

Information Note

This Information Note is issued only for the information of prospective tenderers for a tenancy of the Premises described in the First Schedule of the Tenancy Agreement as attached. This Information Note shall not form part of the Tender Notice, the Form of Tender, the Tender Application Form and the Tenancy Agreement for the tenancy of the Premises (hereinafter collectively referred to as “the tender documents”) nor shall it be regarded as any variation to the tender documents. This Information Note shall not be taken into consideration in the interpretation or construction of the tender documents. Nothing in this Information Note should be relied on as any representation by the Government of the Hong Kong Special Administrative Region.

2. Prospective tenderers should note the rental payment terms as described in the First Schedule of the Tenancy Agreement as attached. For any enquiries, please contact the following officer of the Energizing Kowloon East Office of the Development Bureau:

<u>Name</u>	<u>Title</u>	<u>Telephone</u>	<u>Email</u>
Mr. LI Wai Kit	Place Making Mgr (Planning) 3	3904 1364	wkli@devb.gov.hk

3. Prospective tenderers are advised that some utility record plans and reference information of stormwater drains, sewers, water mains and transformer room in the vicinity of the subject site are available for inspection. Prospective tenderers should note that the available record plans and reference information are not meant to be exhaustive to prepare for the tender submission. It is the prospective tenderers’ responsibility to liaise with the relevant government departments and utility companies to obtain the necessary latest plans/records and verify the site condition to ascertain the feasibility of the proposed utility connection works. Please contact the following officer of the Energizing Kowloon East Office of the Development Bureau for inspection of the available record plans and reference information:

<u>Name</u>	<u>Title</u>	<u>Telephone</u>	<u>Email</u>
Mr. LI Wai Kit	Place Making Mgr (Planning) 3	3904 1364	wkli@devb.gov.hk

4. Prospective tenderers should note the following requirements relating to drainage and sewerage system of the Drainage Services Department (hereinafter referred to as “DSD”):

- (i) The tenant is required to liaise with DSD to ascertain whether the existing Government drainage system in the vicinity is capable of catering for the additional runoff generated by the proposed development as appropriate.
- (ii) The tenant is required to liaise with the Environmental Protection Department and DSD to ascertain whether the existing sewerage system is capable of catering for the additional sewage discharge generated by the

proposed development as appropriate.

- (iii) The tenant is required to liaise with relevant utility companies to obtain the latest records, plans and alignments of their utilities in order to ensure the feasibility of the proposed drainage and sewerage works. The tenant is also required to excavate inspection pits and conduct utility detection to verify the alignments of utilities shown in such utility records as appropriate.
- (iv) It is the tenant's responsibility to identify/locate the existing government sewers and stormwater drains to which drainage connections from his site are to be proposed. The tenant should verify the existence of any drains/sewers/utilities and also their exact locations, levels and alignments in the subject site and the adjoining Government land in order to ascertain the positions and levels of the proposed manholes and the associated connection works. The tenant should also verify that the existing government drains/sewer, to which connections are proposed, are in normal working conditions and capable for taking the discharge from the site.

For enquiry of the requirements above, please approach the following officer of DSD:

<u>Name</u>	<u>Title</u>	<u>Telephone</u>	<u>Email</u>
Mr. LII Kin Chiu	Engr/KTD	2300 1348	kclii@dsd.gov.hk

5. Prospective tenderers should note and comply with the requirements from the Leisure and Cultural Services Department (hereinafter referred to as "LCSD") for the use of access road within Kai Tak Station Square. To obtain the said requirements, please approach the following officer of LCSD:

<u>Name</u>	<u>Title</u>	<u>Telephone</u>	<u>Email</u>
Mr. KO Man Fung, Ivan	Asst Dist Leisure Mgr (Kln City)7	2768 7100	adlmkc7@lcsd.gov.hk

6. Prospective tenderers should pay special attention to the allowable loading capacity at different portion of the subject site. Please contact the following officer of the Energizing Kowloon East Office of the Development Bureau for inspection of the relevant drawings and reference information:

<u>Name</u>	<u>Title</u>	<u>Telephone</u>	<u>Email</u>
Mr. LI Wai Kit	Place Making Mgr (Planning) 3	3904 1364	wkli@devb.gov.hk

7. Prospective tenderers should note that a proposed station and a section of proposed viaduct of the proposed Smart and Green Mass Transit System in Kai Tak ("SGMTS-KT") will be located within the Kai Tak Station Square in between Airside and MTR Kai Tak Station and in close proximity to the subject site. The SGMTS-KT project is targeted to invite tenders in 2025 with a view to awarding the contract in 2026 for commissioning of the SGMTS-KT in about 2031. The prospective tenderers should note that the activities to be carried out within the subject site should not cause

disruption to the construction, operation and maintenance of the SGMTS-KT. Please contact the following officer of the Civil Engineering and Development Department for information of the SGMTS-KT:

<u>Name</u>	<u>Title</u>	<u>Telephone</u>	<u>Email</u>
Mr. YU Ho Yin, Ricky	Engr/1(E)	3842 7116	rhyyu@cedd.gov.hk

8. Prospective tenderers are advised to note that the Energizing Kowloon East Office of the Development Bureau will arrange a tender briefing session in October 2025. For details, please visit their website at <https://www.ekeo.gov.hk/en/about-keeo/news-publications-events/index.html> and approach the following officer of the Energizing Kowloon East Office of the Development Bureau:

<u>Name</u>	<u>Title</u>	<u>Telephone</u>	<u>Email</u>
Mr. LI Wai Kit	Place Making Mgr (Planning) 3	3904 1364	wkli@devb.gov.hk

資料便覽

本資料便覽旨在提供關於隨附租賃協議第一附表所載該土地的租賃資料，僅供有意投標者參考。本資料便覽不構成關於租賃該土地的招標公告、投標表格、投標申請表格及租賃協議(以下統稱「招標文件」)的一部分，亦不得視為構成對招標文件的任何更改。在詮釋或解釋招標文件時，無須考慮本資料便覽。本資料便覽不得作為香港特別行政區政府作出任何申述的依據。

2. 有意投標者必須留意隨附租賃協議附表一所述的繳付租金條款。如有任何查詢，請聯絡發展局起動九龍東辦事處下述人員：

<u>姓名</u>	<u>職銜</u>	<u>電話</u>	<u>電郵</u>
李偉傑先生	地方營造經理 (規劃) ³	3904 1364	wkli@devb.gov.hk

3. 有意投標者請留意，用地附近雨水渠、污水渠、水管及電力變壓房的部分公用設施記錄圖及參考資料可供查閱。謹請注意，現有設施記錄圖及參考資料不應視為供擬備標書之用的完整資料。有意投標者須自行聯絡相關政府部門及公用事業公司，取得最新的所需圖則／記錄，並核實用地情況，以確保擬議公用設施接駁工程切實可行。如欲查閱現有設施記錄圖及參考資料，請聯絡發展局起動九龍東辦事處下述人員：

<u>姓名</u>	<u>職銜</u>	<u>電話</u>	<u>電郵</u>
李偉傑先生	地方營造經理 (規劃) ³	3904 1364	wkli@devb.gov.hk

4. 有意投標者必須留意渠務署有關排水及排污系統的以下規定：

- (i) 視乎情況，承租人須聯絡渠務署，以確定用地附近的現有排水系統能否妥善處理擬議發展項目所額外產生的徑流。
- (ii) 視乎情況，承租人須聯絡環境保護署及渠務署，以確定現有排污系統能否妥善處理擬議發展項目所額外產生的污水排放量。
- (iii) 承租人須聯絡相關公用事業公司，取得其設施的最新記錄、圖則及走線，以確保擬議排水及排污工程切實可行。視乎情況，承租人亦須開挖檢查井，並偵測公用設施，以核實相關公用設施記錄的走線是否準確。
- (iv) 承租人須負責識別／找出擬議接駁其用地排水系統的現有政府污水渠及雨水渠。承租人亦須核實該用地及毗連政府土地是否有任何渠道／污水渠／公用設施，並確定其在用地的確實位置、高度及走線，以判定擬議沙井及相關接駁工程的位置與高度。承租人另須確定擬議接駁用地的現有政府渠道／污水渠運作正常，且足以處理該用地的排放量。

如對上述規定有任何查詢，請聯絡渠務署下述人員：

<u>姓名</u>	<u>職銜</u>	<u>電話</u>	<u>電郵</u>
呂健超先生	工程師／ 啟德發展	2300 1348	kcli@dsd.gov.hk

5. 有意投標者須注意並遵守康樂及文化事務署(下稱「康文署」)就使用啟德站車站廣場範圍內通道的規定。如欲索取上述規定的資料，請聯絡康文署下述人員：

<u>姓名</u>	<u>職銜</u>	<u>電話</u>	<u>電郵</u>
高文鋒先生	九龍城區助理 康樂事務經理 7	2768 7100	adlmkc7@lcsd.gov.hk

6. 有意投標者須特別留意用地各部分的容許負載能力。如欲查閱相關圖則及參考資料，請聯絡發展局起動九龍東辦事處下述人員：

<u>姓名</u>	<u>職銜</u>	<u>電話</u>	<u>電郵</u>
李偉傑先生	地方營造經理 (規劃)3	3904 1364	wkli@devb.gov.hk

7. 有意投標者必須留意，擬建的啟德智慧綠色集體運輸系統車站及高架橋部分路段，將建於啟德站車站廣場範圍內，位於 Airside 商場與港鐵啟德站之間，毗鄰該用地。該項目計劃於 2025 年招標，於 2026 年批出合約，並於 2031 年左右投入服務。謹請注意，在該用地內進行的活動不得干擾智慧綠色集體運輸系統的建造、營運及維修保養。有關啟德智慧綠色集體運輸系統的詳情，請聯絡土木工程拓展署下述人員：

<u>姓名</u>	<u>職銜</u>	<u>電話</u>	<u>電郵</u>
余浩賢先生	工程師／1(東)	3842 7116	rhyu@cedd.gov.hk

8. 有意投標者請留意，發展局起動九龍東辦事處將於 2025 年 10 月舉行投標簡介會。詳情請瀏覽辦事處網站 <https://www.ekeo.gov.hk/tc/about-ekeo/news-publications-events/index.html>，並聯絡下述人員：

<u>姓名</u>	<u>職銜</u>	<u>電話</u>	<u>電郵</u>
李偉傑先生	地方營造經理 (規劃)3	3904 1364	wkli@devb.gov.hk

TENDER NOTICE

Tenders are invited for a tenancy of one lot of Government land (hereinafter referred to as “the Premises”) described in the First Schedule to the Tenancy Agreement annexed hereto (hereinafter referred to as “the Tenancy Agreement”) on such terms and conditions as are specified in the Tenancy Agreement.

2. Tenderers must state in the Form of Tender annexed hereto (hereinafter referred to as “the Form of Tender”) the monthly rental they are prepared to offer to the Government of the Hong Kong Special Administrative Region (hereinafter referred to as “the Government”) for the tenancy of the Premises. Tenderers must also complete the Tender Application Form annexed hereto (hereinafter referred to as “the Tender Application Form”) setting out information, commitments, proposals etc. as required therein.

3. Tenderers should note that a Marking Scheme (annexed hereto) (hereinafter referred to as “the Marking Scheme”) will be used for the assessment of their tenders. The Government does not bind itself to accept the tender with the highest combined score (as referred to in the Marking Scheme) or any tender submitted, and reserves the right to negotiate with any tenderer about the terms of the offer and cancel the tender exercise. Tenderers should note that their offers will be considered on an overall basis. Tenders with only partial offers will not be considered. The decision of the Government as to whether or not to award the tender shall be final.

4. Tenders must be:

- (a) made in TRIPLICATE in the Form of Tender and the Tender Application Form together with an electronic copy of the Tender Application Form and all supplementary information/ supporting evidence (in pdf format saved in CD/ DVD ROM computer disk);
- (b) enclosed in two separate sealed envelopes, with –
 - (i) one envelope clearly marked on the outside “Tender for Tenancy Agreement No. STTKE0072: Rent Submission” and enclosing the Form of Tender (which should be in triplicate, fully completed, signed, stamped with the firm/company chop and dated) together with cheque or cashier’s order referred to in paragraph 7 below; and
 - (ii) the other envelope clearly marked on the outside “Tender for Tenancy Agreement No. STTKE0072: Technical Submission” and enclosing the Tender Application Form (which should be in triplicate (including all the supplementary information/ supporting evidence attached to it), fully completed, signed, sealed and dated, but without any indication of the rent offered) together with the documents referred to in paragraph 9 below and an electronic copy of the Tender Application Form and all supplementary information/ supporting evidence (in pdf format saved in CD/ DVD ROM computer disk),

and the outside of the two sealed envelopes should not bear any indication which may relate the tender to tenderers;

- (c) addressed to the Chairman, Tender Opening Committee, Government Logistics Department; and

- (d) deposited in the tender box labelled “Government Logistics Department Tender Box” (hereinafter referred to as “the Government Logistics Department Tender Box”) situated on the Ground Floor, North Point Government Offices, 333 Java Road, North Point, Hong Kong before 12:00 noon on the 19th day of December, 2025. In case a Black Rainstorm Warning Signal or a Tropical Cyclone Warning Signal No. 8 or above or an announcement on “extreme conditions” caused by super typhoon is issued by the Government at any time between 9:00 a.m. and 12:00 noon on the said date, the tender closing time will be extended to 12:00 noon on the first working day of the following week and on which no Black Rainstorm Warning Signal or Tropical Cyclone Warning Signal No. 8 or above or announcement on “extreme conditions” caused by super typhoon is issued by the Government at any time between the hours of 9:00 a.m. and 12:00 noon. In case the public access to the Government Logistics Department Tender Box is blocked or for any reason becomes inaccessible at any time between 9:00 a.m. and 12:00 noon on the said date, the Government will announce the extension of the tender closing time until further notice. Where an announcement has been made for the extension of the tender closing time until further notice, upon the removal of the blockage or inaccessibility, the Government will as soon as practicable announce the revised tender closing time. The above announcements will be made via press releases on the website of the Information Services Department (www.info.gov.hk/gia/general/today.htm).

5. Any tender submitted which is not in conformity with the Form of Tender or the terms and conditions as set out in the Tender Notice or without the Tender Application Form as specified in paragraph 4(b)(ii) of the Tender Notice may be rejected. Late tenders and tenders not deposited in the Government Logistics Department Tender Box in accordance with paragraph 4 above will not be accepted.

6. Tenders will only be accepted from not more than one person, sole proprietor or corporation, who will occupy the Premises for his/its own use, and no assignment, underletting, or parting with the possession of the Premises or any part thereof or any interest therein will be permitted save for the underletting as provided in Special Condition No. 31 of the Second Schedule to the Tenancy Agreement.

7. Tenderers must forward with their tender a cheque or a cashier’s order for an amount equivalent to six months of rent tendered, made payable to “The Government of the Hong Kong Special Administrative Region” and drawn on a bank which is a bank duly licensed under Section 16 of the Banking Ordinance. If a cheque is submitted, it must be certified good by the bank on which it is drawn for payment up to the 19th day of June, 2026. All cheques and cashier’s orders will be retained uncashed until a decision has been made on the tenders submitted. If a tender is accepted, the cheque or cashier’s order submitted therewith will be treated as the deposit referred to in Special Condition No. 5 of the Second Schedule to the Tenancy Agreement. All other cheques and cashier’s orders will be returned to the unsuccessful tenderers at the addresses stated in their tenders.

8. (a) A tenderer when submitting a tender by way of a subsidiary company should clearly state the name of its parent company and its correspondence address, the name of its contact person and its telephone and facsimile numbers.

(b) The person who signs a tender as tenderer shall be deemed to be acting as a principal unless he discloses therein that he is acting as an agent only, in which case he

shall also disclose therein the name, address and the name of the contact person of his principal.

(c) After the award of the tender, the identity of the successful tenderer and its parent company (if any) can be disclosed by the Government, whether in response to public or media enquiries or otherwise. The Government reserves the right to announce the tender results without the need to seek the prior agreement of the successful tenderer and its parent company (if any).

9. (a) A tenderer when submitting a tender as a sole proprietor should submit a copy of the certificate of business registration as well as certified extracts of information on the business register from the Commissioner of Inland Revenue containing the name of the sole proprietor.

(b) A tenderer when submitting a tender by way of a corporation should submit one copy each of the Articles of Association, Notification of First Secretary and Directors, the latest Annual Return (if any) and Notification of Changes of Secretary and Directors (if any) filed with the Companies Registry giving details of its current shareholders and directors.

10. If a tender is accepted, the successful tenderer shall be the Tenant, and he shall within 7 days of being called upon by the District Lands Officer, Kowloon East so to do sign or execute the Tenancy Agreement and the plan(s) therein referred to. Where the successful tender has been made on behalf of a principal, the principal shall himself sign or execute the Tenancy Agreement and the plan(s) therein referred to. If the Tenant fails to sign or execute the Tenancy Agreement and the plan(s) therein referred to within the time limit as aforesaid, the Government may either enforce or cancel the tender. On cancellation the sum forwarded with the Tenant's tender as a deposit shall without prejudice to the Government's right of action for damages for breach of contract, be wholly forfeited to the Government and the Government shall be at liberty to grant a tenancy of the Premises or invite tenders or otherwise deal with the Premises at such time and in such manner as the Government shall deem fit.

11. Subject to due signature or execution of the Tenancy Agreement and the plan(s) therein referred to as hereinbefore provided, possession of the Premises will be given to the successful tenderer within three calendar months of the date on which the Tenancy Agreement and the plan(s) therein referred to are signed or executed. The date on which possession will be so given and on which the period of the tenancy shall commence will be notified by a letter from the District Lands Officer, Kowloon East.

12. The successful tenderer shall accept the Premises in the state and condition in which they are at the date possession is given.

13. Any enquiry in relation to this tender should be addressed to:

District Lands Officer, Kowloon East
4/F, South Tower, West Kowloon Government Offices
11 Hoi Ting Road, Yau Ma Tei, Kowloon
(Attn.: Mr. Chris LEE Tel No.: 3842 7610)

It is hereby specifically declared by the Government that any statement, whether oral or written, made and any action taken by any Government officer in response to any enquiry made by a prospective tenderer shall be for guidance and reference purposes only. Any statement shall not be deemed to form part of this Tender Notice and any such statement

or action shall not and shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions as are set out in this Tender Notice or the Tenancy Agreement.

14. (a) It is obligatory for the tenderer to provide his name, telephone number, facsimile number, address and (i) identity document number in case of individual, (ii) identity document number of the sole proprietor and business registration number in case of a sole proprietor or (iii) company registration number in case of a corporation. If he fails to provide the above data, it would not be possible for the Government to consider his tender.

(b) The above data collected by the Lands Department are to be used for the consideration of this tender by the Government and may be used by the Lands Department for such purpose and may be transferred to other Government departments to be used for such purpose. The above data may also be used for the consideration of other tenders by the Government at any time and the above data may be used by the Lands Department for such purpose and may be transferred to other Government departments to be used for such purpose.

(c) The tenderer has the rights to request access to and to request the correction of the data, the name and address of the officer to whom such request may be made are:

District Lands Officer, Kowloon East
4/F, South Tower, West Kowloon Government Offices
11 Hoi Ting Road, Yau Ma Tei, Kowloon
(Attn.: Mr. Chris LEE Tel No.: 3842 7610)

15. Notwithstanding anything to the contrary in this Tender Notice or the Tenancy Agreement, the Government reserves the right to disqualify a tenderer on the ground that the tenderer has engaged, is engaging, or is reasonably believed to have engaged or be engaging in any acts or activities that are likely to cause or constitute the occurrence of offences endangering national security or otherwise the disqualification is necessary in the interest of national security, or is necessary to protect the public interest of Hong Kong, public morals, public order or public safety.

FORM OF TENDER

Tender for the tenancy of one lot of Government land at the portion of Kai Tak Area 1F Site 3, Kai Tak, Kowloon, Hong Kong on such terms and conditions as are specified in the Tenancy Agreement annexed hereto (hereinafter referred to as “the Tenancy Agreement”), and at the **monthly** rental specified below.

To: Director of Lands,
20/F., North Point Government Offices,
333 Java Road, North Point,
Hong Kong.

I/We,

.....
having read the foregoing Tender Notice and the Tenancy Agreement and examined the plans therein referred to, hereby offer to rent the Government land referred to above for the purposes as specified in the First Schedule to the Tenancy Agreement from the Government of the Hong Kong Special Administrative Region (hereinafter referred to as “the Government”) at a rental of Hong Kong Dollars.....**per month (HK\$ per month)**. The tenancy shall be for a term as specified in the First Schedule to the Tenancy Agreement and on such terms and conditions as are set out in the Tender Notice and the Tenancy Agreement.

2. If this tender is accepted, then until the Tenancy Agreement and the plans therein referred to are signed or executed, this tender together with the written acceptance thereof shall constitute a binding agreement between me/us and the Government.

3. A cheque for HK\$ made payable to “The Government of the Hong Kong Special Administrative Region” and certified good for payment up to the 19th day of June, 2026 by the bank on which it is drawn/A cashier’s order for HK\$ is forwarded herewith as a deposit if my/our tender is accepted.

4. (a) I/We understand that the Government reserves the right to disclose the identity of the successful tenderer and its parent company (if any) and to announce the tender results in accordance with paragraph 8(c) of the Tender Notice.

(b) I/We consent that the Government and its officers may use the data collected pursuant to paragraph 14(a) of the Tender Notice together with any information of my/our performance or breach of any terms and conditions of the tenancy of any Government sites, whether past, current or future, for consideration of this tender by the Government, and the Lands Department may use the data and information for such purpose and may transfer the data and information to other Government departments to be used for such purpose; and that the data and information may also be used for consideration of other tenders by the Government at any time, and that the data and information may be used by the Lands Department for such purpose and may be transferred to other Government departments to be used for such purpose.

(c) I/We also confirm that for the avoidance of doubt and for the purposes of the Personal Data (Privacy) Ordinance, Cap 486 or otherwise, the provisions in paragraph 14 of the Tender Notice and the provisions in paragraph 4 of this Form of Tender including the consent stated therein shall remain in full force and effect notwithstanding

that this tender is not accepted by the Government. Where the tender is accepted by the Government, the said provisions and consent shall survive the signature or execution of the Tenancy Agreement and the plans therein referred to and the tenancy, and shall remain in full force and effect notwithstanding the expiry or termination of the tenancy.

5. The documents referred to in paragraph 9(a) or 9(b) of the Tender Notice are enclosed.

Dated the _____ day of _____, 20__.

Signature of tenderer OR seal of tenderer and
signature(s) of authorized officer(s)

Name(s) of authorized officer(s) in block letters _____

Identity document number of tenderer
(in case of an individual) _____

Identity document number of sole proprietor
(in case of a sole proprietor) _____

Business registration number of tenderer
(in case of a sole proprietor) _____

Company registration number of tenderer
(in case of a corporation) _____

Address of tenderer in block letters _____

Telephone number _____ Facsimile number _____

Particulars of parent company (if appropriate) :

Name in block letters _____

Address in block letters _____

Name of contact person(s) _____

Telephone number _____ Facsimile number _____

- Notes
- (1) All tenders must be accompanied by documents referred to in paragraph 9(a) or 9(b) of the Tender Notice, as appropriate.
 - (2) Tenders will not be considered unless they are accompanied by the deposit required under paragraph 7 of the Tender Notice.

招標公告

現招標承租本公告夾附的租賃協議(下稱「該租賃協議」)第一附表所描述的一幅政府土地(下稱「該土地」)，租賃條款及條件細列於該租賃協議內。

2. 投標者必須在本公告夾附的投標表格(下稱「投標表格」)內，說明為租賃該土地而準備付給香港特別行政區政府(下稱「政府」)的月租金額。投標者亦必須填妥本公告夾附的投標申請表格(下稱「投標申請表格」)，列出所需的資料、承諾和建議等。

3. 投標者須注意，標書會根據評分標準(見附件)(下稱「評分標準」)評審。政府不一定會接納合併得分最高(如評分標準所提述)的標書或任何一份標書，並保留權利，與任何投標者商討建議條款，甚至取消是次招標。投標者須注意，其建議將從整體考慮，只載列部分建議的標書將不獲考慮。政府對於是否批出標書的決定，即為最終決定。

4. 投標者必須：

(a) 填寫投標表格和投標申請表格一式三份，以及提交投標申請表格及所有補充資料／證明文件的電子副本(以 PDF 格式儲存在 CD/DVD 電腦唯讀光碟中)；

(b) 把標書密封於兩個信封內：

(i) 在一個信封面清楚註明「標投第 STTKE0072 號租賃協議：租金建議書」，信封內放入投標表格(必須是已經填妥、簽署、蓋上商號／公司印章和註明日期的表格一式三份)和下文第 7 段所述的支票或銀行本票；以及

(ii) 在另一個信封面清楚註明「標投第 STTKE0072 號租賃協議：技術建議書」，信封內放入投標申請表格(必須是已經填妥、簽署、密封和註明日期，但並無示明建議租金的投標申請表格一式三份(包括夾附的所有補充資料／證明文件))和下文第 9 段所述的文件，以及投標申請表格及所有補充資料／證明文件的電子副本(以 PDF 格式儲存在 CD/DVD 電腦唯讀光碟中)。

上述兩個密封的信封面不得有任何記認，顯示標書與投標者有關連；

(c) 註明致「政府物流服務署開標委員會主席」；以及

(d) 在 2025 年 12 月 19 日中午 12 時前，把標書放入設於香港北角渣華道 333 號北角政府合署地下標示為「政府物流服務署投標箱」的投標箱(下稱「政府物流服務署投標箱」)內。如在上述截標日期當天上午 9 時至中午 12 時期間，政府發出黑色暴雨警告信號或 8 號或以上熱帶氣旋警告信號，又或宣布超強颱風引致「極端情況」，截標時間便會順延至下周首個工作天的中午 12 時(當天上午 9 時至中午 12 時期間，政府既無發出黑色暴雨警告信號或 8 號或以上熱帶氣旋警告信號，又無宣布超強颱風引致「極端情況」)。如在上述截標日期當天上午 9 時至中午 12 時期間，通往政府物流服務署投標箱位置的公共通道受阻，或基於任何原因不能通行，政府會公布延長截標時間，直至另行通告。當截標時間已宣布延長至另行通告為止，政府會於公共通道不再受阻或恢復通行時，盡快公布最新截標時間。政府新聞處會在網頁(www.info.gov.hk/gia/general/ctoday.htm)發出新聞公報，宣布上述各項消息。

5. 遞交的標書如不符合投標表格的規定，或不符合招標公告所載列的條款及條件，或沒有遞交投標公告第 4(b)(ii)段所指明的投標申請表格，標書均可能不獲接納。逾期遞交或沒有按照本公告第 4 段的規定放入政府物流服務署投標箱的標書，概不受理。

6. 政府只接納一名人士、獨資經營者或一個法團投標租賃該土地自用。除該租賃協議第二附表所載特別條件第 31 條訂明的分租外，承租人不得把該土地、其任何部分或其中的任何權益轉讓、分租或放棄管有權。

7. 投標者在遞交標書時，必須同時交付面額相等於六個月投標租金的支票或銀行本票乙張，抬頭人為「香港特別行政區政府」；該支票或本票的付款銀行須為根據《銀行業條例》第 16 條獲妥為發牌的銀行。如交付支票，該支票須由付款銀行證明直至 2026 年 6 月 19 日仍可兌現。政府未選定中標者前，不會把支票或本票兌現。某份標書如獲接納，隨該份標書交付的支票或本票將視為該租賃協議第二附表所載特別條件第 5 條所述的按金。所有其他支票或本票，將根據標書上列明的地址退還落選的投標者。

8. (a) 投標者如以附屬公司的名義投標，則必須在標書上清楚列明其母公司的名稱、通訊地址、聯絡人姓名、電話號碼及傳真號碼。

(b) 以投標者身分簽署標書的人士，除非在標書內說明僅為代理人，否則須視為主事人。投標者如僅為代理人，則必須在標書內同時披露主事人的姓名／名稱、地址及其聯絡人的姓名。

(c) 標書批出後，政府在回應公眾或媒體查詢時，或於其他情況下，皆可披露中標者及其母公司(如有的話)的身分。政府保留權利，可無須事先徵得中標者及其母公司(如有的話)同意，公布投標結果。

9. (a) 投標者如以獨資經營者的身份投標，則必須提交商業登記證副本，以及由稅務局局長發出並載有該商號獨資經營者的商業登記冊資料摘錄的核證本。

(b) 投標者如以法團的名義投標，則必須提交已送交公司註冊處的組織章程細則副本、首任秘書及董事通知書副本、最近期的周年申報表(如有的話)副本和秘書及董事資料更改通知書(如有的話)副本各一，以提供現任股東和董事的詳細資料。

10. 標書一經接納，中標者即成為承租人。承租人須於九龍東區地政專員發出通知後 7 日內，簽署或簽立該租賃協議及當中提述的圖則。倘若中標者的標書由代理人代投，該租賃協議及當中提述的圖則須由主事人本人簽署或簽立。如承租人在上述期限內，仍未簽署或簽立該租賃協議及當中提述的圖則，政府可強制執行或撤銷投標。若撤銷投標，承租人隨標書交付作為按金的款項將由政府全數沒收，但此舉無損政府就違約情況採取法律行動索償的權利。政府並可自行決定在其認為適當的時候兼且以其認為適當的方式，把該土地批租予他人，或再次招標，或以其他形式處置該土地。

11. 中標者妥為簽署或簽立該租賃協議及當中提述的圖則，該土地的管有權將於簽署或簽立該租賃協議及當中提述的圖則當日起計三個曆月內，移交中標者。九龍東區地政專員將發信通知中標者移交管有權暨批租期開始的日期。

12. 中標者必須接受該土地在交出管有權當日的狀況及狀態。

13. 任何有關是次招標的查詢，應向下列人士提出：

九龍油麻地海庭道 11 號西九龍政府合署南座 4 樓

九龍東區地政專員

(經辦人：李冠昇先生 電話號碼：3842 7610)

政府現特聲明，任何政府人員為回應有意投標者的任何查詢而發表的任何說明(不論是口頭還是書面說明)，以及採取的任何行動，一概只作指引和參考用途。任何說明均不得視為本招標公告的構成部分；而且該等說明或行動，並不會也不得視為闡述、更改、否定、豁免或以其他方式改變本招標公告或該租賃協議所載的任何條款或條件。

14. (a) 投標者必須提供姓名／名稱、電話號碼、傳真號碼、地址及(i)如屬個人，其身分證明文件號碼，(ii) 如屬獨資經營者，其身分證明文件號碼及其商業登記號碼或(iii)如屬法團，其公司註冊編號。若投標者未有提供上述資料，政府

將無法考慮其標書。

(b) 地政總署收集上述資料，旨在供政府用於考慮本標書，也可供地政總署作該項用途，以及可轉交政府其他部門作同一項用途。上述資料也可在任何時間供政府用於考慮其他標書，也可供地政總署作該項用途，以及可轉交政府其他部門作同一項用途。

(c) 投標者有權要求查閱和改正資料。負責處理此等要求的人員的地址及姓名，載列如下：

九龍油麻地海庭道 11 號西九龍政府合署南座 4 樓

九龍東區地政專員

(經辦人：李冠昇先生 電話號碼：3842 7610)

15. 即使本招標公告或該租賃協議訂有相反的規定，政府仍保留權力以投標者曾經、正在或有理由相信投標者曾經或正在參與可能導致或構成發生危害國家安全罪行的行為或活動為由，取消投標者的資格，又或為維護國家安全或香港的公眾利益、公共道德、公共秩序或公共安全，而有必要取消投標者的資格。

投標表格

現按照夾附的租賃協議(下稱「該租賃協議」)所細列的條款及條件，並以下文所指明的月租，投標承租位於香港九龍啟德第 1F 區 3 號地盤部分用地的一幅政府土地。

致： 香港北角渣華道 333 號北角政府合署 20 樓
地政總署署長

本人／我們_____

已細閱前文所述的本招標公告及該租賃協議，並審閱該租賃協議提述的圖則，現提出按月以港幣_____圓的租金(月租_____港元)，按照本招標公告及該租賃協議所載的條款及條件，向香港特別行政區政府(下稱「政府」)租用上述政府土地，用作租賃協議第一附表所指明的用途，租期按照該附表所定。

2. 本標書如獲接納，在該租賃協議及當中提述的圖則簽署或簽立前，本標書連同接納書將構成本人／我們與政府之間具有約束力的協議。

3. 現交付_____港元的支票乙張(已由付款銀行在票上註明直至 2026 年 6 月 19 日仍可兌現)，抬頭人為「香港特別行政區政府」／_____港元的銀行本票乙張。本標書如獲接納，該筆款項將用作按金。

4. (a) 本人／我們明白，政府保留權利按照招標公告第 8(c)段的規定，披露中標者及其母公司(如有的話)的身分和公布投標結果。

(b) 本人／我們同意，政府及其人員可使用依據招標公告第 14(a)段收集的資料，以及本人／我們過往、現在或將來履行或違反任何政府土地租賃協議條款及條件的資料，供政府用於考慮本標書，而地政總署也可把上述資料用作該項用途，並轉交政府其他部門作同一項用途；本人／我們也同意上述資料可在任何時間供政府用於考慮其他標書，而地政總署同樣可把上述資料用作該項用途，並轉交政府其他部門作同一項用途。

(c) 本人／我們也確認，為免生疑問，而且不論是否以施行《個人資料(私隱)條例》(第 486 章)為目的或其他目的，即使本標書不獲政府接納，招標公告第 14 段及本投標表格第 4 段所作規定，包括當中所述的同意，仍繼續完全有效並具十足效力。假如本標書獲政府接納，上述規定和同意在簽署或簽立該租賃協議及當中提述的圖則和租約後，仍然留存，即使租賃期滿或終止，仍繼續完全有效並具十足效力。

5. 現隨表格夾附招標公告第 9(a)或第 9(b)段所述的文件。

20 年 月 日

投標者簽署或投標者蓋章和

獲授權人員簽署_____

獲授權人員姓名(請以正楷填寫)

投標者身分證明文件號碼

(適用於個人) _____

獨資經營者身分證明文件號碼

(適用於獨資經營者) _____

投標者商業登記號碼

(適用於獨資經營者) _____

投標公司註冊編號

(適用於法團) _____

投標者／公司地址(請以正楷填寫)

電話號碼_____傳真號碼_____

母公司詳情(如適用)：

名稱(請以正楷填寫)_____

地址(請以正楷填寫)_____

聯絡人姓名_____

電話號碼_____傳真號碼_____

註：(1) 所有標書必須夾附招標公告第 9(a)或第 9(b)段所提述的文件(視何者適用而定)。

(2) 標書必須連同招標公告第 7 段所規定的按金一併遞交，否則將不獲考慮。

Checklist for Submission of Tender

Please go through the following checklist to ensure that all necessary information and documents for the tender have been provided in your tender submission. Please note that this checklist is for guidance and reference purposes only and shall not be deemed to form part of the Tender Notice or Form of Tender or Tender Application Form.

2. The relevant address label at the bottom of this checklist may be used on the envelope for submitting the tender.
3. Tenderers are reminded to carefully read all terms, instructions and notes set out in the tender documents including but not limited to Tender Notice, Form of Tender, Tender Application Form, Marking Scheme and Tenancy Agreement when preparing tender submission. Tenderers' special attention is drawn to all the binding requirements set out in the tender documents. Tenderers are also reminded to fill in consistent information in different parts of tender documents.
4. Tenderers should note that their tenders may be invalidated if the information in the Form of Tender and Tender Application Form is incorrectly completed, signed or the required documents are not provided together with the Form of Tender and Tender Application Form. Please also ensure that the outside of the two sealed envelopes should not bear any indication which may relate the tender to tenderers and the tender submission shall be dropped in the correct tender box for this tender before the deadline as prescribed in the Tender Notice.

CHECKLIST

Tick and
move to the
next step

(A) Completion of the Form of Tender

- | | |
|--|--------------------------|
| (1) Have you filled in all the blanks in the Form of Tender? | <input type="checkbox"/> |
| (2) Have you dated the Form of Tender? | <input type="checkbox"/> |
| (3) If the tender is submitted by an individual, have you signed the Form of Tender? Please also fill in your name, identity document number, address, telephone number and facsimile number in the Form of Tender. | <input type="checkbox"/> |
| (4) If the tender is submitted by a company, have you executed the Form of Tender? Please also fill in your authorized officer(s)' name, identity document number of the sole proprietor and business registration number in case of a sole proprietor and company registration number in case of a corporation, address, telephone number and facsimile number in the Form of Tender. | <input type="checkbox"/> |

CHECKLIST

Tick and
move to the
next step

(5) If the tender is submitted by a **subsidiary company**, have the particulars of the parent company including the name, correspondence address, name of contact person(s), telephone number and facsimile number been filled in the Form of Tender?

☐

(6) Have you completed the Form of Tender in triplicate?

☐

(7) Has a cashier's order for an amount required by paragraph 7 of the Tender Notice been enclosed?

☐

OR

(7) (i) Has a cheque for an amount required by paragraph 7 of the Tender Notice been enclosed?

☐

(ii) Has the cheque been certified good for payment up to the 19th day of June 2026 by the bank on which it is drawn? A sample of certified good cheque is attached at Annex I for reference.

☐

(8) If the tender is submitted by a **sole proprietor**, have you enclosed the documents set out below?

(i) A copy of the certificate of business registration; and

☐

(ii) certified extracts of information on the business register from the Commissioner of Inland Revenue.

☐

(9) If the tender is submitted by way of a **corporation**, have you enclosed the documents set out below?

(i) A copy of the Articles of Association filed with the Companies Registry;

☐

(ii) A copy of Notification of First Secretary and Directors filed with the Companies Registry;

☐

(iii) A copy of the latest Annual Return (if any) filed with the Companies Registry; and

☐

(iv) A copy of Notification of Changes of Secretary and Directors (if any) filed with the Companies Registry.

☐

CHECKLIST

Tick and
move to the
next step

(B) Completion of the Tender Application Form

- | | |
|--|--------------------------|
| (10) Have you read the notes in the first page of Tender Application Form? | <input type="checkbox"/> |
| (11) Have you filled in all the blanks in the Tender Application Form? | <input type="checkbox"/> |
| (12) Did you complete the Tender Application Form with reference to other tender documents including the Marking Scheme and Tenancy Agreement? | <input type="checkbox"/> |
| (13) Have you attached the supplementary information and/or supporting evidence required? | <input type="checkbox"/> |
| (14) Have you provided clear and correct numbers and signed the Schedule B of the Tender Application Form? | <input type="checkbox"/> |
| (15) Have you read, signed, sealed and dated the Schedules D and F of the Tender Application Form? | <input type="checkbox"/> |
| (16) Did you initial at the lower right hand corner of each page of the Tender Application Form, supplementary sheets used, and supplementary information and/or supporting evidence attached? | <input type="checkbox"/> |
| (17) Have you attached the supplementary sheets after the Tender Application Form if they are added? | <input type="checkbox"/> |
| (18) Have you completed the Tender Application Form in triplicate? | <input type="checkbox"/> |

(C) Completing the Tender Submission

- | | |
|---|--------------------------|
| (19) Have you checked that the two envelopes contain required documents set out in paragraph 4 of the Tender Notice? | <input type="checkbox"/> |
| (20) Have you sealed the two envelopes containing the tender submission? | <input type="checkbox"/> |
| (21) Have you checked that the outside of the two sealed envelopes bear no indication which may relate the tender submission to tenderers ? | <input type="checkbox"/> |

The Chairman, Tender Opening Committee,

Government Logistics Department

Tender for Tenancy Agreement No. STTKE0072: Rent Submission

Government Logistics Department Tender Box

Ground Floor, North Point Government Offices,

333 Java Road, North Point, Hong Kong

The Chairman, Tender Opening Committee,

Government Logistics Department

Tender for Tenancy Agreement No. STTKE0072: Technical Submission

Government Logistics Department Tender Box

Ground Floor, North Point Government Offices,

333 Java Road, North Point, Hong Kong

NOTE : * Please refer to paragraph 7 of the Tender Notice for the date that the cheque be certified good for payment.

提交投標書的覆核清單

請依照下列清單覆核，以確保投標所需的所有資料和文件均已提交。本覆核清單只作參考指引，不得視作招標公告、投標表格或投標申請表格的一部分。

2. 附於本清單的地址標貼可貼於遞交標書的信封面上。
3. 投標者在擬備標書時，請仔細閱讀投標文件中的所有條款、說明和注意事項，包括但不限於招標公告、投標表格、投標申請表格、評分標準和租賃協議。投標者須特別注意投標文件中載述的所有具有約束力的規定。投標者亦須注意，在投標文件的不同部分所填寫的資料，均須一致無誤。
4. 投標者須注意，如於投標表格和投標申請表格內填寫的資料有誤，簽署不正確，或沒有隨投標表格和投標申請表格一併提交所需文件，投標書可被當作失效。另請確保兩個密封信封外面不得有任何可識別投標者身分的記認，而且按招標公告訂明的方式，於截標限期前放入正確的投標箱內。

覆核清單

逐一核
對並加
上「✓」
號

(A) 填寫投標表格

- | | |
|---|--------------------------|
| (1) 是否已填妥投標表格內所有空格？ | <input type="checkbox"/> |
| (2) 是否已在投標表格上填上日期？ | <input type="checkbox"/> |
| (3) 投標者如以個人身份投標，是否已在投標表格上簽署？請在投標表格上填上你的姓名、身分證明文件號碼、地址、電話號碼及傳真號碼。 | <input type="checkbox"/> |
| (4) 投標者如以公司身份投標，是否已簽立投標表格？請在投標表格上填上獲授權人員的姓名、獨資經營者的身分證明文件號碼、商業登記號碼(如屬獨資經營者)或公司註冊編號(如屬法團)、地址、電話號碼及傳真號碼。 | <input type="checkbox"/> |
| (5) 投標者如以 附屬公司 身份投標，是否已在投標表格上填上母公司的詳細資料，包括名稱、通訊地址、聯絡人姓名、電話號碼及傳真號碼？ | <input type="checkbox"/> |

覆核清單

逐一核
對並加
上「✓」
號

(6) 是否已填妥一式三份投標表格？

☐

(7) 是否已夾附招標公告第7段規定的面額的銀行本票？

☐

或

(7) (i) 是否已夾附招標公告第 7 段規定的面額的支票？

☐

(ii) 該支票是否已由付款銀行證明直至 2026 年 6 月 19 日
仍可兌現？經由銀行證明可兌現的支票樣本載於附件 I
以供參考。

☐

(8) 投標者如以**獨資經營者**的身份投標，是否已夾附下列文件？

(i) 商業登記證副本；以及

☐

(ii) 由稅務局局長發出的商業登記冊資料摘錄的核證
本。

☐

(9) 投標者如以**法團**的身份投標，是否已夾附下列文件？

(i) 已送交公司註冊處的組織章程細則副本；

☐

(ii) 已送交公司註冊處的首任秘書及董事通知書副本；

☐

(iii) 已送交公司註冊處的最近期的周年申報表(如有的
話)副本；以及

☐

(iv) 已送交公司註冊處的秘書及董事資料更改通知書(如
有的話)副本。

☐

覆核清單

(B) 填寫投標申請表格

- (10) 是否已閱畢投標申請表格第一頁的注意事項？ ☐
- (11) 是否已填妥投標申請表格內所有空格？ ☐
- (12) 填寫投標申請表格時，是否已參閱其他投標文件，包括評分標準和租賃協議？ ☐
- (13) 是否已夾附所需的補充資料和／或佐證文件？ ☐
- (14) 是否已填寫清晰正確的數目，並簽署了投標申請表格的附表B？ ☐
- (15) 是否已閱畢投標申請表格附表D和F，並在其上簽署、蓋章和註明日期？ ☐
- (16) 是否已在投標申請表格、所用的補充頁，以及夾附的補充資料和／或佐證文件每一頁的右下角簡簽？ ☐
- (17) 是否已在投標申請表格夾附補充頁（如有使用）？ ☐
- (18) 是否已填妥一式三份的投標申請表格？ ☐

(C) 完成提交標書

- (19) 是否已檢查兩個信封已經放入招標公告第4段列明的所需文件？ ☐
- (20) 裝有標書的兩個信封是否已經封好？ ☐
- (21) 是否已檢查兩個密封信封的外面沒有任何識別投標者身分的記認？ ☐

用於信封面的地址標貼

香港

北角渣華道 333 號

北角政府合署地下

政府物流服務署投標箱

政府物流服務署開標委員會主席

承投租賃協議編號 STTKE0072: 租金建議書

香港

北角渣華道 333 號

北角政府合署地下

政府物流服務署投標箱

政府物流服務署開標委員會主席

承投租賃協議編號 STTKE0072: 技術建議書

Short Term Tenancy (STT) No. STTKE0072
Portion of Kai Tak Area 1F Site 3, Kai Tak, Kowloon, Hong Kong for
Commercial Uses and Organising and Managing Events/Activities

Tender Application Form

Notes:

1. This Tender Application Form including all its schedules shall be duly completed, signed, sealed and dated by the Tenderer in accordance with paragraph 4(b)(ii) of the Tender Notice. Please refer to the Tender Notice, the Form of Tender, the Marking Scheme and the Tenancy Agreement when completing this Tender Application Form.
2. Please attach supplementary sheets if more space is required. These supplementary sheets will form part of this Tender Application Form.
3. Please attach supplementary information and/or supporting evidence as deemed appropriate.
4. The Tenderer shall initial at the lower right hand corner of each page (i.e. of this Tender Application Form and any supplementary sheets) to confirm that all the information provided in each page as submitted by the Tenderer is authentic.
5. All information provided by the Tenderer will be used for tender evaluation.
6. **The information provided in this Tender Application Form shall not bear any direct, implicit or implied indication of the rent offered by the Tenderer.**
7. This Tender Application Form shall be accompanied by documents referred to in paragraph 9(a) or 9(b) of the Tender Notice (as the case may be).

Please put your name / your company's name here:

Initial:

(For identification purpose)

Part I Interpretation

The following definitions shall apply to this Tender Application Form.

“Binding Proposal”	Means the proposal either in number or other forms that the Tenderer shall submit under Schedules A to D to this Tender Application Form and implement in accordance with Special Condition No. 34 in the Second Schedule to the Tenancy Agreement.
“Category”	Means a category of Event/Activity, namely– (i) arts and cultural performance; (ii) public exhibition; (iii) bazaar; (iv) sports exhibition and contest; or (v) trade and industry related event and other activity.
“Event/Activity”	Means (i) an event or activity which falls within the definition of “entertainment” in section 2 of the Places of Public Entertainment Ordinance (Cap 172) or (ii) an event or activity relating to trade and industry including but not limited to trade exhibition, convention and meeting. If the same event or activity repeats in consecutive period(s), it will be considered a single Event/Activity.
“Event Period”	Means the period over which an Event/Activity is open to all visitors including specific groups of attendees and invited guests (e.g. trade exhibition). For the avoidance of doubt, this period does not include the days for (i) prior planning and setting up of the Event/Activity and (ii) post-event clean-up and teardown.
“Free Event/ Activity”	Means an Event/Activity which is open to the public for free.
“Government”	Means the Government of the Hong Kong Special Administrative Region of the People’s Republic of China.
“Hong Kong”	Means the Hong Kong Special Administrative Region of the People’s Republic of China

Please put your name/ your company’s name here: (For identification purpose)	Initial:
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“Relevant Event/Activity Management Experience”	Means experience in planning and/or organising and/or managing Events/Activities with at least one hundred (100) participants for each event/activity conducted in or outside Hong Kong.
“Relevant Site Development Experience”	Means experience in managing and/or carrying out site formation works and/or building works for erection of building(s)/structure(s) with a total gross floor area of not less than 2,000 sq.m. on a site with a site area of not less than 2,000 sq.m. in or outside Hong Kong.
“Relevant Space Management Experience”	Means experience in managing, operating and/or maintaining commercial space and/or properties with a total gross floor area of not less than 2,000 sq.m. in or outside Hong Kong for a continuous period of not less than twenty-four (24) months.
“Site”	Means “the Premises” as referred to in Clause 1 of the Tenancy Agreement.
“Tenancy Agreement”	Means the Tenancy Agreement No. STTKE0072 in respect of the Site to be entered into between the Government as the landlord of the one part and the tenant of the other part.
“Tenancy Period”	Means the term set out in the First Schedule to the Tenancy Agreement.
“Tenancy Plan”	Means the plan (Plan No. KM11361) annexed to the Tenancy Agreement.
“Tenderer”	Means a person who submits a tender in response to the Tender Notice of STT No. STTKE0072. References to “person” shall include any individual and company but shall not include unincorporated joint ventures and partnership of individuals and/or companies.
“Tender Closing Date”	Means the date specified in paragraph 4(d) of the Tender Notice.

Please put your name/ your company’s name here: (For identification purpose)	Initial:
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Part II Proposal

To the Government of the Hong Kong Special Administrative Region

I/We undertake to fulfil the **binding commitments** set out in **Schedule A, B1, B2, C, D1 and D2**

Schedule A: Business Proposal

Important Note:

- The Tenderer shall refer to paragraph 1.2(b), Assessment Criterion A and Notes 1 and 8 of the Explanatory Notes for Stage 2 – Technical Assessment of the Marking Scheme when completing this part of the Tender Application Form.
- Additional marks may be obtained by including innovative proposals and/or environmental protection, sustainability or governance and social responsibility (ESG) proposals for the Binding Proposal submitted in Schedule A and highlighting them in Schedules D1 and/or D2 to this Tender Application Form respectively. The Tenderer shall refer to paragraph 1.2(b), Assessment Criterion D (including Assessment Criteria D1 and D2) and Notes 9 and 10 of the Explanatory Notes for Stage 2 – Technical Assessment of the Marking Scheme.
- Separate sheets may be added as necessary.

Please set out a **proposal** (including but not limited to written description, illustrations, and plans) covering (1) business plan, (2) marketing plan and promotion strategy; and (3) business implementation strategy for managing and operating the proposed uses, Events/Activities at the Site to be implemented during the Tenancy Period.

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Please note that the proposal provided in this Schedule A is a **Binding Proposal** in accordance with Special Condition No. 34 in the Second Schedule to the Tenancy Agreement if the Tenderer is awarded the Tenancy Agreement.

Please put your name/ your company's name here:	Initial:
(For identification purpose)	

Schedule B: Event/Activity Plan
--

<u>Important Note:</u>

- | |
|--|
| <ul style="list-style-type: none">• The Tenderer shall refer to the paragraph 1.2(b), Assessment Criterion B (<u>including Assessment Criteria B1 and B2</u>) and Notes 2 – 3 of the Explanatory Notes for Stage 2 – Technical Assessment of the Marking Scheme when completing this part of the Tender Application Form.• Separate sheets may be added as necessary. |
|--|

To the Government of the Hong Kong Special Administrative Region

I/We undertake to fulfil the following binding commitments-

(B1) Organising at least _____ Free Events/Activities at the Site attracting not less than one hundred (100) participants for each Event/Activity for each year during the Tenancy Period commencing from the thirteenth (13th) month of the Tenancy Period.

(B2) Organising at least _____ Categories of Events/Activities at the Site for each year during the Tenancy Period commencing from the thirteenth (13th) month of the Tenancy Period.

I/We acknowledge that the proposal provided in this Schedule B is a **Binding Proposal** and will form an **annual minimum undertaking** in accordance with Special Condition No. 34 in the Second Schedule to the Tenancy Agreement if the Tenderer is awarded the Tenancy Agreement.

Please put your name/ your company's name here:	Initial:
(For identification purpose)	

Schedule C: Site Development Proposal

Important Note:

- The Tenderer shall refer to paragraph 1.2(b), Assessment Criterion C and Notes 4 and 8 of the Explanatory Notes for Stage 2 – Technical Assessment of the Marking Scheme when completing this part of the Tender Application Form.
- Additional marks may be obtained by including innovative proposals and/or ESG proposals for the Binding Proposal submitted in Schedule C and highlighting them in Schedule D1 and/or D2 to this the Tender Application Form. The Tenderer shall refer to Assessment Criterion D (including Assessment Criteria D1 and D2) and Notes 9 and 10 of the Explanatory Notes for Stage 2 – Technical Assessment of the Marking Scheme.
- Separate sheets may be added as necessary.

Please set out a **proposal** (including but not limited to written description, layout plans, drawings and illustrations) of the Site covering (1) site layout and design proposal and (2) implementation plan and strategy for the development at the Site.

--

Please note that the proposal provided in this Schedule C is a **Binding Proposal** and will form part of the Binding Proposals in accordance with Special Condition No. 34 in the Second Schedule to the Tenancy Agreement if the Tenderer is awarded the Tenancy Agreement.

Please put your name/ your company's name here:

Initial:

(For identification purpose)

Schedule D1: Innovative Proposals

Important Note:

- The Tenderer shall refer to paragraph 1.2(b), Assessment Criterion D1 and Note 9 of the Explanatory Notes for Stage 2 – Technical Assessment of the Marking Scheme when completing Schedule D1 to this Tender Application Form.
- Regardless of whether the innovative proposals have already been set out under other Schedules to this Tender Application Form, the Tenderer should still complete this Schedule D1 by highlighting these innovative proposals herein. The Tenderer will **NOT** obtain any marks for Schedule D1 if such innovative proposals are **NOT** set out in this Schedule D1.
- The Tenderers should provide, as appropriate, supporting documents to prove the practicability of the Innovative Proposals in this Schedule D1.
- Separate sheets may be added as necessary.

D1. Innovative Proposals

Please set out your innovative proposals in your Binding Proposals submitted in Schedules A and C and highlight them in the space below.

Please note that the innovative proposals provided in this Schedule D1 **will form part of the Binding Proposal** as mentioned in Schedules A and C above.

Please put your name/ your company's name here: (For identification purpose)	Initial:
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Schedule D2: ESG Proposals

Important Note:

- The Tenderer shall refer to paragraph 1.2(b), Assessment Criterion D2 and Note 10 of the Explanatory Notes for Stage 2 – Technical Assessment of the Marking Scheme when completing Schedule D2 to this Tender Application Form.
- Regardless of whether the ESG proposals have been set out under other Schedules to this Tender Application Form, the Tenderer shall complete this Schedule D2 by highlighting these ESG proposals herein. The Tenderer will NOT obtain any marks for Schedule D2 if such ESG proposals are **NOT** set out in this Schedule D2.
- The Tenderers should provide, as appropriate, supporting documents to prove the practicability of the ESG Proposals in this Schedule D2.
- Separate sheets may be added as necessary.

D2. ESG Proposals

Please set out your ESG proposals for your Binding Proposals submitted in Schedules A and C and highlight them in the space below.

Please note that the ESG proposals provided in this Schedule D2 **will form part of the Binding Proposal** as mentioned in Schedules A and C above.

Please put your name/ your company's name here: (For identification purpose)	Initial:
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[In the case where the Tenderer is an individual]

SIGNED, SEALED and DELIVERED by)
)
)

Name:

Signature of witness:

[In the case where the Tenderer is a company]

SEALED with the COMMON SEAL OF)
)

which is AFFIXED in the presence)
of and SIGNED by)
)

duly authorized by its board of directors and in compliance with)
its Articles of Association witnessed by)

Name:

Signature of witness:

[In the case where the Tenderer is a company but not incorporated in Hong Kong, it may execute Schedules A, B, C, D1 and D2 according to such mode of execution valid under its place of incorporation which is equivalent to an execution under seal in Hong Kong.]

- Note* (i) All the particulars required above shall be provided.
(ii) Strike out clearly items / alternatives which are inapplicable.

Please put your name/ your company's name here: (For identification purpose)	Initial:
---	----------

Part III Experience and Qualification

Schedule E1: Relevant Site Development Experience

Important Note:

- The Tenderer shall refer to Assessment Criterion E1 and Note 5 of the Explanatory Notes for Stage 2 – Technical Assessment of the Marking Scheme when completing Schedule E1 to this Tender Application Form.
- The Tenderer shall submit documentary evidence in support of its proposal. Experience without documentary evidence will not be considered.
- Separate sheets may be added as necessary.

Please provide information of Relevant Site Development Experience by the Tenderer in the six (6) years immediately preceding the Tender Closing Date in this Schedule E1.

No	Name of the Tenderer	Tenderer/ Joint Venture [#]	Details of the development site (name, country and city in which the site situates, type, use of the site)	Area of the site (sq.m.)	Gross floor area of buildings / structures (sq.m.)	Days of relevant experience of the Tenderer (DD/MM/YYYY to DD/MM/YYYY, start days and end days are inclusive) (Please also specify number of days [*])
1						
2						
3						
4						
5						
6						
7						
8						
Total number of calendar days of Relevant Site Development Experience						
Aggregate years of Relevant Site Development Experience						

Notes

[#] If the Relevant Site Development Experience relates to the experience gained by the Tenderer as an individual or a company itself, please state "Tenderer"; if the Relevant Site Development Experience relates to the experience gained by the Tenderer, participant(s) or shareholder(s) of the Tenderer as an incorporated joint venture through other joint venture(s) (incorporated or unincorporated), please state "Joint Venture"

^{*} Please refer to paragraph (a)(iii) to (vii) of Note 5 of the Explanatory Notes for Stage 2 – Technical Assessment of the Marking Scheme for the calculation of Relevant Site Development Experience.

Please put your name/ your company's name here: (For identification purpose)	Initial:
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Schedule E2: Relevant Space Management Experience

Important Note:

- The Tenderer shall refer to Assessment Criterion E2 and Note 6 of the Explanatory Notes for Stage 2 – Technical Assessment of the Marking Scheme when completing Schedule E2 to this Tender Application Form.
- The Tenderer shall submit documentary evidence in support of its proposal. Experience without documentary evidence will not be considered.
- Separate sheets may be added as necessary.

Please provide information of Relevant Space Management Experience by the Tenderer in the six (6) years immediately preceding the Tender Closing Date in this Schedule E2.

No	Name of the Tenderer	Tenderer/ Joint Venture #	Details of commercial space and/or properties managed, operated and/or maintained (Name, country and city where the commercial space and/or properties situate, type and use of the commercial space and /or properties)	Gross Area of the commercial space/properties managed, operated and/or maintained (sq.m.)	Management Period (DD/MM/YYYY to DD/MM/YYYY, start days and end days are inclusive) (Please also specify number of commercial space and/or properties managed, operated and/or maintained*)
1					
2					
3					
4					
5					
6					
7					
8					
Total number of Commercial Space and/or Properties managed, operated and/or maintained					

Notes

If the Relevant Space Management Experience relates to the experience gained by the Tenderer as an individual or a company itself, please state "Tenderer"; if the Relevant Space Management Experience relates to the experience gained by the Tenderer, participant(s) or shareholder(s) of the Tenderer as an incorporated joint venture through other joint venture(s) (incorporated or unincorporated), please state "Joint Venture"

** Please refer to paragraph (a)(iii) to (v) of Note 6 of the Explanatory Notes for Stage 2 – Technical Assessment of the Marking Scheme for the calculation of Relevant Space Management Experience.*

Please put your name/ your company's name here: (For identification purpose)	Initial:
---	----------

Schedule E3: Relevant Event/Activity Management Experience

Important Note:

- The Tenderer shall refer to Assessment Criterion E3 and Note 7 of the Explanatory Notes for Stage 2 – Technical Assessment of the Marking Scheme when completing Schedule E3 of the Tender Application Form.
- The Tenderer shall submit documentary evidence in support of your application. Experience without documentary evidence will not be considered.
- Separate sheets may be added as necessary.

Please set out in the table below Relevant Event/Activity Management Experience in the six (6) years immediately preceding the Tender Closing Date in this Schedule E3.

No.	Name of the Tenderer	Tenderer/ Joint Venture #	Details of Events/Activities planned, organised and/or managed (Name, country and city where the Event/Activity was held, and nature of the Event/Activity)	Number of participants	Event Period (DD/MM/YYYY To DD/MM/YYYY, start days and end days are inclusive) (Please also specify number of events/activities planned, organised and/or managed*)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
Total number of Events/Activities planned, organised and/or managed					

Notes

If the Relevant Event/Activity Management Experience relates to the experience gained by the Tenderer as an individual or a company itself, please state "Tenderer"; if the Relevant Event/Activity Management Experience relates to the experience gained by the Tenderer, participant(s) or shareholder(s) of the Tenderer as an incorporated joint venture through other joint venture(s) (incorporated or unincorporated), please state "Joint Venture"

* Please refer to paragraph (a)(iii) to (v) of Note 7 of the Explanatory Notes for Stage 2 – Technical Assessment of the Marking Scheme for the calculation of Relevant Event/Activity Management Experience .

Please put your name/ your company's name here:	Initial:
(For identification purpose)	

Part IV Others

Schedule F: Declaration and Consent of the Tenderer
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To the Government of the Hong Kong Special Administrative Region

I/We certify that all the information given in this Tender Application Form is true and accurate.

I/We agree that all the information provided in this Tender Application Form will be used by the Government for the purpose of processing the tender and its related purposes. I/We also agree that all the information contained in this Tender Application Form may be disclosed (including copied and disseminated) by the Government for the purposes abovementioned, if necessary.

I/We note and agree that the tender assessment panel shall have the sole and final discretion to interpret the information provided in this Tender Application Form and we undertake to accept the tender assessment panel's interpretation in this regard.

I/We undertake to implement the proposals in Schedules A, B1, B2, C, D1 and D2 in accordance with Special Condition No. 34 in the Second Schedule to the Tenancy Agreement if the Tenderer is awarded the Tenancy Agreement.

Dated the _____ day of _____, 20____

Please put your name/ your company's name here:	Initial:
---	----------

(For identification purpose)	
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[In the case where the Tenderer is an individual]

SIGNED, SEALED and DELIVERED by)
)
)

Name:

Signature of witness:

[In the case where the Tenderer is a company]

SEALED with the COMMON SEAL OF)
_____)
which is AFFIXED in the presence)
of and SIGNED by)
_____)
duly authorized by its board of directors and in compliance with)
its Articles of Association witnessed by)

Name:

Signature of witness:

[In the case where the Tenderer is a company but not incorporated in Hong Kong, it may execute this Schedule F according to such mode of execution valid under its place of incorporation which is equivalent to an execution under seal.]

- Note* (i) All the particulars required above must be provided.
(ii) Strike out clearly items / alternatives which are inapplicable.

- End -

Please put your name/ your company's name here: (For identification purpose)	Initial:
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Short Term Tenancy (STT) No. STTKE0072
Portion of Kai Tak Area 1F Site 3, Kai Tak, Kowloon, Hong Kong for
Commercial Uses and Organising and Managing Events/Activities

Marking Scheme

Interpretation

The following definitions shall apply to this Marking Scheme.

“Binding Proposal”	Means the proposal either in number or other forms that the Tenderer shall submit under Schedules A to D to the Tender Application Form and implement in accordance with Special Condition No. 34 in the Second Schedule to the Tenancy Agreement.
“Category”	Means a category of Event/Activity, namely– (i) arts and cultural performance; (ii) public exhibition; (iii) bazaar; (iv) sports exhibition and contest; or (v) trade and industry related event and other activity.
“Conforming Tender”	Means a tender that has passed both Stage 1 and Stage 2 assessments of this Marking Scheme.
“Event/Activity”	Means (i) an event or activity which falls within the definition of “entertainment” in section 2 of the Places of Public Entertainment Ordinance (Cap. 172) or (ii) an event or activity relating to trade and industry including but not limited to trade exhibition, convention and meeting. If the same event or activity repeats in consecutive period(s), it shall be considered a single Event/Activity.
“Free Event/Activity”	Means an Event/Activity which is open to the public for free.
“Government”	Means the Government of the Hong Kong Special Administrative Region of the People’s Republic of China.
“Hong Kong”	Means the Hong Kong Special Administrative Region of the People’s Republic of China.
“Relevant Event/Activity Management Experience”	Means experience in planning, organising and/or managing Events/Activities with at least one hundred (100) participants for each event/activity conducted in or outside Hong Kong.

“Relevant Site Development Experience”	Means experience in managing and/or carrying out site formation works and/or building works for erection of building(s)/structure(s) with a total gross floor area of not less than 2,000 sq.m. on a site with a site area of not less than 2,000 sq.m. in or outside Hong Kong.
“Relevant Space Management Experience”	Means experience in managing, operating and/or maintaining commercial space and/or properties with a total gross floor area of not less than 2,000 sq.m. in or outside Hong Kong for a continuous period of not less than twenty-four (24) months.
“Site”	Means “the Premises” as referred to in Clause 1 of the Tenancy Agreement.
“Tenancy Agreement”	Means the Tenancy Agreement No. STTKE0072 in respect of the Site to be entered into between the Government as the landlord of the one part and the tenant of the other part.
“Tenancy Period”	Means the term set out in the First Schedule to the Tenancy Agreement.
“Tenderer”	Means a person who submits a tender in response to the Tender Notice of STT No. STTKE0072. References to “person” shall include any individual and company but shall not include unincorporated joint ventures and partnership of individuals and/or companies.
“Tender Closing Date”	Means the date specified in paragraph 4(d) of the Tender Notice.

Section 1 Marking Scheme

A two-envelope approach with a technical to price weighing of **70:30** will be adopted for tender evaluation whereby price assessment will be conducted only after technical assessment. All tenders will be assessed in the following manner.

1.1 The Government will use this Marking Scheme to consider tenders received. Tenders will be awarded marks on the basis of the merits of their –

- (a) technical proposal as set out in Part II and Part III of the Tender Application Form; and
- (b) monthly rental offer as set out in the Form of Tender.

1.2 The tender evaluation procedure includes the following four stages:

(a) Stage 1 – Completeness Check on the Tenders Received

All tenders received will be checked on whether all the documents and information required in paragraphs 2 and 4(b)(i)&(ii) of the Tender Notice have been submitted. Failure to submit all of the documents and information stated in paragraphs 2 and 4(b)(i)&(ii) of the Tender Notice **before 12:00 (noon) on the Tender Closing Date will render a tender invalid and will not be considered further.**

(b) Stage 2 – Technical Assessment

Tenders, which have passed Stage 1 assessment, will be assessed according to the assessment criteria of Stage 2 as set out in Section 2 of this Marking Scheme. The overall technical mark of each tender will be the sum of marks awarded under Assessment Criteria A, B(B1-B2), C, D(D1-D2) and E(E1-E3) set out in the table below and as stated in Section 2 of this Marking Scheme. The maximum total technical marks for the said **five** assessment criteria are 100. There is no overall passing mark for the total marks scored in the Technical Assessment. **To qualify for processing to Stage 3 assessment, a tender must attain the respective passing marks for Assessment Criteria A, B1, B2 and C as shown in the table below. Tender which fails to attain any of the passing mark for Assessment Criteria A, B1, B2 and C will not be considered further.**

The total number of pages of all proposals submitted by a Tenderer (including the Tender Application Form and its supplementary sheets (if any)) for Assessment Criteria A, B1, B2, C, D1 and D2 (including all text, drawings and charts, etc.) shall not be more than sixty (60) single-sided pages or thirty (30) double-sided pages (“**Maximum Page Limit**”). The pages shall either be in A4 or A3 sizes only. One mark will be deducted from the overall technical mark for each page that exceeds the Maximum Page Limit subject to the deduction ceiling of five (5) marks. **Any pages not in A3 or A4 sizes (and its/their contents thereof) will be disregarded for the purpose of assessing the tender.** A Tenderer’s proposals for Assessment Criteria A, B1, B2, C, D1 and D2 that exceed the Maximum Page Limit would still be assessed (i.e. subject to the deduction of marks as stated above). A Tenderer’s proposals for Assessment Criteria A, B1, B2, C, D1 and D2 shall be implemented in accordance with Special Condition No. 34 in the Second Schedule to the Tenancy Agreement if

the Tenderer is awarded the Tenancy Agreement. Other information such as documentary evidence, as submitted under Schedules E1 to E3 to the Tender Application Form shall be included in appendices and separately bound, and will not be included in the counting of pages under the Tenderer's proposals for Assessment Criteria A, B1, B2, C, D1 and D2.

(I)	Execution Plan		
	Assessment Criteria	Maximum Mark	Passing Mark
(A)	Business Proposal (See Note 1)	30	7.5
	Assessment Criteria	Maximum Mark	Passing Mark
(B)	Event/Activity Plan		
(B1)	Numbers of Free Events/Activities (See Note 2)	5	1.25
(B2)	Categories of Events/Activities (See Note 3)	5	1.25
	Assessment Criteria	Maximum Mark	Passing Mark
(C)	Site Development Proposal (See Note 4)	28	7
	Assessment Criteria	Maximum Mark	Passing Mark
(D)	Innovative and Environmental Protection, Sustainability or Governance or Social Responsibility (ESG) Proposals		
(D1)	Innovative Proposals (directly relevant to management, operation and maintenance of the Site) for the Binding Proposals submitted in Schedules A, B and C to the Tender Application Form (See Note 9)	12.75	N/A
(D2)	ESG Proposals which may, but are not required to, be directly relevant to the management, operation and maintenance of the Site for the binding proposals submitted in Schedules A, B and C to the Tender Application Form (See Note 10)	4.25	N/A
	Sub-total for (I)	85	N/A

(II) Experience and Qualification			
Assessment Criteria		Maximum Mark	Passing Mark
(E1)	Relevant Site Development Experience of the Tenderer in the six (6) years immediately preceding the Tender Closing Date (See Note 5)	5	N/A
(E2)	Relevant Space Management Experience of the Tenderer in the six (6) years immediately preceding the Tender Closing Date (See Note 6)	5	N/A
(E3)	Relevant Event/Activity Management Experience of the Tenderer in the six (6) years immediately preceding the Tender Closing Date (See Note 7)	5	N/A
Sub-total for (II)		15	N/A
Total Technical Mark		100	N/A

A tender which has passed Stage 2 assessment, i.e. a tender which has attained the respective passing marks for Assessment Criteria A, B1, B2 and C, shall be considered as a Conforming Tender. A maximum Weighted Technical Score (as defined in the formula below) of seventy (70) will be allocated to the Conforming Tender with the highest total technical marks, while the Weighted Technical Score for other Conforming Tenders will be calculated by the following formula –

$$\text{Weighted Technical Score} = 70 \times \frac{\text{Total technical mark of the Conforming Tender being assessed}}{\text{The highest total technical mark among the Conforming Tenders}}$$

[Note: The Weighted Technical Score of each tender will be rounded to the nearest 2 decimal places. Figures with the value at the third decimal place larger than or equal to 0.005 will be rounded up by adding 0.01 to the figures and curtailing the third decimal place onward whereas figures with the value at the third decimal place below 0.005 will be rounded down by curtailing the third decimal place onward without changing the value at the second decimal place.]

For the details of each Assessment Criteria in Stage 2 – Technical Assessment, Tenderers should refer to the table in Section 2 of this Marking Scheme.

(c) Stage 3 – Calculation of Weighted Rent Score

Conforming Tenders will be specifically checked to see whether the Form of Tender together with cheque or cashier's order as required in paragraph 4(b)(i) of the Tender Notice have been submitted. A Conforming Tender, which does not contain the Form of Tender together with cheque or cashier's order as required in paragraph 4(b)(i) of the Tender Notice, will not be considered further. The price assessment is based on the monthly rental offer as set out in Form of Tender of the tenders which have passed Stage 2 assessment.

A maximum Weighted Rent Score (as defined in the formula below) of thirty (30) will be allocated to the Conforming Tender with the highest monthly rental offer. The Weighted Rent Score for other Conforming Tenders will be calculated by the following formula –

$$\text{Weighted Rent Score} = 30 \times \frac{\text{Monthly rental offer of the Conforming Tender being considered}}{\text{The highest monthly rental offer among all Conforming Tenders}}$$

[Note: The Weighted Rent Score of each tender will be rounded to the nearest 2 decimal places according to the rounding method as shown in the Note under para. 1.2(b) above.]

(d) Stage 4 - Calculation of Combined Score

The combined score of the Conforming Tender will be determined by the following formula –

$$\text{Combined Score (maximum 100)} = \text{Weighted Technical Score (maximum 70)} + \text{Weighted Rent Score (maximum 30)}$$

Normally, the tender with the highest combined score will be recommended for acceptance provided that the Government is satisfied that the recommended Tenderer is fully (including technically, commercially and financially) capable of undertaking the Tenancy Agreement, and that the recommended tender is the most advantageous to the Government in accordance with the tender provisions. The Government does not bind itself to accept the tender with the highest combined score or any tender submitted.

Section 2 Stage 2 – Technical Assessment

A tender, which has satisfied the requirements of Stage 1 assessment, will be further assessed based on the assessment criteria (including the sub-criteria) outlined below. Marks will be given based on the information provided in Schedules A, B1, B2, C, D1, D2, E1, E2 and E3 to the Tender Application Form.

	Assessment Criteria	Maximum Mark	Remarks
A	<p>BUSINESS PROPOSAL</p> <p>The Tenderer shall submit a business proposal (including but not limited to a written description, illustrations and plans) covering (1) business plan, (2) marketing plan and promotion strategy; and (3) business implementation strategy for managing and operating the proposed uses, Events/Activities at the Site to be implemented during the Tenancy Period . This proposal will be considered a <u>Binding Proposal</u> if the Tenderer is awarded the Tenancy Agreement.</p> <p>The proposal will be assessed based on the merits of fulfilling the vision of enhancing vibrancy and vitality of the Site, attracting visitors and tourists to the area, creating synergy with the surrounding development/environment and bringing other value-added benefits to the community and society.</p> <p>Note: Additional marks may be obtained by including Innovative and/or ESG Proposals for the Binding Proposals submitted in Schedule A to the Tender Application Form and highlighting them in Schedule(s) D1 and/or D2 to the Tender Application Form.</p>	<p>30</p> <p>(Passing mark for Assessment Criterion A is 7.5)</p>	<p>See <u>Notes 1 and 8</u></p> <p>See <u>Assessment Criterion D and Notes 9 and 10</u></p>

	Assessment Criteria	Maximum Mark	Remarks
B	<p>EVENT/ACTIVITY PLAN</p> <p>The assessment under sub-criteria Criteria B1 and B2 below will be based on the number of relevant items provided by the Tenderer in Schedule B to the Tender Application Form. This proposal will be considered a <u>Binding Proposal</u> if the Tenderer is awarded the Tenancy Agreement.</p>	10	
B1	<p><i>Number of Free Events/Activities</i></p> <p>Number of proposed Free Events/Activities to be organised at the Site attracting not less than one hundred (100) participants for each Event/Activity for each year during the Tenancy Period commencing from the thirteenth (13th) month of the Tenancy Period.</p>	5	See <u>Note 2</u>
B2	<p><i>Categories of Events/Activities</i></p> <p>Number of Categories of proposed Events/Activities to be organised at the Site for each year during the Tenancy Period commencing from the thirteenth (13th) month of the Tenancy Period.</p>	5	See <u>Note 3</u>

	Assessment Criteria	Maximum Mark	Remarks
D	<p>INNOVATIVE PROPOSALS AND ESG PROPOSALS</p> <p>The assessment under sub-criteria D1 and D2 below will be based on the number of practicable innovative proposals and ESG proposals outlined in Schedules D1 and D2 to the Tender Application Form, respectively, for the Binding Proposals submitted in Schedules A and C to the Tender Application Form. All innovative proposals and/or ESG proposals must be technically feasible, effective, relevant and logical to be considered “practicable”. The Government reserves the right to make the final determination on whether an innovative proposals and/or ESG proposals is considered “practicable”.</p> <p>Note: Regardless of whether the innovative proposals and/or ESG proposals have been included in other parts of the Tender Application Form, the Tenderer shall still complete Schedule(s) D1 and/or D2 to the Tender Application Form accordingly. The Tenderer will <u>NOT</u> receive any marks for Schedule(s) D1 and/or D2 to the Tender Application Form if the innovative proposals and/or ESG proposals are not specified in Schedule(s) D1 and/or D2 to the Tender Application Form.</p>	17	
D1	<p><i>Innovative Proposals</i></p> <p>Marks will be given for innovative proposals that are directly relevant to enhancing the visitor’s experience at the Site, promoting vibrancy and drawing people to Kai Tak Station Square. These proposals should also be effective and practicable in achieving place-making and/or enhancing management, operation and maintenance of the Site and its facilities.</p> <p>Marks allocation: Innovative proposals for the Binding Proposals submitted in Schedules A and C to the Tender Application form.</p>	12.75	See <u>Note 9</u>

	Assessment Criteria	Maximum Mark	Remarks
D2	<p><i>ESG Proposals</i></p> <p>Marks will be awarded for ESG proposals that enhance environmental protection, sustainability or governance or social responsibility. These proposals may, but are not required to be, directly relevant to the management, operations and maintenance of the Site to be carried out by the Tenderer, but they should bring about positive values/benefits to the Government or the public at large.</p> <p>Marks allocation: ESG proposals for the Binding Proposals submitted in Schedules A and C to the Tender Application Form.</p>	4.25	See <u>Note 10</u>

	Assessment Criteria	Maximum Mark	Remarks
E	EXPERIENCE AND QUALIFICATION The assessment under sub-criteria E1, E2 and E3 below will be based on information provided by the Tenderer in Schedules E1, E2 and E3 to the Tender Application Form, along with the documentary evidence submitted to support the application.	15	
E1	The Tenderer shall possess Relevant Site Development Experience in the six (6) years immediately preceding the Tender Closing Date.	5	See <u>Note 5</u>
E2	The Tenderer shall possess Relevant Space Management Experience in the six (6) years immediately preceding the Tender Closing Date.	5	See <u>Note 6</u>
E3	The Tenderer shall possess Relevant Event/Activity Management Experience in the six (6) years immediately preceding the Tender Closing Date.	5	See <u>Note 7</u>

Explanatory Notes for Stage 2 – Technical Assessment

Note 1

- (a) A Tenderer shall provide in Schedule A to the Tender Application Form a business proposal covering (1) business plan; (2) marketing plan and promotion strategy; and (3) business implementation strategy for managing and operating the proposed uses, Events/Activities at the Site. The proposal shall include the items listed under (I), (II) and (III) below:-
- (I) Business plan
- (i) Vision and place making strategy
 - (ii) Variety of creative uses, events and activities to be carried out at the Site
- (II) Marketing plan and promotion strategy
- (i) Promotion plan and strategy to publicise the Site and its facilities
 - (ii) Measures and channels for attracting public and visitors
 - (iii) Work plan and arrangements to invite media for onsite publicity
- (III) Business implementation strategy
- (i) Measures in site management, operation and maintenance
 - (ii) Measures and means to recruit a sufficient number of exhibitors/performers/contestants/participants or other relevant parties as appropriate
 - (iii) Crowd management and contingency plans for emergency evacuation
 - (iv) Practical mechanism for handling complaints and enquiries
 - (v) Organisation plan which sets out the key staff and management structure
- (b) The proposal will be assessed based on the merits of fulfilling the vision of enhancing vibrancy and vitality of the Site. Marks will be allocated to the proposal with adaptable business model with clear value proposition leading to profitability and sustainability, diversified creative uses and events/activities for target market, effective place-making strategy for enhancing the vibrancy and vitality of the Site, attracting visitors and tourists to the area, creating synergy with the surrounding development/environment and bringing other value-added benefits to the community and society (including but not limited to promoting and contributing to youth development, sports and recreational development, cultural and creative industry development and a pet-inclusive community).
- (c) The proposal will be assessed in accordance with the five-grade approach as described in **Note 8**.
- (d) The passing mark of Assessment Criterion A is seven point five (7.5) marks. A tender scoring a mark under Assessment Criterion A which is lower than the passing mark will not be considered further.

Note 2	
<p>(a) Assessment will be based on the number of proposed Free Events/Activities to be organised in the Site for each year during the Tenancy Period commencing from the thirteenth (13th) month of the Tenancy Period as provided in Schedule B1 to the Tender Application Form by the Tenderer. Marks shall only be awarded for those Free Events/Activities attracting not less than one hundred (100) participants for each Free Event/Activity.</p> <p>(b) Marks shall be awarded as follows. The passing mark of Assessment Criterion B1 is one point two five (1.25) marks. A tender scoring a mark under Assessment Criterion B1 which is lower than the passing mark will not be considered further.</p>	
Marking Guideline	
5 marks	Over 7 Free Events/Activities per year
3.75 marks	Between 6 and 7 Free Events/Activities per year
2.5 marks	Between 4 and 5 Free Events/Activities per year
1.25 marks	Between 2 and 3 Free Events/Activities per year
0 mark	Between 0 and 1 Free Event/Activity per year

Note 3	
<p>(a) Assessment will be based on the number of Categories of proposed Events/Activities to be organised at the Site for each year during the Tenancy Period commencing from the thirteenth (13th) month of the Tenancy Period, as outlined in Schedule B2 to the Tender Application Form.</p> <p>(b) Marks shall be awarded as follows. The passing mark of Assessment Criterion B2 is one point two five (1.25) marks. A tender scoring a mark under Assessment Criterion B2 which is lower than the passing mark will not be considered further.</p>	
Marking Guideline	
5 marks	Five (5) Categories per year
3.75 marks	Four (4) Categories per year
2.5 marks	Three (3) Categories per year
1.25 marks	Two (2) Categories per year
0 mark	Less than two (2) Categories per year

Note 4

(a) A Tenderer shall provide in Schedule C to the Tender Application Form a site development proposal covering (1) site layout and design proposal; and (2) implementation plan and strategy for the development at the Site. The proposal shall include the items listed under (I) and (II) below:-

(I) Site layout and design proposal

- (i) Contextual layout for the Site with broad development parameters
- (ii) Provision and disposition of proposed buildings, structures and/or installations at the Site with particular emphasis on addressing the existing site conditions and constraints
- (iii) Aesthetic design concept of proposed buildings, structures and/or installations at the Site
- (iv) Lighting design of the Site
- (v) Hard and soft landscaping beautification of the Site
- (vi) Arrangement for pedestrian circulation within the Site and enhancing the connectivity between eastern and southern sides of the Kai Tak Station Square

(II) Implementation plan and strategy

- (i) Works programme for the implementation of the proposal, including site formation works, utilities connection, hard and soft landscaping and beautification works and construction works, etc. with particular emphasis on addressing the existing site conditions and constraints
- (ii) Schedule and procedure for applying and obtaining all necessary licences and any other statutory approvals, engaging required service providers, consultants and/or contractors for ensuring compliance with the relevant and prevailing ordinance, regulations, statutory requirements, guidelines and standards as well as smooth and timely implementation of the proposals
- (iii) Construction method to demonstrate the buildability and practicability of the proposed buildings/structures with particular emphasis on addressing the existing site condition and constraints
- (iv) Mitigation measures and arrangement to minimise the impact to the public and visitors of Kai Tak Station Square and the residents of the neighbouring developments during the construction and operation phases
- (v) Quality assurance measures to ensure the systematic processes and procedures to be implemented for all construction activities would meet the specified standards and regulations, thereby preventing defects and enhancing the overall quality of the development by establishing clear guidelines, documentations, inspection, testing and approval plan and compliance checks, etc. throughout the development lifecycle
- (vi) Maintenance measures and arrangement for ensuring effective maintenance and upkeep of the buildings, structures, installations, hard and soft landscaping of the Site throughout the Tenancy Period

(b) The site layout and design proposal will be assessed based on merits of aesthetic of the proposed buildings and/or installations as well as hard and soft landscaping at the Site for creating attraction. Marks will be allocated for proposal demonstrating compatibility with the surrounding environment and addressing the site conditions and constraints, creating icon landmark(s) with unique design concept and special aura, providing effective lighting design that balances natural light during both the day and the night as well as visually appealing and

functional hard and soft landscaping beautification. Marks will also be allocated for proposal enhancing connectivity between the south-eastern side and north-western side of Kai Tak Station Square and promoting pet inclusivity.

- (c) The implementation plan and strategy will be assessed based on technical merits of buildability, constructability and maintainability of the proposed buildings/structures. Marks will be allocated for proposal demonstrating thorough understanding of the site condition and constraints such as the vehicular ingress and egress arrangement to the Site, requisite requirements for development above MTR Kai Tak Station during both the site construction and operation phases, etc.
- (d) The proposal will be assessed in accordance with the five-grade approach as described in **Note 8**.
- (e) The passing mark of Assessment Criterion C is seven (7) marks. A tender scoring a mark under Assessment Criterion C which is lower than the passing mark will not be considered further.

Note 5

- (a) The following rules will be adopted in determining the validity of Relevant Site Development Experience gained by a Tenderer –
 - (i) Information regarding the experience of the Tenderer in managing and/or carrying out site formation works and building works for erection of building(s)/structure(s) with a total gross floor area of not less than 2,000 sq.m. on a site with a site area of not less than 2,000 sq.m. in or outside Hong Kong in the six (6) years immediately preceding the Tender Closing Date should be provided in Schedule E1 to the Tender Application Form.
 - (ii) If the area of a site in or outside Hong Kong provided in Schedule E1 to the Tender Application Form is less than 2,000 sq.m. or if the gross floor area of any buildings or structures erected thereon is less than 2,000 sq.m, the experience in relation to such site will NOT be counted under Assessment Criterion E1;
 - (iii) The years of experience will be counted in terms of number of calendar days. In calculating the “aggregate years of experience”, the total number of days of experience claimed by a Tenderer will be divided by three hundred and sixty-five (365), being the number of days in a year. This calculation will be rounded to two decimal places: figures equal to or greater than zero point zero zero five (0.005) will be rounded up to zero point zero one (0.01), while figures below zero point zero zero five (0.005) will be rounded down to zero. For example, “three (3) aggregate years of experience” will represent a total of one thousand and ninety-five (1,095) days of experience (i.e. 365 days x 3)
 - (iv) Without prejudice to paragraph (a)(vii) below, if the Tenderer is a company, its experience shall be calculated as the weighted average of each participant or shareholder based on their respective percentages of participation or shareholding and period of relevant experience. For example, if the Tenderer comprises participant A and participant B, where participant A has seventy-two (72) days of relevant experience and participant B has forty-eight (48) days of relevant experience, and their percentages of participation are sixty percent (60%) and forty

- percent (40%) respectively, the Tenderer will be considered to have $(72 \times 0.6) + (48 \times 0.45) = 62.4$ days of experience (rounded to the nearest 2 decimal place).
- (v) Without prejudice to paragraph (a)(vii) below, if the Tenderer (for an individual) or any participant or shareholder of the Tenderer (for a company) has gained experience through other joint venture(s) (incorporated or unincorporated) in the six (6) years immediately preceding the Tender Closing Date such experience will be counted using the same approach as outlined in paragraph (a)(iv) above;
 - (vi) Experience gained by the Tenderer (for a company) and all participants or shareholders of the Tenderer (for a company) in respect of the same contract will not be double-counted. For example, if both company X and company Y are participants or shareholders of the Tenderer and they performed the same contract (to which the Tenderer is a party) for twenty (20) days, the Tenderer will be considered to have gained a total of twenty (20) days of experience in respect of that contract, regardless of the respective percentages of shareholding or participation of company X and company Y;
 - (vii) Where a Tenderer has gained experience in respect of different contracts with overlapping period(s), such overlapping period(s) (i.e. from the first day to the last day of the overlapping period, both days inclusive) will not be double-counted. This rule also applies to the experience of each participant or shareholder of a Tenderer (for a company); and
 - (viii) The Tender Closing Date shall be taken as the cut-off date for counting the number of calendar days of Relevant Site Development Experience.
- (b) The Tenderer shall submit documentary evidence satisfactory to the Government to substantiate the experience claimed by the Tenderer. Any experience not supported by documentary evidence will not be considered.
 - (c) In the event of a dispute, the Government reserves the right to make the final determination on what constitute Relevant Site Development Experience and the method of its calculation.
 - (d) The experience of the Tenderer would be scored according to the following table:

Marks	Aggregate years of Relevant Site Development Experience
5	Five (5) or more years
4	Four (4) to less than five (5) years of experience
3	Three (3) to less than four (4) years of experience
2	Two (2) to less than three (3) years of experience
1	One (1) to less than two (2) years of experience
0	Zero (0) to less than one (1) year of experience

Note 6

- (a) The following rules will be adopted in determining the validity of Relevant Space Management Experience gained by a Tenderer –
- (i) Information regarding the experience of the Tenderer in managing and maintaining commercial space and/or properties with gross floor area of not less than 2,000 sq.m. in or outside Hong Kong for a continuous period of not less than twenty-four (24) months in the six (6) years immediately preceding the Tender Closing Date shall be provided in Schedule E2 to the Tender Application Form.
 - (ii) If the gross floor area of any commercial space/property provided in Schedule E2 to the Tender Application Form is less than 2,000 sq.m. or if any commercial space/property provided in Schedule E2 to the Tender Application Form is managed, operated and/or maintained by the Tenderer for a continuous period of less than twenty-four (24) months, the experience in relation to such commercial space/property will NOT be counted under Assessment Criterion E2;
 - (iii) Without prejudice to paragraph (a)(iv) below, if the Tenderer is a company, its experience shall be calculated as the weighted average of each participant or shareholder based on their respective percentages of participation or shareholding and periods of relevant experience. For example, if the Tenderer comprises participant A and participant B, where participant A has relevant experience in respect of five (5) commercial space and/or properties and participant B has relevant experience in respect of three (3) commercial space and/or properties, and their participation percentages are sixty percent (60%) and forty percent (40%) respectively, the Tenderer will be considered to have relevant experience in respect of $(5 \times 0.6) + (3 \times 0.4) = 4.20$ space and/or properties (rounded to the nearest two (2) decimal place).
 - (iv) Without prejudice to paragraph (a)(v) below, if the Tenderer (for an individual), or any participant or shareholder of the Tenderer (for a company), has gained experience through other joint venture(s) (incorporated or unincorporated) in the six (6) years immediately preceding the Tender Closing Date, such experience will be counted by using the same approach as in paragraph (a)(iii) above;
 - (v) Experience gained by the Tenderer (for a company) and all participants or shareholders of the Tenderer (for a company) in respect of the same commercial space and/or property will not be double-counted. For example, if both company X and company Y are participants or shareholders of the Tenderer and they performed the same contract (to which the Tenderer is a party) for one (1) space/property, the Tenderer will be considered to have gained experience in respect of a total of one (1) commercial space/property in respect of that contract, regardless of the respective percentages of shareholding or participation of company X and company Y; and
 - (vi) The Tender Closing Date shall be regarded as the cut-off date for the purpose of calculating the experience.
- (b) The Tenderer shall submit documentary evidence to substantiate the experience claimed by the Tenderer. Any experience not supported with documentary evidence will not be considered.
- (c) In the event of a dispute, the Government reserves the right make the final determination on what constitutes Relevant Space Management Experience and the method of its calculation.
- (d) The experience of the Tenderer would be scored according to the following table:

Marks	Number of commercial space and/or properties managed, operated and/or maintained by the Tenderer
5	Over 10
4	Between 9 to 10
3	Between 7 to 8
2	Between 5 to 6
1	Between 3 to 4
0	Between 0 to 2

Note 7

(a) The following rules will be adopted in determining the validity of Relevant Event/Activity Management Experience gained by a Tenderer –

- (i) Information regarding the experience of the Tenderer in planning, organising and/or managing Events/Activities with at least one hundred (100) participants for each Event/Activity in the six (6) years immediately preceding the Tender Closing Date should be provided in Schedule E3 to the Tender Application Form;
- (ii) If any event/activity provided in Schedule E3 to the Tender Application Form does not meet the definition of Event/Activity or has fewer than one hundred (100) participants, that event/activity **will NOT** be counted under Assessment Criterion E3;
- (iii) Without prejudice to paragraph (a)(v) below, if the Tenderer is a company, its experience shall be calculated as the weighted average of each participant or shareholder of the Tenderer based on their respective percentages of participation or shareholding and periods of relevant experience. For example, if the Tenderer comprises participant A and participant B, where participant A has relevant experience of thirty-two (32) Events/Activities and participant B has relevant experience of twenty-eight (28) Events/Activities, and their participation percentages are sixty percent (60%) and forty percent (40%) respectively, the Tenderer will be considered as having experience in respect of $(32 \times 0.6) + (28 \times 0.4) = 30.4$ Events/Activities (rounded to the nearest two (2) decimal places);
- (iv) Without prejudice to paragraph (a)(v) below, if the Tenderer (for an individual) or any participant or shareholder of the Tenderer (for a company) has gained experience through other joint venture(s) (incorporated or unincorporated) in the six (6) years immediately preceding the Tender Closing Date, such experience will be counted by using the same approach as in paragraph (a)(iii) above;
- (v) Experience gained by the Tenderer (for a company) and all participants or shareholders of the Tenderer (for a company) in respect of the same contract will not be double-counted. For example, if both company X and company Y are participants or shareholders of the Tenderer and they performed the same contract (to which the Tenderer is a party) for one (1) Event/Activity, the Tenderer will be considered to have gained experience in respect of a total of one (1) Event/Activity in respect of that contract, regardless of the respective percentages of shareholding or participation of company X and company Y; and
- (vi) The Tender Closing Date shall be regarded as the cut-off date for the purpose of calculating the experience.

- (b) The Tenderer shall submit documentary evidence satisfactory to the Government to substantiate the experience claimed by the Tenderer. Any experience which is not supported with documentary evidence will not be considered.
- (c) In the event of a dispute, the Government reserves the right to make the final determination on what constitute Relevant Event/Activity Management Experience and the method of its calculation.
- (d) The experience of the Tenderer would be scored according to the following table:

Marks	Number of Events/Activities planned, organised and/or managed by the Tenderer
5	Over 50 Events/Activities
4	Between 40 to 49 Events/Activities
3	Between 30 to 39 Events/Activities
2	Between 20 to 39 Events/Activities
1	Between 10 to 19 Events/Activities
0	Between 0 to 9 Events/Activities

Note 8	
(a) Proposals under Schedules A and C to the Tender Application Form will be assessed using the five-grade approach as outlined below to determine the marks to be awarded -	
Grade	Percentage of maximum mark being allocated to the respective Assessment Criterion (%)
Very Good	100
Good	75
Satisfactory	50
Fair	25
Poor	0
<p>(b) The guidelines for assessment of grade for proposals under Schedules A and C to the Tender Application Form are as follows -</p> <p>“Very Good” grade will be awarded if the proposal:</p> <ul style="list-style-type: none"> - provides exceptionally clear, logical, and detailed information on all listed items; and - is highly effective and practicable. <p>“Good” grade will be awarded if the proposal:</p> <ul style="list-style-type: none"> - provides clear, logical, and detailed information on all listed items; and - is effective and practicable. <p>“Satisfactory” grade will be awarded if the proposal:</p> <ul style="list-style-type: none"> - provides clear, logical, and detailed information on half or more than half of the listed items and brief information on the remaining items; and - is generally effective and practicable. <p>“Fair” grade will be awarded if the proposal:</p> <ul style="list-style-type: none"> - provides (i) clear, logical, and detailed information on less than half of the listed items and brief information on the remaining items; or (ii) brief information on all listed items; and - is practicable. <p>“Poor” grade will be awarded if the proposal:</p> <ul style="list-style-type: none"> - fails to provide information on any one of the listed items; and/or - is impracticable. <p>(c) For the purposes of the above guidelines,</p> <ol style="list-style-type: none"> “listed items” refer to the items specified in Note 1(a) (for Schedule A to the Tender Application Form) or Note 4(a) (for Schedule C to the Tender Application Form); “half” of the listed items, is calculated as “total number of listed items” divided by two (2), plus zero point five (0.5); and the Government reserves the right to make the final determination on whether a proposal is “effective” and/or “practicable”. 	

Note 9

- (a) Innovative proposals are technological means / arrangements / work process / solutions / equipment that can help enhance the efficiency, effectiveness and productivity of management, operation and maintenance of the Site. The emphasis is on output-based service delivery, where contributions should be visible and, preferably, quantifiable and measurable. Innovative proposals should be directly relevant to the management, operation and maintenance of the Site by the Tenderer and should enhance the Binding Proposal submitted in the Tender Application Form.
- (b) Innovative proposals may not necessarily be technology-related. They can include the application of innovative technology, the innovative use of existing technology, or any creative solutions/provisions that are technically feasible, effective, logical, and directly relevant to enhancing the visitors' experience in the Site and promoting vibrancy and drawing people to Kai Tak Station Square. These proposals should also be relevant, effective and practicable in enhancing the place-making and/or improving management, operation and maintenance of the Site and/or delivery of the services. Examples of innovative proposals include: -
- Application of innovative uses at the Site for enhancing the vibrancy and vitality of Kai Tak Station Square and attracting more public and visitors
 - Application of innovative design of buildings and/or structures and/or setting out of Instagrammable or interactive installations for creating attraction and drawing more people to Kai Tak Station Square;
 - Application of new technology or innovative construction method to shorten the construction time and/or to improve sustainability of the proposed buildings / structures to be built at the Site;
 - Application of new technology or innovative solution/idea to the Free Events/Activities to be held at the Site to enhance the visitors' experience (e.g. (1) adoption of new technologies with performances to create unique visitors' experience; (2) making use of innovative measures/marketing strategies to draw more people to the Site); and
 - Application of new technology (e.g. artificial intelligence) in the future operation of the Site for enhancing visitors' experience and operational efficiency.
- Note: The above are examples only, and are not meant to be exhaustive.
- (c) Tenderers should highlight their proposed innovative proposals and explain clearly the objectives, market relevance and expected benefits/positive values that these proposals can bring about in their submissions. This will facilitate tender evaluation on how their proposed innovative proposals fulfil the requirements set out in paragraph (b) above.
- (d) To ensure the innovative proposals for proposals submitted in Schedules A, B, and C to the Tender Application Form will be assessed in Schedule D1 to the Tender Application Form, the Tenderer should highlight all the innovative proposals by setting them out in Schedule D1 to the Tender Application Form. Otherwise, the Tenderer will not be awarded any marks in Schedule D1 to the Tender Application Form even if the innovative proposals are included in Schedules A, B, and C to the Tender Application Form.

- (e) Standard scores will be awarded in accordance with the following rule:
- (i) 12.75 Marks Five (5) or more practicable innovative proposals are submitted
 - (ii) 10.2 Marks Four (4) practicable innovative proposals are submitted
 - (iii) 7.65 Marks Three (3) practicable innovative proposals are submitted
 - (iv) 5.1 Marks Two (2) practicable innovative proposals are submitted
 - (v) 2.55 Marks One (1) practicable innovative proposal is submitted
 - (vi) 0 Mark No practicable innovative proposal is submitted
- (f) Here is an example of the calculation of marks: say, a Tenderer submitted a total of five (5) innovative proposals in Schedule D1 to the Tender Application Form which:
- (i) Three (3) innovative proposals were set out in Schedule D1 to the Tender Application Form with supporting documentary evidence and were found to be practicable, and;
 - (ii) Two (2) innovative proposals were found not to be practicable
- Total marks obtained in Schedule D1 to the Tender Application Form = 7.65 (only three (3) practicable innovation proposals received marks)
- (g) Marks will not be given to any innovative proposals which a Tenderer is neither capable of nor responsible for implementation.
- (h) A suggestion that had been awarded marks for innovative proposals will not receive marks again under ESG proposals, and vice versa. If a Tenderer specifies a suggestion under both innovation proposals and ESG proposals and the tender assessment panel determines that the same suggestion could be awarded marks in both categories, marks will only be awarded for innovative proposals. Each proposal will be counted once, regardless of the number of improvements/positive values/benefits involved.
- (i) Tenderers may be requested to provide supporting documents or a demonstration to prove the practicability of their innovative proposals. All proposed innovative proposals will be assessed based on the information provided in the tender submissions and factual supporting documents (e.g. test reports/certificates) provided by the Tenderers upon the Government's request. The demonstration will not be considered in the scoring as it serves only to assist members of the tender assessment panel to better understand the innovative proposals proposed by the Tenderers. During the demonstration, Tenderers are not permitted to provide additional information that is not included in their original tender submissions. Such additional information, if provided, will not be assessed by the Government and will not be counted towards the Tenderer's overall marks.
- (j) All practicable innovative proposals accepted by the Government shall form part of the Binding Proposal.

Note 10

- (a) The ESG proposals may, but are not required to, be directly relevant to the management, operation and maintenance of the Site by the Tenderer. However, they should improve environmental protection, sustainability or governance or social responsibility and bring about positive values/benefits to the Government or the public at large.
- (b) ESG proposals shall contribute to all, some, or any one of the following positive values/benefits –
- Environmental protection (e.g. use of green materials/products, reduction in energy consumption and promote waste reduction, etc.);
 - Social responsibility (e.g. employment of people with disabilities and rehabilitated persons for the contract, etc.); and/or
 - Governance.

Note: The above are examples only, and are not meant to be exhaustive.

- (c) Tenderers should highlight their proposed ESG proposals and clearly explain the objectives, market relevance and expected benefits/positive values these suggestions can provide in their submissions. This will facilitate tender evaluation and demonstrate how their proposed ESG proposals fulfil the requirements outlined in para. (b) above.
- (d) To ensure that the ESG proposals for proposals submitted in Schedules A, B and C to the Tender Application Form are assessed in Schedule D2 to the Tender Application Form, the Tenderer should highlight all ESG proposal by clearly listing them in Schedule D2 to the Tender Application Form. If the Tenderer fails to do so, they will not be awarded any marks for Schedule D2 to the Tender Application Form, even if ESG proposals are included in Schedules A, B and C to the Tender Application Form.
- (e) Standard scores will be awarded in accordance with the following rule:
- | | | |
|-------|------------|--|
| (i) | 4.25 Marks | The proposed plan includes more than one (1) practicable ESG proposals contributing to any of the positive values/benefits as listed in paragraph (b) of this Note above |
| (ii) | 2.13 Marks | The proposed plan includes one (1) practicable ESG proposals contributing to any of the positive values/benefits as listed in paragraph (b) of this Note above |
| (iii) | 0 Mark | The proposed plan does not include any practicable ESG proposal contributing to any of the positive values/benefits as listed in paragraph (b) of this Note above |
- (f) Marks will not be awarded for any ESG proposals that a Tenderer is neither capable of nor responsible for implementing.
- (g) A proposal that had been awarded marks under ESG proposals will not receive marks again under innovation proposals, and vice versa. If a Tenderer offers a proposal under both innovative proposal and ESG proposals, and the tender assessment panel determines that the same proposal could be awarded marks in both categories, marks will only be awarded for innovation proposals. Each proposal will be counted once, regardless of the number of

improvements/positive values/benefits involved.

- (h) Tenderers may be requested to provide supporting documents or a demonstration to prove the practicability of their ESG proposals. All proposed ESG proposals will be assessed based on the information provided in the tender submissions and any factual supporting documents (e.g. test reports/certificates) provided by the Tenderers upon the Government's request. The demonstration will not be considered in the scoring; it serves only to assist members of the Tender assessment panel to better understand the ESG proposals proposed by the Tenderers. During the demonstration, Tenderers are not permitted to provide additional information that is not included in their original tender submissions. Such additional information, if provided, will not be assessed by the Government and will not be counted towards the Tenderer's overall marks.
- (i) All practicable ESG proposals accepted by the Government shall form part of the Binding Proposal.

- End -

AN AGREEMENT made this day of 20 between the Chief Executive on behalf of the Government of the Hong Kong Special Administrative Region (hereinafter referred to as “the Landlord”) of the one part and

(hereinafter referred to as “the Tenant”) of the other part WHEREBY IT IS AGREED AS FOLLOWS :

1. THE LANDLORD LETS AND THE TENANT TAKES from the day of 20 ALL THAT piece or parcel of ground short particulars of which are set out in the First Schedule hereto and for the purpose of identification only shown coloured pink and pink stippled black on the plan annexed hereto SAVE AND EXCEPT the Reserved Area (as defined in Special Condition No. 16(a)(i) in the Second Schedule hereto) (which land is hereinafter referred to as “the Premises”) for the term, at the rent and for the purpose(s) specified in the First Schedule hereto.
2. THE TENANT HEREBY AGREES WITH THE LANDLORD as follows:
 - (a) To pay the rent on the days and in the manner specified in the First Schedule hereto;
 - (b) Not to use or permit or suffer the use of the Premises or any part thereof for any purpose other than such purposes as are specified in the First Schedule hereto;
 - (c) Except as provided in Special Condition Nos. 3 and 36(a)(ii) in the Second Schedule hereto, not to erect or allow to remain on the Premises any building or structure without the consent in writing of the Standing Committee (as defined in Special Condition No. 33 in the Second Schedule hereto) first had and obtained;
 - (d) Not to alter or demolish any building or structure erected on the Premises without the prior consent in writing of the Standing Committee (as defined in Special Condition No. 33 in the Second Schedule hereto);
 - (e) To make such arrangements for the supply of electricity, gas and mains water to the Premises as the Tenant shall require and to pay all charges in connection therewith including the cost of installation and maintenance thereof and, on termination of this Agreement, the cost of dismantling all pipes, wires, cables, meters, switches and any other apparatus ancillary thereto;

- (f) To maintain and keep to the satisfaction of the Standing Committee (as defined in Special Condition No. 33 in the Second Schedule hereto) the Premises including retaining and boundary walls and fences (if any) belonging thereto in good and tenantable repair and condition and (subject to Clause 2(h) hereof) so to hand over the same on termination of this Agreement, and be responsible for the routine maintenance of the slope or slopes (if any, except any slope or slopes which the Tenant is obliged to maintain pursuant to Special Condition No. 14 in the Second Schedule hereto) within the Premises in accordance with the Geoguide 5 : Guide to Slope Maintenance published by the Geotechnical Engineering Office of the Civil Engineering and Development Department (hereinafter referred to as "CEDD") (a copy of which can be viewed or downloaded from CEDD's website: <http://www.cedd.gov.hk/>), and in particular, Chapter 3 thereof, including but not limited to:-
- (i) clearance of accumulated debris from drainage channels and slope surface;
 - (ii) repair of cracked or damaged drainage channels or pavement;
 - (iii) repair or replacement of cracked or damaged slope surface cover;
 - (iv) unblocking weepholes and outlet drain pipes;
 - (v) repair of missing or deteriorated pointing in masonry walls;
 - (vi) removal of any vegetation that has caused severe cracking of slope surface cover and drainage channels;
 - (vii) re-grassing bare soil slope surface areas;
 - (viii) removal of loose rock debris and undesirable vegetation from rock slopes or around boulders;
 - (ix) investigation and repair of buried water-carrying services where signs of possible leakage are observed;
 - (x) repair of leaky exposed water-carrying services;
 - (xi) repair or replacement of rusted steel slope furniture; and
 - (xii) maintenance of landscape items on slopes;
- (g) Except as provided in Special Condition No. 31 in the Second Schedule hereto, not to assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of the Premises or any part thereof or any interest therein or enter into any agreement so to do;
- (h) To yield up the Premises with vacant possession to the Landlord at the expiration of the term or sooner termination of this Agreement in good clean and tenantable repair and condition in accordance with the stipulations contained herein. The Tenant shall, if so required by the Standing Committee (as defined in Special Condition No. 33 in the Second Schedule hereto), at his own cost and expense before the expiry or sooner termination of the tenancy retain, reinstate and remove all structures or fixtures or additions including foundation, paving or other surfacing which is then standing on or forms part of the Premises (irrespective of whether they were erected or installed

by the Tenant), make good and repair in a proper and workmanlike manner any damage to the Premises and thereafter landscape the Premises to the satisfaction of the Standing Committee (as defined in Special Condition No. 33 in the Second Schedule hereto) and without any compensation therefor being paid by the Landlord to the Tenant;

- (i) To maintain at the Tenant's own expense, to the satisfaction of the Standing Committee (as defined in Special Condition No. 33 in the Second Schedule hereto), such drains and channels, whether within the boundaries of the Premises or upon adjacent Government land, as the Standing Committee (as defined in Special Condition No. 33 in the Second Schedule hereto) may consider necessary to intercept and convey into the nearest stream-course, catch pit, channel or storm-water drain all water which may fall or flow on to the Premises and to be solely liable for, and to indemnify and keep indemnified the Landlord and his officers from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to any damage or nuisance caused by such water;
- (j) Not to use water from any Government mains for any purpose without the prior written consent of the Water Authority;
- (k)
 - (i) To permit the Landlord, his servants or agents at all reasonable times to enter upon the Premises to view the state and condition thereof, and in the event of there being any defect or want of repair or maintenance then and there found, to give or leave on the Premises notice in writing to the Tenant, who shall within one calendar month after such notice (or sooner if required) repair and make good the same in accordance with such notice and the Tenant's obligations in that behalf herein contained; and
 - (ii) To permit the Landlord, his servants or agents at all reasonable times with or without notice to enter upon the Premises or any part thereof for the purpose of inspecting the same so as to ascertain that there is no breach of or failure to observe any of the terms and conditions herein contained;
- (l) To indemnify and keep indemnified the Landlord, his officers, contractors and workmen from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with, or incidental to any breach of the terms and conditions of this Agreement or out of, in connection with or incidental to the occupation and use of the Premises by the Tenant including but not limited to:
 - (i) all liabilities arising out of the negligence of any person not a party to this Agreement;

- (ii) all liability on the part of Landlord under the Occupiers Liability Ordinance (Cap. 314), any regulations made thereunder and any amending legislation;
- (iii) all liabilities arising out of anything done or omitted to be done by the Tenant in respect of any safety measures or works which the Tenant is required to undertake and fulfill in compliance with the Special Conditions in the Second Schedule hereto; and
- (iv) any damage or soil and groundwater contamination caused to the Premises or any adjacent or adjoining land where such damage or soil and groundwater contamination has, in the opinion of the Landlord whose opinion shall be final and binding upon the Tenant, arisen out of any use of the Premises, or any development or redevelopment affecting the Premises or part thereof or out of any activities carried out on the Premises or out of any other works carried out thereon by the Tenant whether such use, development or redevelopment, activities or works are in compliance with the terms and conditions of this Agreement or in breach thereof;
- (m) To pay and discharge all existing and future rates, taxes, assessments, duties and outgoings whatsoever which are now or during the term of the tenancy shall be imposed, assessed or charged upon the Premises or the Tenant in respect thereof; and
- (n) To perform and observe the obligations on the Tenant's part contained in the Special Conditions as set out in the Second Schedule hereto.

3. THE LANDLORD HEREBY AGREES WITH THE TENANT as follows:

To permit the Tenant on his duly paying the rent and observing and performing the obligations on his part herein contained to have quiet possession and enjoyment of the Premises without any interruption by the Landlord or anyone lawfully claiming under or in trust for the Landlord until such time as this Agreement is determined.

4. IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO as follows :

- (a) That the Tenant shall within 13 calendar months from the date of the commencement of the tenancy hereby created or such other date as may be approved by the Standing Committee (as defined in Special Condition No. 33 in the Second Schedule hereto) commence and thereafter continue to operate the Premises for the purposes specified in the First Schedule hereto on a scale to the satisfaction of the Standing Committee (as defined in Special Condition No. 33 in the Second Schedule hereto), and conduct the operation in accordance with all Ordinances, any regulations made thereunder and any amending legislation and in all respects to the satisfaction of the Standing

Committee (as defined in Special Condition No. 33 in the Second Schedule hereto);

- (b) That if it is at any time shown to the satisfaction of the Standing Committee (as defined in Special Condition No. 33 in the Second Schedule hereto) that there has been a breach of Clause 4(a) hereof, the Landlord shall be entitled to terminate the tenancy hereby created by giving to the Tenant written notice to such effect to expire at any time (whether within the fixed term specified in the First Schedule hereto or otherwise) without payment of compensation or refund of any rent paid or any part thereof. Upon expiry of such notice and without prejudice to any right of action of the Landlord in respect of any antecedent breach, non-performance or non-observance of other terms and conditions herein contained, the tenancy shall cease and determine and the Tenant shall quit and deliver vacant possession of the Premises in accordance with the terms and conditions of this Agreement;
- (c) That in case the rent reserved or any part thereof shall be in arrears and unpaid for twenty-one days next after the same shall have become due (whether formally demanded or not), or if there is any breach, non-performance or non-observance of any of the terms and conditions to be observed by and on the part of the Tenant herein contained or if the Tenant shall become bankrupt or, being a company, shall enter into liquidation whether compulsory or voluntary (save for the purpose of reconstruction or amalgamation), or shall enter into any composition with his creditors or suffer any distress or execution to be levied upon his goods, then, and in any of the said cases, it shall be lawful for the Landlord at any time thereafter to re-enter upon the Premises or any part thereof in the name of the whole, and thereupon this Agreement shall absolutely determine, but without prejudice to any right of action of the Landlord in respect of any antecedent breach, non-performance or non-observance of the said terms and conditions and in the event of such re-entry the rent already paid or any part thereof shall not be refunded and no compensation whatsoever shall be payable to the Tenant by the Landlord;
- (d) The Tenant shall duly observe the provisions of the Law of the People's Republic of China on Safeguarding National Security in the Hong Kong Special Administrative Region (hereinafter referred to as "Hong Kong"), the Safeguarding National Security Ordinance and other laws of Hong Kong related to safeguarding national security, and shall not directly or indirectly in any way engage in any act or activities which may be reasonably believed as contrary to the interest of national security, the public interest of Hong Kong, public morals, public order or public safety;
- (e) (i) Notwithstanding anything to the contrary in this Agreement, the Landlord may immediately terminate this Agreement upon the occurrence of any of the

following events:

- (I) the Tenant or any of its employees or agents has engaged, is engaging or is reasonably believed to have engaged or be engaging in acts or activities that are likely to constitute or cause the occurrence of an offence endangering national security or which would otherwise be contrary to the interest of national security;
- (II) the continued engagement with the Tenant or the continued performance of this Agreement is, or is reasonably believed to be contrary to the interest of national security; or
- (III) the termination of this Agreement is necessary to protect the public interest of Hong Kong, public morals, public order or public safety;

The terms “national security” and “offence endangering national security” in this Clause 4(e)(i) hereof shall have the same meanings as provided respectively under section 4 and section 7 of the Safeguarding National Security Ordinance; and

- (ii) Upon exercising the right under Clause 4(e)(i) hereof and without prejudice to any right of action of the Landlord in respect of any antecedent breach, non-performance or non-observance of any of the terms and conditions to be performed or observed by and on the part of the Tenant, this Agreement shall cease and determine and the Tenant shall in accordance with the terms and conditions herein contained quit and deliver up vacant possession of the Premises to the Landlord in all respects to the Landlord’s satisfaction and upon the exercise of such right the rent or other payment already paid or any part thereof shall not be refunded and no compensation whatsoever shall be payable by the Landlord to the Tenant;
- (f) That in the event of the rent hereby reserved or any increase of deposit pursuant to Clause 4(l) hereof or any part thereof not being paid on the due date for payment thereof (whether formally demanded or not) the Tenant shall pay interest to the Landlord on such amount of the rent reserved or increase in deposit (as the case may be) as is unpaid on the due date or dates calculated from the day immediately following the due date or dates until payment of all rent or increase in deposit (as the case may be) due and the interest thereon has been paid by the Tenant to the Landlord, such interest to be at a rate which is equivalent to two per cent per annum above the average prevailing Best Lending Rate announced by the current note-issuing banks in Hong Kong, namely, The Hongkong and Shanghai Banking Corporation Limited, Standard Chartered

Bank (Hong Kong) Limited and Bank of China (Hong Kong) Limited;

- (g) That the tenancy hereby created is (without prejudice to the terms and conditions hereof) subject also to the Special Conditions contained in the Second Schedule hereto;
- (h) That subject to Clause 2(c) hereof, any building or structure to be erected by the Tenant on the Premises shall in all respects comply with the Buildings Ordinance (Cap. 123), any regulations made thereunder and any amending legislation (hereinafter referred to as "the Buildings Ordinance");
- (i) That no compensation shall be payable by the Landlord to the Tenant in respect of any loss or damage caused to the Tenant or others by reason of any water flowing on to the Premises or landslip or subsidence on, to, of or from the Premises;
- (j) That the Landlord shall have full power to terminate this Agreement and resume, re-enter upon and retake possession of all or any part of the Premises if the same shall be required for the improvement of Hong Kong or for any other public purpose whatsoever (as to which the decision of the Chief Executive of Hong Kong shall be conclusive) on giving to the Tenant one calendar month's notice in writing to that effect to expire at any time. Upon the expiration of the said notice and without prejudice to the Landlord's rights to enforce any antecedent breaches the tenancy of the land so resumed shall cease and determine and the Tenant shall quit and deliver up possession of the land so resumed and the building(s) or structure(s) thereon. PROVIDED that if such termination occurs during the fixed term of the tenancy, the Tenant shall be paid such compensation for any disturbance so occasioned to him as shall be determined by the Director of Lands at his absolute discretion on condition that the Tenant has observed and performed the obligations herein contained on his part and that the Tenant has complied with the said notice but the Tenant shall not be entitled to any such compensation if the termination occurs during any periodical tenancy as aforesaid;
- (k) That in the event of the tenancy hereby created not being terminated within seven years from its commencement the rent hereby reserved may be increased by the Landlord at his sole discretion on or after the expiry of the fixed term specified in the First Schedule hereto and thereafter on or after the expiry of every third year of the tenancy from the expiry of the fixed term specified in the First Schedule hereto upon the Landlord giving to the Tenant not less than three calendar months' prior notice to that effect. As from the date being the effective date as stipulated in such notice such increase shall take effect whereupon the increased rent shall be deemed to be substituted for the rent previously in force under this Agreement PROVIDED that no such revision shall take effect within three years of the immediately preceding revision and PROVIDED

FURTHER that the parties hereto expressly agree that nothing herein contained shall imply an intention on the part of either party that the tenancy shall not be terminated in accordance with the provisions of this Agreement;

- (l) That in the event of the rent hereby reserved is being increased under Clause 4(k) hereof, the deposit deposited with the Landlord in accordance with the provisions of this Agreement may be increased by the Landlord at his sole discretion upon the Landlord giving to the Tenant not less than three calendar months' prior notice to that effect. As from the date being the effective date as stipulated in such notice such increase shall take effect and in this connection, the Tenant shall pay to the Landlord on or before the said effective date a sum equivalent to the difference between the deposit previously deposited with the Landlord under this Agreement and the deposit as so increased whereupon the deposit as so increased shall be deemed to be substituted for the said deposit previously deposited with the Landlord under this Agreement PROVIDED that the parties hereto expressly agree that nothing herein contained shall imply an intention on the part of either party that the tenancy shall not be terminated in accordance with the provisions of this Agreement;
- (m) That any notice to be served by the Landlord or his officers under the terms and conditions of this Agreement shall be sufficiently served on the Tenant if left addressed to him on the Premises or forwarded to him by post or left at his last known address or in the case of a corporation forwarded to it by post or left at its registered office, and such notice, if sent by post, shall be deemed to be delivered in due course of post at the address to which it is sent;
- (n) That the Tenant shall not do or permit or suffer anything to be done at any time in or upon the Premises or any part thereof which may be or become a nuisance or annoyance or injurious or dangerous to health or which may cause damage or inconvenience to the Government or to the owners or occupiers of any adjoining or neighbouring lot or lots or premises;
- (o) That the Tenant shall at all times throughout the term of the tenancy at his own expense remove from the Premises any derelict vehicle, litter, waste or any matter which may be or become a nuisance or annoyance or injurious or dangerous to health or which may cause damage or inconvenience to the Government or to the owners or occupiers of any adjoining or neighbouring lot or lots or premises and tidy up to the satisfaction of the District Lands Officer the area in which the derelict vehicle, litter, waste or matter is found. In the event of the non-fulfillment by the Tenant of his obligation under this sub-clause, the District Lands Officer and his officers, agents, contractors, workmen or other duly authorized personnel, including but not limited to the Director of Food and Environmental Hygiene and his officers, contractors, his or

their workmen (hereinafter collectively referred to as “the authorized persons”), with or without tools, equipment, plant, machinery or motor vehicles shall, upon reasonable prior notice being given to the Tenant, have the right of ingress, egress and regress to and from and through the Premises free of cost at all reasonable times to remove or otherwise dispose of any derelict vehicle, litter, waste or matter from the Premises and tidy up the area in which the derelict vehicle, litter, waste or matter is found at the cost of the Tenant who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the District Lands Officer whose determination shall be final and binding upon the Tenant. The District Lands Officer and the authorized persons shall have no responsibility or liability in respect of any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Tenant or any other person arising whether directly or indirectly out of, in connection with or incidental to the exercise by him or them of the right of entry conferred under this sub-clause, and no claim shall be made against him or them by the Tenant in respect of any loss, damage, nuisance or disturbance;

- (p) That wherever in this Agreement it is provided that:
 - (i) the Landlord or his duly authorized officers shall or may carry out works of any description on the Premises or any part thereof or outside the Premises (whether on behalf of the Tenant or on the failure of the Tenant to carry out such works or otherwise) at the cost of the Tenant or that the Tenant shall pay or repay to the Landlord or to his duly authorized officers on demand the cost of such works, such cost shall include such supervisory and overhead charges as may be fixed by the Landlord or by his duly authorized officers; or
 - (ii) the prior approval or consent of the Landlord or his duly authorized officers is required, they may give the approval or consent on such terms and conditions as they see fit or refuse it at their absolute discretion;
- (q) That where the context so admits or requires the expression “Tenant” shall mean the party entering into and signing/executing this Agreement and shall include his executors and administrators or in the case of a corporation its successors and words importing the masculine gender shall be deemed to include females and corporations and words in the singular shall be deemed to include the plural and vice versa in each case;
- (r) That this Agreement constitutes the entire agreement of the parties about the subject-matter of this Agreement, and that no statement, representation or promise made by either the Tenant or duly authorized officers of the Landlord has been relied upon by the other party to enter into this Agreement, and that no communications, understandings, representations, promises,

oral or written statements, warranties, arrangements or agreements, conditions made by either the Tenant or duly authorized officers of the Landlord prior to the signing/execution of this Agreement with respect to the subject-matter of this Agreement may in any way be read or incorporated into this Agreement; and

- (s) Notwithstanding any other provisions of this Agreement including any provision which purports to confer a benefit on a person who is not a party to this Agreement, this Agreement is not intended to and does not give any person who is not a party to this Agreement any right to enforce any provisions of this Agreement under the Contracts (Rights of Third Parties) Ordinance (Cap. 623), any regulations made thereunder and any amending legislation, and a person who is not a party to this Agreement shall not have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623), any regulations made thereunder and any amending legislation to enforce any provisions of this Agreement.

FIRST SCHEDULE

PARTICULARS OF THE PREMISES

All that piece of ground situate at the portion of Kai Tak Area 1F Site 3, Kai Tak, Kowloon, Hong Kong comprising an area of 4,810 square metres or thereabouts which is for the purpose of identification only shown coloured pink and pink stippled black on the plan annexed hereto save and except the Reserved Area (as defined in Special Condition No. 16(a)(i) in the Second Schedule hereto).

RENT

*Insert first date of tenancy
and last date of the twelve
month from commencement of tenancy

: (i) The Tenant shall be exempted from paying rent for the period from [the * day of 20] to [the * day of 20];

* Insert first date of
the thirteenth month from
commencement of tenancy
Insert the amount equivalent to six
months of rent from the first date of the
thirteenth month from commencement of
tenancy plus that portion of rent for the
period up to the next quarter day due
under this Agreement

(ii) \$ # for the period from the day of 20 to the day of 20 shall be paid on the * day of 20 ;

* Insert last date of
the fixed term

(iii) \$ per quarter shall be payable in advance on the 1st day of January, the 1st day of April, the 1st day of July and the 1st day of October in each year for the period from the day of 20 up to the * day of 20 ;

(iv) For the period as from the day of 20 , the rent shall be determined in accordance with Clause 4(k) hereof and shall be payable in advance of each quarter on the dates as specified in (iii) above.

TERM AND DATE

OF COMMENCEMENT : Seven years certain commencing on the day of 20 and thereafter quarterly until such time as this tenancy is determined.

PURPOSES FOR WHICH THE PREMISES MAY BE USED :

(a) Shop and services, eating place and place of entertainment. The decision of the Standing Committee (as defined in Special Condition No. 33 in the Second Schedule hereto) as to what constitutes “shop and services, eating place and place of entertainment” shall be final and binding on the Tenant; and

(b) Organizing and managing the Event/Activity (as defined in Part I of the Tender Application Form as submitted in accordance with paragraph 4(b)(ii) of the Tender Notice (which Tender Application Form is hereinafter referred to as “the Tender Application Form”)) (hereinafter referred to as “the Event/Activity”). The decision of the Standing Committee (as defined in Special Condition No. 33 in the Second Schedule hereto) as to what constitutes “an event or activity relating to trade and industry” (as referred to in Part I of the Tender Application Form) shall be final and binding on the Tenant.

SECOND SCHEDULE

Special Conditions referred to in
Clauses 1, 2(c), 2(d), 2(f), 2(g), 2(h), 2(i), 2(l)(iii), 2(n), 4(a), 4(b) and 4(g)
and the First Schedule of this Agreement.

1. (a) The tenancy hereby created may be terminated at the expiry of the seventh year by either party giving to the other at least three calendar months' notice in writing to that effect to expire at the end of the seventh year. In the event that no such notice is given as aforesaid the tenancy may be terminated by either party giving to the other at least three calendar months' notice in writing to that effect to expire at any time.
 - (b) (i) The Tenant shall not use or permit or suffer any part of the Premises to be used for any illegal or immoral purposes and the determination of the District Lands Officer as to what constitutes illegal or immoral purposes shall be final and binding on the Tenant.
 - (ii) Notwithstanding sub-clause (a) of this Special Condition, in the event of any breach, non-performance or non-observance of sub-clause (b)(i) of this Special Condition the Landlord shall be entitled to terminate the tenancy hereby created by giving to the Tenant written notice to that effect to expire at any time (whether within the fixed term specified in the First Schedule hereto or otherwise) without payment of compensation or refund of rent already paid or any part thereof. Upon the expiry of such notice and without prejudice to any right of action of the Landlord in respect of any antecedent breach, non-performance or non-observance of the other terms and conditions herein contained, the tenancy shall cease and determine and the Tenant shall quit and deliver up possession of the Premises to the Landlord in accordance with the terms and conditions of this Agreement.
2. (a) The Tenant declares that there has been no change to the legal and beneficial ownership of its shareholding or business undertaking or the constitution of its partners, board of directors or management as the case may be, since the submission of the tender for a tenancy of the Premises.
 - (b) The Tenant shall not, without the prior written consent of the Landlord,
 - (i) if the Tenant is a corporation, permit any transfer or disposal of the legal or beneficial ownership of its shares or accept for registration any transfer of those shares or permit any change to the constitution of its board of directors; and

- (ii) if the Tenant is an unincorporated body, permit any transfer of the legal or beneficial ownership of its business undertaking or the constitution of its partners, as the case may be.
 - (c) In the event of any transfer, disposal or change without consent as referred to in sub-clause (b) of this Special Condition (as to which the decision of the Landlord shall be final and binding on the Tenant), it shall be lawful for the Landlord at any time thereafter to re-enter upon and take back possession of the Premises or any part thereof in the name of the whole (whether within the fixed term set out in the First Schedule hereto or otherwise), and this Agreement shall absolutely determine, but without prejudice to any right of action of the Landlord in respect of any antecedent breach, non-performance or non-observance of other terms and conditions of this Agreement and in the event of such re-entry, any rent already paid or any part of such rent shall not be refunded and no compensation whatsoever shall be payable to the Tenant by the Landlord.
3. Without prejudice to Clause 2(c) hereof, the Tenant may erect on the Premises building or structure for the purposes specified in the First Schedule hereto where no part of such building or structure together with any addition or fitting (if any) to the building or structure in the aggregate shall exceed a height of 15 metres above the Hong Kong Principal Datum and the total gross floor area of such building or structure shall not exceed 2,405 square metres. The design and location of the building or structure to be erected on the Premises shall be subject to the prior written approval of the Standing Committee (as defined in Special Condition No. 33 hereof). The Tenant expressly agrees and accepts that the Government does not guarantee that the said total gross floor area can be attained and that no claim whatsoever and no refund of rent shall be made or claimed against the Government in the event that the said total gross floor area cannot be attained.
4. The Tenant shall at his own expense, obtain all requisite licences and approvals from relevant Government departments for and in connection with the use and occupation of the Premises for the purposes specified in the First Schedule hereto and maintain the same in force and in all respects comply with the terms and conditions of such licences and approvals.
5. The Tenant shall on the signing/execution of this Agreement deposit with the Landlord the sum of DOLLARS (\$) Hong Kong currency by way of deposit as security for the due payment of the rent for this tenancy, the rates, taxes, assessments, duties and outgoings as aforesaid and the due performance and observance by the Tenant of all and singular the several agreements, conditions, terms and stipulations herein reserved and contained. Subject to Clause 4(l) hereof, the deposit shall remain deposited with the Landlord throughout the term of the tenancy and shall upon the Tenant delivering up vacant possession of the Premises to the Landlord in accordance with the provisions herein

contained and upon the Tenant duly observing and performing the Tenant's obligations hereunder be refunded to the Tenant but without interest. In case of default on the part of the Tenant in payment of the rent for this tenancy or of the rates, taxes, assessments, duties and outgoings hereinbefore stipulated or in performance or observance of any of the agreements, provisions, terms and conditions herein contained the Landlord shall without prejudice to his other rights and remedies herein contained be entitled to retain and deduct from the deposit as and for liquidated damages the amount of loss and damage sustained by reason of such default PROVIDED that nothing herein contained shall be so construed as preventing the Landlord from recovering from the Tenant damages in respect of such default over and above the deposit PROVIDED FURTHER that the payment of the deposit shall not be deemed or considered as a payment of rent in advance and accordingly in any action for recovery of possession for non-payment of rent or the rates, taxes, assessments, duties or outgoings aforesaid the Tenant shall be deemed to be in default if the rent is not paid in accordance with Clause 2(a) hereof and the First Schedule hereto.

6. The Tenant shall not store or allow or suffer to be stored in or upon the Premises or any motor vehicles parked thereon any dangerous goods as defined in section 2 of the Dangerous Goods Ordinance (Cap. 295), any regulations made thereunder and any amending legislation (hereinafter referred to as "the Dangerous Goods Ordinance"), other than those which are exempt from the operation of section 6 of the Dangerous Goods Ordinance, unless and until the Tenant shall have obtained all necessary licences and approvals under the Dangerous Goods Ordinance. The Tenant shall during the term of this tenancy maintain such licences and approvals in force and in all respects comply with the terms and conditions thereof and observe and comply with all requirements under the Dangerous Goods Ordinance in respect of the storage of dangerous goods upon the Premises or any motor vehicles thereon. If there is any breach, non-performance or non-observance of this Special Condition, the Landlord shall be entitled to terminate the tenancy under Special Condition No. 1(b)(ii) hereof.
7.
 - (a) The Tenant shall observe and comply with any requirement which may be imposed by the Director of Fire Services in connection with the occupation and use of the Premises by the Tenant.
 - (b) The Tenant shall at all times permit the Landlord and the Director of Fire Services and any person authorized by any of them to enter the Premises during the term of this tenancy to check observance and compliance with any requirements in connection with fire safety.
 - (c) Without prejudice to sub-clause (a) of this Special Condition, the Tenant shall within one calendar month from the date of this Agreement or such other extended period as may be approved by the District Lands Officer at the Tenant's own expense install fire extinguisher(s) in the Premises in all respects to the satisfaction of the Director of Fire Services and submit the certificate under Regulation 9(1) of the Fire Service (Installations and Equipment) Regulations (Chapter 95B), any amendment thereto, substitution

therefor (hereinafter referred to as “the Certificate”) to the Director of Fire Services. The Tenant shall at the Tenant’s own expense maintain the fire extinguisher(s) in good condition and in all respects to the satisfaction of the Director of Fire Services during the existence of the tenancy.

- (d) Without prejudice to sub-clauses (a) and (c) of this Special Condition, the Tenant shall
 - (i) within three calendar months from the date of this Agreement or such other extended period as may be approved by the District Lands Officer at the Tenant’s own expense, submit a scheme of fire service installations (hereinafter referred to as “the Scheme”) to the Director of Fire Services for his approval. The Director of Fire Services may give his approval on such terms and conditions as he sees fit at his absolute discretion;
 - (ii) within six calendar months from the date the Director of Fire Services approved the Scheme (hereinafter referred to as “the Approved Scheme”) or such other extended period as may be approved by the District Lands Officer at the Tenant’s own expense, complete the installation works required to be done under the Approved Scheme in all respects to the satisfaction of the Director of Fire Services and submit the Certificate to the Director of Fire Services;
 - (iii) not make any alteration to the Approved Scheme without the prior written consent of the Director of Fire Services; and
 - (iv) at the Tenant’s own expense, implement the Approved Scheme in all respects to the satisfaction of the Director of Fire Services during the existence of the tenancy.
- 8. The security of the Premises and any goods stored and any motor vehicles parked or other things placed thereon shall be the sole responsibility of the Tenant.
- 9. (a) The Tenant shall have no right of ingress or egress to or from the Premises for the passage of motor vehicles except between the points U and V through W and the points X and Y through Z shown and marked on the plan annexed hereto or at such other points as may be approved in writing by the Standing Committee (as defined in Special Condition No. 33 hereof) through the adjoining Kai Tak Station Square from Muk On Street. The Tenant shall exercise the right of ingress or egress under this sub-clause in all respects to the satisfaction of the Director of Leisure and Cultural Services and the Director of Civil Engineering and Development.
- (b) The Tenant shall observe and comply with any requirement which

may be imposed by the Director of Leisure and Cultural Services and the Director of Civil Engineering and Development from time to time at their sole discretion in connection with the right of ingress or egress under sub-clause (a) of this Special Condition.

10. The Tenant shall at his own expense provide and maintain adequate lighting for the Premises in all respects to the satisfaction of the Standing Committee (as defined in Special Condition No. 33 hereof).
11. Spaces shall be provided within the Premises to the satisfaction of the Standing Committee (as defined in Special Condition No. 33 hereof) for the loading and unloading of motor vehicles ancillary to the use or uses permitted by the First Schedule hereto.
12. No tree growing on the Premises or adjacent thereto shall be removed or interfered with without the prior written consent of the District Lands Officer who may, in granting consent, impose such conditions as to transplanting, compensatory landscaping or replanting as he may deem appropriate.
13. The Tenant shall not form, surface, level or pave the Premises nor cut away, remove or set back any Government land adjacent to or adjoining the Premises or carry out any building-up, filling-in or any slope treatment works of any kind whatsoever on any Government land except with the prior written consent of the District Lands Officer who may, at his sole discretion, give his consent subject to such terms and conditions as he sees fit, including but not limited to the requirement for the Tenant to design, construct and maintain such drainage system including drains and channels within the Premises and on any adjacent or adjoining Government land in such manner as may be required by the District Lands Officer at his sole discretion and the grant of a tenancy of additional Government land as an extension to the Premises at such rent as he may determine.
14. (a) Where there is or has been any formation, surfacing, levelling, paving, cutting away, removal or setting back of any land, or any building-up or filling-in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the District Lands Officer, either within the Premises or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the Premises or any part thereof or any other works required to be done by the Tenant under this Agreement, or for any other purpose, the Tenant shall at his own expense design, carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary or as may be required by the District Lands Officer at his sole discretion to protect and support such land within the Premises and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Tenant shall at all times during the term of the tenancy hereby granted maintain at his own expense the said land, slope treatment works, retaining walls or other support,

protection, drainage or ancillary or other works in good and substantial repair and conditions to the satisfaction of the District Lands Officer.

- (b) Nothing in sub-clause (a) of this Special Condition shall prejudice the Landlord's rights under this Agreement, in particular Special Condition No. 13 hereof.
 - (c) In the event that as a result of, arising out of, in connection with or incidental to any formation, levelling, development or other works done by the Tenant or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land, within the Premises or from any adjacent or adjoining Government or leased land, the Tenant shall at his own expense reinstate and make good the same to the satisfaction of the District Lands Officer and shall indemnify and keep indemnified the Landlord from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to such falling away, landslip or subsidence.
 - (d) In addition to any other rights or remedies herein provided for breach of any of the terms and conditions of this Agreement, the District Lands Officer shall be entitled by notice in writing to call upon the Tenant to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, protection, and drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Tenant shall neglect or fail to comply with the notice to the satisfaction of the District Lands Officer within the period specified therein, the District Lands Officer may forthwith execute and carry out any necessary works and the Tenant shall on demand repay to the Landlord the cost thereof, together with any administrative or professional fees and charges.
15. The Tenant shall not carry out or permit any activity or works on the Premises which in the opinion of the District Lands Officer may adversely affect the stability of land and structures within or surrounding the Premises.
16. (a) (i) There is excepted and reserved to the Landlord the land below the level of 4.4 metres above the Hong Kong Principal Datum of the Premises (hereinafter referred to as "the Reserved Area") as to which the Tenant shall have no right, title, possession or use (except as provided in these Conditions) nor any right or claim to compensation whatsoever in respect thereof.
- (ii) There is excepted and reserved to the Landlord, the MTR Corporation Limited (hereinafter referred to as "the Corporation") and their officers, agents, lessees, tenants, servants, licensees and those authorized by the Landlord or the Corporation the exclusive right and liberty throughout

the term of the tenancy to construct, operate and maintain the railway as defined under section 2 of the Mass Transit Railway Ordinance (Cap. 556), any regulations made thereunder and any amending legislation (hereinafter referred to as “the MTR Ordinance”) and any extension thereto (hereinafter referred to as “the Railway”) at such level and to such depths as they see fit in, above or below the Reserved Area and the Railway when constructed may be used by such person or persons, by such vehicles, at such times and in such manner as the Landlord and the Corporation may see fit.

- (b) The Tenant shall satisfy himself as to the extent of the Railway constructed or to be constructed under the Premises and within the Reserved Area and shall not make any claim against the Landlord or any of its officers, agents, lessees, tenants or those authorized by its servants, for any damage, nuisance, annoyance, loss or detriment of any kind whatsoever either to the Premises or to the Tenant caused by or arising out of the construction, maintenance, presence or operation of the Railway.
- (c) Prior to the commencement of any works whatsoever on the Premises including but not limited to site investigation works, piling or other foundation works and other civil engineering and building works, the Tenant shall consult the Corporation so as to ensure that any such works do not damage, interfere with or endanger any railway works, structures, facilities or installations or the safe operation of the Railway (as to which the decision of the District Lands Officer shall be conclusive) and if required by the District Lands Officer the Tenant shall, at his own expense, take such precautions as may be required by the Corporation to ensure the safety of any railway works, structures, facilities or installations and the operation of the Railway.
- (d) The Tenant shall comply with all Ordinances, By-laws and Regulations relating to the Railway.
- (e) The Tenant shall ensure that the activities to be carried out within the Premises above or below the Reserved Area will not cause disruption to or interfere in any way with the construction, use and operation of the Railway.
- (f) The Tenant shall at his own expense comply with all special requirements of the Building Authority, the Director of Fire Services and all other relevant Government and statutory authorities in connection with the construction (including the materials to be used) repair and maintenance of any part or parts of the structure or structures connected or in close proximity to the Railway.
- (g) The Tenant shall, permit the District Lands Officer, the Corporation and their duly authorized officers, servants and contractors the right of ingress, egress and regress to, from and through the Premises and any structure or structures erected

thereon at all times with or without tools, vehicles, machinery or equipment to carry out works, and for the purposes of any survey, inspection, examination, maintenance, improvement or development in connection with the Railway. The District Lands Officer and his duly authorized officers, servants and contractors shall have no responsibility or liability in respect of any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Tenant arising whether directly or indirectly out of, in connection with or incidental to the exercise of the rights conferred under this sub-clause and no claim or objection shall be made against him or them by the Tenant.

17. (a) In the event of spoil or debris from the Premises or from other areas affected by any development of the Premises being eroded and washed down onto public lanes or roads or into road-culverts, sewers, storm-water drains or nullahs, foreshore or seabed or other Government properties, the Tenant shall be held responsible and shall at his own expense remove the spoil and debris from and make good any damage done to the public lanes or roads or road-culverts, sewers, storm-water drains or nullahs, foreshore or seabed or other public lanes or roads or road-culverts, sewers, storm-water drains or nullahs, foreshore or seabed or other Government properties. The Tenant shall indemnify and keep indemnified the Landlord from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to any damage or nuisance to private property caused by such erosion and washing down.
- (b) Notwithstanding sub-clause (a) of this Special Condition the Landlord may (but is not obliged to), upon the written request of the Tenant and at the cost of the Tenant, remove the spoil and debris from and make good any damage done to the public lanes or roads or road-culverts, sewers, storm-water drains or nullahs, foreshore or seabed or other public lanes or roads or road-culverts, sewers, storm-water drains or nullahs, foreshore or seabed or other Government properties referred to in the said sub-clause (a).
18. No earth, debris, spoil of whatsoever nature, or building materials shall be dumped on any Government land.
19. No rock crushing plant shall be permitted on the Premises without the prior written approval of the Standing Committee (as defined in Special Condition No. 33 hereof).
20. No materials shall be dumped or stored, nor shall any work be carried out within the boundaries of a public road or way without the prior written consent of the District Lands Officer.
21. (a) Any damage or obstruction caused by the Tenant, his servants or agents to any nullah, sewer, storm-water drain or water main within or adjoining the Premises shall be made good by the

Landlord at the cost of the Tenant, and the amount due in respect thereof shall be paid on demand to the Landlord by the Tenant.

- (b) Notwithstanding sub-clause (a) of this Special Condition, the Tenant shall, at the request of the Landlord, make good such damage or obstruction as specified by the Landlord at his own expense and in all respects to the satisfaction of the Landlord.
22. (a) The Tenant shall within 2 calendar months from the commencement of the tenancy hereby created or such other extended period as may be approved by the Director of Drainage Services at the Tenant's own expense, in such manner with such materials and to such standards and design as the Director of Drainage Services shall approve and in all respects to the satisfaction of the Director of Drainage Services construct and thereafter maintain such drainage system including drains and channels, whether within the boundaries of the Premises or on any adjacent or adjoining Government land, to intercept and convey into the nearest stream-course, catchpit, channel or storm-water drain all water including storm-water or rain-water flowing from or falling or flowing on to the Premises, and the Tenant shall be solely liable for and shall indemnify and keep indemnified the Landlord and his officers from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to any injury, loss, damage, disturbance or nuisance whatsoever caused by such water.
- (b) Without prejudice to sub-clause (a) of this Special Condition, the Tenant shall within 2 calendar months from the commencement of the tenancy hereby created or such other extended period as may be approved by the Director of Drainage Services at the Tenant's own expense, in such manner with such materials and to such standards and design as the Director of Drainage Services shall approve and in all respects to the satisfaction of the Director of Drainage Services construct and thereafter maintain the drains and channels along the boundaries of the Premises to prevent all water including storm-water or rain-water from overflowing onto the adjoining street or adjoining land and the Tenant shall be solely liable for and shall indemnify and keep indemnified the Landlord and his officers from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection or incidental to with any injury, damage, disturbance or nuisance whatsoever caused by such water.
 - (c) If the Tenant fails to fulfill the obligations under sub-clauses (a) and (b) of this Special Condition within the period stated therein, the Director of Drainage Services may (but is not obliged to) carry out the necessary works at the cost of the Tenant who shall pay to the Landlord on demand a sum equal to the cost thereof, such sum to be determined by the Director of Drainage Services

whose determination shall be final and shall be binding upon the Tenant. For the purpose of carrying out the works aforesaid, the Landlord, its officers, agents, contractors, workmen or other duly authorized personnel shall have free and uninterrupted right at all reasonable times to enter into the Premises or any part thereof and any building or buildings erected or to be erected thereon. The Landlord, its officers, agents, contractors, workmen or other duly authorized personnel shall have no responsibility or liability in respect of any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Tenant arising whether directly or indirectly out of, in connection with or incidental to the exercise by it or them of the right of entry conferred under this sub-clause, and no claim shall be made against it or them by the Tenant in respect of any loss, damage, nuisance or disturbance.

23. The works of connecting any drains and sewers from the Premises to the Government storm-water drains and sewers, when laid and commissioned, may be carried out by the Director of Drainage Services who shall not be liable to the Tenant for any loss or damage thereby occasioned and the Tenant shall pay to the Landlord on demand the cost of such connection works. Alternatively, the said connection works may be constructed by the Tenant at his own expense to the satisfaction of the Director of Drainage Services and in such case any section of the said connection works which is constructed in Government land shall upon demand be handed over by the Tenant to the Landlord for future maintenance thereof at the expense of the Landlord and the Tenant shall pay to the Landlord on demand the cost of the technical audit in respect of the said connection works.
24. Any foundations to be constructed near or adjoining any water main, sewer, storm-water drain or nullah within or adjoining the Premises shall comply with the requirements of the District Lands Officer.
25. The drainage of any building erected on the Premises shall be effected as may be required by the Director of Drainage Services, and the Tenant shall make all arrangements at his own expense and to the satisfaction of the Director of Drainage Services for the treatment and disposal of foul or contaminated water by the construction, operation and maintenance of suitable works either within the Premises or on Government land or otherwise and on such terms as the Director of Drainage Services shall require, and the Tenant shall be solely liable for any damage or nuisance caused thereby.
26. The Landlord does not undertake to provide facilities for flush drainage and gives no guarantee that such facilities will become available.
27. (a) The Tenant shall take or cause to be taken all proper and adequate care, skill and precautions at all times and particularly during any construction, maintenance, renewal, repair, removal or reinstatement work, to avoid doing any damage, disturbance or obstruction to any Government or other existing drain, waterway or watercourse (including water main), road, footpath, sewer, nullah, pipe, cable, wire, utility service or any other works or

installations being or running on, upon, over, under or adjacent to the Premises or any part thereof (hereinafter collectively referred to as “the Works and Services”).

- (b) Before carrying out any of the works referred to in sub-clause (a) of this Special Condition, the Tenant shall make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of the Works and Services, and shall submit his proposals for dealing with the Works and Services in writing to the District Lands Officer for his approval. No such works shall be carried out until the District Lands Officer has given his written approval.
 - (c) The Tenant shall comply with and bear the sole cost of meeting any requirement imposed by the District Lands Officer in the approval referred to in sub-clause (b) of this Special Condition in respect of the Works and Services, including any necessary diversion, relaying, repairing, making good or reinstatement works.
 - (d) Except as provided in Special Condition No. 21 hereof, the Tenant shall at his own expense repair, make good and reinstate to the satisfaction of the District Lands Officer any damage or disturbance caused to the surface of the Premises or any part thereof or any of the Works and Services arising in any manner out of any construction, maintenance, renewal, diversion, relaying, making good, repair or reinstatement works referred to in sub-clauses (a) and (c) of this Special Condition.
 - (e) If the Tenant fails to carry out any of the works referred to in sub-clauses (c) and (d) of this Special Condition to the satisfaction of the District Lands Officer, the District Lands Officer may (but is not obliged to) carry out any of such works as he considers necessary and the Tenant shall pay to the Landlord on demand the cost of such works.
28. Notwithstanding anything contained in this Agreement, the Landlord shall upon reasonable prior notice being given to the Tenant have the right to enter the Premises at any time to erect and fix a notice board(s) at such prominent location(s) of the Premises as the District Lands Officer may consider appropriate for displaying the sale site information.
29. Notwithstanding anything contained in this Agreement, the Landlord and his duly authorized officers, contractors, his or their workmen and any other persons authorized by him or them (hereinafter collectively referred to as “the authorized persons – site investigation”) with or without tools, equipment, machinery or motor vehicles shall upon reasonable prior notice being given to the Tenant have the right of unrestricted ingress, egress and regress to, from and through the Premises free of costs for the purposes of carrying out site investigation works or site inspection which the Landlord may require or authorize. Save in respect of restoring and making good the Premises to the same condition prior to the carrying out of site investigation works or site inspection, the Landlord and the authorized persons – site investigation, shall have no responsibility or liability in respect of any loss, damage, nuisance or disturbance

whatsoever and howsoever caused to or suffered by the Tenant or any other person arising whether directly or indirectly out of, in connection with or incidental to the exercise by the Landlord or the authorized persons – site investigation of the right of free and unrestricted ingress, egress and regress and in the carrying out of the site investigation works or site inspection conferred under this Special Condition and no claim shall be made against the Landlord or the authorized persons – site investigation by the Tenant in respect of any such loss, damage, nuisance or disturbance.

30. The Tenant shall accept the Premises in the state and condition in which they are at the date possession is given.
31. (a) Notwithstanding Clause 2(g) hereof, the Tenant may underlet part of the Premises or any building or structure or part of any building or structure on the Premises for the purposes specified in the First Schedule hereto provided that the underletting agreement complies with the following terms and conditions:
 - (i) the user permitted in the underletting agreement shall comply with this Agreement;
 - (ii) there shall be no further underletting or otherwise disposal of the Premises or any building or any structure or any part thereof by the underlessee;
 - (iii) none of the terms and conditions in the underletting agreement shall contravene this Agreement; and
 - (iv) the term of the underletting (including any right of renewal) shall not exceed the residual term of the tenancy hereby created (including the fixed term specified in the First Schedule hereto and the periodical tenancy thereafter) less the last 3 days thereof.
- (b) In the event that any notice in writing under Special Condition No. 1(a) hereof is served by either party or any notice in writing under Clause 4(b), Clause 4(j) and Special Condition No. 1(b)(ii) hereof is served by the Landlord, no underletting by the Tenant for a term exceeding the residual term of the tenancy hereby created (including the fixed term specified in the First Schedule hereto and the periodical tenancy thereafter) less the last 3 days thereof shall be permitted.
32. (a) The Tenant shall form and establish a team comprising a minimum of three full-time key personnel with Relevant Event/ Activity Management Experience, Relevant Space Management Experience or Relevant Site Development Experience (as defined in Part I of the Tender Application Form) (hereinafter collectively referred to as “the Relevant Experience”) for the management of the Premises or any building or any structure or any part thereof during the tenancy hereby created for the purposes specified in the First Schedule hereto and in accordance with this Agreement (hereinafter referred to as “the Management Team”) in all

respects to the satisfaction of the Standing Committee (as defined in Special Condition No. 33 hereof). One of the key personnel of the Management Team shall have an aggregate of at least 6 years of Relevant Event/ Activity Management Experience, Relevant Space Management Experience or Relevant Site Development Experience. The Tenant shall submit the composition of the Management Team to the Standing Committee (as defined in Special Condition No. 33 hereof) for approval within three calendar months from the date of commencement of the tenancy.

- (b) The Management Team shall not be amended, varied, altered, modified or substituted without the prior written approval of the Standing Committee (as defined in Special Condition No. 33 hereof). Any person proposed as a replacement or substitution of a key personnel in the Management Team shall not have less Relevant Experience than the existing key personnel to be replaced or substituted. In the event of any circumstances where a change to the Management Team is required, which is beyond the reasonable control of the Tenant (such as death of a key personnel) where the seeking of prior written approval becomes not practicable (hereinafter referred to as “the Unusual Circumstances”), the Standing Committee (as defined in Special Condition No. 33 hereof) may at its sole and absolute discretion give retrospective written approval to the Tenant on such change provided that the Tenant shall give written notice to the Standing Committee (as defined in Special Condition No. 33 hereof) within seven calendar days from the date of occurrence of such change to the Management Team.
 - (c) The decision of the Standing Committee (as defined in Special Condition No. 33 hereof) as to what constitutes the Unusual Circumstances and the Relevant Experience shall be final and binding on the Tenant.
33. The Tenant hereby accepts and acknowledges that there is a committee comprising representatives of the Development Bureau and other policy bureaux and departments of the Government (hereinafter referred to as “the Standing Committee”) exercising the duties and powers of the Standing Committee conferred by this Agreement. Throughout the term of the tenancy hereby created, the Tenant shall at his own expense and in all respects to the satisfaction of the Standing Committee:
- (a) submit or cause to be submitted to the Standing Committee monthly, beginning the thirteenth month from the date of commencement of tenancy specified in the First Schedule hereto, a report (and such supporting documents as may be required by the Standing Committee at its sole and absolute discretion) containing such information in relation to the Event/Activity (including those carried out in the preceding months and those scheduled to be carried out in the coming months) as the Standing Committee at its sole and absolute discretion may require. Such report shall be submitted not later than the last calendar day of each month;

- (b) submit or cause to be submitted to the Standing Committee annually, beginning two years from the date of commencement of tenancy specified in the First Schedule hereto, a summary report (and such supporting documents as may be required by the Standing Committee at its sole and absolute discretion) containing such information on the community engagement initiatives that the Tenant has carried out in relation to the Event/Activity during the preceding 12 calendar months as the Standing Committee at its sole and absolute discretion may require. For the purpose of this sub-clause (b), “community engagement initiatives” shall include but not be limited to any partnership with charitable institutions and trusts of a public character which are exempt from tax under section 88 of the Inland Revenue Ordinance (Cap. 112), any regulations made thereunder and any amending legislation (hereinafter referred to as “the Inland Revenue Ordinance”) or any other organizations, being a company incorporated under the Companies Ordinance (Cap. 622), any regulations made thereunder and any amending legislation (hereinafter referred to as “the Companies Ordinance”) or the predecessor Ordinance (as defined in section 2 of the Companies Ordinance) as limited by guarantee whose objects and powers do not include distribution of profits to members, or such other non-profit making organizations, corporations and companies as may be approved by the Standing Committee in organizing and managing the Event/Activity, educational programmes in relation to the Event/Activity held at the Premises, and outreaching plans to the community. The decision of the Standing Committee as to what constitutes “community engagement initiatives” shall be final and binding on the Tenant;
 - (c) notify the Standing Committee in writing within 48 hours in the event of any staff or other persons employed by the Tenant or its contractors or agent on any work done in pursuance of this Agreement suffering from any personal injury or death irrespective of whether a claim for compensation has been or will be made against the Tenant;
 - (d) for the safety and convenience of the public and all persons on or in the Premises, the Tenant shall take all reasonable steps to avoid any accident, injury, nuisance or damage to any persons or properties whether directly or indirectly arising out of or in connection with the activities being carried on in or around the Premises to the satisfaction of Standing Committee; and
 - (e) attend such meetings and submit such other information or report as may be required by the Standing Committee at any time at its sole and absolute discretion.
34. (a) The Tenant shall throughout the term of the tenancy hereby created observe and comply with and implement at his own expense the Binding Proposal (as defined in Part I of the Tender Application Form) (including but not limited to the annual minimum undertaking as set out in Schedule B to Part II of the Tender Application Form) (hereinafter referred to as “the Binding

Proposal”) in all respects to the satisfaction of the Standing Committee. For the avoidance of doubt, in the event of any conflict between anything contained in the Binding Proposal and the terms and conditions of this Agreement, the decision of the Standing Committee as to which shall prevail shall be final and binding on the Tenant.

- (b) No amendment, variation, alteration, modification or substitution to the Binding Proposal shall be made by the Tenant except with the prior written approval of the Standing Committee provided that the Standing Committee may at its sole and absolute discretion direct such amendments, variations, alterations, modifications or substitutions to the Binding Business Proposal, Binding Event/Activity Plan, Binding Site Development Proposal, Binding Innovative Proposals and Binding ESG Proposals as specified in Schedules A, B, C, D1 and D2 to Part II of the Tender Application Form.
 - (c) The Tenant shall from the second year of the term of the tenancy implement in each year of the tenancy hereby created the annual minimum undertaking for any of the binding commitments as specified in the Binding Proposal to the satisfaction of the Standing Committee.
 - (d) In the event that the Tenant fails to implement in the preceding year of the tenancy the annual minimum undertaking for any of the binding commitments as specified in the Binding Proposal and provided that the shortfall in number does not exceed 50% of each of the commitments, the Tenant may make up the shortfall in the subsequent year of the tenancy in all respects to the satisfaction of the Standing Committee in addition to the annual minimum undertaking for that year.
35. The Tenant shall throughout the term of the tenancy hereby created beginning from the thirteenth month from the date of commencement of the tenancy or such other date as may be approved by the Standing Committee at his own cost provide and maintain a pedestrian passageway within the Premises to link up the northwestern and southeastern sides of the Kai Tak Station Square (hereinafter referred to as “the Pedestrian Passageway”) to the satisfaction of the Standing Committee and permit all members of the public at reasonable hours as shall be approved by the Standing Committee for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, by, through, over the Pedestrian Passageway.
36. (a) (i) No structure or support for any structure shall be erected within the areas of drainage reserve shown coloured pink stippled black and marked “D.R.” on the plan annexed hereto (hereinafter collectively referred to as “the Drainage Reserve Areas”).
- (ii) Notwithstanding sub-clause (a)(i) of this Special Condition, with the prior written consent of Director of

Drainage Services and subject to such terms and conditions as he may impose and Clause 2(c), Clause 2(g) and Special Condition No. 3 hereof, the Tenant may erect or permit to be erected on the Drainage Reserve Areas a minor structure or structures provided that if and when required by the Director of Drainage Services, the Tenant shall at his own expense, within the period specified by and in all respects to the satisfaction of the Director of Drainage Services, remove or demolish such structure or structures and reinstate the Drainage Reserve Areas. If the Tenant fails to carry out such removal demolition or reinstatement works within the period specified or as required in an emergency, the Director of Drainage Services may carry out such works as he may consider necessary and the Tenant shall pay to the Government on demand the cost of such works.

- (b) The Director of Drainage Services and his duly authorized officers, contractors, his or their workmen (hereinafter collectively referred to as “the Authorized Persons – Drainage Services”) with or without tools, equipment, machinery or motor vehicles shall have the right of unrestricted ingress, egress and regress at all times to, from and through the Premises for the purposes of laying, inspecting, repairing and maintaining drains, sewers, channels, drainage facilities and all other services running across, through or under the Drainage Reserve Areas (hereinafter referred to as “the Utilities”) which the Director of Drainage Services may require or authorize. No object or material of whatsoever nature which may obstruct access or cause excessive surcharge to the Utilities shall be placed within the Drainage Reserve Areas. Where in the opinion of the Director of Drainage Services (whose opinion shall be final and binding on the Tenant), there are objects or material within the Drainage Reserve Areas which may obstruct access or cause excessive surcharge to the Utilities, the Director of Drainage Services shall be entitled by notice in writing to call upon the Tenant, at his own expense and in all respects to the satisfaction of the Director of Drainage Services, to demolish or remove such objects or material and to reinstate the Drainage Reserve Areas. If the Tenant shall neglect or fail to comply with such notice within the period specified therein, or as required in an emergency the Director of Drainage Services may carry out such removal demolition and reinstatement works as he may consider necessary and the Tenant shall pay to the Government on demand the cost of such works.
- (c) Save in respect of the reinstatement of any trench excavated in the exercise of the aforesaid rights and powers, the Government and the Authorized Persons – Drainage Services shall have no responsibility or liability in respect of any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Tenant arising whether directly or indirectly out of, in connection to or incidental to the exercise by the Authorized Persons – Drainage Services of the right of unrestricted ingress, egress and regress and in laying, inspecting, repairing and

maintaining the Utilities conferred under sub-clause (b) of this Special Condition and no claim shall be made against the Government or the Authorized Persons – Drainage Services by the Tenant in respect of any such loss, damage, nuisance or disturbance.

37. (a) The Tenant hereby acknowledges and accepts that as at the date of this Agreement, there is a portion of an existing manhole within the Premises marked “MANHOLE” and indicated on the INSET of the plan annexed hereto (hereinafter collectively referred to as “the Existing Manhole”). The Landlord shall have no responsibility or liability in respect of any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Tenant or any other person arising whether directly or indirectly out of, in connection with or incidental to the presence and use of the Existing Manhole and no claim whatsoever shall be made against the Landlord by the Tenant in respect of any such loss, damage, nuisance or disturbance.
- (b) The Tenant shall take or cause to be taken all proper and adequate care, skill and precautions at all times to avoid causing any damage, disturbance or obstruction to the Existing Manhole or any part or parts thereof.
- (c) Any damage, disturbance or obstruction to the Existing Manhole or any part or parts thereof caused by the Tenant, his contractors, employees, or his authorized persons shall forthwith be reported to the Director of Electrical and Mechanical Services (hereinafter referred to as “the DEMS”) and all such damage shall be made good by the Tenant at his own expense, within such time and in such manner as may be required or approved by the DEMS and in all respects to the satisfaction of the DEMS. The Tenant shall indemnify and keep indemnified the Landlord from and against all liabilities, losses, damages, claims, expenses, costs, charges, demands, actions and proceedings whatsoever arising whether directly or indirectly out of, in connection with or incidental to any damage, disturbance or obstruction caused to the Existing Manhole or any part or parts thereof.
38. (a) The Tenant shall, prior to the commencement of any excavation, piling or dewatering works of the Premises, at his own expense submit or caused to be submitted to the DEMS for his approval an impact assessment report of the said works on the district cooling system that may be situated or running upon, over, under or adjacent to the Premises or any part thereof (such district cooling system is hereinafter referred to as “the DCS Facilities” and such impact assessment report is hereinafter referred to as “the DCS Facilities Impact Assessment Report”). The DCS Facilities Impact Assessment Report shall be prepared by the authorized person, registered structural engineer or registered geotechnical engineer (as defined in the Buildings Ordinance and appointed by the Tenant for the development of the Premises) (hereinafter referred to as “the AP/RSE/RGE”) containing, among others, such information as the DEMS may require, including but not limited

to the assessment undertaken by the AP/RSE/RGE as to whether the DCS Facilities fall within the influence zone of the excavation, piling and dewatering works (or any combination of any of the foregoing) of the Premises and whether the works will or may have any impact on the DCS Facilities. In the event the DCS Facilities fall within the influence zone of the excavation, piling and dewatering works (or any combination of any of the foregoing) of the Premises, the DCS Facilities Impact Assessment Report should also include such information as the DEMS may require including but not limited to all adverse impacts on the DCS Facilities that may arise from the works during construction, any designs and methods of the excavation, piling and dewatering works, a settlement monitoring plan and an action plan on the relevant works for the DCS Facilities as assessed, recommended or undertaken by the AP/RSE/RGE. The Tenant shall at his own expense, in such manner and within such time limit as shall be stipulated by the DEMS carry out and implement the action plan contained in the DCS Facilities Impact Assessment Report approved by the DEMS under this sub-clause (a) (hereinafter referred to as “the Approved DCS Facilities Action Plan”) in all respects to the satisfaction of the DEMS. The DCS Facilities Impact Assessment Report approved by the DEMS under this sub-clause (a) shall be final and binding on the Tenant.

- (b) No excavation, piling or dewatering works shall be commenced on the Premises or any part thereof unless the DCS Facilities Impact Assessment Report shall have been approved in writing by the DEMS under sub-clause (a) of this Special Condition.
- (c) The Tenant hereby accepts and acknowledges that the Tenant shall have the sole responsibility of carrying out and implementing at his own expense the Approved DCS Facilities Action Plan in all respects to the satisfaction of the DEMS. The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Tenant or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Tenant’s obligations under this Condition, and no claim whatsoever shall be made against the Government by the Tenant in respect of any such loss, damage, nuisance or disturbance.
- (d) The Tenant shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Tenant’s obligations under this Condition.
- (e) For the purposes of this Condition, the decision of the DEMS as to what constitutes the DCS Facilities shall be final and binding on the Tenant.

39. The Tenant shall permit the DEMS, his or their officers,

contractors, agents, workmen and any persons authorized by the DEMS with or without tools, equipment, machinery or motor vehicles the free and unrestricted right of ingress, egress and regress to, from and through the Premises as the Government or the DEMS may require for the purposes of operating, maintaining and renewing the DCS Facilities in the vicinity and carrying out any works in connection with the DCS Facilities in the vicinity of the Premises.

40. (a) The Tenant shall not display, erect, cause or permit to be displayed or erected any advertising sign, bill, placard or notice on the Premises.
- (b) Notwithstanding sub-clause (a) of this Special Condition, the Tenant may display, erect, cause or permit to be displayed or erected on the Premises any advertising sign, bill, placard or notice on the Premises for promotion of (i) the Event/Activity, (ii) the shop and services, the eating place and the place of entertainment as specified in First Schedule hereto; and (iii) business partner(s) of the Tenant involved in implementing the Binding Proposal, organizing the Event/Activity or operating the shop and services, the eating place and the place of entertainment held or to be held on the Premises. Prior written consent of the Standing Committee shall be obtained before displaying any form of advertisement for the promotion of business partner(s) of the Tenant. The decision of the Standing Committee as to what constitutes a “business partner of the Tenant” shall be final and binding on the Tenant.
41. The Tenant shall at his own expense fence the Premises and thereafter maintain such fencing to the satisfaction of the Standing Committee.
42. The Tenant consents to the Landlord disclosing to any third party (whether individual, corporate body, members of the public or other organization) the date of this Agreement, the date of commencement of the tenancy, the term of tenancy, the amount of rent, the location, area, usage of the Premises and permitted structures thereon, and agrees that the consent shall survive the expiry or termination of this Agreement.

AS WITNESS WHEREOF the District Lands Officer, Kowloon East being duly authorized by the Chief Executive so to do has set his hand hereto for and on behalf of the Landlord and the Tenant has set his hand hereto/has executed this Agreement the day and year first above written.

.....
Signed by the Tenant

.....
Signed by the District Lands Officer,
Kowloon East

in the presence of

in the presence of

.....

.....

OR

Civil Servant,
Lands Department

.....
Sealed with the Common Seal of
the Tenant and signed by

in the presence of

.....

**

OR

.....
Executed by the Tenant acting through

[], its sole director

or

[], its director and

[], its director

or

[], its director and

[], its company secretary

in accordance with section 127(3) and 127(5)
of the Companies Ordinance (Cap. 622)

in the presence of

.....
Witness Name :

Address :

Dated, 20

T E N A N C Y A G R E E M E N T

No. : Short Term Tenancy No. STTKE0072

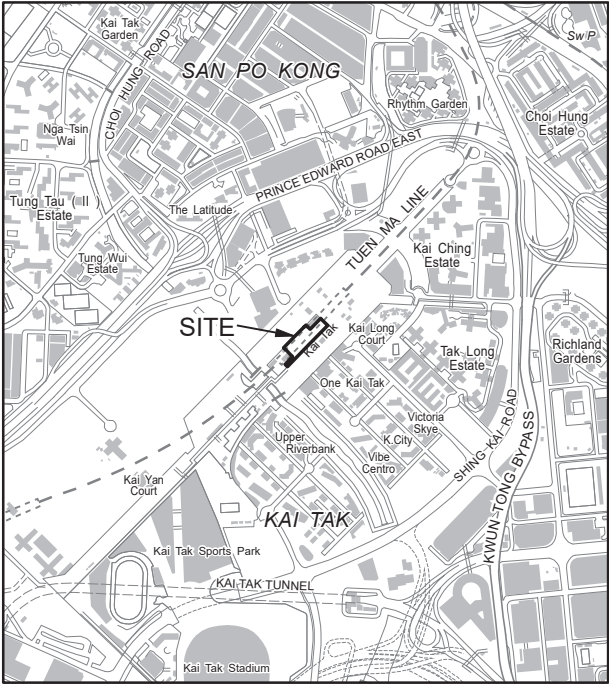
Rent : As specified in the First Schedule

Term : Seven years certain commencing on the
day of 20 and thereafter quarterly
until such time as this tenancy is
determined.

Lands Department



LOCATION



SCALE 1:20 000

SPECIAL CONDITIONS REFER

 PINK STIPPLED BLACK

POINTS U, V, W

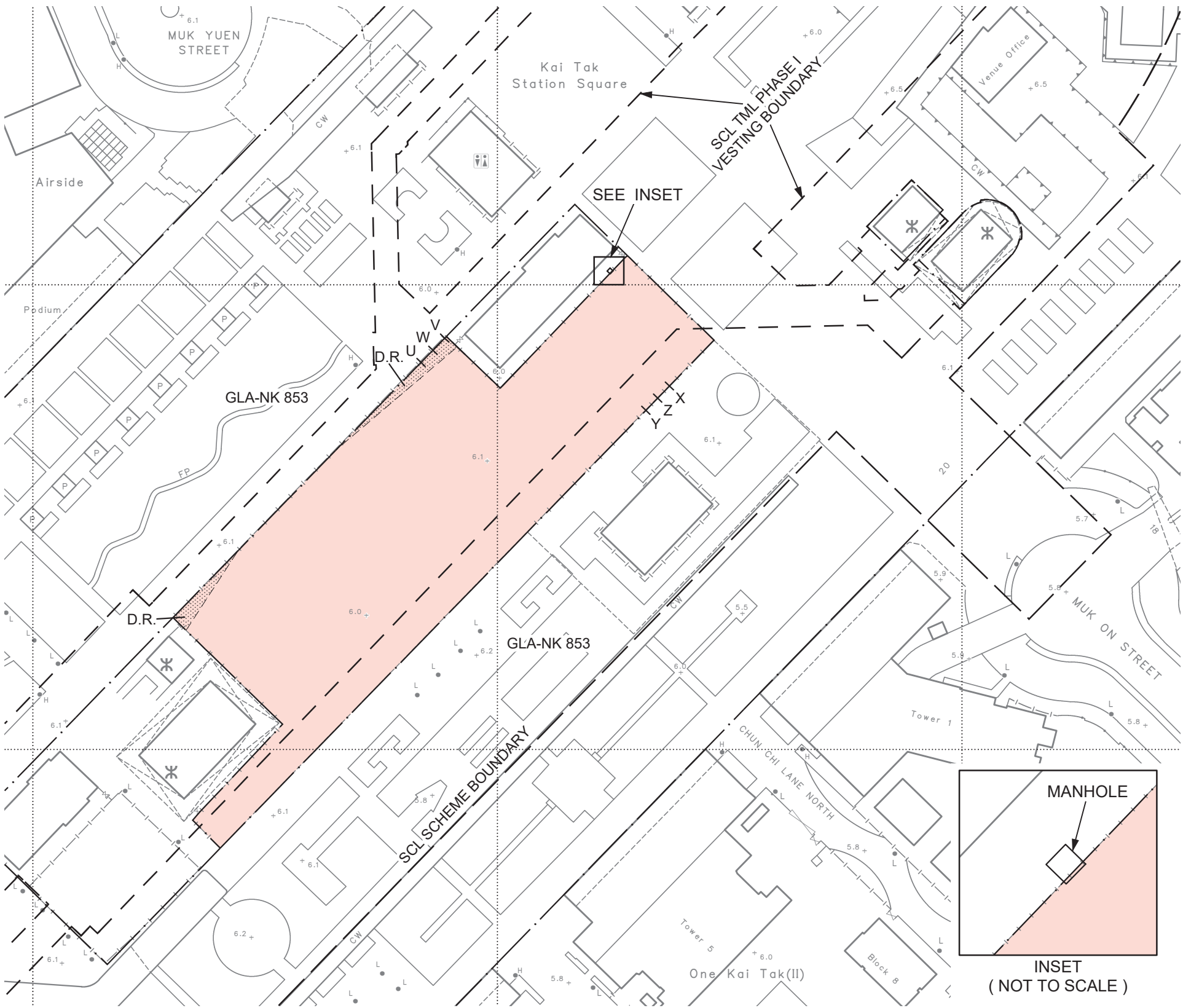
POINTS X, Y, Z

LEGEND

SCL SHATIN TO CENTRAL LINE

TML TUEN MA LINE

D.R. DRAINAGE RESERVE



COLOURED PINK AND PINK STIPPLED BLACK AREA 4 810 SQUARE METRES (ABOUT)

SCALE 1:1 000



FOR IDENTIFICATION PURPOSES ONLY

 District Lands Office, Kowloon East
Lands Department

Plan Prepared by District Survey Office, Kowloon

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TENANCY AGREEMENT No. STTKE0072

File No. DSO/K-2015-056

Survey Sheet No. 11-NE-11B

Layout Plan No. ---

Reference Plan No. 1108/Z/KAT/MHK/C10/007

PLAN No. KM11361

Date: 17/09/2025

DISTRICT LANDS OFFICE
KOWLOON EAST
LANDS DEPARTMENT



Signed by the Tenant

in the presence of

OR

Sealed with the Common Seal of
the Tenant and signed by

in the presence of

OR

Executed by the Tenant acting through
[], its sole director
or
[], its director and
[], its director
or
[], its director and
[], its company secretary
in accordance with section 127(3) and 127(5)
of the Companies Ordinance (Cap. 622)

in the presence of

Witness Name:

Address:

Signed by the District Lands Officer,
Kowloon East

in the presence of

Civil Servant,
Lands Department

Dated this ___ day of _____ 20__