

Invitation for Tender for Provision of Developing an Online Gamified Social Emotional Learning Platform

Hong Kong Shue Yan University invites tenders for the provision of developing an online gamified social emotional learning platform for the project "Gamification of Social Emotional Learning for Middle Primary School Students" (Project Reference: UL/RT/2024/001).

Tender Specifications

- The vendor is required to provide the following goods/services.
- An online emotional education platform consisting of the following components:
 - **Multimedia Tutorials:** Host online tutorials on emotional learning with features such as progress tracking, badges, certification, and data analytics.
 - **3D Digital Games:** Develop a minimum of six 2D/3D digital games to create an immersive environment for students to learn emotional skills.
 - **Knowledge Hub:** A knowledge hub that centralizes information about emotional health for students, parents, and teachers. The content will be provided by the project team.
 - **Online Counseling Portal:** An online counseling portal supporting an instant chatbot and secure video communication system.

Detailed specifications of the goods/services are listed below.

Infrastructure:

- **Account Registration, Log-in and Single Sign-On:** Enable account creation for students, teachers, and parents across 25 partner primary schools (around 7,000 participants)
- **Multiple Languages:** Offer English, Traditional Chinese, and Simplified Chinese versions.
- **Enhanced Website Security:** Deploy website firewall and enhance CAPTCHA solutions.
- **Backend Content Administration:** Enable administration of all content types.
- **Website Loading Performance Optimization:** Improve website loading performance.
- **SEO Compliance:** Ensure compliance with major search engines' SEO frameworks.
- **Cloud Server Deployment:** Deploy the platform on designated cloud servers for at least 3 years.
- **Technical support:** Three-year technical support and debugging will be provided by the vendor after platform's launch.
- **Training workshops:** A minimum of five training workshops will be conducted to facilitate user adoption.

Online Platform and Resource Hub:

- **Content Management System:** Implement a system for uploading, storing, viewing, downloading, and transferring eLearning materials (e.g., videos, PDFs, PPTs, virtual tours).
- **Multimedia Content Support:** Allow the incorporation of text, images, videos, banners, and files.
- **Enhanced Website Security:** Continue the deployment of the website firewall and enhance CAPTCHA solutions.
- **Backend Content Administration:** Administer all content types.
- **User Activity Tracking and Reporting:** Enable administrators to track and generate reports on the types and numbers of eLearning materials and online courses uploaded, viewed, used, and downloaded.
- **Online Badges:** Allow teachers to issue badges and awards to students who have completed specific tutorials.

- **Survey Functionality:** Provide a mechanism for teachers and students to submit feedback to enhance the platform.

Games Development:

- **Storyboard Preparation:** Prepare storyboards and game flows according to information provided by the project team.
- **Integration with Online Portable:** Link games with the Online Learning Platform to obtain student IDs.
- **Customized Game Development:** Develop at least 6 2D/3D games according to user requirements and agreed-upon game flows. Supervisors should be able to select and schedule the games according to the response and progress of the users (students). We should be able to modify, add or change the games in the future as appropriate. The games should be modularised.
- **Game Progress Tracking:** Save game records and update them in the Student's portal within the Learning system.

Online Counselling portal:

- **User Registration and Authentication:** Allow users (students, parents, teachers) to create accounts with secure authentication mechanisms such as email verification and password encryption.
- **Instant Chatbot:** Implement an AI-powered chatbot to provide immediate responses to common queries, offering basic support and information on accessing counseling services.
- **Secure Video Communication System:** Integrate a secure video conferencing feature for real-time counseling sessions between counsellors and users. Ensure end-to-end encryption to protect privacy.
- **Appointment Scheduling:** Allow users to schedule counseling appointments with available counsellors based on their availability. Provide reminders and notifications for upcoming appointments.
- **Confidentiality and Privacy Measures:** Implement strict protocols to safeguard user data and maintain the confidentiality of counseling sessions. Comply with relevant data protection regulations.

The schedule of services of the goods/services is set out below.

Time	Services delivered
September 2024	<ul style="list-style-type: none"> • Prototype of the online platform developed with basic functions such as multimedia tutorials, knowledge hub and appointment scheduling; • Game design documents (Including game idea, storyboard, core game mechanics, sketch of characters and scenes, as well as general art style) submitted to the project team. • Pre-alpha version of the digital games completed.
December 2024	<ul style="list-style-type: none"> • Alpha version of the digital games (Features completed and quality assurance testers will test the gameplay); • Online counselling portal with a secure video communication platform completed; • Single Sign On (SSO) for a maximum of 25 participating primary schools performed;

June 2025	<ul style="list-style-type: none"> • Post-production debugging and performance analysis completed . • All the design documents finalized. • Chatbot for the online counselling platform developed. • One training workshop for users' adoption. • All content and assets are integrated, optimization is completed.
June 2028	<ul style="list-style-type: none"> • Technical support and debugging. • Four training workshops for users' adoption. • The entire source code of the beta version of the platform and games will be finalized (The ownership of the source code belongs to the project team).

Payment schedule

Time	Payment	Milestones
First instalment	<ul style="list-style-type: none"> • 25% of the total contracted amount 	
December 2024	<ul style="list-style-type: none"> • 25% of the total contracted amount 	<ul style="list-style-type: none"> • An alpha version of the digital games (Features completed and quality assurance testers will test the gameplay) completed; • Online counselling portal with a secure video communication platform completed; • Single Sign On (SSO) for a maximum of 25 participating primary schools performed; • Prototype of the online platform developed with basic functions such as multimedia tutorials, knowledge hub and appointment scheduling; • Game design documents (Including game idea, storyboard, core game mechanics, sketch of characters and scenes, as well as general art style) submitted to the project team.
June 2025	<ul style="list-style-type: none"> • 25% of the total contracted amount 	<ul style="list-style-type: none"> • Finalized design documents • AI-powered Chatbot for the online counselling platform developed. • One training workshops for users' adoption.
June 2026	<ul style="list-style-type: none"> • 25% of the total contracted amount 	<ul style="list-style-type: none"> • Post-production debugging and performance analysis. • Four training workshops for users' adoption. • The entire source code of the beta version of the platform and the games will be finalized and the ownership of

		the source code belongs to the project team .
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Copyright Statement

The Hong Kong Jockey Club Charities Trust and the project team reserve all rights, including copyright, to the online emotional health education system and its associated six digital games specified in this tendering invitation letter. This system will be developed by the selected vendor. The ownership of the source code for the system and its components also belongs exclusively to the Hong Kong Jockey Club Charities Trust and the project team.

Submission of Tender

Please complete the documents attached. All the duly completed documents should be submitted in a sealed envelope marked conspicuously "Confidential – Tender Document for Provision of Developing an Online Gamified Social Emotional Learning Platform" and delivered by hand to the Tender Box at the Research Office, Hong Kong Shue Yan University, 10 Wai Tsui Crescent, Braemar Hill, North Point, Hong Kong during office hours (between 9:00 a.m. and 6:00 p.m.) or by email to ro@hksyu.edu **on or before 5:00 p.m. on 6 May 2024 (Monday)**. LATE SUBMISSION WILL NOT BE CONSIDERED.

Please note that it is the responsibility of the tenderer to study the specification and requirements before submitting the tender.

For any queries, please contact Mr. Matthew YIP at email: ro@hksyu.edu / tel: 2804 8438.

Yours faithfully,

Dr. LI Wang-on
5th April 2024

Form of Tender

For the provision of developing an online gamified social emotional learning platform

To: Chairman, Tender Board, Hong Kong Shue Yan University

Having examined the terms and conditions stipulated in the Tender Invitation Letter and the contract documents, I / We hereby offer to provide all or any portion of the Services in conformity with the tender offer details below and the aforementioned terms and conditions for the sum of Hong Kong Dollars (HK\$) _____ only.

Tender Offer Details

Company / Business Organisation Status

- (a) Name of the Tenderer
- (b) Principal place of business of the Tenderer (in address form)
- (c) Type of business entity of the Tenderer (*company / sole proprietorship/partnership / statutory corporation/others)
- (d) Length of business experience
- (e) Place and date of incorporation or formation
- (f) Business profile information of the Tenderer, including the number and location of full time/contract employees, core business strategies and strengths, and industry expertise
- (g) Names and addresses of banks which are prepared to provide references or other relevant financial data which indicate the financial viability of the Tenderer
- (h) A copy of a valid Business Registration Certificate issued under the Business Registration Ordinance (Chapter 310) or documentary evidence showing that the Tenderer is exempted from business registration under the Business Registration Ordinance (Chapter 310); or if the Tenderer does not carry on business in Hong Kong, the equivalent documents issued by the place of business of the Tenderer
- (i) Employee's Compensation Insurance Policy (Name of insurer, Policy no., Expiry date)

Preamble

Proposal

Proposed Implementation Schedule

Requirement	Tentative Completion Date

Estimated Service Price

The rate/unit price

Item No.	Description (complying with all requirements of the Contract including the Service Specifications)	Estimated Service Price (HK\$)
1		
2		
3		
...		

Total amount of the Estimated Service Price(s) for all Item(s): HK\$ _____

Payment Discount

Tenderers are requested to indicate in the spaces provided below what discounts they would allow on the Contract Price or other amount payable under the Contract (if any) if payment is made in full within –

(a) 7 working days from the date of receipt of an invoice or from the due date for such payment as specified in the Contract, whichever is the later: _____ % discount;

(b) 8 to 14 working days from the date of receipt of an invoice or from the due date for such payment as specified in the Contract, whichever is the later: _____ % discount.

Tenderers are requested to insert the word "Nil" in the spaces provided above if they do not offer any payment discount.

Tenderers are requested to ensure that no more than two (2) digits after the decimal places are quoted for the above discount.

The period of 7 or 14 working days for payment discount shall be calculated from the date of the receipt by HKSYU of an invoice or the date the relevant payment falls due, whichever is the later.

I / We agree to abide by this Tender for a period of _____ days from the date of submission thereof and that it may be accepted at any time before the expiry of that period.

I / We understand that the Employer is not bound to accept the lowest or any tender he may receive.

I / We agree to abide by the anti-bribery and anti-collusion clauses attached at Notes to Tenderers to the Tender Invitation Letter.

Authorized Signature : _____

Name in Block Letters : _____

Position of the authorized person : _____

Company Name : _____

Company Chop : _____

Date : _____

HONG KONG SHUE YAN UNIVERSITY

PROFORMA REPLY

Tender Reference: UL/RT/2024/001 Closing Date: 5:00 p.m., 6 May 2024

If a Tenderer is unable to enter a bid, a return of the tender document won't be needed. Tenderer should complete and return the below part of this Proforma Reply to Research Office, Hong Kong Shue Yan University (HKSJU), 10 Wai Tsui Crescent, Braemar Hill, North Point, Hong Kong, in a sealed envelope and marked "Gamification of Social Emotional Learning for Middle Primary School Students" or e-mail to ro@hksyu.edu before the Tender Closing Date. HKSJU will recognize the reasons for the Tenderer not to make a tender and take them into consideration in the succeeding tender exercise.

To: The Secretary, Tender Board, HKSJU
10 Wai Tsui Crescent, Braemar Hill, North Point, Hong Kong

With reference to your above tender invitation, I am/we are unable to make a tender owing to the following cause(s):

(Please tick the appropriate box when applicable)

<u>Reasons</u>	<u>Remarks, if Any</u>
<input type="checkbox"/> Requested item is out of our business	_____
<input type="checkbox"/> Specified tender requirement cannot be reached	_____
<input type="checkbox"/> Delivery schedule cannot be met	_____
<input type="checkbox"/> Tender closing date cannot be met	_____
<input type="checkbox"/> Tender contract period is too long	_____
<input type="checkbox"/> Others (please specify)	_____

Authorized Signature : _____

Name in Block Letters : _____

Company Name : _____

Company Chop : _____

Date : _____

HONG KONG SHUE YAN UNIVERSITY

Tender Ref.: UL/RT/2024/001

NOTES TO TENDERERS

1. Tender Document

This tender document comprises of :

- (a) Notes to Tenderers
- (b) Terms and Conditions of Contract
- (c) Annex I - Staff Tendering Declaration of Interest Form
- (d) Annex II – Offer to be Bound
- (e) Annex III – Confirmation Letter for Compliance with Anti-Collusion Clauses in Tender
- (f) Appendix I – Requirement details

2. Tender Submission

- 1.1 The Tenderer must complete and submit this document to the Hong Kong Shue Yan University Tender Box located in the Research Office, Hong Kong Shue Yan University, 10 Wai Tsui Crescent, Braemar Hill, North Point, Hong Kong or e-mail to ro@hksyu.edu on or before 5:00 p.m. on 6 May 2024 (Monday) in a sealed envelope and marked "Gamification of Social Emotional Learning for Middle Primary School Students".
- 1.2 Prior to the Tender Closing Date, modification to submitted tender is allowed if considered necessary. Any modification should be stated in a separate letter accompanying the revised tender. Figures must not be amended, and figures should not be crossed off for the submitted tender. Any amendment to the figures should be effected by striking through the erroneous figures and marking with the revised figures on the above. All of the amendments must be initialed by the Tenderer with company chop.
- 1.3 Tenders not submitted in accordance with the above-mentioned clauses or submitted later than the closing date will not be considered. HKSJU will not be responsible for lost or delay of tenders which are sent by post.

3. Typhoon or Rainstorm Arrangement on Tender Closing Date

On condition that Typhoon Cyclone Warning Signal No. 8 or above is hoisted, or a Black Rainstorm Warning Signal or "extreme conditions" announced by the Government is/are in force at any time between 12:00 noon and 5:00 p.m. of the Tender Closing Date, the tender closing time will be postponed to 5:00 p.m. on the first working day after the Tropical Cyclone Warning Signal No. 8 is lowered, or the Black Rainstorm Warning Signal or the "extreme conditions" announced by the Government has/have ceased to be in force.

4. Supplementary Information/Tender Addenda

In case HKSYU considers any clarification, amendment or supplementary information are necessary for the tendering, we will send out such amendments, clarifications and numbered addenda to the involved tenderer by post, fax or e-mail. The clarification, amendment or supplements will be effected upon the issue of these addenda.

5. Tenderer's Enquiry

5.1 Prior to lodging the tender, any queries from Tenderer concerning the terms and conditions of these Tender Documents shall be made in writing to:

Mr. Matthew YIP
Research Office, Hong Kong Shue Yan University, 10 Wai Tsui Crescent, Braemar Hill, North Point, Hong Kong

ro@hksyu.edu

5.2 Any queries from Tenderer regarding to the technical requirements prior to offer the tender shall be made in writing to (a duplicate shall be sent to the address set out in Clause 5.1 above):

Mr. Matthew YIP
Research Office, Hong Kong Shue Yan University, 10 Wai Tsui Crescent, Braemar Hill, North Point, Hong Kong

ro@hksyu.edu

6. Conflict of Interest

In case a Tenderer or its connected person (e.g. relatives, spouse, staff, etc.) have actual or potential conflicts of interest in the concerned tendering, it should be informed to HKSJU before submission of the tendering and clearly disclosed in the tendering. On condition that conflicts of interest exist after submission of the tendering, HKSJU reserves the right to reject the application or terminate the tendering regardless of whether the tendering result has been disclosed. The staff involved in the tendering shall submit the form "Staff Tendering Declaration of Interest Form" as set out in Appendix I to the Tender Board prior to start up of tendering.

7. Selection Criteria

In considering the application, HKSJU is not bound to accept those offering the lowest tender or any tender. The following criteria will also be considered:

a) Past experience (30%)

- i. Experience in developing and implementing online educational platforms.
- ii. Demonstrated success in creating engaging and effective digital gamified learning software.
- iii. Track record of working with educational institutions or organizations on similar projects.

b) Technical abilities (30%)

- i. Proficiency in relevant programming languages and technologies required for developing a robust and scalable online education platform and digital games.
- ii. Ability to integrate gamification elements into the learning environment.
- iii. Ability to create engaging digital games for emotional learning.
- iv. Understanding of user experience (UX) design principles to ensure an intuitive and user-friendly interface.
- v. Capability to implement features for data analytics and tracking to assess learner progress and engagement.

c) After-sales service (20%)

- i. Commitment to providing ongoing technical support and maintenance after the platform's launch.
- ii. Accessibility for troubleshooting and addressing any issues that may arise post-implementation.
- iii. Provisions for updates and enhancements based on user feedback and evolving educational needs.

- iv. Availability of training and resources for educators to effectively utilize the platform in their teaching practices.

d) Compliance and Security (20%)

- i. Adherence to relevant regulations and standards for online educational platforms, including data privacy laws.
- ii. Implementation of robust security measures to protect sensitive user information and prevent unauthorized access.
- iii. Transparency regarding data collection practices and mechanisms for obtaining user consent.

8. Terms of Service

HKSYU reserves the right to accept the whole or any part of the tender within the tender designated period.

9. Negotiation

HKSYU reserves the right to negotiate with any Tenderer for the terms of its tender offer.

10. Independent Contractor

For the purpose of this Contract, the Contractor is an independent contractor. The Contractor is not an agent or a partner of HKSYU and has no power to bind HKSYU to any obligation whatsoever.

11. Payment Terms

Payment shall be made within 21 calendar days once an acceptable invoice is received by HKSYU.

12. Anti-collusion

12.1 The Tenderer should not initiate further contact with HKSYU for the tender information after the application has been submitted.

12.2 The Tenderer shall ensure that his employees, agents and sub-contractors shall not offer or accept an advantage as defined in the Prevention of Bribery Ordinance (Chapter 201) regarding the tendering and execution of this contract. If it is

committed by the Tenderer or by an employee, agent, or sub-contractor, it will render the tender null and void.

12.3 The Tenderer shall not communicate and release the tendering information to any person other than HKSJU. They shall not adjust the amount of any tender by arrangement with any other person to collude in the tendering process. Any breach of or non-compliance with this sub-clause by the Tenderer will have the tender invalidated.

12.4 Sub-clause 12.3 will not be applied to the Tenderer's communications in strict confidence with his insurers or brokers for the purpose of obtaining an insurance quoting to solicit their assistance in preparation of tender submission, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular insurance arrangement.

12.5 Tenderer shall submit to HKSJU a duly signed letter in the form set out in Annex III to the effect that he understands and will abide by these clauses. The letter shall be signed by a person authorized to sign the contract on the Tenderer's behalf.

PART I TERMS OF TENDER

1. Interpretation

In this document and the invitation to tender, the following definition shall apply:

Contract – the contract hereunder and reference to the terms thereof shall include the terms of tender in PART 1 hereof unless inconsistent with the context of such reference.

Contractor – the Tenderer whose tender is accepted by HKSYU.

Goods – the articles and/or materials referred in the Schedule.

HKSYU – Hong Kong Shue Yan University

Tenderer – the person or persons and/or the firm or the company referred to in PART IV

2. Tender

- a) The tender relates to the supply of all (or any part) of the Goods during the Contract period as specified in the Schedule.
- b) The Schedule issued with this tender must not be altered by the Tenderer. Any modification of the Schedule considered necessary by the Tenderer should be the subject of an alternative offer accompanying the base tender.
- c) Tenders may not be considered if complete information is not given with the tender or if any particulars and data asked in the Schedule are not furnished in full.

3. Validity Period

Tenders shall remain valid and open for 90 days after the tender closing date. In case Typhoon Cyclone Warning Signal No. 8 or above is hoisted, or a Black Rainstorm Warning Signal or "extreme conditions" announced by the Government is/are in force at any time between 12:00 noon and 5:00 p.m. of the tender closing date, the tender closing time will be postponed to 5:00 p.m. on the first working day after the Tropical Cyclone Warning Signal No. 8 is lowered, or the Black Rainstorm Warning Signal or the "extreme conditions" announced by the Government has/have ceased to be in force.

4. Prices

The prices to be quoted by Tenderers are to be shown in Hong Kong dollars and must only be made in the Schedule. Such prices shall be net prices, allowing for all trade and cash discounts and shall include the cost of packaging and delivery.

5. Accuracy of Tender Prices

Tenderers should make sure the prices quoted are accurate before submitting their quotations. Under no circumstances will HKSYU accept any request for price adjustments because of a

mistake in the tender prices.

6. Alternative Proposals and Negotiation

Alternative proposals which improve the value of the offer may be submitted. HKSYU reserves the right to negotiate with any Tenderer about the terms of the offer.

7. Acceptance

The successful Tenderer will receive an e-mail, a fax or a letter of acceptance. This e-mail, fax or letter of acceptance shall constitute a binding contract. Tenderers who do not receive any notification within the validity period of their offer shall assume that their tenders have not been accepted.

8. Samples

All samples submitted for consideration must be collected by unsuccessful Tenderers within 21 days of the expiration of the period referred to in Clause 3 hereof. If, at the expiration of such 21 days period, no arrangement has been made with HKSYU for the collection of such samples, the Tenderer shall be deemed to have given up all titles hereto and HKSYU may dispose of the same as it thinks fit without being responsible to the Tenderer in respect thereof.

9. Saving

HKSYU is not bound to accept the lowest or any tender and reserves the right to accept all or any part of any tender at any time within the period mentioned in Clause 3 hereof.

10. Documents of Unsuccessful Tenderers

Documents of unsuccessful tenderers will be destroyed three (3) months after the date the Contract has been awarded.

11. Personal Data Provided

- a) Tenderer's personal data provided in the tender will be used for tender evaluation and contract award purposes. If insufficient and inaccurate information is provided, the tender may not be considered.
- b) Tenderer's personal data provided in the tender may be disclosed to other government departments/appropriate authorities to which HKSYU is required to provide such data by law.
- c) Tenderers have the right of access and correction with respect to personal data as provided for in Sections 18 and 22 Principle 6 of Schedule 1 to the Personal Data (Privacy) Ordinance (Chapter 486). The right of access includes the right to obtain a copy of the Tenderer's personal data provided in the tender.

d) Enquiries concerning the personal data collected by means of the tender, including the making of access and corrections, should be addressed to the Research Office of HKSYU.

PART II

GENERAL CONDITIONS OF CONTRACT

1. Total Quantities

The quantity shown against each item in the tender is an estimate of probable requirements and such estimate must be regarded as being given for the assistance of the Tenderer on the best evidence available at the time of quote and not as being a figure to which HKSYU binds itself to adhere.

2. Assignment

Unless otherwise provided for in the Contract, the Contractor shall not, without the prior written consent of HKSYU, assign, transfer, sub-contract, or purport to assign or transfer or sub-contract the Contract, or any part share or interest therein, and the performance of the Contract by the Contractor shall be deemed to be personal to him.

3. Goods, Specifications and Proof Notes

- a) The Goods supplied under the Contract shall be of merchantable quality, fit for the purpose and comply with the specification as described in the Schedule. If the Goods are not of merchantable quality, fit for the purpose and comply with the specification and notwithstanding the provisions of Clause 5, HKSYU may be notice in writing at any time and from time to time (i) reject all or part of the Goods delivered hereunder, or (ii) require the Contractor to repair or replace all or part of the Goods delivered hereunder or (iii) terminate the whole or any part of the Contract forthwith.
- b) Any drawings and specifications reasonably required for the Contractor's guidance in the execution of the Contract shall be provided by HKSYU free of charge but shall be returned on completion of the Contract.
- c) The Contractor, if required, shall furnish HKSYU with a proof note or a certificate showing that the Goods have been subjected to the normal tests for such goods or such tests as HKSYU may reasonably require.

4. Delivery

- a) The Contractor shall, on receipt of a written order signed by HKSYU, supply and deliver the Goods in accordance with the delivery condition specified in the Contract and to the destination named in such order, the quantities of Goods therein specified within the time or times specified in such order, or if no time is specified, then within 14 clear working days from the date of such order and for this purpose, time shall be deemed to be the essence of the contract.
- b) The Contractor shall at his own expense deliver the Goods to the destination specified in

the order.

5. Inspection and Acceptance

All Goods delivered shall be subject to inspection and shall be deemed to have been accepted when :

- a) HKSYU Representative furnishes the Contractor with the acceptance note; or
- b) a period of 30 clear working days has expired from the date of receipt and Goods have not been rejected; whichever date is the earlier.

6. Rejections

- a) If HKSYU rejects any Goods in accordance with Clause 3(a), the Contractor shall remove the same at his own expenses and within 48 hours of being notified in writing by HKSYU of the rejection. If the Contractor fails to remove the Goods within such period, HKSYU may dispose of the Goods as it sees fit. No liability shall attach to HKSYU in respect of such disposal.
- b) If required by HKSYU under Clause 3(a)(ii), the Contractor shall within a reasonable period of time following the rejection replace the Goods rejected. In the case where replacement Goods have to be obtained from source outside the Hong Kong Special Administrative Region, the Contractor must advise HKSYU of the delivery date of such replacement Goods and such date must be to the satisfaction of HKSYU.
- c) In the event that the Contractor offers for delivery any goods which have previously been rejected by HKSYU the latter shall immediately thereupon be at liberty to terminate the contract in the manner provided in Clause 8.

7. Payment for Goods

When Goods are delivered under the Contract, an invoice stating the order number, the particulars of Goods delivered and the quantity, rate and value of each item shall be sent by the Contractor to the place of delivery or as otherwise directed by HKSYU. Unless otherwise agreed by HKSYU, no payment for Goods delivered will be made until the same have been accepted within the meaning of Clause 5 of this Part. Once accepted, payment will be made within 21 calendar days.

8. Default

If the Contractor fails to deliver all or any of the Goods ordered within the time specified in the order or as otherwise provided in Clause 4 of this Part, or the Goods are rejected in accordance with Clause 3(a), or the replacement Goods are not delivered within the period mentioned in Clause 6(b), HKSYU may at its absolute discretion terminate the whole or any part of the Contract by notice in writing to the Contractor, but without prejudice to any claims by HKSYU for breach of Contract including but not limited to its right to procure any

Goods then outstanding from any other source, and the Contractor shall be liable for any sums so incurred in excess of the Contract price.

9. Recovery of Sums Due

Whenever under the Contract any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the Contractor under the Contract or any other HKSYU contracts.

10. Intellectual Property Rights

The Contractor warrants to HKSYU that all the materials provided will not infringe any patent rights, copyrights or registered design, or other intellectual property rights of any person. The Contractor shall also be liable for any cost to the HKSYU that may arise from any claims for royalties arising from the use of the materials.

11. Confidentiality and Personal Data (Privacy)

- a) The Contractor shall treat as confidential all information, including, but not limited to, all personal data as defined in the Personal Data (Privacy) Ordinance ("the PDO"), obtained from HKSYU pursuant to the Contract. The Contractor shall only use such information for the purpose of supplying Goods to HKSYU. Save that the Contractor may disclose the relevant information to any employees of HKSYU on a strict "need to know" basis, the Contractor shall not divulge such information to any other person without the prior written consent of the authorised officer of HKSYU. Provided that this clause shall not extend to information which is already public knowledge (otherwise than as a result of a breach of this clause). The foregoing obligations as to confidentiality shall survive any termination of the Contract.
- b) The Contractor shall indemnify HKSYU, its officers, employees, servants or agents in respect of all or any loss, including legal costs and compensation arising out of the Contractor's breach of the PDO.
- c) The Contractor shall also indemnify HKSYU, its officers, employees, servants or agents in respect of all or any loss, including legal costs and compensation arising out of the Contractor's breach of confidentiality.

12. Ownership and Copyright of Materials

The materials produced by the Contractor pursuant to the Contract are and shall remain at all times the property of HKSYU, and HKSYU has no obligation whatsoever to make use of these materials. The copyright in the materials, both print and non-print, is vested in HKSYU.

13. Liability for Damages or Compensation

- a) HKSYU and its employees or agents shall not be under any liability whatsoever for or in respect of :
- i) any loss of or damage to any of the Contractor's property or that of its employees or agents however caused (whether by any Negligence of HKSYU or any of its employees or agents or otherwise).
 - ii) any injury to or death of any of the Contractor's employees or agents save and except any such injury or death caused by the Negligence of HKSYU or any of its employees or agents.
- b) The Contractor shall indemnify HKSYU and its employees or agents against any claim or demand made against or liability incurred (including all costs, charges or expenses whatsoever) by HKSYU or any of its employees or agents in respect of :
- i) any loss, damage, injury or death referred to in sub-clause (a) of this clause (save and except injury or death caused by the Negligence of HKSYU or any of its employees or agents).
 - ii) any loss or damage sustained by or any injury to or death of any third party in consequence of any Negligence of the Contractor or any of its employees or agents.
- c) The Contractor shall indemnify HKSYU against any loss of or damage to any property of HKSYU or of any of its employees or agents or any injury to any employee or agent of HKSYU arising out of the Negligence of the Contractor or any of its employees, sub-contractors or agents.
- d) For the purposes of this Clause "Negligence" shall have the same meaning as that assigned to it in Section 2(1) of the Control of Exemption Clauses Ordinance (Chapter 71).

14. Bankruptcy

HKSYU may at any time by notice in writing summarily terminate the Contract without entitling the Contractor to compensation in any of the following events :

- a) if the Contractor shall at any time be adjudged bankrupt, or shall have a receiving order or orders for administration of his estate made against him, or shall take any proceedings for liquidation or composition under any Bankruptcy Ordinance for the time being in force, or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purports so to do; or
- b) if the Contractor, being a company shall pass a resolution or the court shall make an order for the liquidation of its assets, or a receiver or manager shall be appointed on behalf of the debenture holders, or circumstances shall have arisen which entitle the court or debenture holders to appoint a receiver or manager. Provided always that such determination shall not prejudice or affect any right or action or remedy which shall have accrued or shall accrue thereafter to HKSYU.

15. Corrupt Gifts

- a) If the Contractor or any employee or agent of the Contractor shall be found to have committed an offence under the Prevention of Bribery Ordinance (Chapter 201) or any subsidiary legislation made thereunder or under any law of a similar nature in relation to the Contract or any other HKSYU contracts, the HKSYU may summarily terminate the Contract, without entitling the Contractor to any compensation therefor.
- b) The Contractor shall be liable for all expenses necessarily incurred by HKSYU as the result of the termination of the Contract.

16. Guarantee

- a) Without prejudice to the generality of clause 3(a) hereof, the Contractor will guarantee the quality of the Goods, and any part or portion thereof, for a period of 12 months from the date of acceptance thereof.
- b) Notwithstanding clause 5 of this Part, the Contractor shall make good as soon as possible, all defects in the Goods arising from defective design, materials, workmanship or any other cause discovered within the said period referred to in sub-clause (a) above.
- c) In the event of any defect in the Goods being discovered, HKSYU shall inform the Contractor in writing of the nature of the defect, and if HKSYU does not reject the Goods, the Contractor will repair the defective Goods to the satisfaction of HKSYU, free of all costs to HKSYU.
- d) In the event that the Contractor is required to replace any defective Goods but he does not at the same time call for the return of the defective Goods, no responsibility for the defective Goods shall rest upon HKSYU, and HKSYU may dispose of them after a reasonable time in whatever manner as it sees fit.
- e) If any defects are not made good within a reasonable time, HKSYU may, after serving notice of intent on the Contractor, proceed to rectify the defects by repair or replacement at the Contractor's risk and expense without prejudice to any other rights which HKSYU may have against the Contractor.
- f) The Contractor shall remain liable to HKSYU under the terms of this clause whether or not the Goods, or any part thereof, were manufactured by him, and the Contractor shall ensure that the supplier of any Goods not manufactured by him shall be under the same liability to the Contractor as the liability undertaken by the Contractor to HKSYU pursuant to this clause.

17. Governing Law

The Contract shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region and the parties hereby agree to submit to the jurisdiction of the courts of Hong Kong Special Administrative Region in relation to any matters arising out of the Contract.

18. Order of Precedence

In the event that there is any conflict, contradiction or ambiguity between any documents which form part of the Contract, the following order of precedence shall be applied :

- i) Special Conditions of Contract
- ii) Specification
- iii) General Conditions of Contract
- iv) Contract Schedules

PART III
SPECIAL CONDITIONS OF CONTRACT

See attached sheet (if any)

Please see overleaf for PART IV - OFFER TO BE BOUND

HONG KONG SHUE YAN UNIVERSITY

STAFF TENDERING DECLARATION OF INTEREST FORM

This form should be completed by all staff members present to open tenders of goods, equipment and service for use in RGC's Competitive Research Funding Schemes for the Local Self-financing Degree Sector Projects.

I.....as a Staff Member of the Hong Kong Shue Yan University have set out below my interests in accordance with the organisation's Open Tendering Policy.

Name of Tender:

Date of Tender Opening (if applicable):

Names of Companies submitting a completed & correct tender:

Category	Please give details of the interest and whether it applies to yourself or, where appropriate, a member of your immediate family or some other close personal connection.
Do you have any previous employment with any of the companies listed?	
Do you have a financial interest in any of the companies listed?	
Do you have any investments, partnerships and other forms of business, major shareholdings and beneficial interests with any companies listed?	
Have any gifts or hospitality been offered to you by any of the companies listed in the last twelve months and was it declined or accepted?	
Are you aware of any other conflicts that are not covered by the above?	

To the best of my knowledge, the above information is complete and correct. I undertake to update as necessary the information provided, and to review the accuracy of the information on any change in supplier for the duration of this tender. I give my consent for it to be used for the purposes described in the Open Tendering Policy and for no other purpose.

Signed:.....

Position:.....

Date:.....

HONG KONG SHUE YAN UNIVERSITY

PART IV OFFER TO BE BOUND

1. I/We, the Tenderer named below, hereby offer our tender to provide the goods/services specified in the Schedule and subject to the terms and conditions set out in the Contract, and in the proposal accompanying our tender.
2. I/We hereby warrant that all information given in or attached to our tender are true, complete and correct. I/We understand that it is a criminal offence to make any dishonest representation in our tender to induce HKSJU to accept our tender.
3. I/We have read and fully understood the Tender Documents, and in consideration of HKSJU agreeing to assess our tender in accordance with the Conditions of Tender, hereby as a Tenderer AGREE to be bound by all the terms and conditions set out in the Tender Documents.
4. I/We OFFER (a) all goods/services on the terms and conditions set out in the Contract incorporating our proposal and AGREE (b) to be bound by all terms and conditions set out in the Contract incorporating our proposal.
5. I/We also certify that the particulars given by me/us below are correct:
 - (a) Business Registration Certificate No. _____
expiring on _____
 - (b) Employee's Compensation Insurance Policy No. _____
expiring on _____
6. The undersigned has been duly authorised to sign this offer to be bound for and on behalf of the Tenderer.
7. This tender is submitted with the authority and on behalf of _____
_____ (Name of the company/firm) whose registered office or
principal place of business is situated at _____

8. In the event of any queries relating to our tender, please contact:

Name: _____

Correspondence address: _____

Telephone Number: _____

Facsimile: _____

E-Mail: _____

Notes:

(a) All the particulars required above should be completed.

(b) Strike out clearly alternatives which are not applicable.

(c) The use of a postal box as the Tenderer's correspondence address will not be accepted.

Signed by an authorised signatory for and on behalf of the Tenderer :

Company Chop: _____

Name and Post of Authorised Signatory: _____

Name of Tenderer in English : _____

Name of Tenderer in Chinese: _____

Tel No.: _____

Fax No.: _____

E-mail Address: _____

To: Hong Kong Shue Yan University

Dear Sir/Madam

Tender Ref.:
Confirmation Letter for Compliance with
Anti-Collusion Clauses in Tender

[I / We]¹, _____ [(Name of the Tenderer)² of
 _____ (Address of the Tenderer)]² refer to [my / our]¹ tender for the above Tender.

[I / We]¹ confirm that before [I / we]¹ sign this confirmation letter, [I / we]¹ have been explained on and fully understood the anti-collusion clauses in the tender.

[I / We]¹ confirm that as at the time of submission of this letter and other than the Excepted Communications referred to in the last paragraph of this letter, [I / We]¹ had not communicated to any person other than HKSYU the amount of any tender, adjusted the amount of any tender by arrangement with any other person, made any arrangement with any other person about whether or not [I / we]¹ or that other person should tender, or otherwise colluded with any other person in any manner whatsoever, and undertake that at any time thereafter in the tendering process for the above Tender until the Tenderer is notified by HKSYU of the outcome of the tender exercise and other than the Excepted Communications referred to in the last paragraph of this letter, [I / we]¹ will not communicate to any person other than HKSYU 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 [I / we]¹ or that other person should tender, or otherwise collude with any other person in any manner whatsoever.

In this letter, the expression "Excepted Communications" means [my/our]¹ communications in strict confidence with [my / our]¹ own insurers or brokers to obtain an insurance quotation for computation of tender price and communications in strict confidence with [my / our]¹ consultants or sub-contractors to solicit their assistance in preparation of tender submission.

 (Signed for and on behalf of the Tenderer)³

1. Delete as appropriate.
2. Where the tenderer comprises two or more persons or companies acting in partnership, joint venture or otherwise, this part in square brackets should be expanded to include the respective names and addresses of such persons or as the case may be companies.
3. Where the tenderer comprises two or more persons or companies acting in partnership, joint venture or otherwise, all such persons or as the case may be companies must sign. The signatory for each of such persons or companies shall be a person authorized to sign the contract on behalf of that person or as the case may be company.