

THE HONG KONG UNIVERSITY OF SCIENCE AND TECHNOLOGY

General Conditions of Contract for Services and Maintenance Works

1. Interpretation

1.1 In this Agreement, unless the context otherwise requires:

"The University" or "HKUST" means The Hong Kong University of Science and Technology at Clear Water Bay, Kowloon, Hong Kong

"Contractor" means a party (a) to whom this Invitation to Tender is addressed, and (b) who is submitting a Tender and (c) whose Tender is accepted by the University.

"Contract" or "Agreement" means the agreement between HKUST and the Contractor for the provision of Works.

"Works" means all the works to be executed, supplied or done by the Contractor under the Contract.

"Representative" means the authorized persons from the Facilities Management Office ("FMO") or any officer appointed by HKUST for the purpose of co-ordinating and ensuring that the works undertaken or services performed comply with the requirements of the Contract.

"Contract Period" means the time as stipulated in the Contract or any extended period which is to be mutually agreed by the Contractor and HKUST.

1.2 The headings in this Agreement are for convenience only and shall not affect its interpretation.

2. Insurance

2.1 The Contractor shall effect a policy of insurance against all claims, demands or liability with an insurance company approved by HKUST and shall continue such insurance during the Contract Period plus any period for the rectification of defects and shall when required, produce the insurance policy with payment receipt to the Representative for inspection.

2.2 If the Contractor shall fail to effect and keep in force the insurance referred to or any other insurance which he may be required to effect under the terms of the Agreement HKUST may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for the purpose and HKUST may from time to time deduct the amount so paid by HKUST as aforesaid from any moneys due or which may become due to the Contractor or recover the same as a debt due from the Contractor.

2.3 In the event of any of the Contractor's employees or agents suffering any injury or death in the course of or arising out of the Agreement and whether there be a claim for compensation or not, the Contractor shall within 7 clear working days give notice in writing of such injury or death to the Representative.

2.4 HKUST shall not be liable in respect of any damages or compensation under the Employees' Compensation Ordinance or in consequence of any accident or injury to any workman or other person in the employment of the Contractor in the course of carrying out the Works and the Contractor shall indemnify and keep indemnified HKUST against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

3. Extent of Contract

The Contract shall include the provision of all resources including labour, goods and materials, platforms, scaffolding, plant, tools and equipment, etc. as required for the completion of the Works.

4. Warranties

4.1 The Contractor warrants that the Contractor's workmen possess the necessary qualifications and experience and are competent to carry out the Works.

4.2 The Contractor warrants that the Works shall be carried out and completed in a professional manner and that the Contractor, its workmen and any person employed or engaged by it shall use all due and reasonable diligence in the discharge of the services and all other obligations hereunder.

4.3 The Contractor warrants that the Works shall be carried out and completed in accordance with the terms of the Agreement and at the intervals and within the times referred to in the Agreement.

5. Protection of Property

When carrying out the Works, the Contractor shall protect all the building finishes and nearby equipment that may be affected by the Works during the Contract Period. Any damage that occurs in carrying out the Works shall be reported to HKUST at once and the Contractor shall undertake to repair, replace or make good the damage at his own expense, failing which, HKUST may deduct such sums from payment due to the Contractor for reinstatement of such damage to be carried out by others.

6. Protection of the Public

The Contractor shall take every precaution e.g. providing adequate barriers, warning signs and lights etc. to avoid danger to the public or others. The safety measures to be taken by the Contractor shall be the responsibility of the Contractor.

7. Occupational Safety and Health Ordinance

7.1 The Contractor shall, so far as is reasonably practicable, take all necessary steps to ensure the health and safety at work of all its employees performing the Contractor's obligations under the Agreement. Without prejudice to the foregoing, the Contractor shall for the purpose of the Agreement:

- (a) provide and maintain plant and systems of work that are safe and without risks to health;
- (b) make arrangements to ensure the safety and absence of risks to health in connection with the use, handling, storage and transportation of plant or substances;
- (c) provide information, instruction, training and supervision to its employees;
- (d) maintain the workplace, as far as is within its control, safe and without risks to health; and
- (e) ensure that the Contractor's employees take care for the safety and health of other persons who may be affected by the act or omission of the Contractor's employees and cooperate with the Contractor and such other persons to ensure compliance with any applicable statutory requirements including those under the Occupational Safety and Health Ordinance.

7.2 The Contractor shall fully indemnify HKUST from and against all claims, actions, proceedings, demands and suits brought against and/or fines and penalties imposed on HKUST arising directly or indirectly out of or in connection with the failure of the Contractor to comply with Clause 7.1 or any other obligations imposed under any applicable statutory requirements and all costs and expenses in connection therewith.

8. Liability and Indemnity

8.1 HKUST and its employees or agents shall not be under any liability whatsoever for or in respect of:

- (a) any loss of or damage to any of the Contractor's property or that of its employees or agents however caused (whether by Negligence of HKUST or any of its employees or agents or otherwise).
- (b) 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 HKUST or any of its employees or agents.

8.2 The Contractor shall indemnify HKUST and its employees or agents against any claim or demand made against or liability incurred (including all costs, charges or expenses whatsoever) by HKUST or any of its employees or agents in respect of:

- (a) any loss, damage, injury or death referred to in clause 8.1 (save and except injury or death caused by the Negligence of HKUST or any of its employees or agents).
- (b) 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.

8.3 The Contractor shall indemnify HKUST against any loss of or damage to any property of the HKUST or of any of its employees or agents or any injury to any employee or agent of the HKUST against any loss of or damage to any property of HKUST or of any of its employees or agents or any injury to any employee or agent of HKUST arising out of the Negligence of the Contractor or any of its employees, sub-contractors or agents.

8.4 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.

9. Typhoon Precaution

Whenever typhoon signal No. 1 or above is hoisted, the Contractor shall ensure that all unstable items at the site of the Works are secured and that all loose items scattered around are cleared and removed from site immediately.

10. Site Visit

Contractors are required to visit the site and acquaint themselves with the site conditions before submitting the tender. No claim shall be entertained due to the Contractor's negligence in this aspect.

11. Site Supervisor

The Contractor shall engage a suitably qualified full time site supervisor as representative to liaise with the Representative on matters relating to the Works, for the receipt of site instructions and implementation of the safety and health requirements stipulated in Clauses 7 and 15.

12. Site Access

The Contractor's employees and workmen shall observe all rules and regulations issued by HKUST with regard to access to site, security control, issuing of passes and the like prior to commencement of the Works.

13. Temporary Electricity and Water Supply

Temporary electricity and water supply will be provided by HKUST free of charge. The Contractor shall however make his own arrangement for taking the supply at the points designated by HKUST. In some locations the supply points may not be close to the site of the Works.

14. Installation of Electrical Works

All electrical works shall be carried out by Registered Electrical Workers of APPROPRIATE GRADE and comply with all relevant regulations and codes of practice. The Contractor SHALL BE AN APPROVED REGISTERED ELECTRICAL CONTRACTOR BY EMSD AND shall submit to HKUST copies of "Certificate of Registered Electrical Worker" prior to commencement of the electrical work and the "Work Completion Certification Form WRI/WRI (A)" immediately upon completion of the Works.

15. Statutory and HKUST Safety and Environmental Protection Requirements

The Contractor shall comply with the enactments, orders or regulations issued by Hong Kong Government SAR in the execution of Contract. The Contractor shall also observe all relevant safety and health requirements contained in the Safety and Environmental Protection Manual compiled by the Health, Safety and Environment Office ("HSEO"), HKUST. A copy of the said manual is available for inspection at HSEO.

16. Clearance of Rubbish

Unless permitted by the Representative, all rubbish, crates, surplus materials, etc., are to be removed from the site as soon as possible each day during the progress of the Works so as to maintain unhindered access and allow easy inspection of the Works. The Contractor shall comply with any order from the Representative in connection with the removal of rubbish or clearing the site.

17. Hot Works Permit

Prior to commencement of any hot work, the Contractor MUST obtain the Hot Work Permit from HSEO of HKUST. All hot work must comply with the Hot Work Permit Procedures issued by HKUST.

18. Working Hours

The permitted working hours are normally 08:30 to 17:30 on working days (except Sundays and public holidays) however the Contractor may be required to work during non-office hours, on Sundays or on public holidays depending on the availability of the areas concerned.

19. Execution of Works

The Works are to be executed with minimal disruption and inconvenience to ongoing activities and facilities in the building and the Contractor's working programme and/or method statement is to be agreed with the Representative prior to commencement of the Works.

20. Variations

HKUST may, at any time during the Contract Period, issue instructions in writing for alteration, addition, omission, substitution or other variation with regard to the quality or quantity of the Works. No variation required by HKUST shall

vitate the Contract. The Contractor shall carry out such variations and be bound by the same conditions, so far as are applicable, as though the said variations were stated in the Contract. Valuation of variations shall be in accordance with other provisions of the Contract and where such provisions are not contained in the Contract, or are not applicable, the amount shall be such sum as is reasonably assessed by HKUST.

21. Lump Sum Contract

The Contract is a lump sum fixed price contract. The items and quantities allowed in the Contract or those quoted by the Contractor are for reference only. Unless it is expressly stipulated by HKUST in the Contract that the quantities of any items are provisional and will be remeasured on completion of the Works, the contract sum shall not be subject to change if the final quantities installed or provided are different from the quantities therein.

22. Inspection and Rejection

22.1 All Works performed in pursuance of the Agreement shall be subject to inspection and shall not be deemed to have been accepted unless either:

- (a) HKUST shall so certify; or
- (b) The Works are not rejected as being unsatisfactory within [21 days] of the date upon which they were executed and offered to HKUST as having been completed.

22.2 Without prejudice to any rights, the Representative may reject any Works (or part thereof) which do not strictly conform to the terms and conditions stipulated in the Agreement. Within 24 hours of being notified in writing of the rejection of any work or services the Contractor shall be required to take the necessary action to rectify such rejected works.

23. Deduction/Withholding of Payment

HKUST shall have the right to deduct or withhold part of or the whole payments due to incomplete or unsatisfactory service or works rendered by the Contractor. If the Contractor fails to rectify such defects within a reasonable time, HKUST shall have the right to employ another party to carry out the works and the Contractor shall be liable for any additional costs so incurred.

24. Sub-Contract

24.1 The Contractor shall not sub-contract or assign or transfer the rights and obligation under the Contract or any part of it to any other person without the prior written consent of HKUST or the Representative. Any assignment or sub-contract made without such consent shall be of no effect.

24.2 Unless otherwise agreed by HKUST, the Contractor shall bind each permitted assignee to the terms and conditions of the Contract in any such assignment or sub-contract.

24.3 The Contractor shall not be relieved from any of its obligations hereunder by entering into any sub-contract for the performance of any part of the Contract and it shall be responsible for the acts, defaults or neglect of any sub-contractor as if they were the acts, defaults or neglect of the Contractor.

25. Termination of Contract

25.1 If the Contractor shall fail to carry out all or any of the Works provided for in the Contract within the Contract Period or such extended period as may be agreed in accordance with the Contract or in the event of unsatisfactory performance or breach of Contract by the Contractor, HKUST may terminate the Contract by notice in writing but without prejudice to any claims by HKUST for breach of Contract and in particular, the right of HKUST to assign the balance of the uncompleted works to another contractor or contractors whereupon the Contractor shall be liable for any sums so incurred.

25.2 HKUST shall be entitled to terminate the Contract for any other reasons at any time by giving not less than one month's written notice to the Contractor.

25.3 The Contractor shall act in the best interest of HKUST. Should the Contractor act for two or more clients requiring similar service which may give rise to a perceived and/or actual conflict, the Contractor is not permitted to act for both/ all of its clients concerned even if the clients agree. For example, a conflict of interest will be deemed to have arisen if the Contractor is appointed by two or more clients in the search of a similar post at a very close timeframe. In such cases, HKUST may cancel such search at its sole discretion and the Contractor shall have no claim against HKUST for any costs or damages whatsoever arising thereof.

26. Corrupt Gifts and Payments of Commission

It is HKUST policy not to permit any employee to ask for or to receive any advantage in money or in kind, in his business dealings on behalf of HKUST. The Contractor should report to the President of HKUST if any HKUST

employee attempts to solicit any advantage from him. The Contractor is reminded that under the Prevention of Bribery Ordinance of Hong Kong, it is an offence to offer any advantage to a HKUST employee as an inducement to or reward for giving assistance or using influence in the promotion, execution or procuring of any contract with HKUST.

If the Contractor shall be found to offer any gratuity, bonus, bribe or any other gift or consideration as an inducement or reward or commission to any employee of HKUST in relation to this or any other contracts or agreements to which HKUST is a party, HKUST shall be at liberty forthwith to terminate the Contract and shall hold the Contractor liable for any loss or damage which HKUST may thereby sustain.

27. Defects Liability Period

The Defects Liability Period ("DLP") shall be twelve calendar months after Works have been certified by HKUST as being complete or such period as otherwise agreed. Any defects or faults which may appear within the DLP due to materials or workmanship not being in accordance with the Contract shall be made good by the Contractor at his own cost within one calendar month from the date of notice given by HKUST to the Contractor or any other dates as agreed with the Representative.

28. Payment

Unless otherwise agreed, payment of the Works completed will be made by cheque within 30 days from the date of receipt of invoice. Payment will only be made against an original invoice which should be addressed to HKUST Finance Office, Clear Water Bay, Kowloon, Hong Kong.

For reimbursement of materials purchased on behalf of HKUST, the Contractor shall submit the original receipt or sales invoice which shall be retained by HKUST. Any receipt or sales invoice addressed to a third party will not be entertained by HKUST.

29. Smoking

HKUST is a non-smoking campus. Any person found smoking on campus (including all indoor and outdoor areas) is liable to a fine under the Smoking (Public Health) Ordinance, Laws of Hong Kong.

30. Conflicts with the General Conditions or Amendments thereto

Where Specific or Special Conditions of Contract are also used in the Contract, they will take precedence in the event of conflicts with the General Conditions of amendments thereto.

31. Contractor's Employees or Agents

The Contractor shall be responsible for the conduct of its employees and agents whilst they are in the vicinity of the University and shall ensure that they will behave accordingly. The University shall be entitled to request, on reasonable grounds, the removal or replacement of any of the Contractor's employees or agents from the campus and refuse to admit any such persons if their admission becomes undesirable in the reasonable opinion of the University.

32. Liaison with Other Parties

The Contractor shall liaise and cooperate with the University's other departments, contractors, consultants and agents for the efficient maintenance and management of the campus.

33. Contractor's Default

If the Contractor shall neglect or refuse to execute the Works or part of the Works with due diligence and expedition, HKUST shall be at liberty to employ other workmen or contractor to complete the said part of the Works and the Contractor shall reimburse HKUST the cost that shall be incurred for completing the said part of the Works to the satisfaction of HKUST regardless of the prices quoted by the Contractor in their tender.

34. University Property

Where the University provides identity cards, materials, equipment, etc., for the use of the Contractor such items shall be returned to the University and the Contractor shall be responsible for, and forthwith make good, any loss or damage sustained.

35. Contractor Uniform

The employees and agents of the Contractor when working in the University campus are required to wear uniform which clearly shows their company name.

36. Compliance with laws, regulations, etc.

The Contractor shall comply with all applicable laws and regulations (including but not limited to legislation of the Hong Kong Special Administration Region related to public health, public order, public safety and national security), and policies and codes of practice as may be notified by The University from time to time, in the performance of the Contract.

37. Dispute

Any unresolved dispute or difference arising out of or in connection with this Contract shall be referred to mediation through the Hong Kong Mediation Council, the costs of which shall be shared by the parties. If at the end of this process the matter remains unresolved it shall be referred to and determined by arbitration at Hong Kong International Arbitration Centre in accordance with its Domestic Rules and whose decision shall be final and binding on both parties. The costs of such reference shall be at the discretion of the arbitrator.

38. Waiver

No failure or delay in exercising any of the rights of HKUST under the Contract shall be deemed to be a waiver of that right, and no waiver by HKUST of any breach of the Contract by the Contractor shall be considered as a waiver of any subsequent breach of the same or any other provision.

39. Entire Agreement

This Agreement constitutes the entire agreement between the parties, supersedes any previous agreement or understanding and may not be varied except in writing between the parties.

40. Severability Clause

If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

41. Governing Law

This Agreement shall be governed by the laws of the Hong Kong Special Administrative Region.

香港科技大学

服务和维修保养工程合同的一般条款

1. 诠释

1.1 在本协议中，除非文义另有所指，否则：

"科大"或"香港科技大学"指位于香港九龙清水湾的香港科技大学。

"承包商"指(a)获寄发本标书并(b)进行投标，且(c)其标书获科大接纳的一方。

"合同"或"协议"指香港科技大学与承包商就提供工程服务所订立的协议。

"工程"指承包商根据合同所执行、提供或进行的工程。

"代表人"指获校园设施管理处授权的人士或由香港科技大学指定的任何行政人员，以负责协调工作及确保所进行的工程或所提供的服务符合合同的要求。

"合同期"指合同所规定的期间或经承包商和香港科技大学双方共同同意的任何延长期间。

1.2 本协议中的各项标题仅为方便陈述，但对其诠释并不构成任何影响。

2. 保险

2.1 承包商须就所有索赔、要求或责任向经香港科技大学批核的保险公司购买保险，并在合同期连同任何保修期间继续投保，而且须应要求提交保单和付款收据以供代表人查阅。

2.2 如果承包商并无购买及继续投保上述保险或承包商根据协议条款所须投保的任何其他保险，则香港科技大学可购买及继续投保任何有关保险以及支付就此产生的必要保费，并可不时从应付或可能应付予承包商的任何款项中扣除香港科技大学就上述保险支付的款额或作为承包商欠款向承包商追收有关款额。

2.3 如果承包商的任何雇员或代理人在履行协议期间或因协议而导致受伤或身故，则无论事主是否索取赔偿，承包商均须在七个净工作日内以书面形式通知代表人有关伤亡事件。

2.4 香港科技大学毋须就《雇员补偿条例》负责承包商所雇用任何工人或其他人士在施工过程中发生任何意外或受伤所引致的任何损失或赔偿，而承包商必须就此或因此招致的所有索赔、要求、诉讼、成本、费用及开支，向香港科技大学作出弥偿及令香港科技大学继续获得弥偿。

3. 合同范围

合同将涵盖提供完成工程所需的一切资源，包括劳工、货物和材料、平台、脚手架、机器、工具及设备。

4. 保证

4.1 承包商保证其工人具备必要的资历和经验，足以胜任进行有关工程。

4.2 承包商保证将秉持专业精神进行和完成有关工程，而且承包商、其工人及承包商雇用或委聘的任何人士将以尽职和合理的态度履行合同内各项服务和所有其他职责。

4.3 承包商保证将根据协议的条款进行有关工程，并在协议规定的时间和期限内完成。

5. 财产保护

在工程施工期间，承包商须保护合同期内可能受工程影响的所有楼房外墙粉饰和附近的设备。工程施工期间如出现任何损毁，则须立即呈报香港科技大学，且承包商须自行出资维修、更换或修补有关损毁，否则香港科技大学可委聘其他人士修复有关损毁，并由应付予承包商的款项中扣除因此而产生的费用。

6. 保障公众人身安全

承包商须做足安全措施以免危及公众及其他人士，例如设置足够栅栏、警告牌保护网及灯光照明等。承包商须就其采取的安全措施负责。

7. 《职业安全及健康条例》

7.1 承包商须在合理实际可行的情况下采取一切必要措施，确保其所有雇员在履行其于协议内的承包商责任时的职业卫生和安全。在不影响上述规定的情况下，承包商须就协议：

- (a) 提供和确保机器和工作系统的安全操作，避免危害雇员的健康；
- (b) 必须作出适当的安排，以确保雇员在使用、处理、储存及运输机器或物料时的安全，且不会对健康构成危险；
- (c) 为其雇员提供相关信息、指示、培训及进行监督；
- (d) 在其能力范围内尽量维持工作场地安全，且不会对健康构成危险；及
- (e) 确保承包商的雇员能顾及其他人士的安全和健康，以免其他人士因其行为或疏忽而可能受影响；并与承包商以及其他有关人士携手合作，以确保遵守所有适用的法定规定，包括《职业安全及健康条例》的规定。

7.2 如承包商因未有遵守第 7.1 款或任何适用法定条款所订明的任何其他责任而直接或间接引致香港科技大学须承担的所有索偿、诉讼、法律程序、要求及诉讼及 / 或罚款及处罚，承包商须全数弥偿予香港科技大学，并须弥偿就此引致的所有成本及开支。

8. 责任及弥偿

8.1 香港科技大学及其雇员或代理人毋须就以下各项承担任何责任：

- (a) 承包商或其雇员或代理人的财产因任何原因所蒙受的任何损失或损毁（不论因香港科技大学或其任何雇员或代理人的疏忽或其他原因所致）。
- (b) 承包商任何雇员或代理人出现的任何伤亡，但由于香港科技大学或其任何雇员或代理人疏忽而导致的伤亡除外。

8.2 承包商须就香港科技大学及其任何雇员或代理人就下列事项所引致的任何索赔、要求或责任（包括所有成本、费用或开支）向香港科技大学及其任何雇员或代理人作出弥偿：

- (a) 第 8.1 款所述的任何损失、损毁或伤亡，但由于香港科技大学或其任何雇员或代理人疏忽而导致的伤亡除外。
- (b) 由于承包商或其任何雇员或代理人疏忽而导致任何第三方蒙受的任何损失或损毁或伤亡。

8.3 承包商须就因承包商或其任何雇员、分包商或代理人疏忽而导致香港科技大学或其任何雇员或代理人的财产蒙受任何损失或损毁，或导致香港科技大学任何雇员或代理人受伤而向香港科技大学作出弥偿。

8.4 就本条款而言，“疏忽”一词与《管制免责条款条例》第 2(1)条所赋予的涵义相同。

9. 台风防御措施

如果悬挂一号或以上台风警告信号，承包商须确保对工地内所有不稳固的物品进行加固，并立即清除及移除散落工地四周的所有松散物品。

10. 视察工地

在投标之前，承包商必须视察工地并了解工地情况。如果由于承包商并无视察工地而提出的申索，概不获接纳。

11. 工地主管

承包商须委聘一位资历丰富的全职工地主管，作为承包商代表与代表人接洽与工程有关的事宜，以听取施工指令及落实第 7 款及第 15 款所规定的安全和健康要求。

12. 进入工地

承包商的雇员及工人必须遵守香港科技大学在开始施工之前所颁布关于进入工地、保安监控、发出通行证及类似事宜的所有规则及条例。

13. 临时水电供应

香港科技大学将免费提供临时水电供应，但是承包商必须在香港科技大学指定的地点自行接驳该等设施。部分地区的供应点未必邻近工程地盘。

14. 电力工程安装

所有电力工程须由取得合适级别证书的注册电业工程人员负责，并须符合所有相关规例及守则。承包商须为获机电工程署批准的注册电业承包商，并须在进行电力工程之前向香港科技大学递交"注册电业工程人员证明书"副本及在工程完成后立即提交"完工证明书- 表格 WR1/ WR1 (A)"。

15. 法定及香港科技大学安全和环保规定

承包商在履行合同时必须遵守香港特别行政区政府颁布的成文法则、法令或法规。承包商还须遵守安全及环保手册所载的所有相关安全和健康规定，该手册是由香港科技大学健康、安全及环境处编制，其副本在健康、安全及环境处可供查阅。

16. 清理废物

除非经代表人批准外，在工程施工期间，每日须尽快清除工地上的所有废物、板条箱、剩余材料等等，保持通道畅通无阻，以便检查工程质量。承包商必须遵循代表人有关清除废物或清理工地的任何指示。

17. 动火作业许可证

在进行任何动火作业之前，承包商必须向香港科技大学健康、安全及环境处取得动火作业许可证。所有动火作业必须遵守香港科技大学颁布的动火作业许可程序。

18. 作业时间

准许作业时间一般为工作日八时三十分至十七时三十分（星期日及公众假期除外）。但是，承包商可能须于非办公时间、星期日或公众假期进行作业，视乎能否使用有关场地而定。

19. 工程施工

工程施工期间须尽量减少对楼宇内正在进行的各项活动和设施所带来的干扰及不便。承包商提交的工作计划及 / 或施工说明书须经代表人同意后方可开始施工。

20. 变更

香港科技大学可于合同期内随时以书面形式作出指示，就工程的质量或数量作出修改、增加、删减、替换或其他变更。香港科技大学要求作出的任何变更概不会导致合同无效。承包商必须履行有关变更，并在适合的情况下仍受相同条件所约束，犹如上述变更已在合同上列明。作出变更的费用须按合同内其他条款计算，如果合同内并无载列有关条款或有关条款并不适用，则有关款额将为香港科技大学合理评估的金额。

21. 总价合同

合同为固定总价合同。合同内规定或承包商所报的项目及数量仅供参考。除非经香港科技大学在合同内明确规定列为数量暂定的任何项目，而有关数量将在工程完成后重新计量，否则即使安装或提供的最终数量与合同所載者不同，也不会对合同总金额构成改变。

22. 检验和拒收

22.1 所有根据协议进行的工程必须通过检验，且于通过检验前不应视为已获接纳，但下列情况除外：

(a) 香港科技大学发出证明；或

(b) 工程于竣工并交付予香港科技大学后二十一日内，并无因不合要求而遭拒收。

22.2 在不影响任何权利的情况下，代表人可拒收任何并无严格遵守协议所规定的条款和条件的工程(或部分工程)。于接获书面通知任何工程或服务遭拒收后二十四小时内，承包商须采取必要行动更正有关遭拒收的工程。

23. 扣减 / 扣起付款

香港科技大学有权因承包商提供的服务或工程不完整或不合要求而扣减或扣起部分或全部付款。如承包商无法于合理时

间内更正有关失误，香港科技大学有权聘请其他人士执行工程，而承包商须承担任何因此产生的额外成本。

24. 分包

24.1 未经香港科技大学或代表人事先以书面形式同意，承包商不得向任何其他人士分包、出让或转让合同内的权利和责任或部分权利和责任。任何未取得有关同意的出让或分包均不具任何效力。

24.2 除非经香港科技大学同意，否则承包商须规定各许可受让人必须就任何有关出让或分包项目遵守本合同的条款和条件。

24.3 承包商不得因订立任何分包合同以履行本合同任何部分而免除其于合同内的任何责任，承包商须对任何分包商的行为、违约或疏忽负责，犹如该等行为、违约或疏忽乃承包商本身的行为、违约或疏忽。

25. 终止合同

25.1 如果承包商于合同期或根据合同所议定的延长期间内未能执行合同规定的所有或任何工程，或承包商的表现不甚理想或违反合同，香港科技大学可通过书面通知终止合同，而此举并不影响香港科技大学因承包商违反合同而向其作出任何索赔，尤其是香港科技大学指派另一名或多名承包商进行余下未完成工程的权利，而承包商须承担因此产生的任何款项。

25.2 香港科技大学有权以任何其他理由，通过向承包商发出不少于一个月的书面通知随时终止合同。

25.3 承包商应以香港科技大学的最佳利益行事。如承包商为两名或以上需要相近服务的客户提供服务，而这可能会造成观感上及/或实质上的冲突，则即使客户同意，承包商也不得同时为两名或所有有关客户提供服务。举例来说，如承包商在非常接近的时间内获两名或以上客户委聘，以物色类似职位，便会被视为出现利益冲突。在这种情况下，香港科技大学可自行决定取消委聘，承包商不得因此向香港科技大学索赔任何费用或损失。

26. 行贿礼品和支付佣金

香港科技大学的政策规定，任何雇员不得在代表香港科技大学所进行的商业交易中要求或收取任何金钱或实物利益。如香港科技大学任何雇员企图向承包商索取任何利益，承包商必须向香港科技大学校长报告有关事宜。承包商务请谨记，根据《香港防止贿赂条例》，向香港科技大学雇员提供任何利益，作为有关雇员协助或运用影响力促进、订立或促使香港科技大学与行贿承包商之间的任何合同的引诱或报酬，乃属于违法行为。

如发现承包商就本合同或任何香港科技大学为订约方的其他合同或协议，向香港科技大学任何雇员提供任何酬金、奖金、贿赂或任何其他礼品或代价以作为引诱、报酬或佣金，香港科技大学可立即终止合同及就香港科技大学可能因此蒙受的任何损失或损害要求承包商负责。

27. 保修期

保修期为香港科技大学证明工程已完工后十二个月或另行协定的期间。如果保修期内由于材料或工艺不符合合同规定而出现任何缺陷或故障，承包商必须于自香港科技大学向承包商发出通知当日或与代表人协定的任何其他日期起计一个历月内纠正，费用自行承担。

28. 付款

除非另行协定，否则完成工程的款项将于收取发票日期起计三十日内以支票支付。有关发票必须为正本，且收件人须为香港九龙清水湾香港科技大学财务处。

承包商申请索回代香港科技大学购买材料的费用，须提交收据正本或销售发票，而香港科技大学将保留有关收据或发票。香港科技大学不会接纳任何抬头人为第三方的收据或销售发票。

29. 吸烟

香港科技大学为非吸烟校园，如任何人士被发现在任何校园范围内吸烟，根据香港的吸烟（公共卫生）条例，可能会被检控及罚款。

30. 与一般条件或其修订发生抵触

合同如同时采用合同特定或特别条件，当与一般条件或其修订发生抵触时，应以合同特定或特别条件为准。

31. 承包商的雇员或代理人

当承包商的雇员和代理人置身于科大的附近区域时，承包商须对他们的行为负责，并确保他们的行为恰当。科大有权以合理理由要求调动或更换承包商安排在校园内的任何雇员或代理人。如科大合理理由认为任何有关人士在校园内不受欢迎

迎，科大可拒绝有关人士进入校园。

32. 与其他方联系

承包商须与科大其他部门、承包商、顾问及代理人联系和合作，以提高校园的维修保养和管理效率。

33. 承包商违约事宜

如承包商疏忽或拒绝尽职且迅速地执行工程或部分工程，则香港科技大学可自行聘用其他工人或承包商完成工程的有关部分，而不论承包商在投标时所报的价格多少，承包商必须就按香港科技大学要求完成有关工程部分所产生的成本偿付香港科技大学。

34. 科大的财产

科大提供予承包商使用的身份证、材料、设备等物品必须归还予科大，如这些物品有所损失或损坏，承包商必须对此负责并立即作出补救。

35. 承包商的制服

承包商的雇员和代理人在科大校园内工作时必须穿着清楚显示其公司名称的制服。

36. 遵守法律、规例等

在履行本合同时，承包商应遵守所有适用的法律和规例（包括但不限于香港特别行政区有关公共卫生、公共秩序、公共安全和国家安全的法例），以及可能被科大不时所通知的政策和行为守则。

37. 争议

任何因本合同而产生或与本合同有关的未决争议或分歧必须交由香港调解会调解，有关费用由双方分摊。如有关事宜于调解程序结束后仍未能解决，则交由香港国际仲裁中心按照本地规则仲裁厘定。有关判决将为最终判决且对双方具有约束力。有关仲裁费用由仲裁人酌情厘定。

38. 豁免

香港科技大学未能或延迟行使合同内的任何权利不应被视为其放弃有关权利，而香港科技大学就承包商违反合同授出的任何豁免也不应被视为豁免承包商其后出现的相同违反行为或任何违反其他条款的行为。

39. 完整协议

本协议构成订约双方的完整协议，并取代任何过往协议或谅解。除订约双方作出书面更改外，本协议不会作出任何变动。

40. 分割条款

如果具有有效管辖权的任何法院、法庭或行政机构裁定合同的任何条款全部或部分不合法、作废、无效、可予撤销、不可执行或不合理，则该条款(以裁定为不合法、作废、无效、可予撤销、不可执行或不合理者为限)将视为可予分割，而合同的其他条款及有关条款的其余部分将继续维持全面有效。

41. 监管法律

本协议应受香港特别行政区法律所监管。