procure that Vendor's Personnel do not, use any of Purchaser's Confidential Information received otherwise than for this Agreement.
- 1.3 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.
- 1.4 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.

1.5 All Confidential Information is 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.

1.6 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 the 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 the Purchaser's Software.
- b) the Intellectual Property Rights relating to the Purchaser's documentation, processes, and procedures.
- c) the Intellectual Property Rights relating to the Purchaser's know-how.
- d) the Intellectual Property Rights relating to the 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 license 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-licenses 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 license granted in Clause 2.4 is granted solely to the extent necessary for performing the Services by this Agreement. The 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 licenses referred to in Section 2.4 shall terminate automatically and Vendor shall deliver to Purchaser all Purchaser Materials licensed to Vendor under Clause 2.5 in its possession or control.

3 Publicity

Vendor must not use the name, trademarks, service marks, logos, domain names, Websites, 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 concerning 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 by 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

The vendor acknowledges that time is of the essence concerning 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 the nature of the systems and their general location within 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 any political party, official thereof, or any candidate, to influence 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 by the laws of Hong Kong Special Administrative Region and the parties hereto submit to the non-exclusive jurisdiction of the Hong Kong Courts.