| Clause | Remarks/Guidelines |
| --- | --- |
| **GCT 19 Copyright** |
| (1) | The documents, plans, drawings or other materials forming part of the tender documents shall only be used by a tenderer or any person authorized or licensed by the tenderer for the purpose of preparing its tender. All other rights in the aforesaid materials are reserved by the relevant copyright owners. The tenderer shall be liable to the *Client* for breach of the foregoing by any such person as if the breach were committed by the tenderer. | Ref: ETWB TCW No. 26/2004 (Based on the SCT clause in the obsolete ETWB TCW No. 39/2002.) |
| (2) | The tenderer shall indemnify and keep indemnified the *Client* against all losses, liabilities, damages, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by the *Client* whether direct or consequential arising out of any disputes or other claims or proceedings against the *Client* by any third party by reason of any breach of sub-clause (1) above by the tenderer or any person authorized or licensed by the tenderer. In this connection the tenderer shall submit with its tender a Letter of Indemnity in the form set out in **Appendix** [*insert reference*]to the General Conditions of Tender duly executed by the tenderer. Where the tenderer is an incorporated joint venture, it shall also submit with its tender a Letter of Indemnity in the form set out in **Appendix** [*insert reference*] to the General Conditions of Tender duly executed by all the shareholders of the incorporated joint venture. |  |