

**Provision of Production, Outdoor Broadcast and Telecast of the 6<sup>th</sup> Asian Film Awards**  
**to be held in Hong Kong on 19 March 2012**  
**(Tender Ref: AFA 06-0001)**

**NOTES FOR TENDERERS**

**1. Tender Documents**

The tender documents comprise the following:

- (a) Notes for Tenderers (Page 1 to 6)
- (b) Offer to be Bound (Page 7)
- (c) Tender Specification (Page 8 to 13)
- (d) Tender Price Quotation (Page 14)
- (e) General Conditions of Contract (Page 15 to 19)

**2. Interpretation**

In these tender documents unless the context otherwise requires / defines:

- |                       |   |
|-----------------------|---|
| “AFA”                 | means the Asian Film Awards;  |
| “Contract”            | means the Contract hereunder and reference to the terms thereof shall include the terms of tender in Clause 11 hereof unless inconsistent with the context of such reference; |
| “Contractor”          | means the Tenderer whose tender is awarded;   |
| “Contract Period”     | means the period for rendering the Services;  |
| “Executive Director”  | means the Executive Director of the Hong Kong International Film Festival Society or any officer authorized to act on his behalf for the purposes of the Contract;            |
| “Project”             | means all the works or services to be delivered by the Contractor under this Contract according to the Tender Specification;  |
| “Services”            | means the work referred to the Contract where the Contractor undertakes to deliver under the contractual agreement;   |
| “Society”             | means The Hong Kong International Film Festival Society Limited;  |
| “Tenderer”            | means the firm or the organisation referred to in the “Offer to be Bound” in Page 7;  |
| “Tender Closing Date” | means the latest date (Hong Kong time) by which tenders must be lodged.   |

### 3. Tender Submission

3.1 Tenderers are required to complete "Offer To Be Bound" on Page 7 and submit tender in TRIPLICATE having attached thereto all Tender Documents with fully priced, costed and totaled and all necessary information provided for tender evaluation. The Tender Price Quotation should be duly signed with company chop. Failure to comply with these requirements may render the tender invalid.

3.2 The tender and all accompanying documents must be completed in TRIPLICATE. Tenderers are requested to submit the technical proposal and price proposal of its offer in TWO SEPARATE SEALED ENVELOPES clearly marked with the words "**Technical Proposal**" and "**Price Proposal**" respectively:

3.2.1. Technical Proposal                      Contains all Tender Documents (except Tender Price Quotation) and any documentation required in the tender

3.2.2. Price Proposal                              Contains only Tender Price Quotation

3.3 The two sealed envelopes should then be enclosed in a sealed envelope marked "**Tender Ref: AFA 06-0001**" and addressed to the Executive Director, Hong Kong International Film Festival Society. All tenders must be deposited in the TENDER BOX at the Society's Office at 21/F, Millennium City 3, 370 Kwun Tong Road, Kowloon, Hong Kong on or before 12 noon of Thursday, 4 August 2011. Late tender and tender submitted through any other modes, including facsimile or e-mail, WILL NOT BE CONSIDERED.

### 4. Information/Documents to be submitted

4.1 Tenderers must submit in the tender the following information:

- i) "Offer to be Bound" (in Page 7);
- ii) Tender proposal according to the information provided by the Tender Specification, including but not limited to the themes of the programmes, rundown, proposed performers, etc.;
- iii) Work plan including the detailed project schedule, implementation plan and organisation chart;
- iv) Tender price quotation (in Page 14) ;
- v) Company profile with job references in organising similar events or similar scale events with details of services provided, customer names and event name/date/venue; and
- vi) Curriculum Vitae of the project director and of core members of the project team.

### 5. Tender Closing Time in case of Typhoon/Rainstorm

In the event typhoon signal No. 8 or above or a black rainstorm warning signal is issued before 12 noon on the tender closing date, the tender closing time will be postponed to 12 noon on the following working day.

**6. Tender Briefing Session**

A briefing for this tender will be held on Tuesday, 19 July 2011 from 3 p.m. to 4 p.m. at the Hong Kong International Film Festival Society's Office at 21/F., Millennium City 3, 370 Kwun Tong Road, Kowloon, Hong Kong. Interested tenderers are requested to contact Miss Ada Chui (tel: 2102 7320) for reservation.

**7. Tender Price and Validity Period**

7.1 It will be assumed, unless Tenderers clearly stipulate otherwise, that their offers will remain valid for the duration of the Contract. Therefore no request for price variation will be considered. If, however, a Contractor wishes to submit a conditional offer which contains a price variation clause, he may do so, with the clear understanding that such an offer may prejudice the award of the Contract. In any such case the basis of the price variation formula should be clearly stipulated and accepted by the Society in writing.

7.2 Tenderers should make certain the prices quoted are accurate before submitting their tenders. Under no circumstances will the Society accept request for price adjustment on the grounds that a mistake has been made in the tender prices.

**8. Alternative Proposals and Negotiation**

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

**9. Award of Contract**

The successful Tenderer will receive a letter of acceptance as the official notification and this letter of acceptance shall constitute a binding contract. Tenderers who do not receive any notification by 30 November 2011 shall assume that their tenders have not been accepted.

**10. Tender Enquiries**

Any enquiries relating to the Tender Documents should be made to Miss Ada Chui, Tel no.: 2102 7320, Fax no.: 2970 3011, email: info@hkiff.org.hk.

**11. Basis for Acceptance**

11.1 Tenderers should note that their offers will be considered on an overall basis of all mandatory items specified in Section 2 of the Tender Specification. Tenderers with only partial tender of the mandatory items will not be considered.

11.2 The Society is not bound to accept the lowest or any tender and reserves the right to accept all or any part of any tender at any time.

## 12. Tenderer's Commitment

- 12.1 All tenders, information and responses from each Tenderer must be submitted in writing. The relevant provisions of this invitation to tender and such documents so submitted shall be the representation of the Tenderers and may by law or at the Society's sole option be incorporated into and made part of the Contract between the Society and the successful Tenderer.
- 12.2 The Society reserves the right to disqualify any Tenderer who submits a tender that directly and indirectly attempts to preclude or limit the effect of this requirement.

## 13. Assessment Criteria

- 13.1 Tenders will be assessed by the Tender Processing Committee of the Society on two separate aspects, namely, the technical and price assessment. The pre-determined weights for technical and price assessment are 70% and 30% respectively. The marking scheme is listed in Clause 13.2.
- 13.2 Tenderers are advised to note the marking system and the assessment criteria set out below before submitting their tenders,:-

		Maximum Weighted/Total Score
Part 1	Technical Assessment	70
Part 2	Price Evaluation	30
<hr/>		
Part 3	Calculation of Combined Scores	100

### (a) Part 1 - Technical Assessment

The technical information of the Tenderers will be assessed with reference to the concept and content of the show; work plan including production schedule, implementation plan and staff deployment plan proposed by the Tenderers; the company profile and past job reference; and the experience of the project director and core team members deployed for the show, etc.

The weighted technical quality score of each tender will be determined by the following formula:

$$70 \times \frac{\text{Score of Individual Tenderer in the Technical Assessment}}{\text{Highest Score of Tenderer in the Technical Assessment}}$$

Tenderer must obtain a passing mark of 50 out of 100 (before weighted) in Part 1 before eligible for the price evaluation in Part 2.

	<b>Evaluation Criteria</b>	<b>Percentage marks</b>
1	<p>Tenderer's project director, and supporting team members' experience in holding similar event or event of similar scale in the past 10 years from the date of invitation of tender.</p> <p>Marking scale:</p> <p>a) "0" will be given if 0-1 event or the project director has less than 5 years' relevant experience;</p> <p>b) "10" will be given if 2-3 events and the project director has at least 5 years' relevant experience;</p> <p>c) "20" will be given if 4-5 events and the project director has at least 10 years' relevant experience;</p> <p>d) "30" will be given if over 5 events and the project director has over 10 years' relevant experience; and over 50% core team members have 5 years or more relevant experience.</p>	30
2	<p>The concept and content of the proposed project and performances.</p> <p>Marking Scale :</p> <p>"7.5" will be given if the proposed project and performances demonstrate, in each of the following aspects, (i) programme flow and balance; (ii) appeal to Asian audience; (iii) broadcast strategy; and (iv) production design and concept.</p>	30
3	<p>Tenderer's work plan, including production schedule and implementation plan (including contingencies), and staff deployment plan for the show.</p> <p>Marking scale:</p> <p>"8" will be given if the proposal demonstrates, in each of the following parameters: (i) pre-show planning, (ii) show run-down, (iii) manpower and logistics support, (iv) show implementation and monitoring, (v) contingency.</p>	40
	Total:	100

(b) Part 2 - Price Evaluation

Upon completion of the technical assessment, the price quotation will be evaluated for the tenderers passing the technical assessment and the price score of each tender will be determined by the following formula :

$$30 \times \frac{\text{Lowest Tender Price of Tenderer Passing Technical Assessment}}{\text{Tender Price of Individual Tenderer Passing Technical Assessment}}$$

(c) Part 3 – Calculation of Combined Scores

The combined technical and price scores of the Tenderers will be calculated. Normally, the tender offer with the highest combined score will be recommended for the award of contract.

**14. Free Presentation of Tender Proposal**

Tenderers may be requested to present their proposals to the Society free of charge. Failure to provide the presentation as requested by the Society may render the tender not to be considered further.

**15. Cost of Tender Proposal**

Tenderers should prepare and submit its tender proposal at its own cost. The Society will not be liable for any costs whatsoever incurred by the Tenderers in connection with the preparation or submission or presentation of its tender or in any related communication with the Society.

**16. Personal Data Provided**

- 16.1 Tenderer's personal data provided in the tender will be used for tender evaluation and contract award purposes. If insufficient and inaccurate information is provided, the tender may not be considered.
- 16.2 Tenderer's personal data provided in the tender may be disclosed to the staff and committee in relation to the tender processing matter.

**17. Performance Monitoring**

Tenderers are advised that should they be awarded the contract, their subsequent performance will be monitored and may be taken into account when their future quotations/tenders are evaluated.

**18. Prevention of Bribery**

Under the Prevention of Bribery Ordinance (Cap. 201 of the Laws of Hong Kong), an employee who solicits or accepts an advantage in relation to his employer's business or affairs without the latter's permission may commit an offence. Therefore, offer of any advantage to staff of the Society with a view to influencing the award of contract is an offence. Any action to this effect committed by the tenderer or his employee(s) or agent will render the contract null and void. The Society may also terminate the contract awarded and hold the tenderer liable for any loss or damage the Society may sustain.

**19. Cancellation of Tender**

Without prejudice to the Society's right to cancel the tender, where there are changes of requirement after tender closing date for operational or whatever reasons, the Society is not bound to accept any conforming tender and reserves the right to cancel the tender.

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**OFFER TO BE BOUND**

1. Having read the Notes for Tenderers, Tender Specification, Tender Price Quotation and General Conditions of Contract, I/we agree to be bound by the terms and conditions as stipulated therein.
2. I/We do hereby agree to carry out the Services mentioned in the attached tender proposal during the Contract period or any extension thereto be required, by or on behalf of the Society to be carried out at the fees quoted by me/us in the Tender Price Quotation free of all other charges, subject to and in accordance with the Notes for Tenderers and the General Conditions of Contract.
3. I/We also certify that the particulars given by me/us below, are correct:

(a) The name of the Company is

\_\_\_\_\_

(b) The registered address of the Company is

\_\_\_\_\_  
\_\_\_\_\_

(c) The number of the Company's Business Registration Certificate is

\_\_\_\_\_

(d) The date of expiry of the Company's Business Registration Certificate is

\_\_\_\_\_

Authorised  
Signature(s):

\_\_\_\_\_  
Name:  
Job Title:

\_\_\_\_\_  
Name:  
Job Title:

Company Chop: \_\_\_\_\_

Date: \_\_\_\_\_

Note: All the particulars required above must be provided.

- End of Offer To Be Bound -

**Provision of Production, Outdoor Broadcast and Telecast of the 6<sup>th</sup> Asian Film Awards  
to be held in Hong Kong on 19 March 2012  
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**TENDER SPECIFICATION**

**Section 1 Background**

- 1.1 The Asian Film Awards (AFA) is a pioneering and visionary programme that honours (i) filmmakers with outstanding achievements and (ii) emerging filmmakers who demonstrate extraordinary talent and potential in the field of cinema.
- 1.2 The 6<sup>th</sup> AFA Presentation Ceremony will take place as part of the Entertainment Expo Hong Kong. Eminent filmmakers and celebrities from Asia and beyond will be invited to bestow awards upon winners of each category, announced live in front of an audience of around 2,000 – 3,000 invited guests, including members of the public. The details of the AFA Presentation Ceremony are as follows:
- Event date: 19 March 2012
- Venue: (i) Red-carpet: From the Hong Kong Convention and Exhibition Centre (HKCEC) Expo Drive entrance to the G/F of the HKCEC and extends upstairs to the Main Venue  
(ii) Main Venue: Grand Hall of the HKCEC
- Time: (i) Red-carpet: from 1800 to 2000  
(ii) Pre-Awards Presentation Ceremony Cocktail: from 1800 to 2000  
(iii) The Awards Presentation Ceremony: from 2000 to 2230  
(iv) The After-Awards Party: from 2230 to 0100
- 1.3 The Red-carpet starts from the HKCEC Expo Drive entrance to the G/F of the HKCEC and extends upstairs to the Grand Hall, alongside with around 3 - 5 Press Zone areas for interviews. Approximately 300 invited guests walk on the Red-carpet including international celebrities, industry professionals, government dignitaries and sponsors, etc. Over 400 overseas and local media will cover the event on the spot.
- 1.4 The Awards Presentation Ceremony is a world-class live show (approximately 2 to 2.5 hours) to be mounted on the main stage of Grand Hall, HKCEC with a thematic stage design and pre-designed programme to present the 14 awards and 2 - 3 special awards with an estimation of over 60 presenters and 80 nominees, 2 - 3 local and/or overseas performers to be invited to perform during the ceremony, in front of a live audience of 2,000 - 3,000. Live projection and subtitling are required during the show.

The 14 award categories are:

Best Film  
Best Director  
Best Actor  
Best Actress  
Best Newcomer  
Best Supporting Actor  
Best Supporting Actress  
Best Screenplay  
Best Cinematography  
Best Production Design  
Best Music Score  
Best Editing  
Best Visual Effects  
Best Costume Design

The special awards will be confirmed by the AFA at a later stage.

## **Section 2 Scope of Services**

The Contractor will be required to provide the services as listed in this Section, which are all mandatory. The venue rental cost will be borne by the Society. The Contractor shall absorb all other costs including but not limited to the management, manpower, equipment, production, security of equipment, employees' compensation insurance, transportation, and communications related to the Services.

### **2.1 Venue Set Up**

#### **2.1.1 Broadcast Set Up for Red-carpet**

- To provide equipment including but not limited to OB van, cameras, lighting, TV monitors and crew to live feed the Red-carpet event in the Grand Hall of HKCEC and Pre-award Presentation Ceremony Cocktail before the show

#### **2.1.2 Reception**

- Projection of the AFA and the sponsor(s)'s logo(s) inside the Grand Hall and the Pre-award Presentation Ceremony Cocktail reception area
- Gobo lights (projection floating everywhere)
- PA System, Lighting and Special Effects
- Platforms for control panel, press shooting areas and other areas (if any)

#### **2.1.3 Main Stage**

- All setting, decoration and extension for the main stage (including but not limited to truss rigging and all costs involved in technical set up operations)
- Stage construction and decoration with approved drawings and mock up
- Set up monitors, screens, LEDs, x-board, electrical wiring, signal input for live feed connecting main stage, backstage, stage sides, FM cuing areas, control panel, cocktail area (collaboration with AFA Team on all arrangement concerning the cocktail area) and Red-carpet area on the ground floor, all other press and related areas

- Gimmick props for ceremony or all props required in the rundown (except for trophies)
- Podiums for MCs, presenters and nominees (Onsite measurements to be conducted by production team for accurate measurements)

## 2.2 Production

### 2.2.1 Rundown

- In association with AFA, to write script for the 14 main awards and approximately 3 special awards, MC script, entertainment/performance (basic information of films and nominees will be provided by the AFA after the nomination is announced)

### 2.2.2 Music

- All licences-free music involved in the promos of AFA, the Awards Ceremony and other AFA programmes
- Theme music to be provided by AFA; vender to produce variations as needed

### 2.2.3 Design

- To co-ordinate and consult with AFA on graphic and event ID design
- Stage design (with video and lighting effects recommendation, prepare drafting and modeling, arrange stage effects testing and demos)
- To deliver all required layouts, floor plans, drawings, artworks and or any designs whatever required for the production of the Awards Ceremony in a professional and timely manner
- Onsite setting and decoration

### 2.2.4 Video Production

- Making-of of the AFA
- Road to AFA
- Recording of the show (in HD/ Dbeta format)
- Live editing for broadcast on spot and all other purposes (in HD/ Dbeta format)
- All nomination clips editing, voice over talent, studio rental, special effects involved in the rundown
- Performance related video
- Special Awards related video
- Video coverage, projection and playback
- Broadcasting the AFA's and the sponsors' trailers during Reception and After-Awards Party
- Other related videos to be confirmed by AFA

### 2.2.5 MCs, On-Stage Guests and Performing Items

- In consultation with AFA, to propose MCs (2 for Red-carpet; 2 for Backstage and 2-3 for the Awards Presentation Ceremony)
- In consultation with AFA, to propose 2-3 performers (either in groups or individuals)
- Responsible for all related cost for pre-show rehearsals, video recordings, audio recordings, etc.

#### 2.2.6 Licenses

- License and copyrights clearance on all videos, visual, audio clips and music to be used in the show (except licensed footage from the nominated films)
- Obtain clearance from IFPI, CASH and other related licensees
- Permission from the Fire Department
- Fire Retardant Treatment
- Other licenses if necessary

#### 2.2.7 Miscellaneous

- Attend meetings and presentations to other AFA's partners, government departments, sponsors, supporters and related organisations such as Hong Kong Trade Development Council, HKCEC, and other contractors related to this event, if necessary
- Walkie-talkies for all staff and crew including the production, OB, hospitality, PR, and AFA teams
- Parking fee/transportation fee/postage/telephone charge (if any) incurred by the production and OB teams of the Contractor for the preparation and production of the show
- Production handbook/manual for use by the production, OB, hospitality, PR and AFA teams
- Tape cost HD/ DBeta tape + DVDs
- Other items to be discussed and agreed by the Contractor and the Society

### 2.3 Outdoor Broadcast (OB) Operation

2.3.1 Live outdoor broadcast to cover the ceremony with projection and recording systems and multi-signal feeding are required. The Contractor will need to edit:

- A 2-minute post-event highlight video within 5 hours for web posting
- A 22-25 minute and 69-72 minute programme of the Presentation Ceremony within 8 hours after the Presentation Ceremony for the telecaster to broadcast to the public (with full Chinese and English transcription)
- A 22-25 minute post-event programme of the Red-carpet and Presentation Ceremony within 24 hours for the telecaster to broadcast
- Other durations and videos to be discussed and confirmed with the Society

2.3.2 The Contractor shall be responsible for the covering, filming and recording of the Press Junket, Red-carpet, Reception, Press Zones, the Awards Presentation Ceremony and the After-Awards Party on 19 March 2012.

#### OB Coverage for:

- Guest arrival at the Red-carpet
- Pre-Awards Presentation Ceremony Cocktail and the Reception
- The 6<sup>th</sup> Asian Film Awards Presentation Ceremony
- Press Zones

Video Coverage (not live feed) for:

The After-Awards Party

Distribution Materials (HD/DBeta PAL) to be delivered:

1. Full version (non-edited) clean version PAL HD/DBeta and DVD
2. Full version (non-edited) clean version NTSC HD/DBeta and DVD
3. Full version (non-edited) English subtitled version PAL HD/DBeta and DVD
4. Full version (non-edited) English subtitled version NTSC HD/DBeta and DVD
5. Full version (non-edited) Chinese subtitled version PAL HD/DBeta and DVD
6. Full version (non-edited) Chinese subtitled version NTSC HD/DBeta and DVD
7. Edited on-air clean version PAL HD/DBeta and DVD
8. Edited on-air clean version NTSC HD/DBeta and DVD
9. Edited on-air English subtitled version PAL and NTSC HD/DBeta and DVD
10. Edited on-air Chinese subtitled version PAL and NTSC HD/DBeta and DVD
11. English subtitle script with time code (PAL and NTSC)
12. Chinese subtitle script with time code (PAL and NTSC)
13. Full version of all Backstage footage, Red-carpet clips and interview clips in PAL HD/ DBeta and DVD, with English and Chinese scripts
14. All promotional TV spots, special programmes and making-of in PAL HD/ DBeta and DVD

Remark: Detailed equipment list and arrangement will be discussed and agreed by the Contractor and the Society.

2.4 Telecast of the 6<sup>th</sup> Awards Presentation Ceremony, special programmes and promos

The final edited programme of the 6<sup>th</sup> Asian Film Awards Presentation Ceremony is expected to reach over 400 million households worldwide via various broadcasting channels; covered territories should be included but not limited to all countries in Southeast Asia, the US and Canada, and all countries in Europe.

The Programme title: The 6<sup>th</sup> Asian Film Awards Presentation Ceremony

Duration: 22-25 minutes OR 69-72 minutes

Window: one day delayed broadcasting

Language: English with Chinese and/or English subtitles

The tenderer should state the following terms in the tender proposal clearly:

- 1) Proposed Contract Period;
- 2) Name and number of channels showing the programme;
- 3) The proposed territories to be covered;
- 4) Exclusivity, if applicable;
- 5) The proposed broadcast schedules for both Hong Kong and non-Hong Kong channels;
- 6) The Contractor agrees to promote the AFA with its best efforts and fully utilize all available channels. The Contractor to propose the promotion campaigns;

- 7) Details of any special programme segments and creative promos to be produced and telecast by the telecaster;
- 8) The Contractor should provide to the AFA one set of master copy of all promos, special programmes, segments or any other materials which the Contractor has edited, altered or modified from the AFA's original materials in their best available formats (e.g. HD/ DBeta);
- 9) The Contractor should provide a proposed Contract as a telecaster of the 6<sup>th</sup> Awards Presentation Ceremony.

Remark: Detailed broadcasting schedule and arrangement will be discussed and agreed by the Contractor and the Society.

## 2.5 Manpower and Management

- 2.5.1 Contractor shall deploy professional team and enough manpower to ensure the quality of the Services and deliverables. The Contractor should propose the core team structure and to include personnel such as Project Director, Show Producer, Creative Director, Technical Supervisor, Stage Designer, and onsite project staffing, etc. Final deployment plan to be agreed by the Society.
- 2.5.2 Contractor will be responsible for employees' compensation insurance for the manpower deployed for performing the Services.

- End of Tender Specification -

**Provision of Production, Outdoor Broadcast and Telecast of the 6<sup>th</sup> Asian Film Awards  
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**TENDER PRICE QUOTATION**

Item		Total Amount (HK\$)
Provision of Services under this Contract*		
1.	Venue Set Up	
2.	Production	
3.	Outdoor Broadcast (OB) Operation	
4.	Telecast of the 6 <sup>th</sup> AFA Presentation Ceremony, related programmes and promos	
5.	Manpower and Management	
Total Contract Value:		

**\* Tenderer is required to provide detailed budget plan in separate sheet.**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_  
\_\_\_\_\_

Tel. No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Authorised Signature(s): \_\_\_\_\_

Name: _____	Name: _____
Job Title: _____	Job Title: _____

Company Chop: \_\_\_\_\_ Date: \_\_\_\_\_

- End of Tender Price Quotation -

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**GENERAL CONDITIONS OF CONTRACT**

1. Contract Period

The tender documents will be concluded as a service contract with effect from the date of acceptance of offer to fulfillment of contractual obligations. The date of acceptance shall be the date of the letter of acceptance referred to in Clause 9 – Award of Contract of the Notes for Tenderers.

2. Payment

- i. Payment for the Services shall be made by the Society according to the following schedule :
  - (a) Upon acceptance by the Executive Director or his representative of the detailed work plan of the Event, payment of 30% of the contract sum shall be made within 30 days upon the Society's receipt of invoice issued by the Contractor.
  - (b) Upon completion of layout designs, floor plans, and drawings for the production of the Red-carpet and Press Zones and the stage design and Backstage, payment of 40% of the contract sum shall be made within 30 days upon the Society's receipt of invoice issued by the Contractor.
  - (c) Upon completion of the Project to the satisfaction of Executive Director, after fulfillment of all contractual obligations by the Contractor and after the Society's receipt of invoice issued by the Contractor, payment of 30% of the contract sum shall be made within 30 days upon the Society's receipt of invoice issued by the Contractor.
- ii. The invoices and correspondence concerning payment should be forwarded to the Accounting Office, Hong Kong International Film Festival Society, 21/F, Millennium City 3, 370 Kwun Tong Road, Kowloon, Hong Kong. The Society shall not be held responsible for any delay in payment if invoices and correspondence concerning payments are not properly addressed.

3. Rejections

- i. Without prejudice to any statutory rights, the Executive Director or his representatives may reject any Services (or part thereof) which do not strictly conform to the requirements stipulated in the Tender Specification hereof.
- ii. Having been notified of the rejection of any Services the Contractor shall be required to take the necessary action to rectify such rejected Services within a certain period as required by the Executive Director or his representatives.

4. Total Services and Variation

- i. The Services to be performed under the Contract shall be as laid down in Section 2 of Tender Specification and General Conditions of Contract shall be carried out to the satisfaction of the Society. All orders placed under the Contract shall be issued in writing and the Society will not be responsible for Services performed on oral instructions issued by any person whomsoever.

- ii. The Contractor shall not extend the Services beyond the requirements specified in Section 2 of Tender Specification and General Conditions of Contract except as directed in writing by the Society; but the Society may, subject to the provision hereinafter contained, at any time during the Contract period by notice in writing direct the Contractor to alter, amend, omit, add to, or otherwise vary any of the Services, and the Contractor shall carry out such variations under mutual agreement. The Society will not pay extra cost to any extra services without the written confirmation by the Society.
- iii. Where a variation has been made to the Contract the amount to be added to or deducted from the Contract price in accordance with that variation shall be determined in accordance with the rates specified in the Tender Price Quotation so far as the same may be applicable and where rates are not contained in the said quotation, or are not applicable, such amount shall be such sum as is reasonable in the circumstances.

5. Cancellation

If after execution of this Contract by both parties, the Society unilaterally cancels or postpones the event and terminates this Contract otherwise than in accordance with the provisions of this Contract, the Contractor may claim for the payment of the part of the Services that has been completed by the Contractor prior to receiving the notification of the termination of the Contract. In such event, the Contractor shall not be entitled to make any claims against the Society for payment of the outstanding Services or compensation, damages or otherwise.

6. Insurance

The persons provided by the Contractor to carry out the Services shall at all time be deemed to be the employees of the Contractor and not the employees of the Society. The Contractor should be responsible for insurance coverage to all equipment and all working staff directly or indirectly provided or employed by the Contractor for Services that the Contractor is required to provide under the Contract, and shall be responsible for all claim of indemnity or vicarious liability arising from their actions. Vehicles used by the Contractor in connection with this Contract shall be insured by the Contractor in accordance with the applicable Laws and Regulations in Hong Kong.

7. Illegal Workers

The Contractor undertakes not to employ illegal workers in the execution of this Contract. The Society will terminate the Contract if the Contractor is found to have employed illegal workers and the Contractor is not entitled to claim any compensation.

8. Sub-Contracting

- i. The Contractor shall not sub-contract the Project.
- ii. Where any part(s) of the Services are sub-contracted to any person under this clause, the Contractor shall remain liable for the full remuneration thereof and any act or omission of such person as if such act or omission were its own.
- iii. The sub-letting of any portion of the Services shall not relieve the Contractor from any liability or obligation under the Contract.

9. Independent Contractor

The Contractor enters into the Contract with the Society as an independent contractor only and shall not represent itself as an employee, servant, agent or partner of the Society. The Contractor shall have no authority to enter into agreements of any kind on behalf of the Society and shall not have the power or authority to bind or obligate the Society in any manner to any third party.

10. Proprietary Rights and Intellectual Property Rights

- i. The copyright and all other intellectual property rights of all designed work including but not limited to graphics, artwork and materials, etc in whatever nature produced under or relating to this Contract shall be passed to the Society but the Contractor may make use of it solely for the performance of this Contract. The Contractor should ensure that no intellectual property rights of any third parties would be infringed.
- ii. The Contractor shall indemnify the Society against all claims arising at any time on account of the manufacture or use of the goods infringing any patent rights, copyrights or registered design, or on account of any claims for royalties arising from the manufacture or use of the goods, and the Contractor shall also be liable for any cost to the Society that may arise from any such claims.

11. Liability for Damages or Compensation

- i. The Society and its employees or agents shall not be under any liability whatsoever for or in respect of:-
  1. any loss of or damage to any of the Contractor's property or that of its employees or agents however caused (whether by any Negligence of the Society or any of its employees or agents or otherwise); and
  2. 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 the Society or any of its employees or agents.
- ii. The Contractor shall indemnify the Society and its employees or agents against any claim or demand made against or liability incurred (including all costs, charges or expenses whatsoever) by the Society or any of its employees or agents in respect of:
  - (a) any loss, damage, injury or death referred to in Clause 11(i) hereof (save and except injury or death caused by the Negligence of Society or any of its employees or agents); and
  - (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.
- iii. The Contractor shall indemnify the Society against any loss of or damage to any property of the Society or of any of its employees or agents or any injury to any employee or agent of the Society arising out of the Negligence of the Contractor or any of its employees, sub-contractors or agents.
- iv. 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.

12. Publicity

The Contractor shall submit to the Society all advertising or other publicity material relating to the Contract or the products supplied or other work done in connection with the Contract wherein the Society's name is mentioned or language used from which a connection with the Society can reasonably be inferred or implied. The Contractor shall not publish or use any advertising or other publicity material without the prior written consent of the Society.

13. Default

If the Contractor fails to provide the Services or any part of the Services to the satisfaction of the Executive Director, the Society may at its own discretion terminate the whole or any part of the Contract by notice in writing to the Contractor, but without prejudice to any claims by the Society for breach of Contract including but not limited to its right of Society to assign the balance of the uncompleted Services to another contractor(s) whereupon the Contractor shall be liable for any sums so incurred in excess of the total contract value.

14. Severability

If at any time any provision of the Contract is or becomes illegal, invalid or unenforceable in any respect, the legality validity and enforceability of the remaining provisions of the Contract shall not be affected or impaired thereby.

15. Consent to Disclose

The Society shall have the right to disclose whenever it considers appropriate information on the awarded contract, without any further reference to the successful Contractor, the name and address of the successful Contractor, description of the services and the contract amount.

16. Confidentiality

The Contractor shall treat as confidential all information supplied by the Society under this Contract including the information of the guests and participants. The Contractor shall not divulge any of this confidential information to any person except to those of its employees who need to know the same. The Contractor shall ensure that its employees are aware of and comply with this Clause. The foregoing obligations shall survive any termination of this Contract.

17. Termination

- i. If the Contractor fails to provide the Service or any part of the Services to the satisfaction of the Executive Director, the Society may, without prejudice to other rights of or remedies available to the Society, terminate the Contract by giving to the Contractor a 7-day prior written notice. In doing so, the Contractor shall not be entitled to any compensation or payment for the uncompleted Services.
- ii. The Society has the sole right to terminate the Contract at any time when the Service is no longer required within the contract period by giving to the Contractor a 7-day prior written notice. The termination under this Clause shall release both parties from any obligation or liabilities under this Contract.

18. Notices

- i. Any notice given under the Contract shall be in writing and shall be sent to the relevant party at its address or facsimile under the Contract. All notices shall be delivered by hand or sent by facsimile (with a copy posted) or, by registered or recorded delivery.
- ii. Such notices shall be deemed to have been properly given hereunder and shall be effective (a) on the date of delivery if hand-delivered; (b) on the date of transmission if sent by facsimile; and (c) if dispatched by mail (whether registered or not), on the day on which the same shall have been tendered for delivery by the postal authority in Hong Kong.

19. Governing Law

The Contract shall be governed by and construed in accordance with the laws of Hong Kong and both parties hereby submit to the non-exclusive jurisdiction of the courts of Hong Kong in connection with any dispute arising under the Contract or otherwise in connection with the Engagement.

20. Order of Precedence

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

- i. General Conditions of Contract
- ii. Tender Specification
- iii. Tender Price Quotation
- iv. Notes for Tenderers.

- End of General Conditions of Contract -