

Tender No: AVS-HKV-Award

Hong Kong Volunteer Award Online System Development Conditions of Contract

1. Introduction

1.1 This Conditions of Contract (CC) sets out the requirements on the development of the Online System for Hong Kong Volunteer Award (hereinafter referred to as “the Services”).

2. Contract Period

2.1 The Contract shall take effect for a contract period of thirty (30) months commencing in January 2024, or another commencement date specified by AVS.

2.2 The Services include (a) the development of front-end system, backend system, judging functions and certificate generation functions; and (b) provision of hardware, software and other requirements by 30 August 2024 or another date specified by AVS.

2.3 Thereafter, there will be a 21-month support, warranty and maintenance period.

2.4 Subject to operational needs and the completion of all the deliverables under clause 4, the contract period may be extended. The terms and conditions shall remain unchanged in the extension period.

3. Objectives

The objectives of the Services are to develop a bilingual platform of the HKV-Award Online System with (i) front-end system, (ii) backend system, (iii) judging functions and (iv) certificate generation functions. With the development of the System, AVS aims to facilitate people to engage in the HKV-Award so as to inspire more people, particularly young people, people aged 50 or above, and first-time volunteers, to participate in volunteering and to unite the power of the community in building a caring and inclusive society.

4. Scope of Services

The Contractor shall carry out the services as stipulated below to the satisfaction of AVS.

System

4.1 Front-end System

A. Bilingual Website

- i. Around 60 web pages including Traditional Chinese and English versions
- ii. Incorporate web accessibility design that refers to the guidance of Web Accessibility Handbook from the Office of the Government Chief Information Officer
- iii. Mobile responsive and device friendly

B. Account Registration

- i. Corporate/Non-Commercial organization/ Volunteer group / School / Estate / Individual who want to apply award (hereinafter referred to as "Applicant") can go to account registration page to set up a new account, a form to input details with CAPTCHA test and an email will be sent to the email address for account activation
- ii. Once account is created, Applicant can input username and password to access to their account page which will allow them to change password
- iii. Forget password function is available on the sign-in page. Auto-email will be sent to their registered email account for them to access to their account and change password
- iv. Once account is created, Applicant can choose their category type (Corporate/Non-Commercial organization/ Volunteer group / School / Estate / Individual/others to be specified by AVS)
- v. Email notification will be sent with Applicant login details upon successful user registration
- vi. Auto-logout when a time lapse of inactivity as a security measure
- vii. Allow Applicants to update their information e.g. contact person, email address, address and phone number
- viii. User Dashboard Page showing the details, awards, payment status
- ix. User able to see all the saved application forms, information and data in dashboard, can retrieve the saved applications and continue to fill-in
- x. Corresponding application forms will be available to choose for

- respective Applicant (Corporate/Non-Commercial organization/ Volunteer group / School / Estate / Individual/others to be specified by AVS) which may affect the payment amount
- xi. Basic information will auto fill-in to facilitate Applicant's future submissions
 - xii. Able to see all the saved applications in dashboard and can retrieve the saved applications and continue to fill-in
 - xiii. At least 15 types of awards are available for Applicant to fill in and submit to the System
 - xiv. Able to import batch of external data in pre-set excel format such as individual participant's volunteering hours for award application (e.g. non-commercial organization/school/corporate/collaboration project)
 - xv. Allow download and upload of documents and videos from and to System during the application process
 - xvi. Auto-email to the nominator with access link to direct him/her to fill in the nomination part in the System without viewing confidential information of the Applicant
 - xvii. Allow Applicants to upload images for offline payment
 - xviii. Auto-email notification to Applicant whenever their application is updated (e.g. change of account information, forget password requested, award application saved/submitted, nomination request sent, nomination completed, payment completed)

4.2 Backend System

A. Account Management

- i. User Management Module is available to assign registered accounts into 4 access types (Admin/Judge/Applicant/VIP)
- ii. Only Admin will access to backend system
- iii. Admin is able to create and delete user accounts of all types (Admin/Judge/Applicant/VIP) and manually email users the user name and password individually or in batch
- iv. Able to import data to create accounts in batch (e.g. input membership data from other system to create multiple Applicant users, input VIP data from pre-set excel to VIP database in System)
- v. Admin can add, edit and delete data of all account types (e.g. name, official position, role(s) in AVS, roles in HKV-Award in 2022, 2023, 2024 and onwards, contact person name and contact details, remarks) individually or in batch (as excel) to maintain databases of

Applicant, Judge and VIP in System with de-duplicate functions

B. Application Submission (submission)

- i. Admin is able to import a batch of submission (in pre-set excel format) to the System for individual Applicant or for batch of Applicants to insert Applicant(s)' volunteering hours for award application)
- ii. Admin can update submission details and data of individual Applicant
- iii. Admin is able to export the application forms as Excel for people who cannot access the System to fill in the forms and can import the filled-in application forms (in excel) afterwards to the System for applying the awards
- iv. Admin can update the payment of each submission manually
- v. Admin is able to view full submission list showing all submissions and all new submissions by award types to review details and check payment status
- vi. Email notification to Admin for new submissions
- vii. A unique ID is assigned to individual submission and to individual Applicant so that Admin can view records by submission and by Applicant
- viii. Update application status (e.g. Submitted, Paid)

C. Judging

- i. Admin can create Judge accounts for people who are invited by AVS as judges to review the submissions of different award types (hereinafter referred to as "Judge")
- ii. Admin can assign submissions to different judging panels (only judges of that panel will be able to view the assigned submissions) and assign Judges to one of more judging panels
- iii. Admin can view all judges' comments and decisions on each submission on a summary list of submissions under each judging panel
- iv. Able to view and output a summary list of the judging results (with individual judge's scoring) showing all the submissions under respective judging panels
- v. Assign award submissions (summaries of submissions of corresponding awards) to each panel
- vi. Admin can generate CSV or excel output with filter(s) (e.g. Applicants

shortlisted for interviews by preliminary screening panels, Applicants shortlisted for interviews by final judging panels, awardees, unsuccessful Applicants)

D. Reporting

- i. Admin can export data from the System in CSV or excel, such as judging results and VIP list with filter(s)
- ii. Statistic dashboard with regular real-time registration status with export functions to track user behaviors on registration and application on a regular basis
- iii. Website be linked to Google Analytics with access granted to AVS to review all real-time data

E. Award Confirmation

- i. After whole judging process, Admin can indicate which Applicants and which Applicants' members as Awardee(s), individually or in batch, by updating directly in System or importing from pre-set excel
- ii. Admin can generate CSV and excel output with filter(s) (e.g. Applicants shortlisted for interviews by preliminary screening panels, Applicants shortlisted for interviews by final judging panels, awardees, unsuccessful Applicants)

4.3 Judging Functions

There should be three levels of judging process available in System: Level 1 Secretariat Review; Level 2: Preliminary Screening Panel; and Level 3: Final Judging Panel.

A. At Individual Judge Level:

- i. Each judge can be assigned to one or more judging panels (award types)
- ii. A judging summary table to be available to list out all submissions under the judging panel (corresponding award type) assigned to a judge
- iii. Individual submission from Applicants will be displayed as a reader-friendly format for Judge to view one submission at a time and individual submission can also be exported in PDF format for Judge who would like to read in printed version
- iv. Judges can leave comments and scores on each submission which

will be reflected in the judging summary table of this judge. He/she can also directly input comments and scores in the judging summary table

- v. When judge first log in to access the submissions of Applicants or judging summary table, an online confidentiality declaration statement will be prompted and requested the judge to sign with e-signature
- vi. Conflict of interest declaration form is available for judge to declare and to sign with e-signature required. Judge user can indicate in individual submission that he/she may have possible conflict of interest with Applicants. Judge user may or may not leave comments and score in the declared submissions.

B. At Judging Panel Level:

- i. Each judging panel consists of about 4-10 judges, or other number specified by AVS
- ii. Comments and scores left by individual judge on each submission will be simultaneously reflected in the judging summary table at judging panel level and all judges will be able to view it
- iii. The overall scoring at panel level is calculated from scoring of individual judge. A function will be available to auto-consolidate the scores of all judges into one overall score. The overall score will be auto-adjusted if the total number of judges scoring particular submission changed e.g. when certain judge(s) excuse to score due to declaration of conflict of interests
- iv. The judging summary table at judging panel level will show all submissions with judges' scoring and with filter(s) and sorting functions on scoring which can also export as CSV or excel

C. Between Different Levels of Judging Processes

- i. Upon completion of Level 1 Secretariat Review, the consolidated final results of each submission in the judging panel at level 1 will be available in the Level 2 Preliminary Screening Panel. Judges at Level 2 can view the results made in Level 1 in judging summary table and individual submission as "Secretariat's Recommendation"
- ii. Upon completion of Level 2 Preliminary Screening Panel, the final results at this level will become the lists of submissions for judging for Level 3 Final Judging Panel
- iii. Admin can manually assign different submissions to the three judging

levels anytime

4.4 Certificate Generation Functions

- i. Once Applicant is confirmed as Awardee, Admin will update the Applicant's status in System as Awardee. When this Applicant (Awardee) log into the account, System can auto-recognize which award the Applicant or members of the Applicant are entitled (e.g. individual Hour Award 50hrs -> Bronze, 100hrs -> Silver, subject to change)
- ii. Applicant (Awardee) can download the e-cert of their eligible awards from their account with their name (Corporate/Non-Commercial organization/ Volunteer group / School / Estate/Individual) or their members' name on it.
- iii. Able to generate certificates of individual awards (in individual file or in batch) of a single Applicant User

4.5 Optional Item

- i. Payments for items including but not limited to registration fee, membership fee and certificate printing
- ii. Option to make Stripe Online Payment or Bank-In which affect the payment status field for the application with proposed payment gateway indicated
- iii. A button to trigger sending receipt to Applicants after Admin confirmed receipt of payment

4.6 Hardware, Software and Other Requirements

Contractor should propose and provide the required hardware, software and operating system running the online platform through Cloud with backup and security control. For hardware, it is necessary to specify complete hardware specifications. For operating system, please specify the version number.

A. Minimum requirements of VDS Server

- i. 200GB VDS Server
- ii. Setup with RedHat OS, Apache, PHP, MariaDB
- iii. 1 Static IP included
- iv. Daily Backup to external storage (backup storage excluded)
- v. Server Monitoring and Management

- vi. 8x5 Server Support
- vii. Anti-virus / Anti Malware / Anti Ransomware included

B. System Security

- i. Contractor should implement strong user authentication mechanisms, such as multi-factor authentication (one-time password via SMS)
- ii. Data Encryption: Contractor should utilize encryption techniques to protect sensitive personal data both during transmission and storage. This includes encrypting data at rest and in transit
- iii. Contractor should ensure the System to provide with reasonable protection to the data and must be able to withstand most common attacks. Contractor should provide security measurements with service and security level

C. Penetration testing (PEN test)

Contractor should

- i. conduct the test before System goes live
- ii. website and server checking
- iii. suggests changes after PEN test and fix the changes if approved by AVS

D. Database System

Contractor should include the design of database structure and schema to be applied.

E. Software

Other than the database system, Contractor shall specify the mandatory software e.g. programming languages, system software and etc.

Contractor shall also specify the optional software if applicable.

F. Portal Size

The initial System should be able to handle the following estimated size:

Estimated number of submission or project to be hosted: around 1,500 submissions per year, plus multi-media information uploaded to the information portal. Minimum hosting duration will be 30 months.

4.7 Support, Warranty and Maintenance

A total of 21-month support, warranty and maintenance services will start

after the delivery of clauses 4.1 to 4.4 and 4.6 of the CC to the satisfaction of AVS. The support, warranty and maintenance services include:

A. Three-month Post Implementation Support

- i. Closely monitors the System's performance
- ii. Addresses any immediate issues

B. Six-month Warranty Period after three-month Post Implementation Support

- i. Provides assurance for System's performance and functionality
- ii. Free bug fixes
- iii. Critical error fixing
- iv. All critical errors must be acknowledged by Project Manager and responded to AVS within 1 - 4 hours of reporting depends on the severity of the impact to the System
- v. Resolution for critical errors should be achieved within 4 - 24 hours after acknowledgment by Project Manager depends on the severity of the impact to the System
- vi. Allows users to thoroughly test the System, identify any defects or issues, and have them resolved at no additional cost

C. 12-month Maintenance Period after the six-month Warranty Period

- i. Regular updates
Enhancements and support for the System to ensure the System's long-term reliability and adaptability

Subject to operational needs, AVS reserves the right to adjust the above scope of services.

5. Deliverables and Submission Schedule

5.1 The Contractor shall provide the following deliverables according to the tentative submission schedule as tabulated below after the award of the Contract or otherwise agreed with the AVS. AVS reserves the right to vary the submission schedule to match the launch of HKV-Award in the year.

5.2 The Contractor shall deliver to AVS the Services as stipulated in clauses 4.1 to 4.4 (or to 4.5 with optional item), 4.6 and 4.7 above.

Deliverables	Submission Schedule
Completion of front-end and backend system as stipulated in clauses 4.1 – 4.2 of the CC; and Provision of hardware, software and other requirements as stipulated in clause 4.6 of the CC, to the satisfaction of AVS	15 May 2024
Completion of judging functions and certificate generation functions to the satisfaction of AVS as stipulated in clauses 4.3 – 4.4 of the CC.	August 2024
Provision of 21-month support, warranty and maintenance services to the satisfaction of AVS as stipulated in clause 4.7 of the CC.	After the completion of the System development as stipulated in clause 4.1 to 4.4 (or to 4.5 with optional item) and the provision of hardware, software and other requirements as stipulated in clause 4.6 of the CC.

6. **Payment Schedule**

6.1 Payment for the Services accepted by AVS will be made within 30 days upon receipt of the Contractor's invoice according to the following schedule:

Payment No.	Milestone	Percentage of Total Amount in Part A of the Contract Schedule
1	Upon the commencement of the Contract	10%
2	Upon completion of front-end and backend systems as stipulated in clauses 4.1 – 4.2 of the CC; and Provision of hardware, software and other requirements as stipulated in clause 4.6 of the CC, to the satisfaction of AVS.	40%
3	Upon completion of judging functions and certificate generation functions to the	20%

Payment No.	Milestone	Percentage of Total Amount in Part A of the Contract Schedule
	satisfaction of AVS as stipulated in clauses 4.3 – 4.4 of the CC.	
4	Upon completion of the Support, Warranty and Maintenance Services of 21 months as stipulated in clause 4.7 of the CC, to the satisfaction of AVS.	30%

6.2 All the deliverables shall be delivered to the satisfaction of AVS. AVS reserves the rights to reject the deliverables or to require amendment(s) to the deliverables that the quality of the deliverables is found substandard. The Contractor shall submit sound justifications in writing for the approval by AVS when there is any alternation to the deliverables under clause 4 of the CC.

7. Contractor's Team

7.1 In the course of the Services, the Contractor shall fully cooperate with AVS and shall follow all instructions of AVS.

7.2 The Contractor shall maintain for the duration of this Contract an office in Hong Kong under the control of a Project Manager of the Contractor who shall be responsible for the Services. The Contractor shall have adequate authority and sufficient professional, technical and administrative support staff in all relevant disciplines to ensure progress to the satisfaction of AVS.

7.3 The Contractor shall provide all manpower and sub-Contractor services required for the satisfactory completion of the Services. No additional fees or expenses for the provision of such services rendered locally or overseas shall be payable by AVS.

7.4 The Contractor shall, if reasonably possible, attend or be represented at all meetings convened by AVS. Bi-weekly and ad-hoc meetings will be held as determined by AVS to monitor progress, provide guidance and consider the Contractor's recommendations. The meetings shall be attended by the Project Manage and other appropriate representatives of the Contractor.

8. Function Tests and User Acceptance Tests

8.1 Contractor shall conduct the Function Tests to prove that the System is in compliance with the requirements and every part thereof are operating in full and proper working order.

8.2 Before the System goes live, AVS's representative shall carry out the User Acceptance Tests (UAT) to assess whether every part thereof is operating properly in accordance with the specification. Contractor is responsible for rectifying the issues identified during UAT and need to make the necessary adjustments, fixes, or improvements to ensure that the system meets the requirements and passes the UAT.

9. Delays

Contractor shall provide the System Ready for Use on or before the Completion Date. If Contractor fails to provide a delayed System Ready for Use within 14 days after the applicable Completion Date, Contractor shall pay AVS as and by way of liquidated damages and not as a penalty for any losses or damage sustained by AVS resulting from delay during the period from the applicable Completion Date to the date on which the Contractor provides such delayed System Ready for Use the sum of 0.15% of such portion of the Price attributable to such delayed part for each day or part of the day of such delay up to a total maximum of 15% of such portion of the Price attributable to the delay part. The payment of liquidated damages shall not relieve the Contractor from its obligation to provide System Ready for Use or from any other liability or obligation under the Contract.

10. Termination and Effects of Termination

10.1 Without prejudice to any rights and claims of AVS under the Contract or otherwise at law, AVS shall be entitled to forthwith terminate the Contract if any one event mentioned in any of the clauses 10.1(i) to (x) of the CC below occurs:

- i. Contractor fails to observe or perform any of the terms and conditions of the Contract and (in the case of a breach capable of being remedied but not otherwise) has failed to remedy the breach to the satisfaction of AVS within seven days (or such longer period as AVS may, in its sole discretion, allow) after the issuance by AVS to the Contractor of a request in writing requiring it to do so; or
- ii. Contractor is persistently in breach of any provision of the Contract (whether the persistent breaches relate to the same provision or

- different provisions); or
- iii. any warranties or undertakings, representations made or deemed to have been made by the Contractor to AVS in the Contract or in its tender for the Contract or otherwise from time to time during the term of the Contract is untrue; or
 - iv. Contractor becomes bankrupt or goes into liquidation or a petition has been filed for the bankruptcy or the winding up of the Contractor otherwise than for the purpose of a solvent reconstruction or amalgamation previously approved by AVS in writing or the Contractor has become insolvent or make any composition or arrangement with creditors; or
 - v. Contractor abandons the Contract in part or in whole; or
 - vi. Contractor assigns or transfers or purports to assign or transfer all or any part of the Contract without the prior written consent of AVS; or
 - vii. Contractor is found to have provided or supplied any incomplete, false or incorrect statement or information or document in bidding for the Contract or from time to time during the continuance of the Contract; or
 - viii. Contractor is found to have employed illegal workers in the execution of this Contract; or
 - ix. Contractor or its sub-contractors has/have engaged, is/are engaging, or is/are reasonably believed to have engaged or be engaging in acts or activities that are likely to cause or constitute the occurrence of offences endangering national security or otherwise the exclusion is necessary in the interest of national security, or is necessary to protect the public interest of Hong Kong, public morals, public order or public safety; or
 - x. Contractor has made any false declaration or untruthful revelation in regard to the record of convictions of offences under any of the relevant Ordinances in its tender submission made during the bidding process of this Contract.

10.2 Notwithstanding anything herein to the contrary, AVS may at any time during the continuance of the Contract, at its option and without cause, terminate the Contract by giving the Contractor one month's prior written notice of such termination.

11. Confidentiality

All deliverables, materials and data furnished by or on behalf of AVS in connection with the Contract and the terms and conditions of the Contract

shall be treated as confidential information. The Contractor shall not, during the continuance of the Contract or at any times thereafter, disclose to any person (including any associates or associated persons, directors, officers, employees or agents of the Contractor) any confidential information unless otherwise agreed by AVS.

12. Ownership, Copyright and other Intellectual Property Rights

12.1 AVS owns the exclusive copyright of all materials and designs delivered by the Contractor, including but not limited to programme source, concepts, graphics, photographs, designs, artworks, hardcopies and softcopies. The copyright and any similar rights in any parts of the world, of the designs delivered by the Contractor under this Contract shall be vested in AVS. Any information obtained by the Contractor in connection with the Services shall be for the sole purpose of the Services only, and must not be released to any other party or used for any other purposes without the prior consent of AVS in writing.

12.2 All deliverables, materials and any other documents or things prepared, produced, procured or created by the Contractor in relation to the Contract and recorded or stored by whatever means and in whatever form or media (collectively, "Materials") shall be the exclusive property of AVS. All intellectual property rights (including without limitation, copyrights, patents, trademarks, service marks, design rights, database rights, rights in know-how) in any such Materials shall vest in and belong to AVS absolutely immediately upon creation.

12.3 The Contractor shall ensure that no intellectual property rights of any third parties have been or will be infringed as a result of the Services provided for the Contract and shall indemnify AVS against any loss or damage which AVS may sustain or incur as a result of any allegation of or claim for infringement of the intellectual property rights of any party arising from or in any way related to the Contract or the use or possession at any time whether before or after the execution of the Contract of the Materials by AVS.

12.4 The provisions of clause 12 of the CC shall survive the expiration or early termination of the Contract.

13. Use of Personal Data

AVS undertakes to comply with the requirements of the Personal Data (Privacy) Ordinance to ensure that personal data kept are accurate and securely kept.

Please refer to AVS website below for details:

https://www.avs.org.hk/eng/collection_of_personal_data

14. Enquiry

For any enquiry about this tender exercise, please contact Ms Yan Yip at (852) 3156 2636 or by email (HKV-Award@avs.org.hk).

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