

GENERAL CONDITIONS OF CONTRACT FOR SERVICE

DEFINITIONS

In this Contract, unless the contrary intention appears, the following words and expressions shall have the following meanings when construing the Contract:

“ Appointed Service Provider ”	shall mean the Tenderer whose Tender is accepted by HKSIL as hereinafter provided.
“ Conditions ”	shall mean the Special and General Conditions of the Agreement.
“ Contract ”	shall mean the Tender Form submitted by the Appointed Service Provider, the Conditions, Schedule of Rates submitted by the Appointed Service Provider, the Service Brief , HKSIL’s Notice of Acceptance of the Appointed Service Provider’s Tender and any correspondence between the parties and other documents expressed to form part of the Contract.
“ Contract Fee ”	shall mean the Contract Fee referred to in Clause 2 of the Special Conditions of Contract in Part I of this Contract.
“ Contract Period ”	shall mean the period specified in Clause I of the Special Conditions of Contract in Part I of this Contract. Where any periods or days are mentioned in these documents, it shall be taken to mean Gregorian calendar days inclusive of all holidays, Sundays and days of typhoon and inclement weather.
“ HKSAR ”	shall mean the Hong Kong Special Administrative Region of the People’s Republic of China.
“ Employer ”	shall mean the Hong Kong Sports Institute Limited.
“ HKSI ”	shall mean the Hong Kong Sports Institute.
“ HKSIL ”	shall mean the Hong Kong Sports Institute Limited.
“ Invitation to Tender ”	shall mean this Invitation to Tender for the services as specified in the Service Brief of HKSIL.
“ HKSI Premises ”	shall mean the whole campus of the Hong Kong Sports Institute.
“ Payment Term ”	shall mean the Payment Term referred to in Clause 2 of the Special Conditions of Contract in Part I of this Contract.
“ Service Brief ”	shall mean the Service Brief set out in Annex I hereto.

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- “Site”** shall mean the lands and other places at which the Works in this Contract are to be carried out and any other lands or places provided by HKSIL for the purpose of carrying out the requirements of this Contract together with such other places as may be subsequently notified in writing by HKSIL to the Appointed Service Provider as forming part of the Site.
- “Tender”** shall mean a Tender submitted by the Tenderer in response to this Invitation to Tender attached hereto.
- “Tenderer”** shall mean, as the context requires, a party:
- (a) to whom this Invitation to Tender is addressed, or
 - (b) who is submitting a Tender, or
 - (c) whose Tender is accepted by HKSIL (herein after referred to as Appointed Service Provider).
- “Service”** shall mean all the Service provided by the Appointed Service Provider pursuant to this Agreement and all other obligations of the Appointed Service Provider hereunder.

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Assignment, Subcontracting and Change of Control

- 1.1 The Appointed Service Provider shall not, without the prior written consent of HKSIL, assign, transfer or otherwise dispose the benefit of the Contract (or any interest therein) or sub-contract the Contract or any part thereof. Any such consent shall not relieve the Appointed Service Provider from any of its obligations under the Contract. In addition, this Contract and/or its proceeds shall not be used as a collateral security for a loan or any type of financing arrangements.
- 1.2 Any change of control in the Appointed Service Provider (as a legal person) shall be deemed to be an assignment by the Appointed Service Provider. A change of control means any change in the identity of the ultimate person or persons who have the ability to direct the affairs of the Appointed Service Provider whether by way of contract, direct or indirect ownership of shares or otherwise.

Termination of the Appointed Service Provider

- 2.1 Notwithstanding anything to the contrary in the Contract, HKSIL may immediately terminate the Contract by notice in writing to the Appointed Service Provider upon the occurrence of any of the following events:
 - 2.1.1 the Appointed Service Provider has engaged or is engaging in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security;
 - 2.1.2 the continued engagement of the Appointed Service Provider or the continued performance of the Contract is contrary to the interest of national security; or
 - 2.1.3 HKSIL reasonably believes that any of the events mentioned above is about to occur,

whereupon, without releasing the Appointed Service Provider from any of his obligations or liabilities under the Contract or affecting any rights or powers conferred on HKSIL by the Contract, HKSIL may complete or may employ any other Service Provider to complete all outstanding works or services in respect of the Works and the Appointed Service Provider shall be liable for all and any costs incurred.

- 2.2 Without prejudice to **Clause 2.4** of General Conditions of the Contract, if the Appointed Service Provider defaults in carrying out all or any of the Services satisfactorily provided for in the Contract, fails to perform any of its obligations under the Contract or to observe any conditions under the Contract, HKSIL may terminate the Contract forthwith by notice in writing, but without prejudice to any claims by HKSIL or remedies for breach of the Contract and in particular, HKSIL shall thereafter at its absolute discretion to assign the Services which were unsatisfactorily performed by the Appointed Service Provider to another Service Provider whereupon the Appointed Service Provider shall be liable for all and any costs so incurred. HKSIL may make full use of all or any printing matters, information or other documents or

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intellectual property (e.g. drawings, maps and layout plans) produced or prepared by the Appointed Service Provider pursuant to and for use under the Contract. The aforesaid balance of the unsatisfactory Services and any sums so incurred shall be identified by HKSIL as conclusive.

2.3 If HKSIL chooses, at its sole discretion, to appoint another Service Provider under the circumstances described under **Clause 2.2** of General Conditions of Contract, the Appointed Service Provider shall be liable to HKSIL, but without prejudice to any claims by HKSIL, to pay for any additional expenditure, expenses, disbursements, costs and fees so incurred by HKSIL.

2.4 If the Appointed Service Provider shall default in any one or more of the following respects, that is to say:

2.4.1 if it without reasonable cause wholly suspends the provision of the Works (or any part thereof) during the Contract Period, or

2.4.2 if it has abandoned the Works (or any part thereof); or

2.4.3 if it fails to diligently carry out the Works despite previous warning by HKSIL in writing, or

2.4.4 if it refuses or persistently neglects to comply with a written notice from HKSIL requiring him to improve the standard of the Works; or

2.4.5 if it has sub-let or assigned the Contract; or

2.4.6 if there shall be any breach of any of the terms and conditions of the Contract on the Appointed Service Provider's part to be observed and performed;

then HKSIL may, without prejudice to any other rights or remedies of HKSIL and without prejudice to **Clause 2.2** of the General Conditions of Contract, forthwith terminate the appointment of the Appointed Service Provider and this Contract, immediately with or without prior notice to the Appointed Service Provider and expel the Appointed Service Provider from the HKSI Premises.

2.5 In the event of the appointment of the Appointed Service Provider being terminated as aforesaid and so long as it has not been reinstated and continued, the following shall be the respective rights and duties of HKSIL and Appointed Service Provider:

2.5.1 HKSIL may, in its absolute discretion consider fit, appoint and pay other persons to carry out the Services.

2.5.2 The Appointed Service Provider shall, if so required by HKSIL within 14 days of the date of termination, assign to HKSIL or any person appointed by it (free of charge) the benefit of any agreement and/or sub-contracting arrangement for execution of

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any Services for the purposes of this Contract.

- 2.6 The Appointed Service Provider shall, as and when required in writing by HKSIL so to do (but not before), remove immediately from the HKSI any tools, equipment, materials, and goods belonging to or hired by him. If within a reasonable time after any such demand has been made, the Appointed Service Provider has not complied therewith, then HKSIL may, without giving any further notice to the Appointed Service Provider (but without being responsible for any loss or damage), remove and sell any such property of the Appointed Service Provider, and thereafter hold the proceeds (less all costs incurred and/or all sums due by the Appointed Service Provider hereunder) to the credit of the Appointed Service Provider (if any).

Termination of Contract by Serving Notice

- 3.1 Notwithstanding **Clauses 2.2 and 2.4** of General Conditions of Contract, HKSIL may give the Appointed Service Provider 14 calendar days' written notice to terminate the Appointed Service Provider and the Appointed Service Provider may give HKSIL 14 calendar days' written notice to terminate the Contract.
- 3.2 Subject to **Clause 3.1** of General Conditions of Contract, in the event of the Contract being terminated whether by effluxion of time, notice, breach or otherwise, the Appointed Service Provider shall immediately refund to HKSIL any excess sum which have been made to the Appointed Service Provider by HKSIL before the termination of the Contract and if such refund is made within 7 days, without interest.
- 3.3 Termination shall be without prejudice to the rights and remedies of either party in respect of any antecedent breach of the other party (if any).
- 3.4 The right of the Appointed Service Provider to use any of the specific premises of the HKSI under this Contract shall cease on the termination of this Contract.

Recovery of Status Due

- 4.1 Whenever under the Contract any sum of money shall be recoverable from or payable by the Appointed Service Provider, HKSIL has the discretion to deduct such sum from or set off such sum against any fee/sum then due or which at any time thereafter may become due to the Appointed Service Provider under the Contract or any other contract(s) with HKSIL.

Bankruptcy or Insolvency of the Appointed Service Provider

- 5.1 HKSIL may at any time by notice in writing unilaterally and immediately terminate the Contract forthwith without entitling the Appointed Service Provider to compensation in any of the following events:

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- 5.1.1 If applicable, where the Appointed Service Provider shall at any time be adjudged bankrupt, or shall have a bankruptcy order or orders for administration of its estate made against it or shall take any proceedings for liquidation or composition under any applicable laws or regulations or make any conveyance or assignment of its effects or composition or arrangement for the benefit of its creditors or purports so to do.
- 5.1.2 If the Appointed Service Provider, being a limited company or corporation, shall pass a resolution for voluntary winding up or a petition for winding up shall be filed or other step has been taken by any person for the winding up or dissolution of the Appointed Service Provider, 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 creditors and/or debenture holders of the Appointed Service Provider, or possession taken by or on behalf of the holders of any debentures secured by a floating charge, of any property comprised in or subject to the floating charge or circumstances shall have arisen which entitled the Court or creditors and/or debenture holders to appoint a receiver or manager.
- 5.2 Provided always that such termination shall not prejudice or affect any right or action or remedy which shall have accrued or shall accrue thereafter to HKSIL. Provided always that the appointment of the Appointed Service Provider may be reinstated and continued if HKSIL and the Appointed Service Provider (its trustee in bankruptcy liquidator, receiver or manager) as the case may so agree.
- Notice to the Appointed Service Provider** 6.1 All notices (including demands or consents required or permit) to be given under the Contract shall be given by either party to the other in writing. Any notice to be given by either party to the other shall be delivered personally or sent by pre-paid postal delivery or registered post to the addressee at the addressee's registered office (if being a limited company or corporation) or its last known address to the despatching party (in any other case) for the time being or by fax or electronic mail (e-mail) to such fax number or e-mail address last known to the despatching party. The notice shall be deemed to be received:
- 6.1.1 if delivered personally, at the time of receipt;
- 6.1.2 if sent by post, at the expiration of 48 hours after posting (having been correctly addressed) whether or not received;
- 6.1.3 if sent by fax or e-mail, 24 hours after dispatch to the correct fax number or e-mail address of the addressee.
- Authorised Representative** 7.1 HKSIL shall appoint an authorised representative to liaise with the Appointed Service Provider and supervise the performance of the Appointed Service Provider in relation to the requirements as detailed in the Contract.

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- 7.2 Performance of Services shall be subject to the satisfaction of HKSIL's authorised representative who may at any time conduct inspections relating to the Appointed Service Provider's performance. The Appointed Service Provider is expected to be available for such inspections and to make available report or data for the area(s) under inspection. Any faults detected at these inspections shall be rectified as soon as possible.
- 7.3 The Appointed Service Provider shall appoint an authorised representative to liaise with HKSIL's authorised representative on all necessary co-ordination/co-operation Services to ensure the smooth commencement, progress and completion of the Contract and the provision of the Services. The authorised representative of the Appointed Service Provider must be able to communicate fluently in Cantonese, Putonghua and English.
- Reporting of Accidents** 8.1 If any accident (whether injury or death has been caused to any person or loss or damage has been caused to any property or not) occurs during the provision of the Services, the Appointed Service Provider shall report immediately by all means to HKSIL's authorised representative.
- Replacement of Appointed Service Provider's Employee** 9.1 The Appointed Service Provider shall provide suitable and sufficient staff for all the purposes set out in this Contract.
- 9.2 The Appointed Service Provider shall ensure so far as is possible that all persons employed by it are efficient sober and honest and will not employ for the purposes of this Contract any person to whose employment reasonable objection is taken by or on behalf of HKSIL.
- 9.3 The Appointed Service Provider shall comply with all applicable laws and regulations in carrying out and providing the Services and in performing its obligations under this Contract and shall procure its employees workers agents and sub-service providers to comply with all applicable laws and regulations in carrying out and providing the Services.
- 9.4 HKSIL shall have the right, at its sole discretion, to require the Appointed Service Provider to remove any employee, if he/she is in violation of the regulations of HKSIL or commits any illegal or dishonest act, or engages in behaviour deemed by HKSIL at its sole discretion not to be in the best interests of HKSIL.
- Employment of Illegal Workers** 10.1 The Appointed Service Provider undertakes not to employ illegal workers in the execution of the Contract or any other HKSIL contract(s). Should the Appointed Service Provider be found to have employed illegal workers in breach of this undertaking, HKSIL may, by notice in writing, terminate the Contract and the Appointed Service Provider is not entitled to claim any compensation. The Appointed Service Provider shall be liable for all expenses incurred by HKSIL as a result of the termination of the Contract.

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- General Requirements of Appointed Service Provider's Employees**
- 11.1 The Appointed Service Provider shall make its own arrangements in relation to the provision of such labour, as required for the execution of the Services and shall make due diligence in arranging for a sufficient and suitable supply of such labour, but all such arrangements shall be in accordance with the Employment Ordinance, Cap.57 of the Laws of HKSAR and other statutory requirements and also subject to the rules and regulations of HKSIL.
- 11.2 The Appointed Service Provider shall arrange appropriate working schedule to ensure that all its employees, workers, sub-service providers and agents can maintain good energy to carry out the Services at all times.
- 11.3 The Appointed Service Provider shall also ensure that the contents of the **Service Brief** inclusive of the terms and conditions of this Contract are brought to the attention of every employee, worker, sub-service provider or agent of the Appointed Service Provider who shall from time to time be engaged in the Services.
- 11.4 The Appointed Service Provider shall ensure its employees will comply with and observe the special requirements of the Appointed Service Provider's employees as set out in **Clause 6** of the Special Conditions of Contract.
- Record of Attendance**
- 12.1 The Appointed Service Provider shall ensure that all its employees responsible for providing the Services, upon entering and leaving the relevant HKSIL Premises, to sign or clock in for their attendance. Such records of attendance shall be kept by the Appointed Service Provider's authorised representative and be available for HKSIL's inspection.
- Liabilities, Indemnification and Insurance Policy**
- 13.1 HKSIL or its employees or agents, and HKSAR Government and The Secretary for Home and Youth Affairs Incorporated shall not be under any liability whatsoever in respect of the following:
- 13.1.1 Any loss or damage to any of the Appointed Service Provider's properties (real or personal) or that of its employees, workers or agents or sub-service providers however caused (whether by any negligence of HKSIL or its employees or agents).
- 13.1.2 Any damages or compensation under any applicable laws and regulations including those under the Fatal Accidents Ordinance, Cap.22 of the Laws of HKSAR, the Employees' Compensation Ordinance, Cap.282 of the Laws of HKSAR, or at common law or equity by or in consequence of or connection with any accident, injury to or death of any of the Appointed Service Provider's employees or workers or that of its agents or sub-service providers or any tier of sub-service providers (save and except any such injury or death caused by the negligence of HKSIL or its employees).

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- 13.2 The Appointed Service Provider shall indemnify HKSIL and the HKSAR Government and the Secretary for Home and Youth Affairs Incorporated from and against any claim, proceeding, demand, cost, charge, expense, liability and action in respect of any liability caused by or arising from carrying out the Services, including but not limited to the following:
- 13.2.1 Any loss or damage to any of the Appointed Service Provider's properties (real or personal) or that of its sub-service providers however caused (whether by any negligence of HKSIL or its employees or agents).
 - 13.2.2 Any loss or damage to any of HKSIL's properties (real or personal) however caused (whether by any negligence of the Appointed Service Provider or its employees, workers or agents or sub-service providers).
 - 13.2.3 Any injury to or death of any person whomsoever including but not limited to both HKSIL and the Appointed Service Provider's employees or workers or that of its agents or sub-service providers or any tier of sub-service providers (save and except any injury or death caused by the negligence of HKSIL or its employees).
 - 13.2.4 Any loss or damage to any property whatsoever (real or personal) sustained by or any injury to or death of any third party in consequence of any negligence of the Appointed Service Provider or its employees workers or agents or sub-service providers or any tier of sub-service providers where such injury death or damage as the case may be shall be caused by or arise out of or in the course of the carrying out of the Appointed Service Provider's duties under this Contract.
 - 13.2.5 Any liability arising directly or indirectly from any act or failure or omission or negligence of the Appointed Service Provider or its employees workers or agents or sub-service providers or any tier of sub-service providers.
 - 13.2.6 Any loss, damage or liability to any third party arising out of or in the course of the carrying out of the Appointed Service Provider's duties under this Contract, or directly or indirectly from any act or failure or omission or negligence of the Appointed Service Provider or its employees workers or agents or sub-service providers or any tier of sub-service providers.
- 13.3 Without prejudice to its liability to indemnify HKSIL under **Clauses 13.1 and 13.2** of the General Conditions of Contract, the Appointed Service Provider shall at its own expense at all times effect and maintain or cause to be maintained the following insurance policies in the joint names of HKSIL, HKSAR Government, the Secretary for Home and Youth Affairs Incorporated, the Appointed Service Provider, its sub-service providers and any tier of sub-service providers (if so requested by HKSIL) with an insurance company/companies

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approved by HKSIL, and the relevant policies are to be deposited with HKSIL prior to the commencement of the Services and during the whole Contract Period. The Appointed Service Provider shall furnish a letter from the insurance company or companies confirming that the relevant policy complies with the terms and conditions of the Contract.

- 13.3.1 Such insurances as are necessary to cover the liability of the Appointed Service Provider or, as the case may be, including without limitation to and without prejudice to the Appointed Service Provider obligations under the insurance against loss and damage by fire, lighting, explosion, storm, typhoon, flood, bursting or overflowing of water tanks, apparatus or pipes, earthquake, aircraft and other aerial devices or articles dropped therefrom, riot, civil commotion for the full value thereof.
- 13.3.2 Public Liability Insurance relevant to the Services to meet all claims by third parties for accidents in respect of personal injuries or death and loss or damage to properties (real or personal) notwithstanding that the liability to indemnify HKSIL is absolute, with a limit of indemnity of not less than HK\$20 million for any one incident and unlimited in amount for the period of insurance.
- 13.3.3 Employees' Compensation Insurance (for all employees of the Appointed Service Provider, its sub-service providers and any tier of sub-service providers who shall be engaged in the performance of the Appointed Service Provider's duties under the Contract).
- 13.3.4 Property All Risk Insurance (for assets of the Appointed Service Provider/its sub-service providers).
- 13.4 The Appointed Service Provider shall not cause or permit any of its employees so to be engaged unless insured as provided above.
- 13.5 In the event of the Appointed Service Provider's employees workers or agents, or employees or Services of sub-service providers or employees of any tier of sub-service providers suffering any injury or death in the course of or arising out of the Contract and whether there be a claim for compensation or not, the Appointed Service Provider shall within seven clear working days give notice in writing of such injury or death to HKSIL.
- 13.6 The repair of damage caused to HKSIL properties (real or personal) shall be carried out by (including but not limited to) the appointed agent(s) of HKSIL at the sole expense of the Appointed Service Provider.
- 13.7 The Appointed Service Provider shall pay to HKSIL on demand the cost of all such repairs as evidenced by (including but not limited to) invoices and/or as calculated at HKSIL standard rates of labour, overheads and materials in force at the time such repairs are carried out.

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13.8 If the Appointed Service Provider shall fail to effect and keep in force the insurance mentioned above or any other insurance which it may be required to effect under the terms of this Contract or where the Appointed Service Provider fails to show to the satisfaction of HKSIL that such insurance has been effected and that the relevant premium has been paid then and in any such cases HKSIL may effect and keep in force any such insurance and make payment of such premium as may be necessary for that purpose and deduct the amount so paid by HKSIL as aforesaid from any moneys due or may become due to the Appointed Service Provider or recover the same as a debt due from the Appointed Service Provider.

Appointed Service Provider to Accept Risks

14.1 The Appointed Service Provider shall take upon itself the whole risk of executing the Services in accordance with the specifications, terms and conditions of the Contract and any other documents as appropriate.

14.2 The Appointed Service Provider shall also take upon itself the whole risk of cash handling. HKSIL shall not be responsible for any loss of cash by the Appointed Service Provider.

Equipment, Materials and Storage

15.1 The Appointed Service Provider shall provide all labour, uniforms, equipment and other materials necessary for the execution and performance of the Services at its own cost and expense. HKSIL shall not be responsible for any such cost or expense.

15.2 HKSIL shall not be responsible for any loss or damage caused to equipment or materials of the Appointed Service Provider or to any properties or articles belonging to the Appointed Service Provider.

15.3 The Appointed Service Provider's authorised representative shall carry out daily inspection to ensure that all equipment, supplies, clothes and uniforms have been returned to proper storage places and that such areas are clean and neat.

Car Parking Arrangements

16.1 The Appointed Service Provider's employees shall be required to pay the relevant car park charges if they park their cars at the car parks of HKSIL Premises.

16.2 Free parking can be arranged, on a need basis, for work/service vehicles of the Appointed Service Provider which enter the HKSIL Premises for the disposal of refuse and waste or delivery of supplies and goods.

Force Majeure

17.1 Both parties shall be released from their respective obligations in the event of national emergency, war, prohibitive governmental regulation, epidemics, fire, typhoon, flood, earthquake or of any other cause beyond the reasonable control of the parties or either of them renders the performance of this Contract impossible whereupon all money due under this Contract shall be paid immediately and in particular each party shall be liable to pay to the other damages for any breach of this Contract and all expenses and costs incurred by that party in enforcing its rights under this Contract.

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- 17.2 Provided that this **Clause 17.1** shall have effect only at the discretion of HKSIL except when such event renders performance impossible for a continuous period of not less than two calendar months.
- Statutory/
General
Obligations**
- 18.1 The Appointed Service Provider shall at all times comply with all laws, ordinances, regulations, orders and by-laws having the force of the law applying within HKSAR and having a bearing on the performance of the Appointed Service Provider's obligations and duties under the Contract.
- 18.2 The Appointed Service Provider shall comply with the regulations of the public service or statutory undertaking relating to the Contract.
- 18.3 All information in connection with the Contract must be considered as confidential and all such documents containing such information must be either destroyed or returned to HKSIL after use.
- 18.4 The Appointed Service Provider shall not at any time during or after the term of the Contract divulge or allow to be divulged to any person any confidential information relating to the business or affairs of HKSIL.
- 18.5 A waiver by HKSIL of any breach of any term of the Contract by the Appointed Service Provider shall not prevent the subsequent enforcement of that term and shall not be deemed a waiver of any subsequent breach.
- 18.6 HKSIL has the right to request the Appointed Service Provider to remove any materials or equipment during or after the Contract Period that are not in accordance with the specifications or any terms or conditions provided in the Contract.
- 18.7 The Appointed Service Provider shall not use the HKSI Premises for any purpose other than performing the Services.
- 18.8 No advertising is allowed at HKSI Premises unless otherwise specified.
- 18.9 No premium, fee, key money or other sum of money of a similar nature shall be paid by the Appointed Service Provider to HKSIL or other person or persons authorised by him for the granting of the Contract.
- 18.10 This Contract shall constitute the whole of the terms agreed between the parties hereto in respect of the subject matter of this Contract and that none of the parties has not relied upon any oral or written representation made to it by the other or its employees or agents and has made its own independent investigations into all matters relevant to it provided that nothing in this Clause shall limit a party's liability for fraudulent misrepresentation.
- 18.11 This Contract shall be capable of being varied only by a written instrument signed by a duly authorised officer or other representative of each of the parties.

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- 18.12 This Contract is severable in that if any provision is determined to be void, voidable, illegal or otherwise unenforceable by any court of competent jurisdiction or other competent authority such provision shall be deemed to have been deleted without affecting the remaining provisions of this Contract which shall remain in full force and effect unless HKSIL in its absolute discretion decides that the effect of such determination is to defeat the original intention of the parties in which event HKSIL shall be entitled to terminate this Contract by giving 14 calendar days' written notice to the Appointed Service Provider and the provisions of **Clause 3** of General Conditions of Contract shall apply accordingly.
- 18.13 Nothing in this Contract shall constitute or be deemed to constitute a partnership, agency or joint venture between the parties hereto or constitute or be deemed to constitute either party the agent of the other for any purpose whatsoever and neither party shall have any authority or power to bind the other or to contract in the name of or create a liability against the other.
- 18.14 This Contract supersedes any prior agreement between the parties whether written or oral and any such prior agreements are cancelled as at the commencement date of this Contract.
- 18.15 All representations and warranties made or given by the Appointed Service Provider and all content of the Tender which confer rights onto HKSIL or which are necessary for the enforcement of this Contract including but not limited to Clauses 2, 3, 18, 20 of General Conditions of Contract shall survive the expiration or earlier termination of the Contract.
- 18.16 The Services supplied by the Appointed Service Provider shall not infringe the patent, design or copyright or intellectual property rights of any third party. In case of any claim or action brought against HKSIL alleging infringement of any patent, design, copyright or intellectual property rights in respect of the Services supplied, the Appointed Service Provider shall indemnify and keep HKSIL indemnified against all loss and damage, costs and expenses and to defend or settle such claim or action at the expense of the Appointed Service Provider.
- 18.17 The General Conditions of Contract shall apply to the extent that they are not inconsistent with the Special Conditions of Contract. For the avoidance of doubt, in case of any conflict between these General Conditions of Contract and the Special Conditions of Contract, the Special Conditions of Contract shall prevail.
- 18.18 HKSIL may apply any money due to the Appointed Service Provider whatsoever arising to set off against all or any liabilities of the Appointed Service Provider to HKSIL, whether the relevant liabilities be present or future, actual or contingent, primary or collateral, and several or joint.

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18.19 The Appointed Service Provider undertakes to indemnify and keep HKSIL fully indemnified against any loss or damages suffered by HKSIL as a result of or relating to or as a consequence of HKSIL's failure to comply with any of the terms or conditions of the Contract.

Corruption

19.1 The Appointed Service Provider, its sub-service providers, employees, workers and agents shall not offer, give, solicit any money, gifts or advantages (as defined in the Prevention of Bribery Ordinance, Cap 201 of the Laws of HKSAR) or excessive entertainment to or from any HKSIL employees or their family members or any person in relation to the Services.

19.2 The Appointed Service Provider shall procure the good behaviour of its sub-service providers, employees and agents in the performance of the Services. It shall not permit its sub-service providers, employees and agents to solicit or accept any money, gifts or advantages (as defined in the Prevention of Bribery Ordinance, Cap 201 of the Laws of HKSAR) or excessive entertainment to or from any HKSIL employees or their family members or any person in relation to the Services. The Appointed Service Provider shall advise its sub-service providers, employees and agents that they are not allowed to solicit or accept any money, gifts or advantages (as defined in the Prevention of Bribery Ordinance, Cap 201 of the Laws of HKSAR) or excessive entertainment to or from any HKSIL employees or their family members or any person in relation to the Services.

19.3 If the Appointed Service Provider and/or its sub-service providers, employees or agents are found to have committed an offence under the Prevention of Bribery Ordinance, Cap 201 of the Laws of HKSAR or any subsidiary legislation made thereunder or under any law of a similar nature in relation to the Contract or any other Government contract, HKSIL may, summarily terminate the Contract without entitling the Appointed Service Provider to any compensation therefor. The Appointed Service Provider shall be liable for all costs necessarily incurred by HKSIL as the result of the termination of the Contract.

Governing Law

20.1 The Contract shall be governed by the laws of HKSAR and the parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of the Court of HKSAR.

20.2 The submission by the parties to such jurisdiction shall not limit the right of HKSIL to commence any proceedings arising out of this Contract in any other jurisdiction it may consider appropriate.

20.3 Any notice or proceedings or other notices in connection with or which would give effect to any such proceedings may without prejudice to any other method of services be served on any party in accordance with this Clause.

Change of Address

21.1 Each of the parties shall give notice to the other of the change or acquisition of any address, e-mail address or telephone fax or similar number at the earliest possible opportunity but in any event within 48 hours of such change or acquisition.

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- Conflict of Interest** 22.1 Tenderer shall declare any actual or perceived interest (financial or otherwise) it has with HKSIL or any of its members in Part A of the Tender Form.
- Registration of Supplier** 23.1 HKSIL will not consider the tender unless the Tenderer, at the time of submitting the tender, is a limited company registered under the Companies Ordinance, Chapter 32 or 622 (if after 3 March 2014) of the Laws of HKSAR or a business registered under the Business Registration Ordinance, Chapter 310 of the Laws of HKSAR.
- Alteration of Tender** 24.1 The scope of Services and terms and conditions as stated in the Contract issued with the Tender must not be altered by the Tenderer.
- Validity** 25.1 Tender shall remain open for acceptance by HKSIL for 90 calendar days after the tender closing date.
- Acceptance of Tender** 26.1 This Tender relates to the execution of the Services and all of the services in accordance with the Contract and is subject to the Notice of Acceptance to be issued by HKSIL.
- 26.2 All Tenderers will be notified in writing of HKSIL's acceptance or non-acceptance of the Tender.
- 26.3 HKSIL is not bound to accept the lowest price or any Tender and reserves the right to accept all or any part of any Tender.
- 26.4 HKSIL may disclose the tender price of the successful Tender to such persons and for such purpose as HKSIL may in its absolute discretion deem fit.

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