

**TENDER NOTICE****INVITATION TO TENDER FOR A TENANCY  
OF A FEE-PAYING PUBLIC CAR PARK  
ON PORTIONS OF THE GROUND FLOOR, LEVEL MEZZANINE,  
LEVEL 1, LEVEL 2, LEVEL 3, LEVEL 4, LEVEL 5, LEVEL 6, LEVEL 7  
AND LEVEL 8 OF A BUILDING WITHIN  
FANLING SHEUNG SHUI TOWN LOT NO. 301,  
SAN WAN ROAD, SHEUNG SHUI, NEW TERRITORIES, HONG KONG****(Tender Reference No. : GPA N22408)**

Tenders are invited for a tenancy of the premises being the respective portions of the Ground Floor, Level Mezzanine, Level 1, Level 2, Level 3, Level 4, Level 5, Level 6, Level 7 and Level 8 of a building as more particularly delineated and shown coloured hatched red on the Site Plan annexed to the form of Tenancy Agreement annexed hereto (hereinafter referred to as “the Form of Tenancy Agreement”), which situates within a piece or parcel of ground known as Fanling Sheung Shui Town Lot No. 301, San Wan Road, Sheung Shui, New Territories, Hong Kong (the said portions are hereinafter collectively referred to as “the Premises”) which are described in the First Schedule to the Form of Tenancy Agreement annexed hereto and are for identification purpose only shown coloured pink, pink stippled black, pink circled black, pink hatched black, pink cross-hatched black and pink rippled black on the plans (Plan Nos. GPA N22408-1, GPA N22408-2, GPA N22408-3, GPA N22408-4, GPA N22408-5, GPA N22408-6, GPA N22408-7, GPA N22408-8, GPA N22408-9, GPA N22408-10 and GPA N22408-11) annexed to the Form of Tenancy Agreement for a term of three (3) years commencing on a date to be specified by the Chief Property Manager, Government Property Agency (hereinafter referred to as “the Commencement Date”) for the purpose of a fee-paying public car park for the parking of private cars, van-type light goods vehicles, taxis and light goods vehicles (which are currently licensed by the Commissioner for Transport for use on public streets and roads under the provisions of the Road Traffic Ordinance (Cap.374), any regulations made thereunder and any amending legislation) only and on such terms and conditions as set out in this Tender Notice and in the Form of Tenancy Agreement.

2. **Tenders will be considered on an overall basis and will be assessed according to the marking scheme and the assessment criteria set out in the First Schedule hereto and on such other terms and conditions as set out in this Tender Notice. The Financial Secretary Incorporated, a corporation sole incorporated under and by virtue of the Financial Secretary Incorporation Ordinance (Cap. 1015) (hereinafter referred to as “FSI”) does not bind itself to accept the tender with the highest combined score assessed in accordance with the First Schedule hereto or any tender submitted. FSI reserves the right to negotiate with any tenderer about the terms and conditions of the offer. FSI will also consider the past or current performance of the tenderers as licensees or tenants of FSI, or the Government of the Hong Kong Special Administrative Region of the People’s Republic of China (hereinafter referred to as “the Government”) both in examining any tender submitted and in deciding whether or not to award the tender. The decision of FSI on whether or not to award the tender shall be final.**

3. (a) A tender **MUST** contain the following documents which **MUST** be submitted before closing of the tender:

- (i) the whole set of the Form of Price Proposal at Annex II to this Tender Notice (hereinafter referred to as “the Form of Price Proposal”) duly signed, in which the fixed monthly rental to be offered **MUST** be stated. For the avoidance of doubt, all pages of the Form of Price Proposal (including but not limited to any inapplicable or uncompleted tables or dockets that are left blank) shall also be submitted;
    - (ii) the whole set of the Form of Tender at Annex III to this Tender Notice (hereinafter referred to as “the Form of Tender”) duly signed. For the avoidance of doubt, all pages of the Form of Tender (including but not limited to any inapplicable or uncompleted tables or dockets or parts that are left blank) shall also be submitted; and
    - (iii) a cashier’s order or a cheque as referred to in Paragraph 6(b) of this Tender Notice.
  - (b) Tenderer(s) who is/are a person or persons **MUST** fulfill the requirement as stipulated in Paragraph 8(c) of this Tender Notice.
  - (c) **Any tender submitted which is not in conformity with any of the requirements contained in Paragraphs 3(a) and 3(b) of this Tender Notice will not be considered by FSI.**
  - (d)
    - (i) Tenderers may complete and submit with their tenders the Form of Technical Proposal at Annex I to this Tender Notice (hereinafter referred to as “the Form of Technical Proposal”);
    - (ii) If a tenderer submits part of the Form of Technical Proposal or submits the Form of Technical Proposal partly completed, FSI will only assess the proposals and the innovative suggestions of the execution plan and the experience contained in that part of the Form of Technical Proposal submitted by the tenderer or in the completed part of the Form of Technical Proposal submitted by the tenderer. FSI will not seek clarification on or with regard to any part or page of the Form of Technical Proposal that is missing, omitted or not completed.
4.
  - (a) A two-envelope system is adopted for this tender. Completed tender documents shall be submitted separately in **TWO** sealed envelopes, namely, **Envelope 1** and **Envelope 2**.
  - (b) **Envelope 1** shall consist of:-
    - (i) **if submitted**, the Form of Technical Proposal, **IN DUPLICATE**;
    - (ii) the whole set of the Form of Tender duly signed, **IN DUPLICATE**; and
    - (iii) a cashier’s order or a cheque as referred to in Paragraph 6(b) of this Tender Notice,

and shall be clearly marked “**Envelope 1 – Technical Proposal for Tender for a Tenancy of a Fee-paying Public Car Park on Portions of the Ground Floor, Level Mezzanine, Level 1, Level 2, Level 3, Level 4, Level 5, Level 6, Level 7 and Level 8 of a building within Fanling Sheung Shui Town Lot No. 301, San Wan Road, Sheung Shui, New Territories, Hong Kong (Tender Reference No. GPA N22408)**” on the outside of the envelope.

- (c) **Envelope 2** shall consist of the whole set of the Form of Price Proposal duly signed, IN DUPLICATE and shall be clearly marked “**Envelope 2 – Price Proposal for Tender for a Tenancy of a Fee-paying Public Car Park on Portions of the Ground Floor, Level Mezzanine, Level 1, Level 2, Level 3, Level 4, Level 5, Level 6, Level 7 and Level 8 of a building within Fanling Sheung Shui Town Lot No. 301, San Wan Road, Sheung Shui, New Territories, Hong Kong (Tender Reference No. GPA N22408)**” on the outside of the envelope.
- (d) Tender shall comprise the two sealed envelopes prepared in accordance with Paragraphs 4(b) and 4(c) of this Tender Notice which shall be put into and enclosed in a third envelope addressed to “**The Chairman, Tender Opening Committee, Government Logistics Department**” and clearly marked “**Tender for a Tenancy of a Fee-paying Public Car Park on Portions of the Ground Floor, Level Mezzanine, Level 1, Level 2, Level 3, Level 4, Level 5, Level 6, Level 7 and Level 8 of a building within Fanling Sheung Shui Town Lot No. 301, San Wan Road, Sheung Shui, New Territories, Hong Kong (Tender Reference No. GPA N22408)**” on the outside of the envelope.
- (e) Tender MUST be placed in the **Government Logistics Department Tender Box situate on the Ground Floor, North Point Government Offices, 333 Java Road, North Point, Hong Kong** (hereinafter referred to as “the Specified Tender Box”) before 12:00 noon on the **11th day of June 2024**. If tropical cyclone signal No. 8 or above is hoisted, or a black rainstorm warning signal or “extreme conditions” announced by the Government is/are in force at any time between 9:00 a.m. and 12:00 noon on the **11th day of June 2024**, the tender closing time will be postponed to 12:00 noon on the first working day after the tropical cyclone signal No. 8 is lowered, or the black rainstorm warning signal or the “extreme conditions” announced by the Government has/have ceased to be in force PROVIDED THAT if the postponed tender closing day falls on a Saturday, then the tender closing time will be postponed to 12:00 noon on the next working day. In case of blockage of the public access to the location of the Specified Tender Box at any time between 9:00 a.m. and 12:00 noon on the **11th day of June 2024**, FSI will announce that the tender closing time shall be extended until further notice. Following removal of the blockage, FSI will announce the extended tender closing time as soon as practicable. The above announcements will be made via press releases on the website of Information Services Department (<https://www.info.gov.hk/gia/general/ctoday.htm>). **Any tender submitted which is not in conformity with the requirement contained in this Paragraph 4(e) will not be considered by FSI.**

- (f) Late tenders and tenders not deposited in the Specified Tender Box will not be accepted.
- (g) Save and except the insertion of the requisite information and particulars at the spaces as indicated in the Form of Tender, and save and except the insertion of the requisite information and particulars as permitted or at the spaces as indicated in the Form of Technical Proposal and the Form of Price Proposal, there shall be no insertion, deletion or alteration of or to any terms or conditions in this Tender Notice, the Form of Tender, the Form of Technical Proposal, the Form of Price Proposal or the Form of Tenancy Agreement. For tenders submitted with any insertion, deletion or alteration of or to any terms or conditions in this Tender Notice, the Form of Tender, the Form of Technical Proposal, the Form of Price Proposal or the Form of Tenancy Agreement, FSI may not consider or assess any tenders submitted which did not comply with the requirement contained in this Paragraph 4(g).

5. Those of the proposals and the innovative suggestions of the execution plan in Part A, Part B and Part C of Paragraph 1 of the Form of Technical Proposal submitted by a tenderer that are accepted by FSI shall be deemed to be incorporated into and shall form part of the Form of Tenancy Agreement upon acceptance of the tender submitted by him. FSI reserves the right to refuse acceptance of any proposal or innovative suggestion by reason that it is inconsistent with or does not comply with any requirement of this Tender Notice or for any other reason which FSI shall at its absolute discretion decide or consider proper. The decision by FSI as to whether or not to accept or refuse a proposal or an innovative suggestion shall be final and conclusive and shall be binding on the successful tenderer. The successful tenderer will be notified in writing by the Chief Property Manager, Government Property Agency of the proposals and the innovative suggestions that are accepted by FSI and are deemed to be incorporated into and form part of the Form of Tenancy Agreement.

- 6. (a) All tenderers should submit all the required information and documents including but not limited to the documents as referred to in Paragraph 9 of this Tender Notice before closing of the tender. FSI reserves the right to seek clarification on the required information and documents including but not limited to the documents as referred to in Paragraph 9 of this Tender Notice, the supporting documents for the proposals and the innovative suggestions of the execution plan in the Form of Technical Proposal and the supporting documents for the experience stated in the Form of Technical Proposal after closing of the tender and request the tenderer to submit such information and documents to FSI within a stipulated period. Tender evaluation would be conducted on the basis of available information and documents if the required information and documents were not submitted. For the avoidance of doubt, if a tenderer submits part of the Form of Technical Proposal or submits the Form of Technical Proposal partly completed, FSI will not seek clarification on or with regard to any part or page of the Form of Technical Proposal that is missing, omitted or not completed. FSI will not consider any clarification, information or document submitted by a tenderer after closing of the tender if FSI considers that such clarification, information or document would alter the tenderer's tender in substance or give the tenderer an advantage over the other tenderers.

- (b) The **CASHIER'S ORDER** or the **CHEQUE** to be submitted by the tenderers with their tenders shall be for the amount of Dollars Two Hundred and Twenty Thousand only (\$220,000) in Hong Kong currency made payable to “**The Government of the Hong Kong Special Administrative Region**” and issued by a bank which shall be a bank duly licensed under Section 16 of the Banking Ordinance (Cap. 155). If a cheque is submitted, **it must be certified good by the bank** on which it is drawn for payment up to the 10th day of November 2024. All cashier's orders or cheques will be retained uncashed until a decision has been made on the tenders submitted. The successful tenderer is required to pay the **security deposit for an amount in Hong Kong currency equivalent to six months' rental tendered** as referred in Special Condition No. 6(a) under the Fourth Schedule to the Form of Tenancy Agreement. If a tender is accepted, the cashier's order or cheque submitted therewith will be treated as **part payment of the security deposit** as required. All other cashier's orders and cheques will be returned to the unsuccessful tenderers at the addresses shown on their tenders. FSI reserves the right to seek clarification from the tenderer on the cashier's order or cheque submitted by the tenderer. In the event that clarification is required for the cashier's order or cheque submitted by the tenderer, the tenderer should respond by the date specified in the clarification letter or if no date is specified in the clarification letter, within one week from the date of the clarification letter. If within the time prescribed aforesaid, the tenderer fails to respond to the clarification letter or fails to submit the required cashier's order or cheque that complies with the requirements contained in this Paragraph 6(b) pursuant to the clarification letter, **the tender submitted by the tenderer will not be further considered by FSI.**

7. Tenders will only be accepted from tenderers who will carry on business and occupy the Premises for their own use, and no assignment, subletting, underletting, sub-licensing or parting with the possession of the Premises or any part thereof or any interest therein will be permitted save as provided in Clause 2(m) of the Form of Tenancy Agreement annexed hereto.

8. (a) Tenderers when submitting their tenders by way of a subsidiary company should clearly state the names of their holding companies and their correspondence addresses, the names of their contact persons, their telephone numbers 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(s) of the contact person(s) of his principal in Part C of the Information of tenderer in the Form of Tender.
- (c) If the tenderer is a person, the tender **MUST** be made in the name of such person trading as a firm or business in sole proprietorship. If the tenderers are persons, the tender **MUST** be made in the name of such persons trading as a firm or business in partnership.

- (d) After the award of the tender, the identity of the successful tenderer and its holding company (if any) would be disclosed by FSI in response to public/media enquiries. FSI reserves the right to announce the tender results without the need to seek the prior agreement of the successful tenderer or its holding company (if any).
9. (a) **Tenderers when submitting their tenders by way of person or persons should submit a copy of the valid Business Registration Certificate as well as Certified Extracts of Information on the Business Register from the Commissioner of Inland Revenue containing the name of the sole proprietor or the names of all the partners, as the case may be, of the said firm or business.**
- (b) **Tenderers when submitting their tenders by way of a corporate body should submit one copy each of the valid Business Registration Certificate, the Certificate of Incorporation, the Articles of Association, the Incorporation Form (where the first Annual Return of the Corporation has not been filed with the Companies Registry as at the date of tender submission), the latest Annual Return (if any), Notice of Change of Company Secretary and Director (if any) and Notice of Change in Particulars of Company Secretary and Director (if any) filed with the Companies Registry giving details of its current shareholders and directors.**
10. (a) If a tender is accepted, the successful tenderer shall be the Tenant and he shall be notified of the acceptance of his tender by a letter posted to him at or delivered to the address stated in the Form of Tender submitted by him. The successful tenderer shall within 7 calendar days of being called upon by FSI so to do sign or in the case of a corporate body duly execute under its common seal and in accordance with the laws of its place of incorporation or otherwise in accordance with the applicable law to the satisfaction of the Government Property Agency a Tenancy Agreement and the plans annexed thereto (hereinafter referred to as “the Tenancy Agreement and the plans annexed thereto”), and shall pay to FSI the **balance of security deposit, first month’s rental and management fee** due under the Tenancy Agreement and the plans annexed thereto. Where the successful tender has been made on behalf of a principal, the principal shall himself sign or execute the Tenancy Agreement and the plans annexed thereto. Where the successful tender has been made by or on behalf of a partnership, each partner shall sign or execute the Tenancy Agreement and the plans annexed thereto. If the successful tenderer shall fail to sign or execute the Tenancy Agreement and the plans annexed thereto or pay the **balance of security deposit, first month’s rental and management fee** to FSI within the time limit as aforesaid, FSI may either enforce or cancel the tender. On cancellation, the sum forwarded with the successful tender as **part payment of security deposit** shall, without prejudice to FSI’s right of action for damages for breach of contract, be wholly and absolutely forfeited to FSI as liquidated damages and not as a penalty and FSI shall be at liberty to grant a tenancy of the Premises to other parties or invite tenders or otherwise deal with the Premises at such time and in such manner as FSI shall deem fit.

- (b) Notwithstanding anything provided herein, please note that FSI is not an owner of the Premises. By virtue of a Lease dated the 10th day of May 2024 (to be defined in Paragraph 2 under the Second Schedule hereto), FSI has obtained a lease of the Premises from The Hong Kong Housing Authority (hereinafter referred to as “the Head Lessor”), and so the acceptance of the tender shall be made subject to the Head Lease.

11. Subject to the due signing or execution of the Tenancy Agreement and the plans annexed thereto, and to the payment of **the balance of the security deposit, first month’s rental and management fee** 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 plans annexed thereto are signed or executed. The successful tenderer will be notified by a letter from the Chief Property Manager, Government Property Agency of the date on which possession of the Premises will be so given and the date from which the term of the tenancy shall commence.

12. All tenders submitted shall remain valid from the closing date of the tender until the 10th day of November 2024 and shall remain binding upon the tenderers and may be accepted by FSI at any time up to the expiry of the said validity period. FSI will consider and assess all tenders submitted which comply with all the terms and requirements of this Tender Notice.

13. (a) Tenderers and their directors, employees and agents should not communicate to any person other than the Government Property Agency the amount of rental tendered, adjust the amount of rental tendered by arrangement with any other person, make any arrangement with any other person about whether or not he or that other person should or should not tender or otherwise collude with any other person in any manner whatsoever in the tendering process until the tender is awarded. If a tenderer is in breach of or fails to comply with this Paragraph or is in breach of his warranty given in Paragraph 8 of the Form of Tender, without affecting his liability for such breach or non-compliance, the Government Property Agency may invalidate his tender without payment of any compensation. The tenderer will also be liable for all expenses including but not limited to the Government Property Agency’s costs and expenses in the present tender and any subsequent tender(s) arising from or incidental to the invalidation.

(b) Paragraph 13(a) of this Tender Notice shall have no application to the tenderer’s communications in strict confidence with his own insurers or brokers to obtain an insurance quotation for computation of the rental tendered and communications in strict confidence with his consultants or sub-contractors to solicit their assistance in preparation of tender submission.

14. Tenderers and their directors, employees and agents shall not offer any advantage (as defined in the Prevention of Bribery Ordinance (Cap. 201)) to any employee of the Government Property Agency as an inducement to or reward for or otherwise on account of such employee’s giving assistance or using influence in, or having given assistance or used influence in the tender exercise. If a tenderer commits any offence under the said Ordinance in relation to the tender exercise, the Government Property Agency may invalidate its tender without payment of any compensation. The tenderer will also be liable for all expenses

including but not limited to the Government Property Agency's costs and expenses in the present tender and any subsequent tender(s) arising from or incidental to the invalidation.

15. Tenderers shall submit their tenders at their own costs and expenses. FSI shall not be liable for any costs and expenses whatsoever incurred by tenderers in connection with their tenders or the preparation or submission thereof, including but not limited to any costs and expenses relating to communication or attending briefings, site visits or surveys made by tenderers, whether before or after closing of the tender, in the present tender and any subsequent tender(s).

16. Tenderers shall note the additional terms and conditions as specified in the Second Schedule hereto, in particular, the disclosures as specified in Paragraph 2 of the Second Schedule hereto.

17. (a) All tenderers are advised to contact the officer referred to in Paragraph 20 of this Tender Notice on or before 27th day of May 2024 and upon settlement of the photocopying charges, obtain a copy of the Head Lease for consideration prior to submitting the tender.

(b) The successful tenderer shall accept the Premises in such state and condition as existing on the date on which possession of the Premises is given and all tenderers are advised to inspect the Premises and conduct a survey of the Premises at their own costs to ascertain the physical condition or state or safety of the Premises prior to submitting the tender. If tenderers wish to conduct a site inspection of the Premises, they shall on or before the 27th day of May 2024 contact the officer referred to in Paragraph 20 of this Tender Notice for arrangement.

18. The result of the tender will be known on or before the 10th day of November 2024. Tenderers who do not receive any notification from FSI of the acceptance of their offers by the said date may consider their offers not being accepted.

19. (a) **In addition to name and address, the tenderer should provide his telephone number, facsimile number, email address and Business Registration Number, and in case of a sole proprietor/partners the identity document number of the individual sole proprietor / partners, in case of a corporate body, its Company Number. If he fails to provide the above data, it may not be possible for FSI to consider his tender;**

(b) **the above data collected by the Government Property Agency are to be used for the consideration of this tender by FSI or the Government and may be used by the Government Property Agency 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 FSI or the Government at any time and the above data may be used by the Government Property Agency for such purpose and may be transferred to other Government departments to be used for such purpose; and**

- (c) **individuals have a right to request access to and correction of his personal data in the Form of Tender pursuant to the Personal Data (Privacy) Ordinance (Cap. 486). Any such request shall be made to the Personal Data (Privacy) Officer of the Government Property Agency at the address stated in Paragraph 20 of this Tender Notice.**

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

Government Property Agency,  
9/F, South Tower,  
West Kowloon Government Offices,  
No. 11 Hoi Ting Road,  
Yau Ma Tei, Kowloon, Hong Kong

(Attn.: Ms. Sharon LI  
Tel. No. 3842 6913 and  
Fax No. 2877 8993)

21. It is hereby specifically declared by FSI that any statement, whether oral or written, made and any action taken by any Government officer or any officer of the Government Property Agency 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 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 Form of Tenancy Agreement.

22. The tendering process is subject to FSI's internal monitoring to ensure that the relevant tender is awarded properly and fairly. Any tenderer who believes that his tender has not been properly and fairly evaluated may write to the Government Property Administrator stating the facts and circumstances that support his belief, and the Government Property Administrator will personally examine the complaint and refer it to the relevant tender boards for consideration if the complaint relates to the tendering system or the procedures followed. The tenderer should lodge the complaint within three (3) months after the award of tender.

23. (a) Notwithstanding anything to the contrary in this Tender Notice, at any time after the tender closing time as mentioned in Paragraph 4(e) of this Tender Notice but before a tender is accepted, FSI reserves the right to cancel the tender exercise under this Tender Notice on the ground that it is in the public interest not to accept any tender submitted or award the tender or on the ground that there are changes of requirement or circumstances after the tender closing time for operational or whatever reasons. The decision of FSI to cancel the tender exercise under this Tender Notice shall be final and conclusive and shall be binding on the tenderers. The tenderers shall have no right to claim compensation in any form from FSI arising from or incidental to the cancellation.

(b) FSI shall have the right to arrange for a new tender exercise in respect of the Premises subsequent to the cancellation of the tender exercise under this Tender Notice.

24. (a) This Tender Notice shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's

Republic of China (hereinafter referred to as “Hong Kong”). The tenderers and FSI shall submit to the jurisdiction of the courts of Hong Kong in relation to any matters arising out of this Tender Notice.

- (b) If a tender is accepted, subject to Paragraph 10(b) of this Tender Notice until the Tenancy Agreement and the plans annexed thereto are duly signed or executed, the tender together with the written acceptance thereof shall constitute a binding agreement between the successful tenderer and FSI. The said binding agreement shall be governed by and construed in accordance with the laws of Hong Kong, and the successful tenderer and FSI shall submit to the jurisdiction of the courts of Hong Kong in relation to any matters arising out of the said binding agreement.

25. Notwithstanding anything to the contrary in the Tender Notice, FSI reserves the right to disqualify a tenderer on the grounds that the tenderer or its principal (if any) has engaged, is engaging, or is reasonably believed to have engaged or to be engaging in 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, public morals, public order or public safety of Hong Kong. For the avoidance of doubts, the word “engage” or its variants in this paragraph shall include but not be limited to aiding, abetting, counselling or procuring. The decision of FSI to disqualify the tenderer shall be final, conclusive and binding on the tenderer.

26. A Chinese translation of this Tender Notice and the Schedules hereto, and the Form of Technical Proposal, the Form of Price Proposal and the Form of Tender is attached. In the event of any doubt or dispute in the interpretation of this Tender Notice and the Schedules hereto, the Form of Technical Proposal, the Form of Price Proposal and the Form of Tender, FSI’s intention as expressed in the English version shall prevail.

**FIRST SCHEDULE**

**Marking Scheme and Assessment Criteria**

1. The proposals and the innovative suggestions of the execution plan and the experience in the Form of Technical Proposal (hereinafter collectively referred to as “the Technical Proposal”) and the price proposal in the Form of Price Proposal (hereinafter referred to as “the Price Proposal”) will be assessed at a score weighting of 50:50. The assessment of the Price Proposal will be conducted only after the assessment of the Technical Proposal is completed. Tenders will be assessed through the following four stages and only those tenders that have passed the completeness and conformity check at Stage 1 will be assessed further through Stage 2, Stage 3 and Stage 4:

- Stage 1 – Completeness and Conformity Check on the Tenders Submitted
- Stage 2 – Assessment of the Technical Proposal
- Stage 3 – Assessment of the Price Proposal
- Stage 4 – Overall Assessment on Combined Score

**2. Stage 1 – Completeness and Conformity Check on the Tenders Submitted**

All tenders submitted will be checked whether the documents and information required in this Tender Notice have been submitted and the requirements in this Tender Notice have been complied with. Any tender submitted which is not in conformity with any of the requirements contained in Paragraphs 3(a), 3(b) and 4(e) of this Tender Notice will not be considered by FSI.

**3. Stage 2 – Assessment of the Technical Proposal**

(a) For the purpose of assessing the Technical Proposal, four assessment criteria listed in the table below will be adopted and each assessment criteria will be awarded score and rated in the manner as set out therein. The maximum total mark to be scored on assessment of the Technical Proposal is 100. There is no passing mark for each assessment criteria.

Assessment Criteria	Maximum Mark	Unit Mark (M)	Standard Score (S) (see <i>Note 1 to Note 4 in Paragraph 3(c) of this Schedule</i> )					Mark Scored (M x S)
			4	3	2	1	0	
<b>Section I: Execution Plan</b>								
(A) Management, Operation and Contingency Plan (see <i>Note 2 in Paragraph 3(c) of this Schedule</i> )	40	10						
(B) Resources Plan (see <i>Note 3 in Paragraph 3(c) of this Schedule</i> )	25	6.25						

(C)	Innovative Suggestions							
	(I) Pro-innovation proposals that can enhance efficiency, effectiveness and productivity of the service outcome (hereinafter referred to as “Pro-innovation Proposals”) (see <i>Note 4 in Paragraph 3(c) of this Schedule</i> )	15	5					
	(II) Proposals that can improve environmental protection, sustainability (E) or social responsibility (S) or governance (G) (hereinafter referred to as “ESG Proposals”) (see <i>Note 4 in Paragraph 3(c) of this Schedule</i> )	5	1.667					
	<b>Sub-total for Execution Plan</b>	<b>85</b>						
<b>Section II: Experience</b>								
(D)	Experience of the tenderer in managing and operating fee-paying public car park(s) (see <i>Note 5 in Paragraph 3(c) of this Schedule</i> )	15	3.75					
	<b>Total Mark</b>	<b>100</b>						

(b) A maximum weighted score on assessment of the Technical Proposal (hereinafter referred to as “the Weighted Technical Score”) of 50 will be awarded to the conforming tender with the highest total mark scored pursuant to Paragraph 3(a) of this Schedule, while the Weighted Technical Score for other conforming tenders will be calculated by the following formula:

$$\text{Weighted Technical Score} = 50 \times \frac{\text{Total mark scored pursuant to Paragraph 3(a) of this Schedule by the conforming tender being assessed}}{\text{The highest total mark among the conforming tenders scored pursuant to Paragraph 3(a) of this Schedule}}$$

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.

(c) The notes referred to in Paragraph 3(a) of this Schedule that apply to Stage 2 – Assessment of the Technical Proposal are set out as follows:

**Note 1**

For assessment criteria (A), (B) and (D), standard score of 4, 3, 2, 1 or 0 will be awarded, whilst standard score of 3, 2, 1 or 0 will be awarded for assessment criteria (C)(I) and (C)(II).

**Note 2**

(i) The Management, Operation and Contingency Plan (hereinafter referred to as “the MOC Plan”) covers the following three proposals:

1. Arrangements for traffic management to avoid car waiting for queuing in front of the entrance gate, car park operation including handling parking ticket, collection of car park fees, collection of electric-vehicle charging fees (including the implementation programme of the Charging Payment System), patrol (including the inspection of the Bay Guidance System and Car Searching System and the associated facilities) and access and exit control (hereinafter referred to as “Proposal A1”);
2. Handling of emergency incidents / accidents (including upon failure of the access control system and payment systems for collection of parking fees and fees of using electric-vehicle charging facilities) and complaints (hereinafter referred to as “Proposal A2”); and
3. Procedures for general cleansing (including cleansing of water tanks and petrol interceptor) and upkeeping of car park (hereinafter referred to as “Proposal A3”).

(ii) Standard score of 4, 3, 2, 1 or 0 will be awarded to the proposed MOC Plan in accordance with the following five-grade approach:

1. Standard score of 4 will be awarded where the MOC Plan is practical with detailed information on ALL of Proposal A1, Proposal A2 and Proposal A3.
2. Standard score of 3 will be awarded where the MOC Plan is practical with detailed information on any TWO (2) of Proposal A1, Proposal A2 and Proposal A3 and brief information on the remaining proposal.
3. Standard score of 2 will be awarded where the MOC Plan is practical with detailed information on any ONE (1) of Proposal A1, Proposal A2 and Proposal A3 and brief information on the remaining two proposals.
4. Standard score of 1 will be awarded where the MOC Plan is practical with brief information on ALL of Proposal A1, Proposal A2 and Proposal A3.
5. Standard score of 0 will be awarded where the MOC Plan is impractical or fails to provide information on ALL or ANY of Proposal A1, Proposal A2 and

Proposal A3.

The determination by FSI as to whether the MOC Plan is practical or impractical and whether detailed information or brief information or any information of a proposal has been provided shall be final and conclusive and shall be binding on the tenderers.

- (iii) FSI reserves the right to seek clarification on the supporting documents for the MOC Plan after closing of the tender and request the tenderers to submit such supporting documents to FSI within a stipulated period. FSI will not consider any clarification or document submitted by a tenderer after closing of the tender if FSI considers that such clarification or document would alter the tenderer's tender in substance or give the tenderer an advantage over the other tenderers.
- (iv) Those of the proposals submitted by a tenderer that are accepted by FSI shall be deemed to be incorporated into and shall form part of the Form of Tenancy Agreement upon acceptance of the tender submitted by him.

**Note 3**

- (i) The Resources Plan covers the following three proposals:
  - 1. Staff recruitment / deployment plan and arrangement to provide sufficient and competent staff for car park management and operation from the commencement of the tenancy under the Tenancy Agreement (hereinafter referred to as "Proposal B1");
  - 2. Resources deployment plan and arrangement to deploy sufficient resources including equipment, tools, instruments and software for managing and operating the car park from the commencement of the tenancy under the Tenancy Agreement (hereinafter referred to as "Proposal B2"); and
  - 3. Contingency plans for use in case of failing in implementing the plan stipulated in Proposal B1 and Proposal B2 or arrangement(s) to ensure substitute resources can be secured through other channels for proper commencement of management and operation of the car park on the commencement of the tenancy under the Tenancy Agreement (hereinafter referred to as "Proposal B3").
- (ii) Standard score of 4, 3, 2, 1 or 0 will be awarded to the proposed Resources Plan in accordance with the following five-grade approach:
  - 1. Standard score of 4 will be awarded where the Resources Plan is practical with detailed information on ALL of Proposal B1, Proposal B2 and Proposal B3.
  - 2. Standard score of 3 will be awarded where the Resources Plan is practical with detailed information on any TWO (2) of Proposal B1, Proposal B2 and Proposal B3 and brief information on the remaining proposal.
  - 3. Standard score of 2 will be awarded where the Resources Plan is practical with detailed information on any ONE (1) of Proposal B1, Proposal B2 and Proposal B3 and brief information on the remaining two proposals.
  - 4. Standard score of 1 will be awarded where the Resources Plan is practical with

brief information on ALL of Proposal B1, Proposal B2 and Proposal B3.

5. Standard score of 0 will be awarded where the Resources Plan is impractical or fails to provide information on ALL or ANY of Proposal B1, Proposal B2 and Proposal B3.

The determination by FSI as to whether the Resources Plan is practical or impractical and whether detailed information or brief information or any information of a proposal has been provided shall be final and conclusive and shall be binding on the tenderers.

- (iii) FSI reserves the right to seek clarification on the supporting documents for the Resources Plan after closing of the tender and request the tenderers to submit such supporting documents to FSI within a stipulated period. FSI will not consider any clarification or document submitted by a tenderer after closing of the tender if FSI considers that such clarification or document would alter the tenderer's tender in substance or give the tenderer an advantage over the other tenderers.
- (iv) Those of the proposals submitted by a tenderer that are accepted by FSI shall be deemed to be incorporated into and shall form part of the Form of Tenancy Agreement upon acceptance of the tender submitted by him.

**Note 4**

- (i) Innovative suggestions cover the following two proposals:
  1. Pro-innovation Proposals that are directly relevant to the services being procured and can enhance service delivery. Adoption of Pro-innovation Proposals are technological means / arrangements / work process / solutions / equipment that can enhance efficiency, effectiveness and productivity of the service outcome. The emphasis is on output-based service delivery of which the contributions should be visible, and preferably be quantifiable and measurable.
    - Application of new technology or innovative application of existing technology for contributing to the development of smart city (e.g. to adopt mobile apps for dissemination of real-time car park vacancy information; to adopt electronic money as means of payment and control method of entrance or exit gate; to adopt user friendly approach on use of electric vehicle charging, if applicable).
  2. ESG Proposals that can improve environmental protection, sustainability or governance or social responsibility. Measures/arrangements that will improve ESG may but need not be directly relevant to the services being procured, but which can bring about positive values or benefits to FSI, the Government or the society of Hong Kong at large (notably people with disabilities or rehabilitated persons). Examples of such positive values or benefits may include the following –
    - Environmental protection and sustainability  
[e.g. promotion of consumption of fewer resources and waste reduction or recycling (e.g. to provide new green measures, etc.)]

- Social responsibility  
[e.g. fostering a caring society (e.g. to provide job opportunity/on-the-job training for elderly, youth, people with disabilities and/or rehabilitators with indication on the intended numbers or percentage of such type of employees)]
- Governance

The above examples are not meant to be exhaustive, and one ESG proposal may cover all or any one of them.

(ii) Standard score of 3, 2, 1 or 0 will be awarded to the Pro-innovation Proposals in accordance with the following four-grade approach:

1. Standard score of 3 will be awarded where FIVE (5) or more effective and practicable Pro-innovation Proposals are proposed.
2. Standard score of 2 will be awarded where THREE (3) to FOUR (4) effective and practicable Pro-innovation Proposals are proposed.
3. Standard score of 1 will be awarded where ONE (1) to TWO (2) effective and practicable Pro-innovation Proposals are proposed.
4. Standard score of 0 will be awarded where no effective and practicable Pro-innovation Proposal is proposed

The determination by FSI as to whether the Pro-innovation Proposals are effective and practicable or not and whether they can bring positive values or benefits to FSI, the Government or the society of Hong Kong shall be final and conclusive and shall be binding on the tenderers.

(iii) Standard score of 3, 2, 1 or 0 will be awarded to the ESG Proposals to improve environmental protection, sustainability or social responsibility or governance in accordance with the following four-grade approach:

1. Standard score of 3 will be awarded where THREE (3) or more practicable and effective ESG Proposals are proposed.
2. Standard score of 2 will be awarded where TWO (2) practicable and effective ESG Proposals are proposed.
3. Standard score of 1 will be awarded where ONE (1) practicable and effective ESG Proposal is proposed.
4. Standard score of 0 will be awarded where no effective and practicable ESG Proposal is proposed.

The determination by FSI as to whether the ESG Proposals are effective and practical to improve environmental protection, sustainability or social responsibility or governance and can bring positive values or benefits to FSI, the Government or the society of Hong Kong shall be final and conclusive and shall be binding on the tenderers.

- (iv) Marks will not be given to any innovative suggestion that a tenderer will neither be capable of nor responsible for implementation.
- (v) Innovative suggestions of similar nature, irrespective of the number of positive values or benefits involved, will be counted once for the assessment under either criteria (C)(I) or (C)(II). For the avoidance of ambiguity, scores will be given to the same suggestion if they are proposed under both assessment criteria (C)(I) and (C)(II). The determination by FSI as to whether the innovative suggestions are considered similar in nature shall be final and conclusive and shall be binding on the tenderers.
- (vi) FSI reserves the right to seek clarification on the supporting documents for the innovative suggestions after closing of the tender and request the tenderers to submit such supporting documents to FSI within a stipulated period. FSI will not consider any clarification or document submitted by a tenderer after closing of the tender if FSI considers that such clarification or document would alter the tenderer's tender in substance or give the tenderer an advantage over the other tenderers.
- (vii) Those of the innovative suggestions submitted by a tenderer that are accepted by FSI shall be deemed to be incorporated into and shall form part of the Form of Tenancy Agreement upon acceptance of the tender submitted by him.

**Note 5**

- (i) Assessment will be based on the aggregate experience of the tenderer in managing and operating fee-paying public car park(s) whether as a business owner or as a service provider of such car park(s) within the period of five (5) years immediately preceding the 11th day of June 2024.
- (ii) Standard score of 4, 3, 2, 1 or 0 will be awarded in accordance with the following five-grade approach:
  - 1. Standard score of 4 will be awarded where there is an aggregate experience of five (5) years.
  - 2. Standard score of 3 will be awarded where there is an aggregate experience of four (4) to less than five (5) years.
  - 3. Standard score of 2 will be awarded where there is an aggregate experience of three (3) to less than four (4) years.
  - 4. Standard score of 1 will be awarded where there is an aggregate experience of two (2) to less than three (3) years.
  - 5. Standard score of 0 will be awarded where there is an aggregate experience of less than two (2) years.
- (iii) Tenderers are required to submit documentary proof in details of their experience in all respects to the satisfaction of FSI, failing which the tenderers will be taken as if they have no experience in managing and operating fee-paying public car park(s) and standard score of 0 will be awarded. If the tenderers submit documentary proof

of only a part of their experience, FSI reserves the right to assess only that part of their experience. FSI also reserves the right to seek clarification on the documentary proof after closing of the tender and request the tenderers to submit such documentary proof to FSI within a stipulated period. FSI will not consider any clarification or documentary proof submitted by a tenderer after closing of the tender if FSI considers that such clarification or documentary proof would alter the tenderer's tender in substance or give the tenderer an advantage over the other tenderers.

- (iv) For the purpose of assessing the experience of the tenderer, the following shall apply:
1. If the tenderer is a partnership, only the experience gained by the partnership (but not the experience of any individual partner) will be counted PROVIDED THAT such tenderer shall have submitted documentary proof in details of the experience of the partnership in all respects to the satisfaction of FSI.
  2. If the tenderer is a limited company, FSI may take into account the experience of a shareholder holding not less than fifty per cent (50%) of the issued shares of such company to be the experience of such company PROVIDED THAT such tenderer shall have submitted documentary proof in details of the experience of such shareholder in all respects to the satisfaction of FSI PROVIDED FURTHER THAT any period of time will only be counted once, notwithstanding that during such period the tenderer or such shareholder may have separate experience in managing and operating fee-paying public car park(s).
  3. It is not necessary for the tenderer to have continuous experience in managing and operating fee-paying public car park(s) within the period of five (5) years immediately preceding 11th day of June 2024.
  4. The aggregate experience will be counted in calendar days. The tenderer is taken as having an aggregate experience of one (1) year if he has accumulated an aggregate experience of 365 days.
  5. The experience in managing and operating fee-paying public car park(s) could be gained under the same car park or different car parks. If the experience was gained under different car parks, the experience gained during the same period of time will only be counted once. The following example illustrates how the experience gained under different car parks is counted:

Example:

<b>Car Park</b>	<b>Period of Management and Operation of the Car Park</b>	<b>Period of Management and Operation of the Car Park Counted for Assessment of Experience</b>	<b>Number of Days of Experience Counted</b>
A	16.4.2013 – 15.4.2015	16.4.2013 – 15.4.2015	730
B	1.10.2014 – 31.3.2016	16.4.2015 – 31.3.2016	351 (29 days in Feb 2016)
C	1.1.2015 – 31.12.2016	1.4.2016 – 31.12.2016	275
<b>Total:</b>			<b>1356</b>

6. The decision of FSI as to whether or not to count the experience of the tenderer under the circumstances mentioned in this item (iv) shall be final and conclusive and shall be binding on the tenderer.

4. **Stage 3 – Assessment of the Price Proposal**

A maximum weighted score on assessment of the Price Proposal (hereinafter referred to as “the Weighted Price Score”) of 50 will be awarded to the conforming tender offering the highest monthly rental in the Form of Price Proposal, while the Weighted Price Score for other conforming tenders will be calculated by the following formula:

$$\text{Weighted Price Score} = 50 \times \frac{\text{The monthly rental offered by the conforming tender being assessed}}{\text{The highest monthly rental offered among all conforming tenders}}$$

The Weighted Price 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.

5. **Stage 4 – Overall Assessment on Combined Score**

- (a) The combined score of a conforming tender will be determined by the following formula:

$$\text{Combined score} = \text{Weighted Technical Score} + \text{Weighted Price Score}$$

(b) Normally, the tender with the highest combined score will be recommended for the award of the Tenancy Agreement subject to the requirement that FSI is satisfied that the tenderer is fully (including technically, commercially and financially) capable of undertaking the Tenancy Agreement, and that the recommended tender is the most advantageous to FSI in accordance with the tender provisions. Nevertheless, FSI does not bind itself to accept the tender with the highest combined score or any tender submitted.

## **SECOND SCHEDULE**

### **Additional terms and conditions**

1. Tenderers are advised to note that:
  - (a) The successful tenderer shall at his own costs and expenses implement those of the proposals and the innovative suggestions in Part A, Part B and Part C of Paragraph 1 of the Form of Technical Proposal submitted by him that are accepted by FSI to the satisfaction of FSI (as to which the decision of FSI shall be final and conclusive and shall be binding on the successful tenderer).
  - (b) The management fee of the Premises are currently determined in an approximate amount of HK\$190,000 per calendar month. Such fees may be revised from time to time by FSI in accordance with Clause 2(i)(ii) of the Form of Tenancy Agreement.
  - (c) Special Condition No. (6) under the Fourth Schedule of the Form of Tenancy Agreement contains the terms and conditions governing the deposit of security deposit with the FSI by the successful tenderer, and the refund of the said deposit upon expiration or sooner determination of the tenancy created by the Form of Tenancy Agreement. In particular, pursuant to Special Condition No. (6) under the Fourth Schedule of the Form of Tenancy Agreement, the security deposit paid by the successful tenderer will be deposited with the FSI as security for the due payment of the monthly rent, rates, electricity charges, water charges, management fees, taxes, assessments, duties, charges and other outgoings under the Form of Tenancy Agreement and the due payment of the licence fee, rent, rates, electricity charges, water charges, management fees, taxes, assessments, duties, charges and other outgoings payable under any other agreements of any other tenancies or any leases or licences of any premises granted or to be granted by the FSI or the Government to the successful tenderer (hereinafter referred to as "Other Agreements") and the due performance and observance of all and singular the several provisions, conditions, terms and stipulations reserved and contained in the Form of Tenancy Agreement and Other Agreements. At the expiration or sooner determination of the tenancy created by the Form of Tenancy Agreement, if there shall be any monthly rent or the rates, electricity charges, water charges, management fees, taxes, assessments, duties, charges and other outgoings contained in the Form of Tenancy Agreement and any interest payable thereon and/or any licence fee, rent, rates, electricity charges, water charges, management fees, taxes, assessments, duties, charges and other outgoings payable under Other Agreements and any interest payable thereon in arrears, the FSI or the Government may apply such deposit towards payment of such arrears, or if there shall be any breach of provisions, conditions, terms or stipulations contained in the Form of Tenancy Agreement or in Other Agreements, the FSI may apply such deposit towards remedying such breach (in so far as this may be possible) without prejudice to any other claim or remedy that the FSI may have against the successful tenderer by reason of the breach and shall only pay the balance (if any) of the said deposit to the successful tenderer.

- (d) Pursuant to Special Condition No. 24 of the Fourth Schedule to the Form of Tenancy Agreement, in the event that the Pink Circled Black Area (as defined in the First Schedule to the Form of Tenancy Agreement) is used for the parking of one private car used by driver who is a disabled person (as defined in the Road Traffic Ordinance (Cap. 374), any regulations made thereunder and any amending legislation), the hourly and monthly parking fees (as the case may be) to be charged by the successful tenderer in respect thereof shall be fifty per centum (50%) of the hourly and monthly parking fees (as the case may be) charged by the successful tenderer in respect of other Parking Spaces (as defined in the First Schedule to the Form of Tenancy Agreement) in the Premises. For the avoidance of doubt, in the event that the Pink Circled Black Area is used for the parking of one private car which carries people with mobility disability and is used by driver who is a bearer of the Parking Certificate (as defined in the First Schedule to the Form of Tenancy Agreement), there shall be no concession on the parking fees to be charged by the successful tenderer and the hourly and monthly parking fees (as the case may be) in respect thereof shall be the hourly and monthly parking fees (as the case may be) charged by the successful tenderer in respect of other Parking Spaces in the Premises.
- (e) Pursuant to Special Condition No. 29(a) of the Fourth Schedule to the Form of Tenancy Agreement, the successful tenderer shall provide charging services for electric vehicles and plug-in hybrid electric vehicles from the date of operation of the Business (as defined in Clause 2(c) of the Form of Tenancy Agreement) in the Premises. The successful tenderer shall charge and collect fees from users using the Charging Facilities (as defined in Special Condition No. 29(a) under the Fourth Schedule to the Form of Tenancy Agreement) at the rate(s) or pricing package(s) set by the successful tenderer in accordance with the Special Condition No. 29(b) of the Fourth Schedule to the Form of Tenancy Agreement. Pursuant to Special Condition No. 29(c) of the Fourth Schedule to the Form of Tenancy Agreement, the successful tenderer shall at his own expense provide, install and maintain the Charging Payment System (as defined in Special Condition No. 29(c)(ii) under the Fourth Schedule to the Form of Tenancy Agreement) for collecting charging fees from the users using the Charging Facilities in all respects to the satisfaction of FSI. The installations of the Charging Payment Facilities shall be completed within two (2) calendar months from the Commencement Date or on such other date as specified by FSI. For the avoidance of any doubt, FSI shall be under no obligation to provide any electricity power and data-line connection or installation in respect of the installation of the Charging Payment System.
- (f) Pursuant to Special Condition No. 30 of the Fourth Schedule to the Form of Tenancy Agreement, the successful tenderer shall at his own expense install, operate, maintain, repair and renew the electronic payment systems / tools as set out in the Sixth Schedule to the Form of Tenancy Agreement or other methods as required and approved in writing by the FSI in its sole discretion and in all respects to the satisfaction of the FSI and accept payment made via such Autopay System (as defined in Special Condition No. 30(a) of the Fourth Schedule to the Form of Tenancy Agreement as an alternative to cash payment for the parking fees of the Parking Spaces or charging fees of the

charging services provided under Special Condition No. 29 of the Fourth Schedule to the Form of Tenancy Agreement. The installation of the Charging Payment Facilities shall be completed within two (2) calendar months from the Commencement Date. For the avoidance of any doubt, FSI shall be under no obligation to provide any electricity power and data-line connection or installation in respect of the installation of the Autopay System.

- (g) Pursuant to Special Condition No. 33(a) of the Fourth Schedule to the Form of Tenancy Agreement, the successful tenderer shall obtain the FSI's written approval to the scale of parking rates including but not limited to hourly, monthly, quarterly (as mentioned in Special Condition No. 33(b) of the Fourth Schedule to the Form of Tenancy Agreement), or other parking rate(s) to be charged by the successful tenderer in respect of the Parking Spaces prior to the commencement of the Business (as defined in Clause 2(c) of the Form of Tenancy Agreement) in the Premises. Subject to the prior written approval of the FSI (which approval shall not be unreasonably withheld), the successful tenderer may adjust the said parking rates from time to time. The successful tenderer shall not charge any parking fees except in such scale as approved by the FSI.
- (h) Pursuant to Special Condition No. 33(b) of the Fourth Schedule to the Form of Tenancy Agreement, the successful tenderer shall reserve eighteen (18) Parking Spaces within the Pink Stippled Black Area for quarterly parking for taxi (hereinafter referred to as "Quarterly Parking") at a rate of HK\$2,250 or at such rate or rates as may be imposed by the Commissioner for Transport (hereinafter referred to as "C for T") from time to time in writing to the successful tenderer. For the avoidance of doubt, the Quarterly Parking refers to the same taxi (which vehicle registration number will be registered by the successful tenderer) parking in the Premises during such 3-month-period. The C for T reserves the right to revise the numbers of Parking Spaces required to be reserved for Quarterly Parking under this Special Condition and the determination of C for T shall be final, conclusive and binding on the successful tenderer. The successful tenderer shall not be entitled to raise any objection or terminate this Agreement in relation to any revision of the number of Parking Spaces reserved for Quarterly Parking or the quarterly parking rate, and shall have no claim against the FSI for any loss, damage, inconvenience or compensation of whatsoever nature that it may suffer or incur as a result of or in connection with such revision nor shall the monthly rent, rates, management fees, electricity charges or other charges payable under this Agreement or any part thereof be reduced, abated or ceased to be payable.
- (i) Pursuant to Special Condition No. 34 of the Fourth Schedule to the Form of Tenancy Agreement, the successful tenderer acknowledges that renovation works including the renovation of external walls and canopy (if any) of the Building may be carried out during the term of the tenancy hereby created. The successful tenderer shall follow and accept the temporary arrangements caused by such renovation works as advised by the FSI. The successful tenderer agrees to the erection of such temporary structures by the FSI inside or outside the Building or in front of the Premises for the purposes of carrying out the said renovation works.

- (j) Pursuant to Special Condition No. 38 of the Fourth Schedule to the Form of Tenancy Agreement, within 14 calendar days from the date of commencement of the Business or such later date as may be decided and specified by the C for T (as to which the decision of the C for T shall be final, conclusive and binding on the successful tenderer), and thereafter throughout the term of the tenancy hereby created, the successful tenderer shall at his own expense and in all respects to the satisfaction of the C for T submit to the C for T and the Public Sector Information (PSI) Portal “data.gov.hk” information (as defined in Special Condition No. 38(a) of the Fourth Schedule to the Form of Tenancy Agreement) relating to and associated with the Parking Spaces and the operation information thereof including but not limited to information on availability of such Parking Spaces and information on full occupation of such Parking Spaces (hereinafter referred to as the “Parking Information”) in accordance with Special Condition No. 38(b) of the Fourth Schedule to the Form of Tenancy Agreement. In the event of temporary failure of the Information System for dissemination of vacancy information including Parking Bay Information Display Panel (as listed in the Fifth Schedule to the Form of Tenancy Agreement), the successful tenderer shall immediately implement efficient manual reporting in lieu thereof.
- (k) Pursuant to Clause 2(t) and the Fifth Schedule to the Form of Tenancy Agreement, the successful tenderer shall keep and maintain the Landlord’s Provisions (as defined in Clause 2(b) of the Form of Tenancy Agreement) and shall comply with those requirements specified in the Fifth Schedule of the Form of Tenancy Agreement.

2. FSI hereby discloses that:

- (a) The Premises are being constructed, and its construction will be completed before the Commencement Date.
- (b) The Head Lessor is the owner of the Premises and, by virtue of the Head Lease dated the 10th day of May 2024, FSI has obtained a lease of the Premises from the Head Lessor, under which FSI may sublet license or part with the possession of the Premises or any part thereof to the successful tenderer for the purpose of operating a Public Vehicle Park as referred to under Clause 3.22 of the Government Lease (as described in the First Schedule to the Form of Tenancy Agreement). Please refer to the Recital of the Form of Tenancy Agreement for details.
- (c) The tenancy to be created by the Form of Tenancy Agreement is made subject to the Head Lease and the successful tenderer shall, throughout the term of the tenancy to be created by the Form of Tenancy Agreement, observe and comply with all the terms and conditions contained in the Head Lease in accordance with Clause 2(q) of the Form of Tenancy Agreement.
- (d) Upon completion of the construction of the development where the Premises situate, the official name and description of the Premises in the Deed of Mutual Covenant and Management Agreement in respect of the development and the corresponding register to be opened with the Land Registry may be different from those as stated herein.

- (e) The Head Lessor may eventually assign the Premises to FSI pursuant to Clause 3.22(d) of the Government Lease, in which event, pursuant to Clause 2(q)(vi) of the Form of Tenancy Agreement, the successful tenderer shall continuously observe and comply with the terms and conditions of the Form of Tenancy Agreement and of the Head Lease as if the Head Lease subsists until the expiration or sooner determination of the term of the tenancy to be created by the Form of Tenancy Agreement.

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**(To be Submitted in Envelope 1)**

**ANNEX I**

**FORM OF TECHNICAL PROPOSAL**

1. I/We submit the following proposals, innovative suggestions and information for assessment by the Financial Secretary Incorporated, a corporation sole incorporated under the Financial Secretary Incorporation Ordinance (Cap. 1015) (hereinafter referred to as “FSI”):

**Section I: Execution Plan**

**Part A: Management, Operation and Contingency Plan**

(a) **Proposal A1**

Details of the arrangements for traffic management to avoid car waiting for queuing in front of the entrance gate, car park operation including handling parking ticket, collection of car park fees, collection of electric-vehicle charging fees (including the implementation programme of the Charging Payment System), patrol (including the inspection of the Bay Guidance System and Car Searching System and the associated facilities) and access and exit control

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*(1) Please illustrate the practicability of the proposal.*

*(2) If there is not enough space, please use additional sheets marked “Proposal A1”.*

(b) **Proposal A2**

Details of handling of emergency incidents / accidents (including upon failure of the access control system and payment systems for collection of parking fees and fees of using electric-vehicle charging facilities) and complaints

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*(1) Please illustrate the practicability of the proposal.*

*(2) If there is not enough space, please use additional sheets marked “Proposal A2”.*

(c) **Proposal A3**

Details of the procedures for general cleansing (including cleansing of water tanks and petrol interceptor) and upkeep of car park

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*(1) Please illustrate the practicability of the proposal.*

*(2) If there is not enough space, please use additional sheets marked “Proposal A3”.*

**Part B : Resources Plan**

(a) **Proposal B1**

Staff recruitment / deployment plan and arrangement to provide sufficient and competent staff for car park management and operation from the commencement of the tenancy under the Tenancy Agreement

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*(1) Please illustrate the practicability of the proposal.*

*(2) If there is not enough space, please use additional sheets marked "Proposal B1".*

(b) **Proposal B2**

Resources deployment plan and arrangement to deploy sufficient resources including equipment, tools, instruments and software for managing and operating the car park from the commencement of the tenancy under the Tenancy Agreement

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*(1) Please illustrate the practicability of the proposal.*

*(2) If there is not enough space, please use additional sheets marked "Proposal B2".*

(c) **Proposal B3**

Contingency plans for use in case of failing in implementing the plan stipulated in Proposal B1 and Proposal B2 or arrangement(s) to ensure substitute resources can be secured through other channels for proper commencement of management and operation of the car park on the commencement of the tenancy under the Tenancy Agreement

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*(1) Please illustrate the practicability of the proposal.*

*(2) If there is not enough space, please use additional sheets marked "Proposal B3".*

**Part C : Innovative Suggestions**

**(I) Pro-innovation Proposals**

If there are more than five Pro-innovation Proposals by tenderers, for each of the sixth and subsequent Pro-innovation Proposals, please use additional sheets marked “Pro-innovation Proposal” with the number of the Pro-innovation Proposal for providing details of the Pro-innovation Proposal, brief description on the enhanced efficiency, effectiveness and productivity of the service outcome that it can bring about and information on how to implement it. For example, for the sixth Pro-innovation Proposal, please mark “Pro-innovation Proposal 6” on the additional sheets.

**(a) Pro-innovation Proposal 1**

- (i) Details of the Pro-innovation Proposal and brief description on the enhanced efficiency, effectiveness and productivity of the service outcome that it can bring about

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- (ii) How to implement

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*(1) If there is not enough space, please use additional sheets marked “Pro-innovation Proposal 1”.*

**(b) Pro-innovation Proposal 2**

- (i) Details of the Pro-innovation Proposal and brief description on the enhanced efficiency, effectiveness and productivity of the service outcome that it can bring about

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- (ii) How to implement

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*(1) If there is not enough space, please use additional sheets marked "Pro-innovation Proposal 2".*

**(c) Pro-innovation Proposal 3**

- (i) Details of the Pro-innovation Proposal and brief description on the enhanced efficiency, effectiveness and productivity of the service outcome that it can bring about

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- (ii) How to implement

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*(1) If there is not enough space, please use additional sheets marked "Pro-innovation Proposal 3".*

**(d) Pro-innovation Proposal 4**

- (i) Details of the Pro-innovation Proposal and brief description on the enhanced efficiency, effectiveness and productivity of the service outcome that it can bring about

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- (ii) How to implement

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*(1) If there is not enough space, please use additional sheets marked “Pro-innovation Proposal 4”.*

**(e) Pro-innovation Proposal 5**

- (i) Details of the Pro-innovation Proposal and brief description on the enhanced efficiency, effectiveness and productivity of the service outcome that it can bring about

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- (ii) How to implement

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*(1) If there is not enough space, please use additional sheets marked “Pro-innovation Proposal 5”.*

**(II) ESG Proposals**

If there are more than three ESG Proposals proposed by tenderers, for each of the fourth and subsequent ESG Proposals, please use additional sheets marked “ESG Proposal” with the number of the ESG Proposal for providing details of the proposal, brief description on the positive values/benefits to FSI, the Government of the Hong Kong Special Administrative Region of the Peoples’ Republic of China (hereinafter referred to as “the Government”) or the society of Hong Kong at large that it can bring about and information on how to implement it. For example, for the fourth ESG Proposal, please mark “ESG Proposal 4” on the additional sheets.

**(a) ESG Proposal 1**

- (i) Details of the proposal and brief description on positive values/benefits to FSI, the Government or the society of Hong Kong at large that it can bring about

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- (ii) How to implement

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*(1) If there is not enough space, please use additional sheets marked “ESG Proposal 1”.*

**(b) ESG Proposal 2**

- (i) Details of the proposal and brief description on positive values/benefits to FSI, the Government or the society of Hong Kong at large that it can bring about

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(ii) How to implement

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*(1) If there is not enough space, please use additional sheets marked “ESG Proposal 2”.*

(c) **ESG Proposal 3:**

(i) Details of the proposal and brief description on positive values/benefits to FSI, the Government or the society of Hong Kong at large that it can bring about

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(ii) How to implement

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*(1) If there is not enough space, please use additional sheets marked “ESG Proposal 3”.*

**Section II: Experience**

**Part D: Experience of the tenderer in managing and operating fee-paying public car park(s)**

My/Our experience in managing and operating fee-paying public car park(s) within the period of five (5) years immediately preceding the 11th day of June 2024 is set out as follows:

Brief description of car park managed and operated (including name and address)	Whether the tenderer managed and operated the car park as a business owner or as a service provider	Period of management and operation of the car park (with commencement and ending dates)
(a)		
(b)		
(c)		
(d)		
(e)		

*(1) If there is not enough space, please use additional sheets marked "Experience".*

2. I/We attach supporting documents for my/our proposals and innovative suggestions as indicated below for assessment by FSI:

**Part A: Management, Operation and Contingency Plan**

(a)	Proposal A1	
(b)	Proposal A2	
(c)	Proposal A3	

**Part B: Resources Plan**

(a)	Proposal B1	
(b)	Proposal B2	
(c)	Proposal B3	

Part C : Innovative Suggestions

(I): Pro-innovation Proposals that can enhance efficiency, effectiveness and productivity of the service outcome

(a)	Pro-innovation Proposal 1	
(b)	Pro-innovation Proposal 2	
(c)	Pro-innovation Proposal 3	
(d)	Pro-innovation Proposal 4	
(e)	Pro-innovation Proposal 5	
(f)	Other Pro-innovation Proposal(s):	

(II): ESG Proposals that can bring positive values or benefits to FSI, the Government or the society of Hong Kong at large

(a)	ESG Proposal 1	
(b)	ESG Proposal 2	
(c)	ESG Proposal 3	
(d)	Other ESG Proposal(s):	

*(1) If supporting document(s) is/are provided for a proposal/Pro-innovation Proposal/ESG Proposal, please insert “yes” for the relevant proposal in the column next to it. Otherwise, please insert “no”. If neither “yes” nor “no” is inserted for a proposal/Pro-innovation Proposal/ESG Proposal, the tenderer will be taken as if he has not provided any supporting document for that proposal/Pro-innovation Proposal/ESG Proposal.*

*(2) Please mark on the supporting documents the proposal/Pro-innovation Proposal/ESG Proposal for which they are provided.*

*(3) If there are more than 5 Pro-innovation Proposals, for each of the sixth and subsequent Pro-innovation Proposals, please provide the requested information in row (f) of Part C(I) by inserting (i) the number of the Pro-innovation Proposal (such as “6” for Pro-innovation Proposal 6) in the second column and (ii) “yes” or “no” next to it in the third column.*

*(4) If there are more than 3 ESG Proposals, for each of the fourth and subsequent ESG Proposals, please provide the requested information in row (d) of Part C(II) by inserting (i) the number of the*

ESG Proposal (such as “4” for Proposal 4) in the second column and (ii) “yes” or “no” next to it in the third column.

3. I/We attach the following documentary proof of my/our experience for assessment by FSI:

Part D: Experience in managing and operating fee-paying public car park(s)

(a)	
(b)	
(c)	
(d)	
(e)	

(1) If there is not enough space, please use additional sheets marked “List of Documents for Experience”.

(2) Please list out and provide the documents of proof, which may include (but not limited to) a copy of business registration certificate, evidence showing ownership or tenancy of the relevant car park (in the case the tenderer managed and operated the car park as a business owner), or a **FULL** copy of service contract or client reference letter (in the case the tenderer managed and operated the car park as a service provider).

Dated the \_\_\_\_ day of \_\_\_\_\_ 2024.

Name of Tenderer: \_\_\_\_\_

(To be Submitted in Envelope 2)

**ANNEX II**

**FORM OF PRICE PROPOSAL**

<b>PARTICULARS OF THE PREMISES</b>	<b>TERM OF TENANCY AND DATE OF COMMENCEMENT</b>	<b>FIXED MONTHLY RENTAL* (HK\$)</b>	<b>PURPOSE FOR WHICH THE PREMISES ARE USED</b>
Portions of the Ground Floor, Level Mezzanine, Level 1, Level 2, Level 3, Level 4, Level 5, Level 6, Level 7 and Level 8 of a building within Fanling Sheung Shui Town Lot No. 301, San Wan Road, Sheung Shui, New Territories, Hong Kong (hereinafter referred to as “the Premises”) which are more particularly described in the First Schedule to the Form of Tenancy Agreement annexed to the Tender Notice	Three (3) years commencing on a date to be specified by the Chief Property Manager, Government Property Agency		A fee-paying public car park for the parking of private cars, van-type light goods vehicles, taxis and light goods vehicles only as stipulated in the First Schedule to the Form of Tenancy Agreement

\* exclusive of rates, electricity charges, water charges, management fees, charges and any other outgoings whatsoever

Dated the \_\_\_\_ day of \_\_\_\_\_ 2024.

In case of sole proprietorship or partnerships, the sole proprietor or all partners must sign:

<b>Name(s) of sole proprietor/partners</b>	<b>Signature</b>

Signature of Witness : \_\_\_\_\_

Name of Witness (in block letters) : \_\_\_\_\_

Occupation : \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

**OR** In case of corporate body:

**SEAL** of tenderer and signature(s) of authorized officer(s)/ Execution by the tenderer in accordance with Sections 127(3) and 127(5) of the Companies Ordinance (Cap. 622):

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Name (in block letters) of authorized officer(s) and their respective positions:

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Signature of Witness: : \_\_\_\_\_

Name of Witness (in block letters): \_\_\_\_\_

Occupation : \_\_\_\_\_

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

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(To be Submitted in Envelope 1)

**ANNEX III**

GPA N22408

**FORM OF TENDER**

**TENDER FOR A TENANCY  
OF A FEE-PAYING PUBLIC CAR PARK  
ON PORTIONS OF THE GROUND FLOOR, LEVEL MEZZANINE,  
LEVEL 1, LEVEL 2, LEVEL 3, LEVEL 4, LEVEL 5, LEVEL 6, LEVEL 7  
AND LEVEL 8 OF A BUILDING WITHIN  
FANLING SHEUNG SHUI TOWN LOT NO. 301,  
SAN WAN ROAD, SHEUNG SHUI, NEW TERRITORIES, HONG KONG**

**(Tender Reference No. : GPA N22408)**

Tender for a tenancy of the premises being the respective portions of the Ground Floor, Level Mezzanine, Level 1, Level 2, Level 3, Level 4, Level 5, Level 6, Level 7 and Level 8 of the building within the piece or parcel of ground known as Fanling Sheung Shui Town Lot No. 301 at San Wan Road, Sheung Shui, New Territories, Hong Kong (hereinafter referred to as “the Premises”) which are more particularly described in the First Schedule to the form of Tenancy Agreement annexed to the Tender Notice in respect of the Premises (hereinafter referred to as “the Form of Tenancy Agreement”) as shown coloured pink, pink stippled black, pink circled black, pink hatched black, pink cross-hatched black and pink rippled black on the plans (Plan Nos. GPA N22408-1, GPA N22408-2, GPA N22408-3, GPA N22408-4, GPA N22408-5, GPA N22408-6, GPA N22408-7, GPA N22408-8, GPA N22408-9, GPA N22408-10 and GPA N22408-11) annexed to the Form of Tenancy Agreement on such terms and conditions as set out in the said Tender Notice and the Form of Tenancy Agreement and at the fixed monthly rental specified below.

To : The Chairman,  
Tender Opening Committee,  
Government Logistics Department,  
Ground Floor, North Point Government Offices,  
333 Java Road,  
North Point,  
Hong Kong

I/We, \_\_\_\_\_

(name of tenderer)

of \_\_\_\_\_

(address of tenderer)

having read the said Tender Notice and the Form of Tenancy Agreement and examined the plans (Plan Nos. GPA N22408-1, GPA N22408-2, GPA N22408-3, GPA N22408-4, GPA N22408-5, GPA N22408-6, GPA N22408-7, GPA N22408-8, GPA N22408-9, GPA N22408-10 and GPA N22408-11) annexed to the Form of Tenancy Agreement, hereby offer to rent the Premises from The Financial Secretary Incorporated, a corporation sole incorporated under the

Financial Secretary Incorporation Ordinance (Cap. 1015) (hereinafter referred to as “FSI”) at a **FIXED** monthly rental (exclusive of rates, electricity charges, water charges, management fees, charges and any other outgoings whatsoever) specified by me/us in the Form of Price Proposal submitted by me/us for a term of three (3) years commencing on such date to be specified by the Chief Property Manager, Government Property Agency and on such terms and conditions as set out in the said Tender Notice and the Form of Tenancy Agreement.

1A. I/We fully aware of FSI’s disclosures set out in Paragraph 2 of the Second Schedule to the Tender Notice.

2. If this tender is accepted, subject to Paragraph 10(b) of this Tender Notice until the Tenancy Agreement and the plans annexed thereto are duly signed or executed, this tender together with the written acceptance thereof shall constitute a binding agreement between me/us and FSI. I/We agree that the said binding agreement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People’s Republic of China (hereinafter referred to as “Hong Kong”), and I/we agree to submit to the jurisdiction of the courts of Hong Kong in relation to any matters arising out of the said binding agreement.

3. A **CASHIER’S ORDER** for Hong Kong Dollars Two Hundred and Twenty Thousand only (HK\$220,000), as mentioned in Paragraph 6(b) of the said Tender Notice, issued by a bank (being a bank duly licensed under Section 16 of the Banking Ordinance (Cap. 155)) made payable to “**The Government of the Hong Kong Special Administrative Region**” is forwarded herewith as part payment of the security deposit if my/our tender is accepted. / A **CHEQUE** for Hong Kong Dollars Two Hundred and Twenty Thousand only (HK\$220,000), as mentioned in Paragraph 6(b) of the said Tender Notice, **certified good for payment** up to the 10th day of November 2024 by the bank on which it is drawn (being a bank duly licensed under Section 16 of the Banking Ordinance (Cap. 155)) made payable to “**The Government of the Hong Kong Special Administrative Region**” is forwarded herewith as part payment of the security deposit if my/our tender is accepted.

4. I/We understand that FSI reserves the right to negotiate with any tenderer about the terms and conditions of the offer pursuant to Paragraph 2 of the said Tender Notice and the use of the Premises is restricted to the purposes as set out in the First Schedule to the Form of Tenancy Agreement.

5. I/We understand that if this tender is accepted, those of the proposals and the innovative suggestions of the execution plan in Part A, Part B and Part C of Paragraph 1 of the Form of Technical Proposal submitted by me/us that are accepted by FSI shall be deemed to be incorporated into and shall form part of the Tenancy Agreement to be signed or executed by me/us.

6. (a) **I/We understand that FSI reserves the right to disclose the identity of the successful tenderer and its holding company (if any) and to announce the tender results in accordance with Paragraph 8(d) of the said Tender Notice.**

(b) **I/We consent that FSI and its officers may use the data collected pursuant to Paragraph 19(a) of the said Tender Notice together with any information of my/ our performance or breach of any terms and conditions of the licence or tenancy of any sites or premises of FSI and of the Government of the Hong Kong Special Administrative**

**Region of the Peoples' Republic of China (hereinafter referred to as "the Government"), whether past, current or future, for consideration of this tender by FSI, and the Government Property Agency 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 FSI or the Government at any time, and that the data and information may be used by the Government Property Agency 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 19 of the said Tender Notice and the provisions in Paragraph 6 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 FSI. Where the tender is accepted by FSI, the said provisions and consent shall survive the execution of the Tenancy Agreement and the tenancy, and shall remain in full force and effect notwithstanding the expiry or termination of the tenancy.**

7. I/We agree to keep my/our offer open for acceptance by FSI until the 10th day of November 2024 and to be bound by the terms and conditions of the said Tender Notice.

8. (a) I/We warrant that up to the date hereof, other than the Excepted Communications referred to in Paragraph 8(c) hereof, I/we and my/our directors, employees and agents had not:

- (i) communicated to any person the amount of the rental tendered;
- (ii) adjusted the amount of the rental tendered by arrangement with any person;
- (iii) made any arrangement with any person about whether or not I/we or that other person should or should not tender; or
- (iv) otherwise colluded with any person in any manner whatsoever.

(b) I/we warrant that at any time hereinafter until the tender is awarded, other than the Excepted Communications, I/we and my/our directors, employees and agents will not:

- (i) communicate to any person other than the Government Property Agency the amount of rental tendered;
- (ii) adjust the amount of rental tendered by arrangement with any person;
- (iii) make any arrangement with any person about whether or not I/we or that other person should or should not tender; or
- (iv) otherwise collude with any person in any manner whatsoever.

(c) The expression "Excepted Communications" means my/our directors', employees' and agents' communications in strict confidence with:

- (i) my/our own insurers or brokers to obtain an insurance quotation for computation of the rental tendered; and
- (ii) my/our consultants or sub-contractors to solicit their assistance in preparation of tender submission.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

In case of sole proprietorship or partnerships, the sole proprietor or all partners must sign:

<b>Name(s) of sole proprietor/partners</b>	<b>Signature</b>

Signature of Witness : \_\_\_\_\_

Name of Witness (in block letters) : \_\_\_\_\_

Occupation : \_\_\_\_\_

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

\_\_\_\_\_

**OR** In case of corporate body:

**SEAL** of tenderer and signature(s) of authorized officer(s)/ Execution by the tenderer in accordance with Sections 127(3) and 127(5) of the Companies Ordinance (Cap. 622):

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Name (in block letters) of authorized officer(s) and their respective positions :

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Signature of Witness :

Name of Witness (in block letters) :

Occupation :

Address :

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**Information of tenderer**

(If the tenderer is a person trading as a firm or business in sole proprietorship or are persons trading as a firm or business in partnership, Part A should be completed. If the tenderer is a corporate body, Part B should be completed. If the tenderer acts as an agent, Part C should be completed in addition to Part A or Part B, as the case may be.)

**Part A** (Please read the note below before completing this Part)

*In the case of a sole proprietorship, this tender must be made in the name of the sole proprietor. In the case of a partnership, the tender must be made in the names of all the partners. A copy of the **valid** Business Registration Certificate as well as Certified Extracts of Information on the Business Register from the Commissioner of Inland Revenue containing the name of the sole proprietor or the names of all the partners, as the case may be, of an unincorporated firm or business should be enclosed with this Form of Tender.*

Sole proprietor/all partners:

1.

Name (in block letters)	HKIC No.
Telephone / Mobile / Fax No. / /	Email Address
Residential Address	

2.

Name (in block letters)	HKIC No.
Telephone / Mobile / Fax No. / /	Email Address
Residential Address	

3.

Name (in block letters)	HKIC No.
Telephone / Mobile / Fax No. / /	Email Address
Residential Address	

4.

Name (in block letters)	HKIC No.
Telephone / Mobile / Fax No. / /	Email Address
Residential Address	

trading in the Hong Kong Special Administrative Region of the People's Republic of China under the name of:

Name of firm / business : \_\_\_\_\_

Address of firm / business : \_\_\_\_\_

Business Registration Number : \_\_\_\_\_

**Part B** (Please read the note below before completing this Part.)

*A copy each of the **valid** Business Registration Certificate, the Certificate of Incorporation, the Articles of Association, the Incorporation Form (where the first Annual Return of the Corporation has not been filed with the Companies Registry as at the date of tender submission), the latest Annual Return (if any), Notice of Change of Company Secretary and Director (if any) and Notice of Change in Particulars of Company Secretary and Director (if any) filed with the Companies Registry giving details of its current shareholders and directors of the company should be enclosed with this Form of Tender. The original copies of the above documents must be produced for inspection on demand. Please also refer to Paragraphs 8 and 9 of the said Tender Notice.*

Company Number : \_\_\_\_\_

Registered Office of tenderer : \_\_\_\_\_

Business Registration Number : \_\_\_\_\_

Name of contact person (in block letters) : \_\_\_\_\_

Telephone No. : \_\_\_\_\_ Facsimile No.: \_\_\_\_\_

Email Address : \_\_\_\_\_

Name of holding company (if applicable) : \_\_\_\_\_

Address of holding company (in block letters) : \_\_\_\_\_

Name of contact person (in block letters) : \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Facsimile No.: \_\_\_\_\_

Email Address : \_\_\_\_\_

**Part C** (Please read the note below before completing this Part.)

*A copy of the relevant agency agreement or written confirmation from the tenderer's principal to represent it as its agent for the submission of the tender to FSI and matters incidental thereto should be enclosed with this Form of Tender. The original copy of the above document must be produced for inspection on demand. Please also refer to Paragraph 8(b) of the said Tender Notice.*

Name of principal: \_\_\_\_\_

Address of principal (in block letters): \_\_\_\_\_

Name of contact person (in block letters): \_\_\_\_\_

Email Address: \_\_\_\_\_

**Provision of Personal Data**

The personal data collected by means of this Form of Tender will be used and may be disclosed to other Government departments as set out in Paragraph 19 of the said Tender Notice and Paragraph 6 of this Form of Tender. Individuals who wish to access to or correct his personal data in this Form of Tender pursuant to the Personal Data (Privacy) Ordinance (Cap. 486) are requested to contact the Personal Data (Privacy) Officer of the Government Property Agency at the address referred to in Paragraph 20 of the said Tender Notice.

## 招標公告

### 招標承投香港新界上水新運路粉嶺上水市地段第 301 號 之內的一幢大樓地下、閣樓、1 樓、2 樓、3 樓、 4 樓、5 樓、6 樓、7 樓及 8 樓各部分地方的 收費公眾停車場租用權

(招標編號：GPA N22408)

現按本招標公告及夾附租約大綱(下稱「租約大綱」)所臚列的條款及條件，招標承投以下處所的租用權：如租約大綱夾附位置圖內具體劃定並以綴紅斜線所標示，位於一塊或一幅土地即香港新界上水新運路粉嶺上水市地段第 301 號之內的一幢大樓地下、閣樓、1 樓、2 樓、3 樓、4 樓、5 樓、6 樓、7 樓及 8 樓各部分地方(上述各部分地方統稱「該處所」)。租期為三(3)年，由政府產業署總產業經理指定的日期起生效(下稱「生效日期」)。該處所只可用作經營收費公眾停車場，以供停泊私家車、客貨車、的士及輕型貨車(現時領有運輸署署長根據《道路交通條例》(第 374 章)、任何據以訂立的規例和任何予以修訂的法例發給的牌照，可在公共街道及道路上使用)。該處所的位置於租約大綱附表 1 具體說明，並在其夾附的圖則(圖則編號：GPA N22408-1、GPA N22408-2、GPA N22408-3、GPA N22408-4、GPA N22408-5、GPA N22408-6、GPA N22408-7、GPA N22408-8、GPA N22408-9、GPA N22408-10 及 GPA N22408-11)內以粉紅色、粉紅色綴黑點、粉紅色加黑圓圈、粉紅色綴黑斜線、粉紅色綴黑交叉線及粉紅色綴黑波紋標示，以資識別。

2. 投標書會按整體考慮，並按本招標公告附表 1 載列的評分制度及評審準則和所臚列的條款及條件評審。財政司司長法團(根據及憑藉《財政司司長法團條例》(第 1015 章)成立的單一法團)(下稱「財政司司長法團」)不一定接納按附表 1 評審獲最高綜合得分的投標書或任何一份投標書。財政司司長法團保留權利，可與任何投標者商議批出租約的條款及條件。財政司司長法團在審核任何一份投標書及決定是否批出標書時，亦會考慮投標者過往或現時作為財政司司長法團或中華人民共和國香港特別行政區政府(下稱「政府」)物業持牌人或承租人的表現。財政司司長法團就是否批出標書所作的決定屬最終決定。

3. (a) 投標書必須包括以下文件，並且必須在截標前遞交：
- (i) 載於本招標公告附件 II 的整份價格建議書大綱(下稱「價格建議書大綱」)，須妥為簽署，當中必須說明建議的固定月租。為免生疑問，價格建議書大綱的所有頁面(包括但不限於任何不適用或未填妥的空白表格或摘要)均須遞交；
  - (ii) 載於本招標公告附件 III 的整份投標表格(下稱「投標表格」)，須妥為簽署。為免生疑問，投標表格的所有頁面(包括但不限於任何不適用或未填妥的空白表格或摘要或部分)均須遞交；以及
  - (iii) 本招標公告第 6(b)段所指的銀行本票或支票。
- (b) 投標者如為一人 / 多人，必須符合本招標公告第 8(c)段所載的規定。
- (c) 不符合本招標公告第 3(a)及 3(b)段所載任何規定的投標書，財政司司長法團一概不予考慮。
- (d) (i) 投標者可填寫載於本招標公告附件 I 的技術建議書大綱(下稱「技術建議書大綱」)，並與投標書一併遞交；
- (ii) 如投標者遞交技術建議書大綱的部分或局部填妥的技術建議書大綱，財政司司長法團只會評審投標者所遞交技術建議書大綱的該部分或已填妥部分所載的執行方案建議及創新建議和經驗。財政司司長法團不會就技術建議書大綱遺漏、略去或未填妥的任何部分或頁面要求補充說明。
4. (a) 是次招標採用雙軌招標制度。填妥的投標文件須分別放入兩個密封信封內遞交，即信封 1 和信封 2。

(b) 信封 1 須包括：

(i) 如遞交技術建議書大綱，一式兩份；

(ii) 整份投標表格，須妥為簽署，一式兩份；以及

(iii) 本招標公告第 6(b)段所指的銀行本票或支票，

信封面清楚註明「信封 1 —投標承投香港新界上水新運路粉嶺上水市地段第 301 號之內的一幢大樓地下、閣樓、1 樓、2 樓、3 樓、4 樓、5 樓、6 樓、7 樓及 8 樓各部分地方的收費公眾停車場租用權的技術建議書(招標編號：GPA N22408)」。

(c) 信封 2 須包括妥為簽署的整份價格建議書大綱，一式兩份，並於信封面清楚註明「信封 2 —投標承投香港新界上水新運路粉嶺上水市地段第 301 號之內的一幢大樓地下、閣樓、1 樓、2 樓、3 樓、4 樓、5 樓、6 樓、7 樓及 8 樓各部分地方的收費公眾停車場租用權的價格建議書(招標編號：GPA N22408)」。

(d) 投標書須包括該兩個按照本招標公告第 4(b)及 4(c)段擬備的密封信封，並且須放入第三個信封內封密，信封面書明「政府物流服務署開標委員會主席收」及清楚註明「投標承投香港新界上水新運路粉嶺上水市地段第 301 號之內的一幢大樓地下、閣樓、1 樓、2 樓、3 樓、4 樓、5 樓、6 樓、7 樓及 8 樓各部分地方的收費公眾停車場租用權(招標編號：GPA N22408)」。

(e) 投標書必須在二零二四年六月十一日正午十二時前，放入香港北角渣華道 333 號北角政府合署地下的政府物流服務署投標箱(下稱「指定投標箱」)內。如在二零二四年六月十一日上午九時至正午十二時期間內的任何時間，八號或以上熱帶氣旋警告信號、黑色暴雨警告信號或政府公布的「極端情況」生效，截標時間將延至八號熱帶氣旋警告信

號、黑色暴雨警告信號或政府公布的「極端情況」停止生效後的首個工作天正午十二時。如延遲後的截標日期為星期六，截標時間將延至下一個工作天正午十二時。如在二零二四年六月十一日上午九時至正午十二時期間內的任何時間，前往指定投標箱所在地點的公眾通道受阻，財政司司長法團會宣布推遲截標時間，直至另行通知。當通道重開後，財政司司長法團會在切實可行範圍內盡快公布已推遲的截標時間。上述公布事項會於政府新聞處網站以新聞稿方式發出 (<https://www.info.gov.hk/gia/general/ctoday.htm>)。不符合本段(第 4(e)段)所載規定的投標書，財政司司長法團一概不予考慮。

- (f) 逾期遞交及未有投入指定投標箱的投標書概不受理。
- (g) 除在投標表格所顯示空位上填寫所需的資料和細節外，以及除獲准填寫或在技術建議書大綱及價格建議書大綱所顯示空位上填寫所需的資料和細節外，不得在本招標公告、投標表格、技術建議書大綱、價格建議書大綱或租約大綱中加插、刪除或改動任何條款或條件。如投標書就本招標公告、投標表格、技術建議書大綱、價格建議書大綱或租約大綱所載的任何條款或條件有所加插、刪除或改動，財政司司長法團有可能不考慮或評審任何不符合本段(第 4(g)段)所載規定的投標書。

5. 投標者提交的投標書獲接納後，其在技術建議書大綱第 1 段 A 部、B 部及 C 部提出並獲財政司司長法團接納的執行方案建議及創新建議，即視作納入並構成租約大綱的一部分。財政司司長法團保留權利，可因為任何建議或創新建議不符合或不遵守本招標公告所載任何規定，或因為完全由財政司司長法團酌情決定或認為恰當的任何其他理由，拒絕接納該等建議或創新建議。財政司司長法團就是否接納或拒絕建議或創新建議所作的決定屬最終決定及不可推翻，並對中標者具有約束力。中標者會獲政府產業署總產業經理書面通知獲財政司司長法團接納及視作納入並構成租約大綱一部分的建議及創新建議。

6. (a) 所有投標者須在截標前遞交全部所需資料及文件，包括但不限於本招標公告第 9 段所指的文件。財政司司長法團保留權利，可在截標後要求投標者就所需的資料及文件作補充說明，包括但不限於本招標公告第 9 段所指的文件、技術建議書大綱內執行方案建議及創新建議的證明文件及技術建議書大綱所述經驗的證明文件，並要求投標者在指定期間內向財政司司長法團遞交該等資料及文件。如沒有遞交所需的資料及文件，投標書會按已收到的資料及文件評審。為免生疑問，如投標者遞交技術建議書大綱的部分，或遞交局部填妥的技術建議書大綱，財政司司長法團不會就技術建議書大綱遺漏、略去或未填妥的任何部分或頁面要求補充說明。如財政司司長法團認為投標者在截標後遞交的任何補充說明、資料或文件會實質更改該投標者的投標書或令該投標者較其他投標者更具優勢，則財政司司長法團一概不會考慮該等補充說明、資料或文件。
- (b) 投標者擬連同投標書遞交的銀行本票或支票，款額須為港幣二十二萬元正(\$220,000)，支付予「香港特別行政區政府」，並由根據《銀行業條例》(第 155 章)第 16 條的規定獲妥為發牌的銀行發出。如遞交支票，須經付款銀行核證為有效，保證直到二零二四年十一月十日可獲兌現。財政司司長法團對投標書作出決定前，所有銀行本票或支票均不會兌現。中標者必須按租約大綱附表 4 特別條件第 6(a) 條規定，繳付以港幣計算相等於六個月建議租金的保證金。如投標書獲接納，隨投標書付上的銀行本票或支票會視作按規定繳付部分保證金。所有其他銀行本票及支票則會按投標書所載地址退回落選的投標者。財政司司長法團保留權利，可要求投標者就所遞交的銀行本票或支票作補充說明。如須就所遞交的銀行本票或支票作補充說明，投標者必須在要求補充說明的信件指明的日期前回覆；如該信件沒有指明日期，則須在該信件發出日期起計一個星期內回覆。在上述訂明時間內，如投標者沒有回覆要求補充說明的信件或依循該信件遞交符合本段(第 6(b)段)規定的銀行本票或支票，則財政司司長法團不會進一步考慮投標者提交的投標書。

7. 除夾附的租約大綱第 2(m)條另有規定外，投標者必須把該處所自用和經營業務，其投標書才會獲接納。投標者亦不得轉讓、分租、轉租、轉授或放棄管有該處所或其中任何部分或任何權益。
8. (a) 投標者如以附屬公司身分遞交投標書，須清楚註明其控權公司的名稱及通訊地址、聯絡人姓名、電話號碼及傳真號碼。
- (b) 以投標者身分簽署投標書的人，將被視作以主事人身分行事，除非他在投標表格內聲明僅為代理人。代理人須同時在投標表格內「投標者資料」C 部，說明主事人的姓名 / 名稱、地址及其聯絡人的姓名。
- (c) 投標者如為一人，投標書必須以該人獨資經營商號或業務的名義填寫。投標者如為多人，則投標書必須以他們合夥經營商號或業務的名義填寫。
- (d) 標書批出後，財政司司長法團可應公眾 / 傳媒的查詢，披露中標者及其控權公司(如有)的身分。財政司司長法團保留公布招標結果的權利，而無須事先獲得中標者或其控權公司(如有)同意。
9. (a) 投標者如以一人或多人的身分遞交投標書，須附上有效商業登記證副本，以及由稅務局局長發出載有該商號或業務獨資經營人或全體合夥人(視屬何情況而定)姓名的商業登記冊內資料摘錄核證本。
- (b) 投標者如以法團身分遞交投標書，須附上以下文件副本各一份：有效商業登記證、公司註冊證明書、組織章程細則、法團成立表格(如在遞交投標書當日仍未把法團的首份周年申報表送交公司註冊處存檔)，以及送交公司註冊處存檔載有公司全部現任股東及董事詳情的最近期周年申報表(如有)、更改公司秘書及董事通知書(如有)，以及更改公司秘書及董事詳情通知書(如有)。
10. (a) 如投標書獲接納，中標者即成為承租人。中標者將獲發信通知，通知信會按其遞交的投標表格所載地址以郵遞或專人派

遞方式送交中標者。中標者須在財政司司長法團發出通知後七個曆日內簽署租約及夾附的圖則(下稱「租約及夾附的圖則」)，或中標者如屬法團，以法團印章並根據中標者成立為法團所在地方的法律或另按適用的法律(須令政府產業署滿意)妥為簽立租約及夾附的圖則，並向財政司司長法團繳付根據租約及夾附的圖則應付的保證金餘數、首月租金及管理費。如獲選的投標書由代理人代主事人遞交，主事人須親身簽署或簽立租約及夾附的圖則。如獲選的投標書由合夥公司遞交，或由他人代合夥公司遞交，則租約及夾附的圖則須由每名合夥人簽署或簽立。如中標者未有在上述限期內簽署或簽立租約及夾附的圖則，或未有在上述限期內向財政司司長法團繳付保證金餘數、首月租金及管理費，則財政司司長法團可辦理或取消投標書。取消投標書後，隨相關獲選投標書付上作為繳付部分保證金的款項，將會全數充公，作為協定賠償金而不是作為罰款，但此舉不影響財政司司長法團就違約而提起損害賠償訴訟的權利。同時，財政司司長法團有權把該處所的租用權批予他人，或邀請投標，或在其認為適當的時候，以其認為適當的方式處置該處所。

- (b) 儘管本公告另有規定，財政司司長法團並非該處所的擁有人。憑藉日期為二零二四年五月十日的租契(如本招標公告附表 2 第 2 段所界定)，財政司司長法團已向香港房屋委員會(下稱「源頭出租人」)取得該處所的租契。因此，投標書的接納須受源頭租契規限。

11. 在中標者妥為簽署或簽立租約及夾附的圖則，並繳付前述規定的保證金餘數、首月租金及管理費後，該處所的管有權將於簽署或簽立租約及夾附的圖則當日起計三個曆月內給予中標者。政府產業署總產業經理會發信通知中標者給予該處所管有權的日期及租約生效日期。

12. 所有投標書由截標日期起至二零二四年十一月十日持續有效。在上述有效期屆滿前，投標書對投標者具有約束力，並可能隨時獲財政司司長法團接納。財政司司長法團會考慮並評審所有符合本招標公告內全部條款及規定的投標書。

13. (a) 標書批出前，投標者、其董事、僱員及代理人不得向政府產業署以外的任何人傳達建議租金的款額、與任何其他人訂立安排調整建議租金的款額、與任何其他人就他本人或該其他人應否投標訂立任何安排，或在投標過程中以任何方式與任何其他人串通。如投標者違反或未有遵守本段規定，或違反其在投標表格第 8 段作出的保證，在不影響投標者因該項違反或未有遵守規定而負上法律責任的原則下，政府產業署可把其投標書作廢而不支付任何補償。此外，投標者亦須承擔因投標書作廢所引致或附帶引起的一切開支，包括但不限於政府產業署是次招標工作及日後進行任何招標工作的費用和開支。

(b) 本招標公告第 13(a)段不適用於投標者為索取保險報價以計算建議租金而向其承保人或保險經紀發出受嚴格保密的通訊，以及為獲得其顧問或分判商協助擬備投標書而向他們發出受嚴格保密的通訊。

14. 投標者、其董事、僱員及代理人不得向政府產業署任何僱員提供任何利益(如《防止賄賂條例》(第 201 章)所界定)，作為該僱員在招標工作中給予協助或運用影響力，或曾經給予協助或運用影響力的誘因或報酬，或由於該僱員在招標工作中給予協助或運用影響力，或曾經給予協助或運用影響力而向他提供任何利益(如《防止賄賂條例》(第 201 章)所界定)。如投標者在關乎招標工作的事宜上觸犯該條例所訂的任何罪行，政府產業署可把其投標書作廢而不支付任何補償。此外，投標者亦須承擔因投標書作廢所引致或附帶引起的一切開支，包括但不限於政府產業署是次招標工作及日後進行任何招標工作的費用和開支。

15. 投標者須自行支付遞交投標書的費用和開支。財政司司長法團無須承擔投標者在截標之前或之後，以及在是次招標工作及日後進行的任何招標工作中，就其投標書或擬備或遞交投標書所招致的任何費用和開支，包括但不限於通訊或投標者出席簡報會、實地參觀或進行勘測的任何費用和開支。

16. 投標者須留意本招標公告附表2所訂明的附加條款及條件，特別是第2段所訂明的披露。
17. (a) 現建議所有投標者在二零二四年五月二十七日或之前與本招標公告第 20 段所提述的人員聯絡，並在遞交投標書前取得已繳妥影印費用的源頭租契副本，以供考慮。
- (b) 中標者須按該處所在給予該處所管有權當日的情況及狀況接收該處所。所有投標者請於遞交投標書之前，自費視察及勘測該處所，以確定該處所的實際狀況、情況或安全程度。投標者如欲實地視察該處所，須在二零二四年五月二十七日或之前與本招標公告第 20 段所提述的人員聯絡，以作安排。
18. 招標結果將於二零二四年十一月十日或之前公布。投標者如在該日仍未收到財政司司長法團通知，說明其投標書已獲接納，則可視其投標已經落選。
19. (a) 投標者除須提供其姓名 / 名稱及地址外，亦須提供其電話號碼、傳真號碼、電郵地址及商業登記號碼；投標者如屬獨資經營人 / 合夥人，亦須提供個別獨資經營人 / 合夥人的身分證明文件號碼；投標者如屬法團，則亦須提供其公司編號。如投標者未能提供上述資料，財政司司長法團可能無法考慮其投標書；
- (b) 政府產業署收集上述資料，旨在供財政司司長法團或政府用於考慮本投標書，並可供政府產業署作該用途，或轉交其他政府部門作該用途。此外，上述資料亦可在任何時間供財政司司長法團或政府用於考慮其他投標書，並可供政府產業署作該用途，或轉交其他政府部門作該用途；以及
- (c) 根據《個人資料(私隱)條例》(第 486 章)，個人有權要求查閱及改正其在投標表格內填報的個人資料。請按本招標公告第 20 段所載的地址，向政府產業署的個人資料(私隱)主任提出該等要求。

20. 如對是次招標有任何查詢，請聯絡：

香港九龍油麻地

海庭道 11 號

西九龍政府合署南座 9 樓

政府產業署

(經辦人：李秀芬女士

電話號碼：3842 6913 及

傳真號碼：2877 8993)

21. 財政司司長法團特此聲明：政府人員或政府產業署人員對有意投標者的查詢所作出的任何口頭或書面陳述及所採取的任何行動，均只作指引及參考之用。任何陳述不得視作構成本招標公告的一部分。該等陳述或行動亦不得據以或視作闡述、更改、否定、豁免或在其他方面修改本招標公告或租約大綱所臚列的任何條款或條件。

22. 招標過程受財政司司長法團內部監察，以確保有關標書妥善而公平地批出。投標者如相信其投標書未獲妥善而公平地評審，可致函政府產業署署長陳述事實及情況以支持其所信。政府產業署署長會親自審理申訴，並把涉及招標制度或隨後程序的申訴轉交有關投標委員會考慮。投標者須在標書批出後三(3)個月內提出申訴。

23. (a) 即使本招標公告有任何相反條文，財政司司長法團保留權利，在本招標公告第 4(e)段所述的截標時間後至投標書獲接納前，可隨時基於為公眾利益而不接納任何已提交的投標書或批出標書，或基於截標時間後相關規定或情況因運作或任何原因有變，取消本招標公告的招標工作。財政司司長法團就取消本招標公告招標工作所作的決定屬最終決定及不可推翻，並對投標者具有約束力。投標者無權因是次招標工作取消所引致或附帶引起的情況，向財政司司長法團申索任何形式的補償。

(b) 財政司司長法團有權在本招標公告的招標工作取消後就該處所重新安排招標工作。

24. (a) 本招標公告須受中華人民共和國香港特別行政區(下稱「香港」)的法律規管，並按照香港法律詮釋。投標者和財政司司長法團須同意就本招標公告所引致的任何事宜，接受香港法院的司法管轄權管轄。

(b) 投標書如獲接納，在本招標公告第 10(b)段的規限下，在妥為簽署或簽立租約及夾附的圖則之前，投標書連同接納書構成中標者與財政司司長法團之間具有約束力的協議。上述具有約束力的協議須受香港法律規管，並按照香港法律詮釋。中標者和財政司司長法團須同意就上述具有約束力的協議所引致的任何事宜，接受香港法院的司法管轄權管轄。

25. 即使招標公告有任何相反條文，財政司司長法團保留權利，基於下述情況取消投標者的資格：投標者或其主事人(如有)已經或正在、或有理由相信已經或正在作出任何行為或活動，有可能引致或構成危害國家安全的罪行或其他罪行；或為國家安全起見或為保障香港的公眾利益、社會道德、公共秩序或公眾安全，有需要取消投標者的資格。為免生疑問，本段「作出」一詞包括但不限於協助、教唆、慫恿或促致。財政司司長法團就取消投標者資格所作的決定屬最終決定及不可推翻，並對投標者具有約束力。

26. 此為本招標公告、各附表、技術建議書大綱、價格建議書大綱及投標表格的中文譯本。如對本招標公告、各附表、技術建議書大綱、價格建議書大綱及投標表格的詮釋有任何疑問或爭議，當以英文本所表達的財政司司長法團原意為準。

這是空白頁

## 附表 1

### 評分制度及評審準則

1. 技術建議書大綱的執行方案建議及創新建議和經驗(統稱「技術建議書」)，以及價格建議書大綱的價格建議(下稱「價格建議書」)，將會以 50:50 的比重評分。評審技術建議書完成後，才會進行評審價格建議書。投標書須經下列四個階段評審，只有通過第一階段完整及合規查核的投標書，才會進入第二、三及四階段進一步評審：

第一階段——就已提交的投標書進行完整及合規查核

第二階段——評審技術建議書

第三階段——評審價格建議書

第四階段——整體評審綜合得分

#### 2. 第一階段—就已提交的投標書進行完整及合規查核

查核所有已提交的投標書，以確定是否已遞交本招標公告所規定的文件及資料，以及符合本招標公告的規定。不符合本招標公告第 3(a)、3(b)及 4(e)段所載任何規定的投標書，財政司司長法團一概不予考慮。

#### 3. 第二階段—評審技術建議書

(a) 下表載列在評審技術建議書時採用的四項評審準則，以及每項評審準則的評分方法。評審技術建議書的最高總分為 100 分。每項評審準則不設及格分數。

評審準則		最高 得分	單位 得分 (M)	標準得分(S) (見本附表 第 3(c)段註 1 至註 4)					取得 分數 (M x S)
				4	3	2	1	0	
<b>第 I 部分：執行方案</b>									
(A)	管理、營運和應 變方案  (見本附表第 3(c) 段註 2)	40	10						
(B)	資源方案  (見本附表第 3(c) 段註 3)	25	6.25						
(C)	創新建議								
	(I) 可提高服務 效率、成效 及生產力的 支持創新建 議(下稱「支 持創新建 議」)  (見本附表第 3(c)段註 4)	15	5						

	(II) 可改善環境保護、可持續發展 (E) 或社會責任 (S) 或管治 (G) 的建議 (下稱「ESG 建議」)  (見本附表第 3(c) 段註 4)	5	1.667						
	<b>執行方案小計</b>	<b>85</b>							
<b>第 II 部分：經驗</b>									
(D)	投標者管理及營運收費公眾停車場的經驗  (見本附表第 3(c) 段註 5)	15	3.75						
	<b>總分</b>	<b>100</b>							

(b) 根據本附表第 3(a) 段取得最高總分並符合要求的投標書，在評審技術建議書中獲得的最高加權得分(下稱「加權技術得分」)為 50 分，其他符合要求投標書的加權技術得分，則按下列公式計算：

$$\text{加權技術得分} = 50 \times \frac{\text{經評審符合要求投標書根據本附表第 3(a) 段取得的總分}}{\text{在各符合要求投標書中根據本附表第 3(a) 段取得的最高總分}}$$

每份投標書的加權技術得分會調整至最接近小數點後兩個位。數字中如小數點後第三個位的數值大於或等於 0.005，調整方法是加 0.01，把分數調高，並略去小數點後第三個位起的數字；數字中如小數點後第三個位的數值小於 0.005，調整方法是略去小數點後第三個位起的數字，把分數調低，而小數點後第二個位的數值則維持不變。

(c) 本附表第 3(a)段所述適用於「第二階段—評審技術建議書」的註釋如下：

註 1

評審準則(A)、(B)及(D)的標準得分為 4 分、3 分、2 分、1 分或 0 分，評審準則(C)(I)及(C)(II)的標準得分則為 3 分、2 分、1 分或 0 分。

註 2

(i) 管理、營運和應變方案(下稱「管理營運應變方案」)包括下列三項建議：

1. 避免車輛在入閘口前排隊等候的交通管理安排，以及停車場營運，包括處理泊車票、收取泊車費、收取電動車充電費(包括充電費付款系統的推行計劃)、巡邏(包括巡視停車位指引系統和尋找車輛系統及相關設施)和進出管制(下稱「建議 A1」)；
2. 處理突發事件 / 意外(包括進出管制系統及收取泊車費和電動車充電設施使用費的付款系統失靈)及投訴(下稱「建議 A2」)；以及
3. 停車場的一般潔淨(包括清洗貯水箱和截油器)及維修程序(下稱「建議 A3」)。

(ii) 按照下列五級評分制，擬議管理營運應變方案的標準得分為 4 分、3 分、2 分、1 分或 0 分：

1. 如管理營運應變方案切實可行，建議 A1、建議 A2 和建議 A3 全部具備詳細資料，標準得分為 4 分。
2. 如管理營運應變方案切實可行，建議 A1、建議 A2 和建議 A3 中任何兩(2)項具備詳細資料，而其餘一項只有簡略資料，標準得分為 3 分。

3. 如管理營運應變方案切實可行，建議 A1、建議 A2 和建議 A3 中任何一(1)項具備詳細資料，而其餘兩項只有簡略資料，標準得分為 2 分。
4. 如管理營運應變方案切實可行，建議 A1、建議 A2 和建議 A3 全部只有簡略資料，標準得分為 1 分。
5. 如管理營運應變方案並不切實可行，或未有就建議 A1、建議 A2 和建議 A3 全部或其中任何一項提供資料，標準得分為 0 分。

財政司司長法團就管理營運應變方案是否切實可行，以及是否已就某項建議提供詳細資料或簡略資料或任何資料，所作的決定屬最終決定及不可推翻，並對投標者具有約束力。

- (iii) 財政司司長法團保留權利，可在截標後要求投標者就管理營運應變方案的證明文件作補充說明，並在指定期間內向財政司司長法團遞交該等證明文件。如財政司司長法團認為投標者在截標後遞交的任何補充說明或文件會實質更改該投標者的投標書或令該投標者較其他投標者更具優勢，則財政司司長法團一概不會考慮該等補充說明或文件。
- (iv) 投標者提交的投標書獲接納後，其獲財政司司長法團接納的建議，即視作納入並構成租約大綱的一部分。

### 註 3

(i) 資源方案包括下列三項建議：

1. 自租約所訂租用權生效後提供足夠及稱職員工管理及營運停車場的員工招聘 / 調配計劃及安排(下稱「建議 B1」)；
2. 自租約所訂租用權生效後調配足夠資源(包括設備、工具、儀器及軟件)管理及營運停車場的資源調配計劃及安排(下稱「建議 B2」)；以及

3. 供未能實施建議 B1 和建議 B2 所訂計劃時採用的應變計劃，或確保可透過其他途徑取得替代資源，以在租約所訂租用權生效時妥善開展停車場管理及營運的安排(下稱「建議 B3」)。
- (ii) 按照下列五級評分制，擬議資源方案的標準得分為 4 分、3 分、2 分、1 分或 0 分：
1. 如資源方案切實可行，建議 B1、建議 B2 和建議 B3 全部具備詳細資料，標準得分為 4 分。
  2. 如資源方案切實可行，建議 B1、建議 B2 和建議 B3 中任何兩(2)項具備詳細資料，而其餘一項只有簡略資料，標準得分為 3 分。
  3. 如資源方案切實可行，建議 B1、建議 B2 和建議 B3 中任何一(1)項具備詳細資料，而其餘兩項只有簡略資料，標準得分為 2 分。
  4. 如資源方案切實可行，建議 B1、建議 B2 和建議 B3 全部只有簡略資料，標準得分為 1 分。
  5. 如資源方案並不切實可行，或未有就建議 B1、建議 B2 和建議 B3 全部或其中任何一項提供資料，標準得分為 0 分。

財政司司長法團就資源方案是否切實可行，以及是否已就某項建議提供詳細資料或簡略資料或任何資料，所作的決定屬最終決定及不可推翻，並對投標者具有約束力。

- (iii) 財政司司長法團保留權利，可在截標後要求投標者就資源方案的證明文件作補充說明，並在指定期間內向財政司司長法團遞交該等證明文件。如財政司司長法團認為投標者在截標後遞交的任何補充說明或文件會實質更改該投標者的投標書或令該投標者較其他投標者更具優勢，則財政司司長法團一概不會考慮該等補充說明或文件。

(iv) 投標者提交的投標書獲接納後，其獲財政司司長法團接納的建議，即視作納入並構成租約大綱的一部分。

#### 註 4

(i) 創新建議包括下列兩項建議：

1. 與擬採購的服務直接相關、有助提供服務，並採用技術方法 / 安排 / 工作流程 / 方案 / 設備以提高服務效率、成效及生產力的支持創新建議，尤其在提供服務上務須以成效為本，以作出清晰可見的貢獻(最好可量化和可量度)。

- 應用新科技或以創新方法應用現有科技，協助發展智慧城市(例如利用流動應用程式發布停車場空置泊車位的實時資訊；以電子貨幣付款及管制出入閘口；採取便利電動車充電的措施(如適用))。

2. 可改善環境保護、可持續發展或管治或社會責任的 ESG 建議。改善 ESG 的措施 / 安排可以但無需與擬採購的服務直接相關，但可為財政司司長法團、政府或香港社會整體(特別是傷殘人士或更生人士)帶來正面價值或裨益。有關正面價值或裨益的例子可包括以下各項：

- 環境保護和可持續發展  
[例如推動減少耗用資源及廢物減量或循環再造(例如提供新環保措施等)]
- 社會責任  
[例如協助建立關愛社會(例如為長者、年輕人、傷殘人士及 / 或更生人士提供就業機會 / 在職培訓，並註明有關僱員類別的擬聘用人數或百分比)]

- 管治

上述例子並未盡列所有情況，單一項 ESG 建議可包括全部或任何一個上述例子。

(ii) 按照下列四級評分制，支持創新建議的標準得分為 3 分、2 分、1 分或 0 分：

1. 如提出五 (5) 項或以上有效和切實可行的支持創新建議，標準得分為 3 分。
2. 如提出三 (3) 至四 (4) 項有效和切實可行的支持創新建議，標準得分為 2 分。
3. 如提出一 (1) 至兩 (2) 項有效和切實可行的支持創新建議，標準得分為 1 分。
4. 如沒有提出有效和切實可行的支持創新建議，標準得分為 0 分。

財政司司長法團就支持創新建議是否有效和切實可行，以及可否為財政司司長法團、政府或香港社會帶來正面價值或裨益，所作的決定屬最終決定及不可推翻，並對投標者具有約束力。

(iii) 按照下列四級評分制，改善環境保護、可持續發展或社會責任或管治的 ESG 建議的標準得分為 3 分、2 分、1 分或 0 分：

1. 如提出三 (3) 項或以上切實可行和有效的 ESG 建議，標準得分為 3 分。
2. 如提出兩 (2) 項切實可行和有效的 ESG 建議，標準得分為 2 分。
3. 如提出一 (1) 項切實可行和有效的 ESG 建議，標準得分為 1 分。
4. 如沒有提出有效和切實可行的 ESG 建議，標準得分為 0 分。

財政司司長法團就 ESG 建議是否有效和切實可行以改善環境保護、可持續發展或社會責任或管治，以及可否為財政司司長法

團、政府或香港社會帶來正面價值或裨益，所作的決定屬最終決定及不可推翻，並對投標者具有約束力。

- (iv) 投標者無法推行或並非由投標者負責推行的任何創新建議，不會得分。
- (v) 性質相似的創新建議不論涉及多少項正面價值或裨益，在進行準則(C)(I)或(C)(II)的評審時均只會計算一次。為免生歧義，如在評審準則(C)(I)和(C)(II)下提出相同建議，該等建議會視作同一建議予以評分。財政司司長法團就創新建議是否性質相似，所作的決定屬最終決定及不可推翻，並對投標者具有約束力。
- (vi) 財政司司長法團保留權利，可在截標後要求投標者就創新建議的證明文件作補充說明，並在指定期間內向財政司司長法團遞交該等證明文件。如財政司司長法團認為投標者在截標後遞交的任何補充說明或文件會實質更改該投標者的投標書或令該投標者較其他投標者更具優勢，則財政司司長法團一概不會考慮該等補充說明或文件。
- (vii) 投標者提交的投標書獲接納後，其獲財政司司長法團接納的創新建議，即視作納入並構成租約大綱的一部分。

#### 註 5

- (i) 會根據投標者在緊接二零二四年六月十一日前五(5)年內，以收費公眾停車場業務經營者身分或服務提供者身管理及營運該(等)停車場的累計經驗進行評審。
- (ii) 按照下列五級評分制，標準得分為 4 分、3 分、2 分、1 分或 0 分：
  - 1. 如累計經驗達五(5)年，標準得分為 4 分。
  - 2. 如累計經驗達四(4)至少於五(5)年，標準得分為 3 分。
  - 3. 如累計經驗達三(3)至少於四(4)年，標準得分為 2 分。

4. 如累計經驗達兩(2)至少於三(3)年，標準得分為 1 分。
  5. 如累計經驗少於兩(2)年，標準得分為 0 分。
- (iii) 投標者須遞交證明文件詳細顯示其經驗，並在各方面令財政司司長法團滿意，否則投標者會被視為不具備管理及營運收費公眾停車場的經驗，標準得分為 0 分。如投標者只就部分經驗遞交證明文件，則財政司司長法團保留權利，只評審該部分經驗。財政司司長法團亦保留權利，可在截標後要求投標者就有關證明文件作補充說明，並在指定期間內向財政司司長法團遞交該等證明文件。如財政司司長法團認為投標者在截標後遞交的任何補充說明或證明文件會實質更改該投標者的投標書或令該投標者較其他投標者更具優勢，則財政司司長法團一概不會考慮該等補充說明或證明文件。
- (iv) 以下規定適用於評審投標者的經驗：
1. 投標者如屬合夥，只會計算其從該合夥獲取的經驗(而不計算任何個別合夥人的經驗)，但有關投標者必須已遞交證明文件，詳細顯示該合夥的相關經驗(須在各方面令財政司司長法團滿意)。
  2. 如投標者為有限公司，財政司司長法團可把持有該公司不少於百分之五十(50%)已發行股份的股東的經驗，計算為該公司具備的經驗，但有關投標者必須已遞交證明文件，詳細顯示該股東的相關經驗(須在各方面令財政司司長法團滿意)，以及儘管投標者或該股東在任何期間內可能另行具備管理及營運收費公眾停車場的經驗，但該段期間只會計算一次。
  3. 投標者在緊接二零二四年六月十一日前的五(5)年期間內，可斷續管理及營運收費公眾停車場以取得相關經驗。
  4. 累計經驗以曆日計算。如投標者的累計經驗達 365 日，會視為具備一(1)年累計經驗。

5. 管理及營運收費公眾停車場的經驗可以是在同一或不同停車場獲取。如有關經驗在不同停車場獲取，則在同一期間獲取的經驗只會計算一次。以下例子說明如何計算在不同停車場獲取的經驗：

例子：

停車場	管理及營運停車場的期間	計算可供評審經驗管理及營運停車場的期間	計算經驗日數
A	2013年4月16日至 2015年4月15日	2013年4月16日至 2015年4月15日	730
B	2014年10月1日至 2016年3月31日	2015年4月16日至 2016年3月31日	351 (2016年2月共有 29日)
C	2015年1月1日至 2016年12月31日	2016年4月1日至 2016年12月31日	275
合計：			1 356

6. 財政司司長法團就是否計算投標者在本項(第(iv)項)所述情況下的經驗，所作的決定屬最終決定及不可推翻，並對投標者具有約束力。

#### 4. 第三階段—評審價格建議書

在價格建議書大綱建議最高月租並符合要求的投標書，在評審價格建議書中獲得的最高加權得分(下稱「加權價格得分」)為50分，其他符合要求投標書的加權價格得分，則按下列公式計算：

$$\text{加權價格得分} = 50 \times \frac{\text{經評審符合要求投標書建議的月租}}{\text{在所有符合要求投標書中建議的最高月租}}$$

每份投標書的加權價格得分會調整至最接近小數點後兩個位。數字中如小數點後第三個位的數值大於或等於 0.005，調整方法是加 0.01，把分數調高，並略去小數點後第三個位起的數字；數字中如小數點後第三個位的數值小於 0.005，調整方法是略去小數點後第三個位起的數字，把分數調低，而小數點後第二個位的數值則維持不變。

#### 5. 第四階段—整體評審綜合得分

(a) 符合要求的投標書，所得綜合得分按下列公式計算：

$$\text{綜合得分} = \text{加權技術得分} + \text{加權價格得分}$$

(b) 綜合得分最高的投標書通常會獲推薦批予租約，但須獲財政司司長法團信納投標者在各方面(包括技術、商業及財政方面)均有能力履行租約，而獲推薦的投標書按投標書條文亦屬對財政司司長法團最為有利。然而，財政司司長法團不一定接納綜合得分最高的投標書或任何一份投標書。

## 附表 2

### 附加條款及條件

1. 投標者請注意：

- (a) 中標者須自費推行在技術建議書大綱第 1 段 A 部、B 部及 C 部提出並獲財政司司長法團接納的建議及創新建議，並令財政司司長法團滿意(財政司司長法團就此所作的決定屬最終決定及不可推翻，並對中標者具有約束力)。
- (b) 該處所的管理費現時定為每曆月約港幣 190,000 元。財政司司長法團可根據租約大綱第 2(i)(ii)條不時修訂有關費用。
- (c) 租約大綱附表 4 特別條件第(6)條載有條款及條件，規管中標者的保證金存放於財政司司長法團及在租約大綱所訂租約期滿或提早終止時退還上述保證金的事宜。具體而言，根據租約大綱附表 4 特別條件第(6)條，中標者繳付的保證金會存放於財政司司長法團，以保證租約大綱訂明的月租、差餉、電費、水費、管理費、稅項、評稅、關稅、費用及其他支出獲如期繳付，並保證財政司司長法團或政府已經或將會就任何處所向中標者批給任何其他租約或任何租契或牌照的任何其他協議(下稱「其他協議」)訂明的應繳牌照費、租金、差餉、電費、水費、管理費、稅項、評稅、關稅、費用及其他支出獲如期繳付，以及保證租約大綱及其他協議保留和載有的各項條文、條件、條款及規定，全部及個別獲妥為履行和遵守。在租約大綱所訂租約期滿或提早終止時，如有欠繳租約大綱所載的任何月租或差餉、電費、水費、管理費、稅項、評稅、關稅、費用及其他支出及其任何應繳利息，以及 / 或欠繳其他協議訂明的任何應繳牌照費、租金、差餉、電費、水費、管理費、稅項、評稅、關稅、費用及其他支出及其任何應繳利息，財政司司長法團或政府可把保證金用作繳付該等欠款，或如有任何違反租約大綱或其他協議所載條文、條

件、條款或規定的情況，財政司司長法團可把保證金用作補救違反的情況(在可能範圍內)，但此舉並不影響財政司司長法團可能就有關違反事項向中標者提出任何其他申索或補償，財政司司長法團亦只須向中標者支付上述保證金的餘額(如有)。

- (d) 根據租約大綱附表 4 特別條件第 24 條，粉紅色加黑圓圈範圍(如租約大綱附表 1 所界定)如供停泊由殘疾駕駛者所使用的一輛私家車(如《道路交通條例》(第 374 章)、任何據以訂立的規例和任何予以修訂的法例所界定)，中標者擬就此徵收的每小時及每月泊車費(視屬何情況而定)須為其就該處所內其他泊車位(如租約大綱附表 1 所界定)所徵收每小時及每月泊車費(視屬何情況而定)的百分之五十(50%)。為免生疑問，粉紅色加黑圓圈範圍如供停泊接載行動不便人士並由持有泊車證明書(如租約大綱附表 1 所界定)的駕駛者所使用的一輛私家車，中標者擬徵收的泊車費不得有所寬減，有關的每小時及每月泊車費(視屬何情況而定)須為中標者就該處所內其他泊車位徵收的每小時及每月泊車費(視屬何情況而定)。
- (e) 根據租約大綱附表 4 特別條件第 29(a)條，中標者須在該業務(如租約大綱第 2(c)條所界定)營運日期起為電動車輛及插電式混合動力車輛提供充電服務。中標者須按照租約大綱附表 4 特別條件第 29(b)條，以其訂定的收費或收費組合向充電設施(如租約大綱附表 4 特別條件第 29(a)條所界定)使用者徵收及收取費用。根據租約大綱附表 4 特別條件第 29(c)條，中標者須自費提供、安裝及保養充電付款系統(如租約大綱附表 4 特別條件第 29(c)(ii)條所界定)，以向充電設施使用者收取充電費，並在各方面令財政司司長法團滿意。充電付款設施的安裝工作須在生效日期起計或財政司司長法團指定的其他日期起計兩(2)個曆月內完成。為免生疑問，財政司司長法團並無義務就安裝充電付款系統提供任何電力及數據線接駁或安裝。

- (f) 根據租約大綱附表 4 特別條件第 30 條，中標者須自費安裝、操作、保養、維修及翻新租約大綱附表 6 所載列的電子付款系統 / 工具，或其他完全由財政司司長法團酌情規定及以書面批准的方法，並在各方面令財政司司長法團滿意，讓駕駛者可選擇以自動付款系統(如租約大綱附表 4 特別條件第 30(a)所界定)作為現金以外的付款方式，繳付該等泊車位的泊車費或根據租約大綱附表 4 特別條件第 29 條提供的充電服務所徵收的充電費。充電付款設施的安裝工作須在生效日期起計兩(2)個曆月內完成。為免生疑問，財政司司長法團並無義務就安裝自動付款系統提供任何電力及數據線接駁或安裝。
- (g) 根據租約大綱附表 4 特別條件第 33(a)條，中標者在該處所內開始經營該業務(如租約大綱第 2(c)條所界定)前，必須就該等泊車位擬徵收的泊車收費率(包括但不限於每小時、每月、每季(如租約大綱附表 4 特別條件第 33(b)條所述)或其他泊車收費)取得財政司司長法團書面批准。在事先取得財政司司長法團書面批准下(不得不合理地拒絕給予批准)，中標者可不時調整上述泊車收費。中標者不得徵收任何並非按財政司司長法團核准收費率釐定的泊車費。
- (h) 根據租約大綱附表 4 特別條件第 33(b)條，中標者須在粉紅色綴黑點範圍內預留十八(18)個泊車位，以供的士按季停泊(下稱「季泊」)，收費為港幣 2,250 元或運輸署署長(下稱「署長」)不時以書面通知中標者的一個或多個收費款額。為免生疑問，季泊是指由同一輛的士(中標者會登記其車輛登記號碼)在該三個月期間內在該處所停泊。署長保留權利，可修訂根據本特別條件的規定預留以供季泊的泊車位數目。署長就此所作的決定屬最終決定及不可推翻，並對中標者具有約束力。中標者無權就預留以供季泊的泊車位數目或季泊泊車收費有任何修訂而提出任何反對或終止本協議，亦不得由於或就上述修訂而蒙受或招致的任何損失、損害、不便或補償(不論性質為何)向財政司司長法團提出申索，而本協議訂明的應繳月租、差餉、管理

費、電費或其他費用或其中任何部分也不會減少、調低或停繳。

- (i) 根據租約大綱附表 4 特別條件第 34 條，中標者須確認知悉，在所訂立的租期內，該處所或該大樓或其中任何部分可能須進行若干建造、保養、維修、修訂、重建和糾正工程及任何其他工程，包括但不限於外牆、天台和簷篷(如有)翻新工程。中標者須依循和接受財政司司長法團就有關翻新工程所建議的臨時安排，並同意在該處所內或外或在該處所前豎設有關臨時構築物，以進行該處所、該大樓、該發展項目或其中任何部分的上述翻新工程。中標者亦須接受該處所的公用設施供應(包括但不限於供水、電力、空調、機械通風及照明)在有關翻新工程期間會受到臨時干擾，並同意不會要求財政司司長法團因上述翻新工程或任何其他相關工程直接或間接引致或與之有關的情況而對中標者、其僱員、承辦商、持牌人、訪客或受邀者造成或令其蒙受的任何煩擾、干擾、滋擾、損傷、損失或損害承擔法律責任或負上責任，亦不得因此而向財政司司長法團申索任何補償、租金減免或其他賠償。
- (j) 根據租約大綱附表 4 特別條件第 38 條，在該業務的開始經營日期或署長決定和指明的較遲日期(署長就此所作的決定屬最終決定及不可推翻，並對中標者具有約束力)起計 14 個曆日內，以及此後在整段所訂立的租期內，中標者須根據租約大綱附表 4 特別條件第 38(b)條自費向署長及公共資料入門網站「資料一線通」[data.gov.hk](http://data.gov.hk) 呈交與該等泊車位及其營運有關及相關的資料(如租約大綱附表 4 特別條件第 38(a)條所界定)，包括但不限於該等泊車位可用數目的資料及該等泊車位全滿的資料(下稱「泊位資訊」)，並在各方面令署長滿意。如用以發放空置泊車位資訊的資訊系統(包括泊車位資訊顯示面板)(如租約大綱附表 5 所列明)暫時故障，中標者須即時改以人手有效率地提供資訊。

- (k) 根據租約大綱第 2(t)條及附表 5，中標者須保存及保養業主提供的設備(如租約大綱第 2(b)條所界定)，並遵從租約大綱附表 5 訂明的規定。

2. 財政司司長法團特此披露：

- (a) 該處所的建造工程正在進行，並將於生效日期前完成。
- (b) 源頭出租人為該處所的擁有人。憑藉日期為二零二四年五月十日的源頭租契，財政司司長法團已向源頭出租人取得該處所的租契，並可根據該租契分租、特許或放棄管有該處所或其中任何部分予中標者，用作營運政府租契第 3.22 條所提述的公眾停車場(如租約大綱附表 1 所說明)。詳情請參閱租約大綱的敘文。
- (c) 租約大綱所訂租約的訂立須受源頭租契規限。中標者須根據租約大綱第 2(q)條在整段租約大綱所訂租期內遵守和遵從源頭租契所載的全部條款及條件。
- (d) 在該處所所在的發展項目完成建造工程後，該處所在有關該發展項目的公契及管理協議和將於土地註冊處開立的相應登記冊內的正式名稱和描述，或會與本招標公告所陳述者不同。
- (e) 源頭出租人最終或會根據政府租契第 3.22(d)條把該處所轉讓予財政司司長法團。在該情況發生後，根據租約大綱第 2(q)(vi)條，中標者須繼續遵守和遵從租約大綱和源頭租契的條款及條件，猶如源頭租契仍然生效，直至租約大綱所訂租期屆滿或提早終止。

這是空白頁

(放入信封 1 遞交)

附件 I

技術建議書大綱

1. 本人 / 我們提交下列建議、創新建議及資料，以供財政司司長法團(根據《財政司司長法團條例》(第 1015 章)成立的單一法團)(下稱「財政司司長法團」)評審：

第 I 部分：執行方案

A 部：管理、營運和應變方案

(a) 建議 A1

避免車輛在入閘口前排隊等候的交通管理安排，以及停車場營運，包括處理泊車票、收取泊車費、收取電動車充電費(包括充電費付款系統的推行計劃)、巡邏(包括巡視停車位指引系統和尋找車輛系統及相關設施)和進出管制的詳情

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(1)請說明建議如何切實可行。

(2)如欄位不敷應用，請另紙書寫，並標明「建議 A1」。

(b) 建議 A2

處理突發事件 / 意外(包括進出管制系統及收取泊車費和電動車充電設施使用費的付款系統失靈)及投訴的詳情

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(1)請說明建議如何切實可行。

(2)如欄位不敷應用，請另紙書寫，並標明「建議 A2」。

(c) 建議 A3

停車場的一般潔淨(包括清洗貯水箱和截油器)及維修程序詳情

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(1)請說明建議如何切實可行。

(2)如欄位不敷應用，請另紙書寫，並標明「建議 A3」。

B 部：資源方案

(a) 建議 B1

自租約所訂租用權生效後提供足夠及稱職員工管理及營運停車場的員工招聘 / 調配計劃及安排

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(1)請說明建議如何切實可行。

(2)如欄位不敷應用，請另紙書寫，並標明「建議 B1」。

(b) 建議 B2

自租約所訂租用權生效後調配足夠資源(包括設備、工具、儀器及軟件)管理及營運停車場的資源調配計劃及安排

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(1)請說明建議如何切實可行。

(2)如欄位不敷應用，請另紙書寫，並標明「建議 B2」。

(c) 建議 B3

供未能實施建議 B1 和建議 B2 所訂計劃時採用的應變計劃，或確保可透過其他途徑取得替代資源，以在租約所訂租用權生效時妥善開展停車場管理及營運的安排

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(1)請說明建議如何切實可行。

(2)如欄位不敷應用，請另紙書寫，並標明「建議 B3」。

**C 部： 創新建議**

**(I) 支持創新建議**

如投標者提出的支持創新建議多於五項，請就第六項及其後每項支持創新建議另紙書寫，並標明「支持創新建議」及該支持創新建議的項目號碼，以提供支持創新建議的詳情、可帶來的更高服務效率、成效及生產力簡介，以及推行方法。例如，在說明第六項支持創新建議的額外紙頁上標明「支持創新建議 6」。

**(a) 支持創新建議 1**

(i) 支持創新建議的詳情及可帶來的更高服務效率、成效及生產力簡介

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(ii) 推行方法

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*(1)如欄位不敷應用，請另紙書寫，並標明「支持創新建議 1」。*

**(b) 支持創新建議 2**

(i) 支持創新建議的詳情及可帶來的更高服務效率、成效及生產力簡介

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(ii) 推行方法

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*(1)如欄位不敷應用，請另紙書寫，並標明「支持創新建議 2」。*

**(c) 支持創新建議 3**

- (i) 支持創新建議的詳情及可帶來的更高服務效率、成效及生產力簡介

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- (ii) 推行方法

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*(1)如欄位不敷應用，請另紙書寫，並標明「支持創新建議 3」。*

**(d) 支持創新建議 4**

- (i) 支持創新建議的詳情及可帶來的更高服務效率、成效及生產力簡介

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- (ii) 推行方法

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*(1)如欄位不敷應用，請另紙書寫，並標明「支持創新建議 4」。*

**(e) 支持創新建議 5**

- (i) 支持創新建議的詳情及可帶來的更高服務效率、成效及生產力簡介

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- (ii) 推行方法

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*(1)如欄位不敷應用，請另紙書寫，並標明「支持創新建議 5」。*

**(II) ESG 建議**

如投標者提出的 ESG 建議多於三項，請就第四項及其後每項 ESG 建議另紙書寫，並標明「ESG 建議」及該 ESG 建議的項目號碼，以提供有關建議的詳情、可為財政司司長法團、中華人民共和國香港特別行政區政府(下稱「政府」)或香港社會整體帶來的正面價值 / 裨益簡介，以及推行方法。例如，在說明第四項 ESG 建議的額外紙頁上標明「ESG 建議 4」。

**(a) ESG 建議 1 :**

- (i) 有關建議的詳情及可為財政司司長法團、政府或香港社會整體帶來的正面價值 / 裨益簡介

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- (ii) 推行方法

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*(1) 如欄位不敷應用，請另紙書寫，並標明「ESG 建議 1」。*

**(b) ESG 建議 2 :**

- (i) 有關建議的詳情及可為財政司司長法團、政府或香港社會整體帶來的正面價值 / 裨益簡介

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- (ii) 推行方法

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*(1) 如欄位不敷應用，請另紙書寫，並標明「ESG 建議 2」。*

(c) **ESG 建議 3 :**

- (i) 有關建議的詳情及可為財政司司長法團、政府或香港社會整體帶來的正面價值 / 裨益簡介

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- (ii) 推行方法

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*(1) 如欄位不敷應用，請另紙書寫，並標明「ESG 建議 3」。*

## 第 II 部分：經驗

### D 部：投標者管理及營運收費公眾停車場的經驗

本人 / 我們在緊接二零二四年六月十一日前的五(5)年期間內，  
具備以下管理及營運收費公眾停車場的經驗：

曾管理及營運的 停車場簡介 (包括名稱及地址)	投標者以業務經營者身分 抑或服務提供者身分 管理及營運停車場	管理及營運 停車場的時期 (開始及完結日期)
(a)		
(b)		
(c)		
(d)		
(e)		

(1) 如欄位不敷應用，請另紙書寫，並標明「經驗」。

2. 本人 / 我們現就下列建議及創新建議附上證明文件，以供財政司司長法團評審：

A 部：管理、營運和應變方案

(a)	建議 A1	
(b)	建議 A2	
(c)	建議 A3	

B 部：資源方案

(a)	建議 B1	
(b)	建議 B2	
(c)	建議 B3	

C 部：創新建議

(I)：可提高服務效率、成效及生產力的支持創新建議

(a)	支持創新建議 1	
(b)	支持創新建議 2	
(c)	支持創新建議 3	
(d)	支持創新建議 4	
(e)	支持創新建議 5	
(f)	其他支持創新建議：	

(II)：可為財政司司長法團、政府或香港社會整體帶來正面價值或裨益的 ESG 建議

(a)	ESG 建議 1	
(b)	ESG 建議 2	
(c)	ESG 建議 3	
(d)	其他 ESG 建議：	

(1)如有就某項建議 / 支持創新建議 / ESG 建議提供證明文件，請在相關建議的右方欄填寫「有」；否則請填寫「沒有」。投標者如沒有就某項建議 / 支持創新建議 / ESG 建議填寫「有」或「沒有」，會被視作沒有就該項建議 / 支持創新建議 / ESG 建議提供任何證明文件。

(2)請在證明文件上標明所屬的建議 / 支持創新建議 / ESG 建議。

(3)如提出的支持創新建議多於 5 項，請就第六項及其後每項支持創新建議在 C(I)部(f)列提供所要求的資料，即(i)在第二欄填寫所提出支持創新建議的項目號碼(例如填寫「6」代表支持創新建議 6)，以及(ii)在第三欄填寫「有」或「沒有」。

(4) 如提出的 ESG 建議多於 3 項，請就第四項及其後每項 ESG 建議在 C(II)部(d)列提供所要求的資料，即(i)在第二欄填寫所提出 ESG 建議的項目號碼(例如填寫「4」代表 ESG 建議 4)，以及(ii)在第三欄填寫「有」或「沒有」。

3. 本人 / 我們現就所具經驗附上下列證明文件，以供財政司司長法團評審：

D 部：管理及營運收費公眾停車場的經驗

(a)	
(b)	
(c)	
(d)	
(e)	

(1) 如欄位不敷應用，請另紙書寫，並標明「經驗證明文件清單」。

(2) 請臚列及提供證明文件，可包括(但不限於)商業登記證副本、顯示相關停車場業權或租約的證明(如投標者以業務經營者身分管理及營運停車場)，或**完整**的服務合約副本或客戶推薦信(如投標者以服務提供者身分管理及營運停車場)。

日期：二零二四年\_\_\_\_月\_\_\_\_日

投標者姓名 / 名稱：\_\_\_\_\_

技術建議書大綱

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附件 II

價格建議書大綱

處所詳情	租期及 生效日期	固定月租* (港幣)	處所用途
香港新界上水 新運路粉嶺上 水市地段第 301 號之內 的一幢大樓地 下、閣樓、1 樓、2 樓、3 樓、4 樓、5 樓、6 樓、7 樓及 8 樓各 部分地方(下 稱「該處所」) 。位置於招標 公告夾附租約 大綱附表 1 具 體說明	租期為三(3) 年，由政府產 業署總產業經 理指定的日期 起生效		按租約大綱附表 1 規定用作經營收費 公眾停車場，只供 私家車、客貨車、 的士及輕型貨車停 泊

\*不包括差餉、電費、水費、管理費、費用及任何其他支出

日期：二零二四年 \_\_\_\_\_ 月 \_\_\_\_\_ 日

投標者如屬獨資經營或合夥，獨資經營人或全體合夥人必須於下表簽署：

獨資經營人 / 合夥人姓名	簽署

見證人簽署： \_\_\_\_\_

見證人姓名(請用正楷填寫)： \_\_\_\_\_

職業： \_\_\_\_\_

地址： \_\_\_\_\_

\_\_\_\_\_

或 投標者如屬法團：

投標者印章及(各)獲授權人簽署 / 投標者按照《公司條例》(第 622 章)第 127(3)及 127(5)條的規定簽立：

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(各)獲授權人姓名(請用正楷填寫)及其職位：

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見證人簽署：

見證人姓名(請用正楷填寫)：

職業：

地址：

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價格建議書大綱

- 完 -

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(放入信封 1 遞交)

附件 III

GPA N22408

投標表格

投標承投香港新界上水新運路粉嶺上水市地段第 301 號  
之內的一幢大樓地下、閣樓、1 樓、2 樓、3 樓、  
4 樓、5 樓、6 樓、7 樓及 8 樓各部分地方的  
收費公眾停車場租用權

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(招標編號：GPA N22408)

現按照前述的招標公告及其夾附租約大綱(下稱「租約大綱」)所臚列的條款及條件，並以下文指明的固定月租，就一塊或一幅土地即香港新界上水新運路粉嶺上水市地段第 301 號之內的一幢大樓地下、閣樓、1 樓、2 樓、3 樓、4 樓、5 樓、6 樓、7 樓及 8 樓各部分地方(下稱「該處所」)租用權遞交投標書。該處所的位置於租約大綱附表 1 具體說明，並在夾附的圖則(圖則編號：GPA N22408-1、GPA N22408-2、GPA N22408-3、GPA N22408-4、GPA N22408-5、GPA N22408-6、GPA N22408-7、GPA N22408-8、GPA N22408-9、GPA N22408-10 及 GPA N22408-11)內以粉紅色、粉紅色綴黑點、粉紅色加黑圓圈、粉紅色綴黑斜線、粉紅色綴黑交叉線及粉紅色綴黑波紋標示。

致：香港北角

渣華道 333 號

北角政府合署地下

政府物流服務署

開標委員會主席

本人 / 我們

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(投標者姓名或名稱)

地址為

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(投標者地址)

經細讀前述的招標公告及租約大綱，並審閱租約大綱夾附的圖則(圖則編號：GPA N22408-1、GPA N22408-2、GPA N22408-3、GPA N22408-4、GPA N22408-5、GPA N22408-6、GPA N22408-7、GPA N22408-8、GPA N22408-9、GPA N22408-10及GPA N22408-11)，現建議按照該招標公告及租約大綱所臚列的條款及條件，以本人/我們在所提交價格建議書大綱所指明的固定月租(不包括差餉、電費、水費、管理費、費用及任何其他支出)，向財政司司長法團(根據《財政司司長法團條例》(第1015章)成立的單一法團)(下稱「財政司司長法團」)承租該處所。租期為三(3)年，由政府產業署總產業經理指定的日期起生效。

1A. 本人/我們完全知悉招標公告附表2第2段所載列財政司司長法團的披露。

2. 本投標書如獲接納，在本招標公告第10(b)段的規限下，在妥為簽署或簽立租約及夾附的圖則之前，本投標書連同接納書構成本人/我們與財政司司長法團之間具有約束力的協議。本人/我們同意，上述具有約束力的協議須受中華人民共和國香港特別行政區(下稱「香港」)的法律規管，並按照香港法律詮釋。本人/我們同意就上述具有約束力的協議所引致的任何事宜，接受香港法院的司法管轄權管轄。

3. 現按前述招標公告第6(b)段所述，附上港幣二十二萬元正(HK\$220,000)的銀行本票，支付予「香港特別行政區政府」，付款銀行為根據《銀行業條例》(第155章)第16條的規定獲妥為發牌的銀行。本人/我們的投標書如獲接納，該筆款項將用以繳付部分保證金。/現按前述招標公告第6(b)段所述，附上港幣二十二萬元正(HK\$220,000)的支票，支付予「香港特別行政區政府」，經付款銀行(根據《銀行業條例》(第155章)第16條的規定獲妥為發牌的銀行)核證為有效，保證直到二零二四年十一月十日可獲兌現。本人/我們的投標書如獲接納，該筆款項將用以繳付部分保證金。

4. 本人/我們明白，財政司司長法團保留權利，可按前述招標公告第2段所述，與任何投標者商議批出租約的條款及條件，以及該處所只限作租約大綱附表1所註明的用途。

5. 本人 / 我們明白，本投標書如獲接納，本人 / 我們在技術建議書大綱第 1 段 A 部、B 部及 C 部提出並獲財政司司長法團接納的執行方案建議及創新建議，即視作納入並構成本人 / 我們將會簽署或簽立的租約的一部分。

6. (a) 本人 / 我們明白，財政司司長法團保留權利，可按前述招標公告第 8(d) 段所述，披露中標者及其控權公司(如有)的身分，並公布招標結果。

(b) 本人 / 我們同意，財政司司長法團及其人員可使用依據前述招標公告第 19(a) 段所收集的資料，以及有關本人 / 我們過往、現在或將來履行或違反任何財政司司長法團及中華人民共和國香港特別行政區政府(下稱「政府」)土地或處所牌照或租約條款及條件的資料，供財政司司長法團用於考慮本投標書；政府產業署可使用該等資料作該用途，並可轉交其他政府部門作該用途；本人 / 我們亦同意，該等資料可在任何時間供財政司司長法團或政府用於考慮其他投標書，並可供政府產業署作該用途，或轉交其他政府部門作該用途。

(c) 本人 / 我們亦確認，為免生疑問及就《個人資料(私隱)條例》(第 486 章)或其他方面而言，前述招標公告第 19 段及本投標表格第 6 段所載規定，包括當中所聲明的同意，即使本投標書不獲財政司司長法團接納，仍繼續具有十足效力及作用。如投標書獲財政司司長法團接納，上述規定及同意在租約簽立後及在租期過後仍然有效，並且儘管有關租約期滿或終止，仍繼續具有十足效力及作用。

7. 本人 / 我們同意，直到二零二四年十一月十日為止，財政司司長法團可隨時接納本人 / 我們的投標書；本人 / 我們並須受前述招標公告的條款及條件約束。

8. (a) 本人 / 我們保證，截至本日，除下文第 8(c)段所指的豁免通訊外，本人 / 我們和本人 / 我們的董事、僱員及代理人並沒有：

(i) 向任何人傳達建議租金的款額；

- (ii) 與任何人訂立安排調整建議租金的款額；
  - (iii) 與任何人就本人 / 我們或該其他人應否投標訂立任何安排；或
  - (iv) 在其他方面以任何方式與任何人串通。
- (b) 本人 / 我們保證，由本日至標書批出期間的任何時間，除豁免通訊外，本人 / 我們和本人 / 我們的董事、僱員及代理人不會：
- (i) 向政府產業署以外的任何人傳達建議租金的款額；
  - (ii) 與任何人訂立安排調整建議租金的款額；
  - (iii) 與任何人就本人 / 我們或該其他人應否投標訂立任何安排；或
  - (iv) 在其他方面以任何方式與任何人串通。
- (c) 「豁免通訊」一詞指本人 / 我們的董事、僱員及代理人：
- (i) 為索取保險報價以計算建議租金而向本人 / 我們的承保人或保險經紀發出受嚴格保密的通訊；以及
  - (ii) 為獲得本人 / 我們的顧問或分判商協助擬備投標書而向他們發出受嚴格保密的通訊。

日期：二零二四年 \_\_\_\_月 \_\_\_\_日

投標者如屬獨資經營或合夥，獨資經營人或全體合夥人必須於下表簽署：

獨資經營人 / 合夥人姓名	簽署

見證人簽署： \_\_\_\_\_

見證人姓名(請用正楷填寫)： \_\_\_\_\_

職業： \_\_\_\_\_

地址： \_\_\_\_\_

\_\_\_\_\_

或 投標者如屬法團：

投標者印章及(各)獲授權人簽署 / 投標者按照《公司條例》(第 622 章)第 127(3)及 127(5)條的規定簽立：

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(各)獲授權人姓名(請用正楷填寫)及其職位：

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見證人簽署： \_\_\_\_\_

見證人姓名(請用正楷填寫)： \_\_\_\_\_

職業： \_\_\_\_\_

地址： \_\_\_\_\_

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### 投標者資料

(投標者如屬獨資或合夥經營商號或業務人士，須填寫 A 部。投標者如屬法團，則須填寫 B 部。投標者如以代理人身分行事，除須填寫 A 部或 B 部(視屬何情況而定)外，亦須填寫 C 部。)

**A 部** (填寫本部前，請先閱讀以下附註。)

投標者如屬獨資經營，本投標書必須以獨資經營人的名義填寫；如屬合夥，則須以全體合夥人的名義填寫。並非法團的商號或業務，須隨本投標表格付上**有效**商業登記證副本，以及由稅務局局長發出載有該商號或業務獨資經營人或全體合夥人(視屬何情況而定)姓名的商業登記冊內資料摘錄核證本。

獨資經營人 / 全體合夥人：

1.

姓名(請用正楷填寫)	香港身份證號碼
電話 / 流動電話 / 傳真號碼 / /	電郵地址
住址	

2.

姓名(請用正楷填寫)	香港身份證號碼
電話 / 流動電話 / 傳真號碼 / /	電郵地址
住址	

3.

姓名(請用正楷填寫)	香港身份證號碼
電話 / 流動電話 / 傳真號碼 / /	電郵地址
住址	

4.

姓名(請用正楷填寫)	香港身份證號碼
電話 / 流動電話 / 傳真號碼 / /	電郵地址
住址	

在中華人民共和國香港特別行政區以下列名稱經營業務：

商號 / 業務名稱： \_\_\_\_\_

商號 / 業務地址： \_\_\_\_\_

商業登記號碼： \_\_\_\_\_

**B 部** (填寫本部前，請先閱讀以下附註。)

投標者須隨本投標表格附上以下文件副本各一份：**有效商業登記證**、**公司註冊證明書**、**組織章程細則**、**法團成立表格**(如在遞交投標書當日仍未把法團的首份周年申報表送交公司註冊處存檔)，以及送交公司註冊處存檔載有公司全部現任股東及董事詳情的最近期周年申報表(如有)、**更改公司秘書及董事通知書**(如有)，以及**更改公司秘書及董事詳情通知書**(如有)。投標者必須在當局提出要求時，出示上述文件正本，以供查閱。此外，請參閱前述招標公告第 8 及 9 段。

公司編號： \_\_\_\_\_

投標者註冊辦事處： \_\_\_\_\_

商業登記號碼： \_\_\_\_\_

聯絡人姓名(請用正楷填寫)： \_\_\_\_\_

電話號碼： \_\_\_\_\_ 傳真號碼： \_\_\_\_\_

電郵地址： \_\_\_\_\_

控權公司名稱(如適用)： \_\_\_\_\_

控權公司地址(請用正楷填寫)： \_\_\_\_\_

聯絡人姓名(請用正楷填寫)： \_\_\_\_\_

電話號碼： \_\_\_\_\_ 傳真號碼： \_\_\_\_\_

電郵地址： \_\_\_\_\_

**C 部** (填寫本部前，請先閱讀以下附註。)

投標者須隨本投標表格附上相關代理協議副本或由投標者的主事人發出的確認書副本，以證明投標者以代理人身分代表該主事人向財政司司長法團遞交投標書，以及處理附帶事宜。投標者必須在當局提出要求時，出示上述文件正本，以供查閱。此外，請參閱前述招標公告第 8(b)段。

主事人姓名 / 名稱： \_\_\_\_\_

主事人地址(請用正楷填寫)： \_\_\_\_\_

聯絡人姓名(請用正楷填寫)： \_\_\_\_\_

電郵地址： \_\_\_\_\_

**提供個人資料**

藉本投標表格收集的個人資料，會按前述招標公告第 19 段及本投標表格第 6 段所述般使用，並可能向其他政府部門披露。如欲根據《個人資料(私隱)條例》(第 486 章)查閱或改正本投標表格內所填報的個人資料，請按前述招標公告第 20 段所載的地址，與政府產業署的個人資料(私隱)主任聯絡。

投標表格

- 完 -

### **Checklist for Preparation and Submission of Tender**

Please note that this checklist is for guidance and reference purposes only to facilitate the preparation and submission of the tenders and shall not be deemed to form part of the Tender Notice, the Form of Tender, the Form of Tenancy Agreement or the tender submission of the tenderers. The Financial Secretary Incorporated, a corporation sole incorporated under and by virtue of the Financial Secretary Incorporation Ordinance (Cap. 1015) (hereinafter referred to as “FSI”) shall not be liable for any expenses, costs, loss or damages incurred or suffered by the tenderers as a result of or incidental to their having relied on this checklist for preparing and submitting their tenders. Nothing in this checklist shall prejudice or affect the rights and interests of the FSI in this tender or shall have the effect of overriding, amplifying, altering, negating, waiving, supplementing or otherwise varying any of the terms or conditions of the Tender Notice, the Form of Tender, the Form of Tenancy Agreement or the tender submission of the tenderers. A Chinese translation of this checklist is attached. In the event of any doubt or dispute in the interpretation of this checklist, the English version shall prevail.

	Action	Reference in the Tender Notice
<b>(A)</b>	<b>COMPLETION OF TENDER DOCUMENTS</b>	
(i)	If submitted, <b><u>COMPLETE</u></b> the Form of Technical Proposal at Annex I to the Tender Notice (“Form of Technical Proposal”) <b><u>IN DUPLICATE</u></b> and <b><u>ATTACH</u></b> to the Form of Technical Proposal the supporting documents and documentary proof referred to in paragraphs 2 and 3 of the Form of Technical Proposal (“ <b>Document I</b> ”)	Paragraphs 3(d)(i) and 3(d)(ii) of the Tender Notice and Annex I to the Tender Notice
(ii)	<b><u>COMPLETE and SIGN</u></b> the Form of Tender at Annex III to the Tender Notice <b><u>IN DUPLICATE</u></b> and <b><u>ENCLOSE</u></b> with the Form of Tender the documents referred to in the Information of tenderer in the Form of Tender where applicable (“ <b>Document II</b> ”)	Paragraphs 3(a)(ii), 3(b), 8(a), 8(b), 8(c), 9 and 19(a) of the Tender Notice and Annex III to the Tender Notice

(iii)	<p>Prepare a cashier's order or a cheque for the amount of <b><u>Dollars Two Hundred and Twenty Thousand only (HK\$220,000) in Hong Kong currency</u></b> made payable to "The Government of the Hong Kong Special Administrative Region" and issued by a bank which shall be a bank duly licensed under Section 16 of the Banking Ordinance (Cap. 155). If a cheque is submitted, it must be certified good by the bank on which it is drawn for payment up to the 10th day of November of 2024 ("<b>Document III</b>")</p>	<p>Paragraphs 3(a)(iii) and 6(b) of the Tender Notice</p>
(iv)	<p><b><u>COMPLETE and SIGN</u></b> the Form of Price Proposal at Annex II to the Tender Notice <b><u>IN DUPLICATE</u></b> ("<b>Document IV</b>")</p>	<p>Paragraph 3(a)(i) of the Tender Notice and Annex II to the Tender Notice</p>
<b>(B)</b>	<b>PREPARATION OF TENDER</b>	
(i)	<p><b><u>The first envelope - Envelope 1</u></b></p> <p>(I) Prepare an envelope EITHER</p> <p>(1) clearly marked "Envelope 1 – Technical Proposal for Tender for a Tenancy of a Fee-paying Public Car Park on Portions of the Ground Floor, Level Mezzanine, Level 1, Level 2, Level 3, Level 4, Level 5, Level 6, Level 7 and Level 8 of a building within Fanling Sheung Shui Town Lot No. 301, San Wan Road, Sheung Shui, New Territories, Hong Kong (Tender Reference No. GPA N22408)" on the outside of the envelope</p> <p>OR</p> <p>(2) with Tender Label 1 attached to this Checklist affixed on the outside of the envelope</p> <p>(II) Put into and enclose in Envelope 1 <b><u>Document I (if submitted), Document II and Document III</u></b> (referred to in (A) above)</p>	<p>Paragraphs 4(a) and 4(b) of the Tender Notice</p>

	(III) Seal Envelope 1	
(ii)	<p><b><u>The second envelope - Envelope 2</u></b></p> <p>(I) Prepare an envelope EITHER (1) clearly marked “Envelope 2 – Price Proposal for Tender for a Tenancy of a Fee-paying Public Car Park on Portions of the Ground Floor, Level Mezzanine, Level 1, Level 2, Level 3, Level 4, Level 5, Level 6, Level 7 and Level 8 of a building within Fanling Sheung Shui Town Lot No. 301, San Wan Road, Sheung Shui, New Territories, Hong Kong (Tender Reference No. GPA N22408)” on the outside of the envelope OR (2) with Tender Label 2 attached to this Checklist affixed on the outside of the envelope</p> <p>(II) Put into and enclose in Envelope 2 <b><u>Document IV</u></b> (referred to in (A) above)</p> <p>(III) Seal Envelope 2</p>	Paragraphs 4(a) and 4(c) of the Tender Notice
(iii)	<p><b><u>The third envelope - Envelope 3</u></b></p> <p>(I) Prepare a third envelope EITHER (1) addressed to “The Chairman, Tender Opening Committee, Government Logistics Department” and clearly marked “Tender for a Tenancy of a Fee-paying Public Car Park on Portions of the Ground Floor, Level Mezzanine, Level 1, Level 2, Level 3, Level 4, Level 5, Level 6, Level 7 and Level 8 of a building within Fanling Sheung Shui Town Lot No. 301, San Wan Road, Sheung Shui, New Territories, Hong Kong (Tender Reference No. GPA N22408)” on the outside of the envelope</p>	Paragraph 4(d) of the Tender Notice

	<p>OR</p> <p>(2) with Tender Label 3 attached to this Checklist affixed on the outside of the envelope.</p> <p>(II) Put into and enclose in the third envelope <b><u>the sealed Envelope 1</u></b> (prepared in accordance with (B)(i) above) <b><u>and the sealed Envelope 2</u></b> (prepared in accordance with (B)(ii) above)</p>	
<b>(C)</b>	<b>SUBMISSION OF TENDER</b>	
	<p>Place the third envelope (prepared in accordance with (B) above) in the Government Logistics Department Tender Box situate on the Ground Floor, North Point Government Offices, 333 Java Road, North Point, Hong Kong before 12:00 noon on the 11th day of June 2024</p>	<p>Paragraph 4(e) of the Tender Notice</p>

**Tender Label 1**

Envelope 1 – Technical Proposal for Tender for a Tenancy  
of a Fee-Paying Public Car Park  
on Portions of the Ground Floor, Level Mezzanine,  
Level 1, Level 2, Level 3, Level 4, Level 5, Level 6, Level 7  
and Level 8 of a building within  
Fanling Sheung Shui Town Lot No. 301,  
San Wan Road, Sheung Shui, New Territories, Hong Kong  
(Tender Reference No. GPA N22408)

**Tender Label 2**

Envelope 2 – Price Proposal for Tender for a Tenancy of a  
Fee-Paying Public Car Park  
on Portions of the Ground Floor, Level Mezzanine,  
Level 1, Level 2, Level 3, Level 4, Level 5, Level 6, Level 7  
and Level 8 of a building within  
Fanling Sheung Shui Town Lot No. 301,  
San Wan Road, Sheung Shui, New Territories, Hong Kong  
(Tender Reference No. GPA N22408)

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**Tender Label 3**

To: The Chairman, Tender Opening Committee,  
Government Logistics Department  
Tender for a Tenancy of a Fee-Paying Public Car Park  
on Portions of the Ground Floor, Level Mezzanine,  
Level 1, Level 2, Level 3, Level 4, Level 5, Level 6, Level 7  
and Level 8 of a building within  
Fanling Sheung Shui Town Lot No. 301,  
San Wan Road, Sheung Shui, New Territories, Hong Kong  
(Tender Reference No. GPA N22408)

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**擬備及遞交投標書注意事項清單**

請注意，本清單只作指引及參考之用，以助擬備及遞交投標書，不得視作構成招標公告、投標表格、租約大綱或投標者所提交投標書的一部分。投標者因依據本清單以擬備及遞交投標書所引致或附帶引起的情況而招致或蒙受的任何開支、費用、損失或損害，財政司司長法團(根據及憑藉《財政司司長法團條例》(第 1015 章)成立的單一法團)(下稱「財政司司長法團」)一概不負任何法律責任。本清單不會損害或影響財政司司長法團在是次招標的權益，亦不會凌駕、闡釋、更改、否定、豁免、補充或在其他方面修改招標公告、投標表格、租約大綱或投標者所提交投標書載列的任何條款或條件。本文為清單的中文譯本。如對本清單的詮釋有任何疑問或爭議，當以英文本為準。

	應辦事項	招標公告相關參考資料
(A)	<b>填寫招標文件</b>	
(i)	如遞交招標公告附件 I 技術建議書大綱，須 <u>填寫一式兩份</u> ，並 <u>夾附</u> 技術建議書大綱第 2 及 3 段所提述的證明文件(「文件 I」)	招標公告第 3(d)(i) 及 3(d)(ii)段，以及招標公告附件 I
(ii)	<u>填寫及簽署</u> 招標公告附件 III 投標表格， <u>一式兩份</u> ，並 <u>夾附</u> 投標表格內投標者資料部分所提述的文件(如適用)(「文件 II」)	招標公告第 3(a)(ii)、3(b)、8(a)、8(b)、8(c)、9 及 19(a)段，以及招標公告附件 III

(iii)	準備面額相等於 <b>港幣二十二萬元正 (HK\$220,000)</b> 的銀行本票或支票，支付予「香港特別行政區政府」，而該銀行本票或支票須由根據《銀行業條例》(第 155 章)第 16 條的規定獲妥為發牌的銀行發出。如遞交支票，須經付款銀行核證為有效，保證直到二零二四年十一月十日可獲兌現(「 <b>文件 III</b> 」)	招標公告第 3(a)(iii) 及 6(b)段
(iv)	<b>填寫及簽署</b> 招標公告附件 II 價格建議書大綱， <b>一式兩份</b> (「 <b>文件 IV</b> 」)	招標公告第 3(a)(i)段及招標公告附件 II
<b>(B)</b>	<b>擬備投標書</b>	
(i)	<b>第一個信封——信封 1</b>  (I) 預備一個信封 (1) 信封面清楚註明「信封 1——投標承投香港新界上水新運路粉嶺上水市地段第 301 號之內的一幢大樓地下、閣樓、1 樓、2 樓、3 樓、4 樓、5 樓、6 樓、7 樓及 8 樓各部分地方的收費公眾停車場租用權的技術建議書(招標編號：GPA N22408)」  或 (2) 在信封面貼上本清單夾附的投標標貼 1  (II) 把 <b>文件 I(如遞交)、文件 II 及文件 III</b> (請參考上文(A)項)放入信封 1  (III) 封密信封 1	招標公告第 4(a)及 4(b)段

<p>(ii)</p>	<p><b><u>第二個信封——信封 2</u></b></p> <p>(I) 預備一個信封</p> <p>(1) 信封面清楚註明「信封 2—投標承投香港新界上水新運路粉嶺上水市地段第 301 號之內的一幢大樓地下、閣樓、1 樓、2 樓、3 樓、4 樓、5 樓、6 樓、7 樓及 8 樓各部分地方的收費公眾停車場租用權的價格建議書(招標編號：GPA N22408)」</p> <p>或</p> <p>(2) 在信封面貼上本清單夾附的投標標貼 2</p> <p>(II) 把<u>文件 IV</u>(請參考上文(A)項)放入信封 2</p> <p>(III) 封密信封 2</p>	<p>招標公告第 4(a)及 4(c)段</p>
<p>(iii)</p>	<p><b><u>第三個信封——信封 3</u></b></p> <p>(I) 預備第三個信封</p> <p>(1) 信封面書明「政府物流服務署開標委員會主席收」，並清楚註明「投標承投香港新界上水新運路粉嶺上水市地段第 301 號之內的一幢大樓地下、閣樓、1 樓、2 樓、3 樓、4 樓、5 樓、6 樓、7 樓及 8 樓各部分地方的收費公眾停車場租用權(招標編號：GPA N22408)」</p> <p>或</p> <p>(2) 在信封面貼上本清單夾附的投標標貼 3</p> <p>(II) 把<u>已密封的信封 1</u>(按上文(B)(i)項所述準備)和<u>已密封的信封 2</u>(按上文(B)(ii)項所述準備)放入第三個信封</p>	<p>招標公告第 4(d)段</p>

<b>(C)</b>	<b>遞交投標書</b>	
	在二零二四年六月十一日正午十二時前，把第三個信封(按上文(B)項所述準備)放入香港北角渣華道 333 號北角政府合署地下的政府物流服務署投標箱	招標公告第 4(e)段

**投標標貼 1**

信封1—投標承投香港新界上水新運路粉嶺上水市地段  
第301號之內的一幢大樓地下、閣樓、1樓、2樓、3樓、  
4樓、5樓、6樓、7樓及8樓各部分地方的  
收費公眾停車場租用權的技術建議書  
(招標編號：GPA N22408)

**投標標貼 2**

信封2—投標承投香港新界上水新運路粉嶺上水市地段  
第301號之內的一幢大樓地下、閣樓、1樓、2樓、3樓、  
4樓、5樓、6樓、7樓及8樓各部分地方的  
收費公眾停車場租用權的價格建議書  
(招標編號：GPA N22408)

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投標標貼3

政府物流服務署

開標委員會主席收

投標承投香港新界上水新運路粉嶺上水市地段第301號

之內的一幢大樓地下、閣樓、1樓、2樓、3樓、

4樓、5樓、6樓、7樓及8樓各部分地方的

收費公眾停車場租用權

(招標編號：GPA N22408)

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THIS TENANCY AGREEMENT made this            day of            Two Thousand and            Between The Financial Secretary Incorporated, a corporation sole incorporated under and by virtue of the Financial Secretary Incorporation Ordinance (Cap. 1015) of the laws of the Hong Kong Special Administrative Region of the People's Republic of China, care of the Government Property Agency, 9/F, South Tower, West Kowloon Government Offices, No. 11 Hoi Ting Road, Yau Ma Tei, Kowloon, Hong Kong (hereinafter referred to as "the Landlord") of the one part and whose registered office is situate at            (hereinafter referred to as "the Tenant") of the other part

WHEREAS:-

(A) By a Government Lease as described in the First Schedule hereto (hereinafter referred to as "the Government Lease"), the piece or parcel of ground known as Fanling Sheung Shui Town Lot No. 301 (hereinafter referred to as "the Lot") at San Wan Road, Sheung Shui, New Territories, Hong Kong was granted to The Hong Kong Housing Authority (hereinafter referred to as "the Head Lessor") for the construction of a public housing development thereon in accordance with the terms and conditions of the Government Lease (hereinafter referred to as "the Development").

(B) The premises as described in the First Schedule hereto (hereinafter collectively referred to as "the Premises") form part of a building within the Development, which building as more particularly delineated and shown coloured hatched red on the Site Plan (Plan No. GPA N22408-1) annexed hereto is being constructed at the date hereof (hereinafter referred to as "the Building") and will be completed as at the date of commencement of the tenancy hereby created. The construction of the Premises is expected to be completed before the commencement of the term of this tenancy hereby created. The Premises shall serve as a Public Vehicle Park (hereinafter referred to as "the PVP") as referred to under Clause 3.22(a) of the Government Lease.

(C) By virtue of a Lease dated the 10th day of May 2024 entered into between the Head Lessor as the lessor of the one part and the Landlord as the lessee of the other part (which Lease is hereinafter referred to as "the Head Lease"), the Head Lessor grants and demises to the Landlord ALL THAT the Premises for a fixed term of THREE (3) years and ONE (1) day commencing on the 2nd day of October 2024, or another date to be agreed between the Head Lessor and the Landlord subject to the terms, conditions, covenants and stipulations therein contained.

(D) Pursuant to Clause 2(xiii) of the Head Lease, the Landlord may sublet license or part with the possession of the Premises or any part thereof to any person for the purpose of operating the said Public Vehicle Park.

(E) Upon completion of the construction of the Development, it is expected that:-

- (i) a Deed of Mutual Covenant and Management Agreement in respect of the Development (including but not limited to the house rules incorporated therein (if any)) (hereinafter referred to as "DMC") will be entered into by the Head Lessor and the first purchaser of the Development;
- (ii) the official name and description of the Premises in the DMC and the

corresponding register to be opened with the Land Registry may be different from those as stated herein; and

- (iii) the DMC may include some covenants, terms and provisions restrictions and prohibitions which are applicable to the users or occupants of the Premises in relation to their use and occupation of the Premises.

(F) The Landlord intends to sublet and the Tenant intends to take up the sub-letting of the Premises and the parties intend to be bound in the manner hereinafter mentioned. The parties however anticipate that the Head Lessor may eventually assign the Premises to the Landlord pursuant to Clause 3.22(d) of the Government Lease (hereinafter referred to as “the Assignment”), in which event, the terms and conditions hereinafter contained shall apply mutatis mutandis.

WHEREBY IT IS AGREED AS FOLLOWS :

1. THE LANDLORD HEREBY LETS AND THE TENANT HEREBY TAKES from the            day of            20            (hereinafter referred to as “the Commencement Date”) ALL THOSE the Premises having a total floor area of 13,052 square metres or thereabouts TOGETHER WITH the right in common with the Head Lessor, the Landlord, its or their officers and all persons authorized by it / them and other owners, lessees, tenants, licensees and occupiers of the Development to use all such entrance ways, driveways, lobbies, corridors, stairways, lifts, passageways and landings (if any) in the Building for the purpose of obtaining access to and egress from the Premises so far as the same are necessary for the proper use and enjoyment of the Premises during the hours of operation as specified in the Second Schedule hereto (hereinafter referred to as “the Hours of Operation”) only subject to the rights of the Head Lessor and/or the Landlord from time to time to restrict such use EXCEPTING AND RESERVING unto the Head Lessor, the Landlord, its or their officers and all persons authorized by it or them and other owners, lessees, tenants, licensees and occupiers of the Development the right in common with the Tenant and all persons authorized by it or them to use all such entrance ways, driveways, lobbies, corridors, stairways, lifts, passageways and landings (if any) forming part of the Premises as may be necessary for the purpose of obtaining access to and egress from the remainder of the Development and SUBJECT TO the Government Lease and ALSO TO the Head Lease TO HAVE AND TO HOLD the Premises unto the Tenant for the term as specified in the First Schedule hereto at the rent as specified in the Third Schedule hereto and for the purposes as specified in the First Schedule hereto and on such terms and conditions as are hereinafter contained.

2. THE TENANT HEREBY AGREES WITH THE LANDLORD as follows:-

- (a) To pay the monthly rent on the days and in the manner as specified in the Third Schedule hereto.
- (b) To accept the Premises (including but not limited to the items as specified in the Fifth Schedule hereto (hereinafter referred to as “the Landlord’s Provisions”) in such state and condition as existing on the date on which possession of the Premises is given.
- (c) Not to use or cause, permit or suffer the use of the Premises or any part thereof for any purpose other than for the purposes as specified in the First

Schedule hereto (the operation of which is hereinafter referred to as “the Business”).

- (d) Subject to Clauses 2(e), 2(f) and Special Condition No. 2 under the Fourth Schedule hereto, to operate and continue to operate the Business on the Premises in accordance with the provisions of this Agreement during the Hours of Operation (which may be revised from time to time by the Landlord in its absolute discretion and whose decision shall be final, conclusive and binding on the Tenant) throughout the term of the tenancy hereby created in all respects to the satisfaction of the Landlord. The Tenant shall not vary the Hours of Operation unless prior written consent of the Landlord has been obtained.
- (e) Subject to Clause 2(f) hereof, to commence and operate the Business on the Premises in accordance with the provisions of this Agreement no later than seven (7) calendar days from the Commencement Date, or on or before another date as directed by the Landlord at its sole discretion (whose decision shall be final, conclusive and binding on the Tenant), whichever is later.
- (f) In the event that the Tenant shall not be able to commence the operation of the Business on the Premises by the date as specified in Clause 2(e) hereof, the Tenant shall no later than three (3) calendar days before the date as specified in Clause 2(e) hereof submit a proposal in writing to the Landlord for approval, which should cover (i) the steps taken by the Tenant in complying with Clause 2(e) and all information as required by the Landlord; (ii) the reasons for the non-compliance with Clause 2(e) hereof; and (iii) the proposed date for the adjourned commencement of the operation of the Business. Upon written approval by the Landlord, who may at its absolute discretion impose any conditions as it considers necessary for the adjournment of the commencement of the Business, the Tenant shall forthwith implement the said approved proposal and to commence the operation of the Business in all respects to the satisfaction of the Landlord on or before the said adjourned date of commencement of the operation of the Business as approved by the Landlord in this Clause 2(f).
- (g) Not to make any alteration or addition (whether structural or otherwise) to the Premises (including the Landlord’s Provisions) or to the electrical and communication wiring and other installations or to the fire services installations or to the fire safety provisions or to the Landlord’s other fixtures and fittings nor to install any plant, equipment, apparatus or machinery within the Premises (other than the equipment used exclusively for the operation of the Business) without the prior written consent of the Landlord, the Head Lessor, the manager of the Development (if so required under the DMC), the Director of Architectural Services (hereinafter referred to as “the Director”) and the Director of Electrical and Mechanical Services therefor.
- (h) (i) To make such arrangements at the Tenant’s own expense for the supply of mains water and electricity additional to the supply

under the existing capacity and for the supply of other utility services to the Premises as the Tenant shall require and to pay all charges in connection therewith including but not limited to the deposits as required by the relevant utility services companies or the manager of the Development under the DMC (if applicable) and the cost of installation, maintenance, repair and replacement thereof and, on termination of this Agreement, the cost of dismantling all pipes, conduits, wires, cables, meters, switches and any other apparatus ancillary thereto (if dismantling is required by the Landlord) PROVIDED THAT the Tenant shall have no claim whatsoever against the Landlord in the event of his failure to obtain any of such installation or supply for any reason whatsoever;

- (ii) To pay and discharge all the charges in respect of the electricity, telephone, mains water and other utility services supplied to the Premises and the additional supply of electricity as referred to in sub-clause (i) of this Clause 2(h) and in the event that no separate meter is installed therefor, the amount of such charges shall be apportioned and determined by the Landlord in its absolute discretion (whose apportionment and determination shall be final, conclusive and binding on the Tenant);
  - (iii) To make his own arrangement for the installation of telephone(s) and telecommunication equipment within the Premises and pay all charges in connection therewith, but any installation of telephone lines or telecommunication equipment outside the Premises must be subject to the prior written approval of the Landlord PROVIDED THAT the Tenant shall have no claim whatsoever against the Landlord in the event of the Tenant's failure to obtain installation of the telephones or telecommunication equipment for any reason whatsoever; and
  - (iv) Not to overload any electrical wiring, cable or apparatus associated therewith in or serving the Premises and shall comply in all respects with all requirements and regulations of the utility services companies and/or the Landlord with respect to the utilities.
- (i) (i) To pay and discharge all existing and future rates, taxes, assessments, duties, charges and any other outgoings whatsoever (Government rent excepted) which are now or during the term of this tenancy hereby created shall be imposed, assessed or charged upon the Premises or any part thereof or upon the Tenant in respect thereof.
  - (ii) To pay to the Landlord or, if so directed by the Landlord, to the Head Lessor or the manager of the Development (if so appointed under the DMC) direct the management fees in respect of the Premises in advance on the first day of each calendar month during the term of the tenancy hereby created, which is estimated

to be approximately in the sum of Hong Kong Dollars One Hundred and Ninety Thousand (HK\$190,000) per calendar month provided that the Landlord, the Head Lessor or the manager of the Development (if so appointed under the DMC) shall be entitled from time to time to serve notice upon the Tenant increasing or revising the amount of the management fees and the Tenant shall pay the increased or revised management fees as from the date stated in the said notice, which said notice shall be final, conclusive and binding on the Tenant. The first of such payment shall be made upon the signing or execution of this Agreement.

- (j) To provide the Tenant's employees with uniforms and identity cards designs of which shall first be approved by the Landlord in writing and to ensure that such employees shall wear such uniforms and carry such identity cards while engaged on duties on the Premises during the Hours of Operation.
- (k) Not to erect, display or exhibit or permit to be erected, displayed or exhibited in or upon the exterior or interior of the Premises or of the Building or of the Development or any part thereof any advertising sign, notice, placard, poster, signboard or other device whatsoever except a sign or signs showing the trade name, Hours of Operation, rates, method of calculation of the parking fees, as approved by the Landlord in relation to the operation of the Business, rules and regulations relating to the Business. The contents, design, materials, size and position of such sign or signs shall first be approved in writing by the Landlord, the Head Lessor and the manager of the Development (if so appointed and required under the DMC).
- (l) (i) To permit the Landlord, the Head Lessor, its or their agents or servants and all persons authorized by the Landlord or the Head Lessor with or without workmen or others and with or without appliances, equipment and/or vehicles at all reasonable times to enter upon the Premises to view the condition and state of repair thereof and upon prior notice to the Tenant to take inventories of the fixtures, fittings, furniture and equipment therein (including the Landlord's Provisions) and to carry out any work or repair as may be required to be done to the Premises or the adjoining premises belonging to the Landlord or the Head Lessor or if so required, any other areas within the Building, PROVIDED THAT in the event of an emergency the Landlord, the Head Lessor, its or their servants or agents and all persons authorized by the Landlord or the Head Lessor may enter the Premises without notice and forcibly, if necessary, without being liable to the Tenant for any damage or loss, and in the event of there being any defects or want of repair or maintenance or any other work required to be carried out by the Tenant under this Agreement then and there found, the Landlord or the Head Lessor may give notice in writing to the Tenant and the Tenant shall within one (1) calendar month of such notice (or such other period as may be

specified in such notice) repair and make good the same in accordance with such notice and the Tenant's obligations in that behalf herein contained. In the event of the Tenant failing to comply with the said notice, the Landlord or the Head Lessor may carry out and complete the works required and the Tenant shall pay to the Landlord or the Head Lessor (as the case may be) the costs of such works incurred by the Landlord or the Head Lessor, and such costs if unpaid on the due date as specified by the Landlord or the Head Lessor shall carry interest at the rate of two per centum (2%) per annum above the prevailing Best Lending Rate of The Hongkong and Shanghai Banking Corporation Limited and together they shall be a debt due from the Tenant to the Landlord or the Head Lessor, and be forthwith recoverable by action (it being agreed and declared that a certificate under the hand of the Landlord or the Head Lessor as to the costs of any such works shall be final, conclusive and binding on the Tenant).

- (ii) To permit the Landlord, the Head Lessor, its or their employees, agents and all other authorized officers at all reasonable times with notice, or without notice in case of emergency, to enter upon the Premises or any part thereof for the purpose of inspecting the same and to ascertain that there is no breach of or failure to observe any of the terms and conditions herein contained or any terms, conditions or covenants of the Head Lease.
- (m) Not to assign, mortgage, charge, demise, underlet, share or part with the possession of or otherwise dispose of the Premises or any part thereof or any structure or structures thereon or any interest therein or enter into any agreement so to do, save that the Tenant may permit the parking of vehicles by the public on the Premises on a fee-paying basis in accordance with the purposes as specified in the First Schedule hereto.
- (n) If so required by the Landlord or the Head Lessor, on the expiration or sooner determination of the tenancy hereby created, to demolish and remove at the Tenant's own expense all alterations and additions made to the Premises and all fixtures, fittings, installations, plant, mechanical and electrical equipment, apparatus and machinery and structures then standing on or forming part of the Premises without any compensation therefor being paid by the Landlord to the Tenant and to reinstate and make good at the Tenant's own expense any damage to the Premises and the Building as a result of such demolition, removal and reinstatement works. If the Tenant fails to carry out any such works in all respects to the satisfaction of the Landlord or the Head Lessor as required under this Clause (2)(n), the Landlord or the Head Lessor may carry out the same and recover the costs so incurred from the Tenant, and such costs if unpaid on the due date as specified by the Landlord or the Head Lessor shall carry interest at the rate of two per centum (2%) per annum above the prevailing Best Lending Rate of The Hongkong and Shanghai Banking Corporation Limited and together they shall be a debt due from the Tenant to the Landlord or the Head Lessor, and be forthwith recoverable by action. It being agreed and declared that a certificate under the hand of the Landlord

or the Head Lessor as to the costs of any such works shall be final, conclusive and binding on the Tenant.

- (o) To obtain at the Tenant's own expense any licences, approval, permits or consent required by any Government departments or other competent authority in connection with the Tenant's use and occupation of the Premises prior to the commencement of the Business and to maintain the same in force at the Tenant's own expense during the tenancy hereby created and to indemnify and keep indemnified the Landlord from and against all actions, costs, claims, demands, losses, damages whatsoever arising out of or in connection with the non-observance of and non-compliance with this provision. The Landlord shall accept no responsibility with or liability for any loss or costs caused to or suffered by the Tenant in the event of his failure to obtain any requisite licences, approval, permits or consent from Government departments or other competent authority relating to his use and occupation of the Premises.
  
- (p)
  - (i) Subject to Clause 2(t) and the Fifth Schedule hereof, to take measures to avoid blockage and overflows of the Drainage System (being one of the Landlord's Provisions under the Fifth Schedule hereto) in all respects to the satisfaction of the Landlord by arranging at the Tenant's own cost and expense regular cleaning or cleansing, inspection or check to the petrol interceptor, the surface channels and drainage outlets installed within the Drainage System and arranging removal of any rubbish or other obstacles therein or thereupon. The determination of the Landlord as to what measures should be taken, what constitutes regular cleaning or cleansing, inspection or check and what rubbish and other obstacles should be removed shall be final, conclusive and binding on the Tenant.
  
  - (ii) Should the Tenant fail to discharge his duty under sub-clause (i) of this Clause 2(p), to pay on demand to the Landlord the costs incurred by the Landlord in cleaning and clearing any of the drains (including the said petrol interceptor) choked or blocked by improper or careless use thereof by the Tenant or his employees, contractors, workmen, agents, occupiers, visitors, invitees, guests or licensees.
  
- (q)
  - (i) To comply with at all times the house rules or building rules (if any) as may be imposed by the Landlord, the Head Lessor or the manager of the Development (if so appointed under the DMC) from time to time, and to ensure that all such rules are observed by his agents, servants, visitors, guests and licensees. The Landlord shall not be responsible for or under any liability to the Tenant for the non-observance or violation of such house rules or building rules by any other tenants or occupiers of the Development or any other persons.
  
  - (ii) Not to do or permit or suffer any act to be done which amounts to a breach of the conditions or a non-observance of any negative

or restrictive covenants contained in the Government Lease.

- (iii) To observe and comply with all the terms and conditions contained in the Government Lease and the DMC so far as they relate to the Premises and to indemnify and keep indemnified the Landlord from and against any breach, non-observance or non-compliance thereof.
  - (iv) To acknowledge and accept that the official name and description of the Premises in the DMC and the corresponding register to be opened with the Land Registry may be different from those as stated herein.
  - (v) To observe and comply with all the terms and conditions contained in the Head Lease and to indemnify and keep indemnified the Landlord from and against any breach, non-observance or non-compliance thereof throughout the term of this tenancy hereby created.
  - (vi) For the avoidance of doubt, notwithstanding the Assignment (if any), the Tenant hereby specifically agrees to continuously observe and comply with the terms and conditions of this Agreement and of the Head Lease as if the Head Lease subsists until the expiration or sooner determination of the term of the tenancy hereby created.
- (r) Without prejudice to Clause 2(s)(i) hereof, to observe and comply with all Ordinances, regulations, bye-laws, rules and requirements of any Government department or other competent authority relating to the use and occupation of the Premises, or to any other act, deed, matter or thing done, permitted, suffered or omitted to be done therein or thereon by the Tenant or any employee, agent, contractor, workman, occupier, invitee or licensee of the Tenant.
- (s)
- (i) To observe and comply with all laws and regulations of the Hong Kong Special Administrative Region of the People's Republic of China (hereinafter referred to as "Hong Kong") in his use and occupation of the Premises.
  - (ii) Not to do anything, or cause, permit or suffer anything to be done, at any time in or upon the Premises or any part thereof which may be against the laws or regulations of Hong Kong or which in the opinion of the Landlord may be or become a nuisance or annoyance or injurious or dangerous to health or which may cause danger, damage or inconvenience to the Landlord or to the other tenants, owners or occupiers of the Development or any adjoining or neighbouring lot, lots or premises.
  - (iii) Not to use or cause, permit or suffer the use of the Premises or any part thereof for gambling or for any illegal, improper or immoral purposes or for any purposes of whatsoever kind

connected or associated in any way which affects the images of the Government of the Hong Kong Special Administrative Region of the People's Republic of China (hereinafter referred to as "the Government") and the decision and determination of the Landlord as to what constitutes gambling, illegal, improper or immoral purposes and what affects the images of the Government shall be final, conclusive and binding on the Tenant.

- (t) (i) Not to cause or suffer any damage to be done to the Premises and all the fixtures, fittings, installations, mechanical and electrical equipment, structures, foundation, paving or other surfacing in the Premises, and any replacement thereof and additions thereto and subject to sub-clauses (ii) of this Clause 2(t) and the Fifth Schedule hereto, to keep and maintain the same at the Tenant's expense in good and tenable repair and condition and, subject to Clause 2(n) hereof, to hand over the same to the Landlord (fair wear and tear excepted) on the expiration or sooner determination of this Agreement.
- (ii) Subject to the conditions provided in the Fifth Schedule hereto, if so required by the Landlord to carry out at the Tenant's own expense all necessary works in all respects to the satisfaction of the Landlord for the repair of any damage to the Premises (including but not limited to the Landlord's Provisions) and the Building or any part thereof and all fixtures, fittings, installations, mechanical and electrical equipment, structures, foundation, paving or other surfacing in the Premises, and any replacement thereof and additions thereto caused by the fault, negligent act or omission of the Tenant or his agents, contractors, workmen, employees, occupiers, visitors, guests, invitees or licensees; or upon demand by the Landlord, pay to the Landlord all costs incurred for carrying out such works, the amount of such costs as certified by the Director or the Director of Electrical and Mechanical Services shall be final, conclusive and binding on the Tenant.
- (u) To keep and maintain the Premises at the Tenant's own cost and expense at all times in a clean, neat, tidy, sanitary state and condition in all respects to the satisfaction of Landlord and at the Tenant's own cost and expense clean the interior of the Premises and arrange for and effect the proper disposal or removal of waste, garbage, rubbish and refuse from the Premises on a daily basis or such other frequency as required or directed by the Landlord at any time and from time to time made or adopted by the Landlord or the manager of the Development (if so appointed under the DMC) PROVIDED THAT if required by the Landlord, the Tenant shall use the services provided by the Landlord and shall pay to the Landlord such fees as the Landlord shall determine, whose determination shall be final, conclusive and binding on the Tenant. For the avoidance of doubt, the management fees payable under this Agreement does not cover the fees for the said services provided by the Landlord under this Clause.

- (v) Not to bring or keep or suffer to be kept in or on the Premises anything which in the opinion of the Landlord is or may become unclean, unsightly or detrimental to the Premises.
- (w) To take all necessary steps and precautions at the expense of the Tenant to protect the Premises from:
  - (i) damage by floods, white ants, termites, fire, storm, typhoon, landslip or the like; and
  - (ii) becoming infested by termites, rats, mice, cockroaches or any other pests or vermin.
- (x) To use and operate the Business on the Premises for the purposes as specified in the First Schedule hereto in all respects to the satisfaction of the Landlord.
- (y) Not to alter the existing layout and designation of the Parking Spaces to be defined under the First Schedule hereto as more particularly delineated and shown on the Plan Nos. GPA N22408-1, GPA N22408-2, GPA N22408-3, GPA N22408-4, GPA N22408-5, GPA N22408-6, GPA N22408-7, GPA N22408-8, GPA N22408-9, GPA N22408-10 and GPA N22408-11 and any road markings, wayfinding and building signages of whatsoever kind painted or erected within the Premises without the prior approval in writing of the Landlord.
- (z) Not to use water from any Government mains for any purpose without the prior written consent of the Landlord except for routine cleaning of the Premises.
- (aa) To observe and comply with at all times such requirements, rules and regulations as the Landlord, the Head Lessor, or its or their agents may from time to time impose for the management, security and control of the Premises, the Building and the Development and to ensure that the said requirements, rules and regulations are strictly observed and complied with by the Tenant's agents, contractors, workmen, employees, occupiers, visitors, guests, invitees and licensees. The Landlord, its officers, employees, contractors, workmen or agents shall not be responsible for or under any liability to the Tenant for the non-observance or violation of any of such requirements, rules or regulations by any other tenants, licensees or occupiers of the Building or the Development or by any other persons.
- (ab) To perform and observe the Tenant's obligations contained in this Agreement including the Special Conditions as set out in the Fourth Schedule hereto and the provisions or conditions as set out in the Fifth Schedule and the Sixth Schedule \*[and the Seventh Schedule] [Remark: \*insert if S.C.39 of the Fourth Schedule to this Agreement is added] hereto.
- (ac) To be liable for any act, default, negligence or omission of the Tenant's contractors, employees, agents, occupiers, invitees or licensees as if it

were the act, default, negligence or omission of the Tenant and to indemnify and keep indemnified the Landlord, its officers, contractors and workmen from and against all costs, claims, demands, expenses or liabilities (whether financial or otherwise) to any third party in connection therewith.

- (ad) If so required by the Landlord, to erect at the Tenant's own expense at the location or locations as may first be approved by the Landlord and in all respects to the satisfaction of the Landlord sufficient signage to indicate the ways to exit and lift lobbies and directions to all drivers, passengers, visitors and invitees. The Landlord, its officers or agents shall not be responsible for or under any liability to the Tenant for the use, non-observance or violation of such signage or directions by any occupiers of the Building and the Development or any persons.
- (ae) To erect at the Tenant's own expense a signage in such size, materials, position and manner in all respects to the satisfaction of the Landlord at the vehicular entrance to the Building (hereinafter referred to as "the Carpark Entrance") and the Shroff Office and the Guard Booth to be defined in the First Schedule hereto showing the telephone number(s) of the Tenant for public enquiry at all times during the term of the tenancy hereby created. The decision of the Landlord as to what constitutes the Carpark Entrance shall be final, conclusive and binding on the Tenant.

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

To permit the Tenant upon his duly paying the monthly rent, management fees, electricity charges, water charges and any other charges 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 through or in trust for the Landlord until such time as this Agreement is determined.

4. IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE LANDLORD AND THE TENANT as follows :-

- (a) That in case the monthly rent, management fees, electricity charges, water charges or other charges hereby reserved or any part thereof shall be in arrears and unpaid for twenty-one (21) calendar days next after the same shall have become due (whether formally demanded or not), or if there shall be any 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 herein contained or if the Tenant shall become bankrupt or being a company shall enter into liquidation whether compulsory or voluntary, 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 terminate this Agreement and 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 monthly rent, management fees, electricity charges, water charges or other charges already paid or any part thereof shall not be refunded and no compensation whatsoever shall be payable to the Tenant by the Landlord PROVIDED THAT without prejudice to the Landlord's rights herein contained in the event of the monthly rent, management fees, electricity charges, water charges, or other charges hereby reserved or any part thereof not being paid on the due date or dates for payment thereof (whether formally demanded or not) the Tenant shall pay interest to the Landlord on such amount of the monthly rent, managements fees, electricity charges, water charges or other charges hereby reserved as is unpaid on the due date or dates calculated from the day immediately following the due date or dates until payment of all monthly rent, management fees, electricity charges, water charges or other charges due and interest thereon have been paid by the Tenant to the Landlord, such interest to be at a rate of two per centum (2%) per annum above the prevailing Best Lending Rate of The Hongkong and Shanghai Banking Corporation Limited.

- (b) That the tenancy hereby created is (without prejudice to the terms and conditions hereof) subject also to the Special Conditions contained in the Fourth Schedule hereto and the provisions as set out in the Fifth Schedule and the Sixth Schedule \*[and the Seventh Schedule] [Remark: \*insert if S.C.39 of the Fourth Schedule to this Agreement is added] hereto.
- (c) That if the Premises or any part thereof are rendered inaccessible or unfit for occupation and use for the purpose as specified in the First Schedule hereto by fire, storm, wind, water, typhoon, defective construction, white ants, termites, earthquake, act of God or any other calamity beyond the control of the Landlord and not attributable to any failure of the Tenant to observe and carry out his obligations herein contained, the monthly rent or a part thereof proportionate to the extent to which the Premises shall have been so rendered inaccessible or unfit for occupation and use for the purpose as specified in the First Schedule hereto shall abate and cease to be payable as from the date of occurrence of such event or destruction or damage until the Premises or such part thereof shall have been again rendered accessible and fit for use for the purpose as specified in the First Schedule hereto but except as aforesaid no compensation shall be payable by the Landlord to the Tenant PROVIDED ALWAYS THAT the Landlord shall not be required to reinstate the Premises or any part thereof if by reason of their condition or any Ordinances or regulations or other circumstances beyond the control of the Landlord it is not in the Landlord's opinion practicable or reasonable so to do in which circumstances the tenancy hereby created shall be determined without any compensation payable to the Tenant.
- (d) (i) That subject to Clause 4(d)(ii) hereof, any structures erected by the Tenant on the Premises with the consent of the Landlord shall in all respects comply with the Buildings Ordinance (Cap. 123), any regulations made thereunder and any amending legislation

from time to time in force.

- (ii) That subject to the prior written consent of the Landlord, the Tenant may during the continuance of this Agreement at his own expense remove any fixtures, fittings and equipment previously installed by the Tenant in the Premises and replace them with other fixtures, fittings and equipment.
- (e)
  - (i) That the Landlord gives no warranty or representation whatsoever as to the state and condition of the Premises (including but not limited to any mechanical and electrical installations, appliances and equipment installed within the Premises and the Landlord's Provisions) and shall accept no responsibility or liability for any damage, nuisance, loss or disturbance caused to or suffered by the Tenant, or his agents, contractors, workmen, employees, occupiers, visitors, guests, invitees or licensees of and to the Premises arising out of or in connection therewith and all or any structural defects of the Premises (including but not limited to the Landlord's Provisions).
  - (ii) That the Landlord does not warrant, represent or undertake that the Premises (including but not limited to the Landlord's Provisions) are fit or suitable for the purpose of operation of the Business and the Tenant shall at his own expense obtain all requisite licence(s), permit(s), consent(s), waiver(s) or approval(s) from the relevant Government departments or other competent authority or the incorporated owners or the manager of the Development (if so required by the DMC) in connection with the use and occupation of the Premises prior to the commencement of the Business and shall in all respects comply with the agreement, conditions, terms and stipulations herein contained.
- (f) 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 of the following:
  - (i) any water flowing on to the Premises or fire or landslip or subsidence on, or to, or of, or from the Premises;
  - (ii) any default, breakage, interruption or failure in the supply of electricity, water, air-conditioning or other utilities to the Building and the Premises, or any defect in or breakdown or suspension of the lifts, escalators, air-conditioning plant or other facilities of the Building or the Landlord's Provisions, or the leakage to the Premises; or
  - (iii) any other causes beyond the control of the Landlord.
- (g) That on termination of this Agreement in whatsoever manner the Tenant shall have no right whatsoever to claim compensation in any form or

reprovisioning of accommodation from the Landlord.

- (h) That notwithstanding Clause 1 hereof and Special Condition No. 1 of the Fourth Schedule hereto, the Landlord shall have full power to terminate this Agreement and resume, re-enter upon and retake possession of the whole 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 (1) 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 right to enforce any antecedent breaches the tenancy of the Premises or any part thereof so resumed shall cease, determine and be void and the Tenant shall quit and deliver up vacant possession of the Premises or any part thereof so resumed and upon the exercise of such power no compensation whatsoever shall be paid by the Landlord to the Tenant in respect of the Premises or any part so resumed regardless of whether the Landlord shall terminate this Agreement during the term of the tenancy.
- (i) That any notice to be served by the Landlord, the Head Lessor, the manager of the Development (if so appointed under the DMC) or its or their officers under the terms and conditions of this Agreement shall be deemed to 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.
- (j) That any notice to be served by the Tenant on the Landlord under this Agreement shall be addressed to the Chief Property Manager, Government Property Agency for and on behalf of the Landlord and served on the Landlord by post or by leaving the same at the address of Government Property Agency mentioned hereinbefore or at such other address as the Landlord may from time to time notify the Tenant.
- (k) That the benefit of this Agreement is personal to the Tenant and not transferable or assignable and the rights given in and the benefits of this Agreement may only be exercised by the Tenant personally and, without in any way limiting the generality of the foregoing, any of the following acts and events shall be deemed to be a breach of this sub-clause 4(k):-
  - (i) In the case of a Tenant which is a body corporate, any take-over, reconstruction, amalgamation, merger, voluntary liquidation or change in the person who owns a majority of its voting shares or who otherwise has or have effective control thereof;
  - (ii) In the case of a Tenant which is a partnership the taking in of one or more new partners whether on the death or retirement of any existing partner or otherwise;
  - (iii) The giving by the Tenant of a power of attorney or similar

authority whereby the donee of the power obtains the right to use the Premises;

- (iv) The change of the Tenant's business name without the prior written consent of the Landlord;
  - (v) The holding on trust by the Tenant of the rights to use the Premises;
  - (vi) The assignment of or sharing of any revenues from the Business; and
  - (vii) Any arrangement whereby de facto management or control of the Business or both is vested in or exercisable by any person other than the Tenant.
- (l) That wherever in this Agreement it is PROVIDED THAT:-
- (i) the Landlord, the Head Lessor, the manager of the Development (if so appointed under the DMC), the Director or Director of Electrical and Mechanical Services or its or their 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, the Head Lessor, the manager of the Development (if so appointed under the DMC), the Director or Director of Electrical and Mechanical Services or to its or their 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, the Head Lessor, the manager of the Development (if so appointed under the DMC), the Director or Director of Electrical and Mechanical Services or by its or their duly authorized officers; or
  - (ii) the prior approval or consent of the Landlord, the Head Lessor, the manager of the Development (if so appointed under the DMC), the Director or Director of Electrical and Mechanical Services or its or their duly authorized officers is required, they may give the approval or consent upon such terms and conditions (including the payment of fees) as they see fit or refuse it at their absolute discretion.
- (m) That where the context so admits or requires the expression "month" shall mean calendar month and "the Tenant" shall mean the party entering into and signing/executing this Agreement 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.
- (n) 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 execution of this Agreement with respect to the subject-matter of this Agreement may in any way be read or incorporated into this Agreement.

- (o) (i) That each party shall bear its own costs in connection with the preparation of this Agreement; and
- (ii) That the Landlord shall arrange for the stamping of this Agreement and its counterpart, and the Tenant shall pay the adjudication fee and fifty per centum (50%) of the stamp duty (if any) chargeable on this Agreement and its counterpart pursuant to Section 13 and the provision deemed to be contained in this Agreement by virtue of Section 42(2) of the Stamp Duty Ordinance (Cap. 117).
- (p) That the Landlord shall have the full right to terminate this Agreement if the Tenant, his employees or agents shall be found to have been convicted of an offence under the Prevention of Bribery Ordinance (Cap. 201) or any subsidiary legislation made thereunder or under any law of similar nature in connection with the procurement of the tenancy hereby created.
- (q) That 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), 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) to enforce any provisions of this Agreement.
- (r) That this Agreement shall be governed by and construed and enforced in accordance with the laws of Hong Kong and the parties hereby agree to submit to the jurisdiction of the courts of Hong Kong in relation to any matters arising out of this Agreement.
- (s) (i) That notwithstanding anything herein, upon the occurrence of any of the following events, the Landlord may terminate this Agreement with immediate effect:
  - (I) the Tenant has engaged, or is engaging, or is in the Landlord's reasonable belief to have engaged or to be engaging in acts or activities that are likely to cause or constitute the occurrence of offences endangering national security, or which would otherwise be contrary to the interest of national security, the public interest,

public morals, public order or public safety of Hong Kong;

- (II) the continuation of the tenancy hereby created is or shall in the Landlord's reasonable belief be contrary to the interest of national security, the public interest, public morals, public order or public safety of Hong Kong.

For the avoidance of doubts, the word "engage" or its variants in this Clause (4)(s) shall include but not be limited to aiding, abetting, counselling or procuring. The decision of the Landlord to terminate this Agreement shall be final, conclusive and binding on the Tenant.

- (ii) That upon exercising the right under Clause (4)(s)(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 herein contained, the tenancy hereby created 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 no compensation whatsoever shall be payable by the Landlord to the Tenant.

## FIRST SCHEDULE

### THE PREMISES

The premises being the respective portions of the Ground Floor, Level Mezzanine, Level 1, Level 2, Level 3, Level 4, Level 5, Level 6, Level 7 and Level 8 of the Building comprising the following parking spaces (herein referred to as the “Parking Space” or “Parking Spaces”), the shroff office (herein referred to as “Shroff Office”) and guard booth (hereinafter referred to as “Guard Booth”) which are more particularly delineated and respectively coloured pink, pink stippled black, pink hatched black, pink circled black, pink cross-hatched black and pink rippled black on the plans (Plan Nos. GPA N22408-1, GPA N22408-2, GPA N22408-3, GPA N22408-4, GPA N22408-5, GPA N22408-6, GPA N22408-7, GPA N22408-8, GPA N22408-9, GPA N22408-10, and GPA N22408-11) annexed hereto:-

- (1) Parking Spaces:
  - (i) Three Hundred and Sixteen (316) Parking Spaces shown coloured pink stippled black on the plan(s) (Plan No(s). GPA N22408-4, GPA N22408-5 and GPA N22408-6, GPA N22408-7, GPA N22408-8, GPA N22408-9, GPA N22408-10, and GPA N22408-11) (herein collectively referred to as “the Pink Stippled Black Areas”);
  - (ii) Six (6) Parking Spaces shown coloured pink hatched black on the plan (Plan No. GPA N22408-2) (herein collectively referred to as “the Pink Hatched Black Areas”); and
  - (iii) Four (4) Parking Spaces shown coloured pink circled black on the plan(s) (Plan No(s). GPA N22408-4, GPA N22408-5, GPA N22408-6 and GPA N22408-7) (herein referred to as “the Pink Circled Black Areas”);
- (2) One (1) Shroff Office shown coloured pink cross-hatched black on the plan (Plan No. GPA N22408-2) (herein referred to as “the Pink Cross-hatched Black Area”); and
- (3) One (1) Guard Booth shown coloured pink rippled black respectively on the plan (Plan No. GPA N22408-2) (herein referred to as “the Pink Rippled Black Area”).

### TENANCY TERM AND COMMENCEMENT DATE

Three (3) years commencing on the                      day of                      20                      .

### PURPOSES FOR WHICH THE PREMISES SHALL BE USED

The Premises shall not be used for any purpose other than as a fee-paying public car park for parking of private cars, van-type light goods vehicles, taxis and light goods vehicles, all of which must be currently licensed by the Commissioner for Transport (hereinafter referred to as “the C for T”) for use on public streets and roads under the provisions of the Road Traffic Ordinance (Cap. 374), any regulations made thereunder and any amending legislation  
PROVIDED THAT:

- (1) the Pink Stippled Black Areas shall only be used for the parking of private cars, van-type light goods vehicles and taxis;

- (2) the Pink Hatched Black Areas shall only be used for the parking of light goods vehicles;
- (3) the Pink Circled Black Areas shall only be used for the parking of private cars used by drivers who are disabled persons (as defined in the Road Traffic Ordinance (Cap. 374), any regulations made thereunder and any amending legislation) and/or for the parking of private cars which carry people with mobility disability and are used by drivers who are bearers of parking certificate for drivers who may carry people with mobility disability as issued by the C for T (hereinafter referred to as “the Parking Certificate”);
- (4) the Pink Cross-hatched Black Area shall only be used as the Shroff Office for the Business; and
- (5) the Pink Rippled Black Area shall only be used as the Guard Booth for the Business.

#### GOVERNMENT LEASE

Government Lease dated the 6th day of February 2024 and registered in the Land Registry as Fanling Sheung Shui Town Lot No. 301

#### SECOND SCHEDULE

##### Hours of Operation

Unless otherwise revised by the Landlord under Clause 2(d) of this Agreement, the Hours of Operation is set as 24 hours from 00:00 a.m. to 11:59 p.m. on each and every calendar day.

THIRD SCHEDULE

(1) Monthly Rent (hereinafter in this Schedule referred to as “MR” )

Subject to Clause (2) of this Third Schedule, the Tenant shall pay to the Landlord in advance a monthly rent of Hong Kong Dollars \_\_\_\_\_ only (HK\$ \_\_\_\_\_) (exclusive of rates, management fees, electricity charges, water charges, charges and any other outgoings whatsoever) on or before the first day of each calendar month during the term of the tenancy hereby created without any deduction or set off whatsoever. The first of such payments shall be made upon the signing or execution of this Agreement.

(2) Adjustment of MR due to suspension of Parking Spaces in the Premises subject to Clause (2) of the Second Schedule

If the use of Parking Spaces in the Premises are suspended pursuant to Special Condition No. 2 of the Fourth Schedule hereto, with effect from the date of the said suspension, the MR covering the period of suspension shall be adjusted as follows :

$$\text{Adjusted MR} = \text{MR of HK \$} \quad \times \quad \frac{\text{the revised total number of Parking Spaces in use}}{\text{the total number of Parking Spaces before the said suspension}}$$

PROVIDED THAT if the time period for the said suspension of use of Parking Spaces in the Premises is not a complete month, the adjustment to the MR shall be made on a pro-rata time basis, which may be calculated in terms of hours or days according to the above formula.

## FOURTH SCHEDULE

### Special Conditions referred to in Clauses 2(ab) and 4(b) of this Agreement

1. At the expiration or sooner determination of this Agreement, this Agreement shall be deemed to be automatically terminated and the Tenant shall surrender and deliver up vacant possession of the Premises to the Landlord in all respects to his satisfaction. The Landlord shall have the full right to arrange for any new tenancy of the Premises at his sole discretion and the Tenant shall at all reasonable times within six (6) calendar months immediately preceding the expiration of the tenancy hereby created and upon prior notice allow prospective tenants to enter upon and inspect the Premises.

2. In any of the event that: -

- (a) the Landlord shall temporarily close the Building, the Premises or any part thereof for such period or periods of time as it may consider necessary for carrying out any maintenance, re-decoration, conversion or other works by giving not less than seven (7) calendar days' prior written notice to the Tenant PROVIDED THAT if the carrying out of such works shall necessitate the suspension of use of any Parking Spaces in the Premises; or
- (b) the Landlord shall deem it necessary or expedient to close and prohibit access to the Premises, or any part thereof, without prior notice to the Tenant, at such time and for such duration as it shall in its absolute discretion see fit by reason of any emergency or for any other reason which the Landlord considers proper or sufficient; or
- (c) the Landlord shall revise the Hours of Operation;

then and in either of such event there shall be a reduction in the monthly rent hereby reserved in accordance with Clause (2) of the Third Schedule hereto calculated on a pro-rata basis with reference to the number of days or number of hours affected in the month in question. The determination of the Landlord as to the reduction in the said monthly rent as aforesaid shall be final, conclusive and binding on the Tenant.

3. The Tenant shall indemnify and keep indemnified the Landlord, its officers, contractors, workmen and any other persons authorized by the Landlord from and against all actions, liabilities, suits, costs, expenses, claims, demands and losses (whether financial or otherwise) whatsoever or howsoever brought, incurred or taken in respect of any damage, injury, loss or costs (including but not limited to any legal expenses that may be incurred by the Landlord or that may be awarded against the Landlord or the Landlord agrees to pay) or anything that the Landlord may be obliged to do arising directly or indirectly out of any breach of the terms and conditions of this Agreement or out of or in connection with the use or occupation of the Premises by the Tenant including but not limited to:

- (a) all liabilities arising out of the negligence of any person not a party to this

Agreement;

- (b) all liabilities on the part of the Landlord under the Occupiers Liability Ordinance (Cap. 314), any regulations made thereunder and any amending legislation; and
  - (c) all liabilities arising out of any defects or failure of the Landlord's Provisions under the Fifth Schedule.
4. (a) (i) The Tenant shall at his own expense insure and keep insured at all times during the term of the tenancy hereby created the Premises and all fixtures and fittings therein with the interest of the Landlord noted on the policy and with the policy containing such provisions for the protection of the Landlord as the Landlord may reasonably require to avoid the interests of the Landlord being prejudiced by any act, neglect, or default of the Tenant or of any employee, contractors, agent, workmen, or of any other occupier, or any licensee or invitee of the Tenant, against loss or damage or costs (including but not limited to any legal expenses that may be incurred by the Landlord or that may be awarded against the Landlord or the Landlord agrees to pay) or anything that the Landlord may be obliged to do arising directly or indirectly out of or in connection with the possession, occupation or use of the Premises by the Tenant, including but not limited to damage or loss by fire, civil commotion, explosion, earthquake, subsidence, landslip, heave, collision by aircraft or parts of aircraft, articles dropped therefrom, flood, storm, lightning, burst pipes, traffic accidents, power supply failure, damage due to any malfunction of any sprinkler system or due to any break, rupture, or any leakage in any sprinkler system, theft, malicious damage, costs of removal of graffiti, impact, and such other risks and contingencies as the Landlord may from time to time require to the full replacement value or reinstatement cost from time to time including architects', surveyors', engineers' and any other professional fees, including demolition charges (if any) with full provision for estimated inflation and loss of rent throughout the term of the tenancy hereby created, and, for sufficient cover against the death of or personal injury to or illness or disease contracted by any person and loss or damage or legal costs suffered or paid by any person in connection with the possession, occupation or use of the Premises by the Tenant; and
- (ii) The Tenant shall duly pay all premiums or other moneys necessary for effecting and keeping up the policy or policies of insurance as required under this Special Condition before the same become due and to produce to the Landlord the said policy or policies of such insurance and proof of such payments within seven (7) calendar days of the premiums becoming due failing which the Landlord may take out or renew such policy or policies in any sum the Landlord may deem expedient; all moneys expended by the Landlord under this provision shall be

reimbursed by the Tenant on demand and shall bear interest at the rate of two per centum (2%) per annum above the prevailing Best Lending Rate of The Hongkong and Shanghai Banking Corporation Limited from the date of payment by the Landlord PROVIDED THAT all moneys received or to be received by virtue of any insurance relating to the Premises maintained or effected by the Tenant (whether or not in pursuance of the obligations herein) are hereby charged to and shall be paid to the Landlord (or if not paid by the insurers directly to the Landlord shall be held on trust for the Landlord) and shall at the option of the Landlord be applied in replacing, restoring, repairing or reinstating the Premises or any part thereof, fixtures, fittings or other assets destroyed, damaged or lost (any deficiency being made good by the Tenant) AND PROVIDED FURTHER THAT should any policy of insurance be rendered void or should any liability on the part of any insurer be avoided due to the act, neglect or default of the Tenant or any employees, contractors, agents, workmen any licensees or invitees of the Tenant, the Tenant shall at his own expense, replace, restore, repair or reinstate the Premises and any fixtures, fittings or other assets therein in all respects to the satisfaction of the Landlord. Should the Tenant fail to perform his obligations as above, it shall be lawful for the Landlord, its agents, contractors or workmen and any other persons authorized by the Landlord to enter upon the Premises to carry out such works as the Landlord considers necessary and expedient to remedy such failure. The costs of all such works shall be payable by the Tenant to the Landlord on demand. It being agreed and declared that a certificate under the hand of the Landlord as to the costs of any such works shall be final, conclusive and binding on the Tenant.

- (b) Without prejudice to the Tenant's obligations under this Agreement, the Tenant shall at his own expense insure and indemnify the Landlord from and against all claims, demands and proceedings made by employees or agents of the Tenant working at the Premises or by the relatives of such employees or agent under the Employees' Compensation Ordinance (Cap. 282), any regulations made thereunder and any amending legislation.
- (c) Without prejudice to the Tenant's obligations under this Agreement, the Tenant shall at his own expense take out such other policies of insurance as he deems fit or as may reasonably be required by the Landlord from time to time.
- (d) The Tenant shall, at his own cost and at such time as the Landlord may specify, produce the policy or policies of insurance required under this Agreement for approval by the Landlord and the premium receipts of such policy or policies for examination by the Landlord.
- (e) The Tenant shall with all due diligence conform to the conditions of the insurance policies referred to in this Special Condition and all reasonable requirements of the insurers in connection with the settlement of claims,

the recovery of losses and the prevention of accidents and the Tenant shall bear at his own cost the consequences of any failure to do so. The Tenant shall bear the cost of all excesses (deductibles), exclusions or limitations applying under the said policies insofar as they concern risks or obligations for which the Tenant is responsible under the terms of this Agreement whether in respect of claims made against the Tenant and/or the Landlord and such amount shall be payable by the Tenant to the Landlord on demand.

- (f) The Tenant shall cause all sums received by virtue of the insurances taken out by the Tenant under this Special Condition to be paid to the Landlord, who shall forthwith apply the same towards the discharge of any liability, settlement of any action or claims and/or reinstatement of any damaged property and the Tenant shall be liable for or make up any deficiency in the costs of discharging such liability, settling such action or claim and/or reinstatement of any damaged property.
- (g) Without prejudice to the Tenant's obligations under this Agreement, the Tenant shall at its own cost and expense, negotiate, arrange, effect and maintain at all times throughout the term of tenancy hereby created, for the benefit and in the joint names of the Tenant and the Landlord, a third party/legal liability insurance with a Cross Liability Clause indemnifying the Tenant and the Landlord (as if a separate insurance policy had been insured to each of them) the sum of not less than Hong Kong Dollars Fifty Million (HK\$50,000,000) for any one (1) accident and unlimited number of claim for any one (1) period of insurance of no more than twelve (12) months or such greater sum as specified in writing by the Landlord from time to time with one (1) calendar month's notice against legal liabilities for death of or bodily injury to persons or loss of or damage to property arising out of or in consequence of the use and occupation of the Tenant and the performance of this Agreement by the Tenant, or its authorized persons including any contractor or agent in the Premises or any of their activities in relation to such use and occupation. If in the Tenant's opinion, the amounts or the sum insured are insufficient to cover the Tenant's risks, duties, obligations and liabilities in connection with this Agreement hereunder, at common law or otherwise, the Tenant may at its own cost and expense, effect and maintain such further insurance as it considers necessary.
- (h) All insurance referred to in this Special Condition shall be –
  - (i) in such terms and for such amounts as shall be approved by the Landlord; and
  - (ii) effected with insurers approved by the Landlord in writing.
- (i) The Tenant shall not do or permit or suffer to be done anything whereby the policy or policies of insurance on the Premises against the risks referred to in this Special Condition may become void or voidable.

5. The Tenant shall not use or permit or suffer to be used the Premises or any part

thereof as sleeping quarters or as domestic premises within the meaning of any Ordinance for the time being in force or to allow any person to remain on the Premises overnight unless with the Landlord's prior permission in writing. Such permission shall only be given to enable the Tenant to post watchmen for the security of the Premises and the names of the watchmen shall first be registered with the Landlord prior to its giving such permission.

6. (a) The Tenant shall on or before signing or execution of this Agreement deposit with the Landlord the sum of Hong Kong Dollars  
only (HK\$ )  
as security for the due payment of the monthly rent, management fees, electricity charges, water charges, rates, taxes, assessments, charges, duties and any other outgoings as aforesaid and the due payment of the rent, licence fee, rates, electricity charges, management fees, water charges, taxes, assessments, duties, charges and any other outgoings (hereinafter collectively referred to as "Sums") payable under any other agreements of any other tenancies or any leases or licences of any premises granted or to be granted by the Landlord to the Tenant (hereinafter referred to as "Other Agreements") and the due performance and observance by the Tenant of all and singular the several agreements, covenants, provisions, conditions, terms and stipulations reserved and contained herein and in Other Agreements. The said deposit shall remain deposited with the Landlord throughout the term of the tenancy hereby created free of any interest to the Tenant.
- (b) At the expiration or sooner determination of this Agreement if the Tenant shall have paid all the monthly rent, management fees, electricity charges, water charges, rates, taxes, assessments, charges, duties and any other outgoings herein contained and any interest payable under Clause (4)(a) hereof and all the Sums payable under Other Agreements and any interest payable thereon, and if there shall be no breach of any of the terms and conditions contained herein and in Other Agreements, the Landlord shall refund the said deposit to the Tenant without interest thereon after the Tenant shall have duly delivered vacant possession of the Premises to the Landlord in accordance with the provisions herein contained but if there shall be any monthly rent, management fees, electricity charges, water charges, rates, taxes, assessments, charges, duties or other outgoings herein contained or any interest payable under Clause (4)(a) hereof and/or any Sums payable under Other Agreements or any interest payable thereon in arrears, the Landlord may apply such deposit towards payment of such arrears of monthly rent, management fees, air-conditioning charges, electricity charges, water charges, rates, taxes, assessments, charges, duties and other outgoings herein contained and any interest payable under Clause (4)(a) hereof and/or such arrears of the Sums payable under Other Agreements and any interest payable thereon without the Landlord first having recourse to any security deposit paid under Other Agreements, and the Landlord shall be entitled to deduct the amount(s) from the said deposit for payment of any rates or other charges and interest thereon in arrears to the Government or other corporation (as the case may be) or if there shall be any breach of agreements, covenants, provisions, conditions, terms or stipulations contained herein or in Other Agreements, the Landlord may apply such deposit towards remedying such breach (in

so far as this may be possible) without the Landlord first taking actions or proceedings against the Tenant and without prejudice to any other claim or remedy that the Landlord may have against the Tenant by reason of the breach. In which event, the Landlord shall only pay the balance (if any) of the said deposit to the Tenant.

- (c) In the case of the Landlord exercising his right to terminate this Agreement and re-enter upon the Premises or any part thereof in the name of the whole under Clause (4)(a) hereof by reason of the default on the part of the Tenant in payment of the monthly rent, management fees, electricity charges, water charges, rates, taxes, assessments, charges, duties and other outgoings and interest payable under Clause (4)(a) hereof as aforesaid or in performance or observance of any of the agreements, covenants, provisions, terms, conditions and stipulations on the Tenant's part herein contained, the Landlord shall without prejudice to his other rights and remedies herein contained be entitled to forfeit the whole of the said deposit as and for liquidated damages and not as penalty.
- (d) Nothing contained in this Special Condition shall be so construed as preventing the Landlord from recovering from the Tenant damages in respect of such default over and above the said deposit and the payment of the said deposit shall not be deemed or considered as a payment of the monthly rent, management fees, electricity charges, water charges, rates, taxes, assessments, charges, duties or any other outgoings and interest thereon in advance and accordingly in any action for recovery of possession for non-payment of the monthly rent, the management fees, electricity charges, water charges, rates, taxes, assessments, charges, duties and other outgoings payable by the Tenant hereunder and any interest payable under Clause (4)(a) hereof, the Tenant shall be deemed to be in default if the same are not paid in accordance with the terms and conditions herein contained.
- (e) For the avoidance of doubt, the payment of the said deposit shall not be deemed or considered as a payment of the Sums and interest thereon in advance under Other Agreements and accordingly in any action for recovery of possession for non-payment of the Sums payable under Other Agreements and any interest payable thereon, the Tenant shall be deemed to be in default if the same are not paid in accordance with the terms and conditions of Other Agreements.
- (f) Nothing contained in this Special Condition shall affect or prejudice the rights and interests of the Landlord under Other Agreements or any agreements, covenants, provisions, conditions, terms and stipulations contained in Other Agreements, or shall prevent the Landlord from recovering damages, or making any claims, whether under Other Agreements or otherwise, in respect of any breach of the agreements, covenants, provisions, conditions, terms or stipulations contained in Other Agreements. The Landlord may apply the said deposit towards payment of arrears of the Sums payable under Other Agreements and any interest payable thereon or remedying any breach of agreements, covenants, provisions, conditions, terms or stipulations contained in Other

Agreements without the Landlord first having recourse to any security deposit paid under Other Agreements or taking any actions or proceedings under Other Agreements.

7. The Tenant shall at his own expense keep, maintain and yield up the Premises and any additions therein and thereto at the expiration or sooner determination of this Agreement in good, clean and tenantable repair and condition in which they were at the commencement of the term of this Agreement in accordance with the stipulations herein contained PROVIDED THAT where the Tenant has made any alterations or installed any fixtures, installations, equipment or additions to the Premises with or without the Landlord's prior written consent, the Landlord may at its discretion require the Tenant at his own expense to reinstate, remove such alterations, fixtures, installations, equipment or additions or any part or portion thereof and make good and repair in a proper and workmanlike manner any damage to the Premises and the Landlord's fixtures and fittings, including the plumbing and drainage installations, therein as a result thereof before delivering up the Premises to the Landlord. If the Tenant fails to carry out any such works in all respects to the satisfaction of the Landlord as required under this Special Condition, the Landlord may carry out the same and recover the costs so incurred from the Tenant, and such costs if unpaid on the due date as specified by the Landlord shall carry interest at the rate of two per centum (2%) per annum above the prevailing Best Lending Rate of The Hongkong and Shanghai Banking Corporation Limited and together they shall be a debt due from the Tenant to the Landlord, and be forthwith recoverable by action. It being agreed and declared that a certificate under the hand of the Landlord as to the costs of any such works shall be final, conclusive and binding on the Tenant.

8. The Tenant shall not store or permit or suffer to be stored in or upon the Premises any dangerous goods as defined in Section 2 of the Dangerous Goods Ordinance (Cap. 295), any regulations made thereunder and any amending legislation without the prior written approval of the Landlord.

9. (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 Agreement to check observance of and compliance with any requirements in connection with fire safety.

10. (a) The security of the Premises and all users, visitors, vehicles parked and/or any goods and monies and properties stored and placed in the Premises shall be the sole responsibility of the Tenant during the term of tenancy hereby created and any security arrangement shall be subject to the prior written approval of and in all respects to the satisfaction of the Landlord.

(b) If required by the Landlord, the Tenant shall at its own cost and expense carry out additional measures in relation to safeguard the security of the Premises within such time limit specified by the Landlord in writing.

(c) For avoidance of doubt, sub-clauses (a) and (b) of this Special Condition shall not prejudice or affect the Tenant's obligation to comply with any statutory regulation and requirement in relation to the use or occupation

of the Premises and/or operation of the Business at the Premises.

11.
  - (a) The Tenant shall not encumber or obstruct or permit or suffer to be encumbered or obstructed with any boxes, furniture, articles, rubbish or other obstruction of any kind or nature nor cause or permit any of his contractors, employees, agents, occupiers, licensees or invitees to use for any purpose other than that for which they are intended any of the entrance ways, stairways, lifts, escalators, passageways, landings or any other areas in the Development in common use. The Tenant shall not cause or permit or suffer to be caused any damage or dirtiness to such entrance ways, stairways, lifts, escalators, passageways, landings or any other areas in the Development in common use or such fabric, walls or any other facilities in the Development.
  - (b) The Tenant shall take all necessary steps to ensure that at all times throughout the term of the tenancy hereby created all means of escape and emergency exit routes within the Building shall be free from obstruction at all times, and all fire safety signs and notices, emergency lighting, fire doors and shutters and fire curtains shall not be obscured.
  - (c) The Tenant shall at its own cost and expense deploy, and shall prove in all respects to the satisfaction of the Landlord as the Landlord may require from time to time that the Tenant has at its own cost and expense deployed or will deploy, sufficient security guards, workmen or other persons employed by the Tenant, or his contractors or agents, to discharge his obligations under this Special Condition.
  - (d) The Tenant shall pay or reimburse the Landlord forthwith upon demand all costs, losses and damages incurred, suffered or payable by the Landlord arising directly or indirectly out of or in connection with the Tenant's failure to comply with or to observe the provisions in sub-clauses (a) to (c) of this Special Condition.
12.
  - (a) The Tenant shall erect or place sign(s) or road marking(s) in accordance with the Road Traffic (Parking on Private Roads) Regulations Cap. 374O or any amending legislations (hereinafter referred to as "the said Regulations") to prohibit or restrict parking of vehicles on driveways, passageways or any areas other than the Parking Spaces (hereinafter referred to as "restricted parking area") within the Premises.
  - (b) The Tenant shall ensure that the driveways, passageways, entry/exit points and any other areas of the Premises are free from obstructions of any kind at all times. The impoundment or removal of vehicles which are parked on the driveway, passageway, entry/exit points or restricted parking area within the Premises, in contravention of any sign or road marking in the Premises or causing any obstruction of any kind shall only be carried out by persons duly appointed by the Tenant as authorized officers (hereinafter in this Special Condition referred to as "authorized officer") in accordance with the said Regulations.
  - (c) Subject to the said Regulations, the Tenant shall ensure that an authorized

officer shall impound or remove any vehicle which is parked on a restricted parking area within the Premises in contravention of any sign or road marking when (i) the vehicle is being left unattended and the driver cannot be located; or (ii) the driver is unable to remove the vehicle or refuses or fails to remove the vehicle by fixing an "approved immobilization device" (as defined in the said Regulations) to the vehicle at (i) the restricted parking area where the vehicle is parked; or (ii) other place which the vehicle is being relocated after being removed from such restricted parking area, and the Tenant may detain the impounded or removed vehicle until full payment of impounding, removal and/or storage charges incurred in respect of that vehicle as are specified in Schedule 2 to the said Regulations.

- (d) The Tenant shall ensure that each authorized officer shall carry with him the identity card issued by the Tenant when carrying out his duties and shall produce the same for inspection upon request by any person, and shall impound or remove and detain vehicles on the Premises only in accordance with the said Regulations and the terms contained in the delegation of authority issued by the Tenant.
- (e) The Tenant shall further ensure that any vehicles impounded or removed by an authorized officer shall be released to the owner or driver thereof upon payment of an impounding or removal charge and a storage charge incurred in respect of such vehicles as are specified in Schedule 2 to the said Regulations.

13. The Tenant shall at all times allow the Landlord, the Head Lessor, the manager of the Development (if so appointed under the DMC), its or their officers, employees, contractors, workmen or agents, free right of vehicular ingress to and egress from the Building including such part or parts of the Premises as shall be necessary or convenient for the proper use and enjoyment of the Building (other than the Premises). The Tenant shall observe and comply with such rules and measures as may from time to time be imposed by the Landlord or the Head Lessor, the manager of the Development (if so appointed under the DMC) for the enjoyment of the rights herein contained.

14. The Tenant shall submit to the Landlord within seven (7) calendar days from the date of request information on the details of utilization of the Premises including but not limited to the hourly, monthly and quarterly parking rate of the Parking Spaces and such additional information as the Landlord may require within such time limit as may from time to time be specified by the Landlord.

- 15. (a) Each party shall treat as confidential all information supplied by the other party hereto under this Agreement which is designated as confidential by either party or which is by its nature clearly confidential. Neither party shall divulge any confidential information to any person except to his own employees and then only to those employees who need to know the same. Each party shall ensure that his employees are aware of and shall comply with the provisions of this sub-clause.
- (b) Notwithstanding the provisions contained in sub-clause (a) of this Special Condition, it is hereby expressly agreed by the parties hereto that the

following information shall not be treated as confidential and may be released, disclosed and transferred by the Landlord to any Government departments or bureaux, Transport Advisory Committee and any other persons that the Landlord considers necessary or appropriate for Government uses and/or for answering enquiries related to transport or traffic matters:

- (i) details of utilization of the Parking Spaces in the Premises including but not limited to the hourly, monthly and quarterly parking rates; and
  - (ii) the hourly, monthly and quarterly parking fees for the Parking Spaces from time to time charged.
- (c) No claim whatsoever shall be made by the Tenant against the Landlord, Government departments or bureaux, or their officers, employees or agents in respect of the release, disclosure, transfer or use of the information as provided under sub-clause (b) of this Special Condition.

16. Without prejudice to Special Condition Nos. 10 and 26 hereof, the Tenant shall prove in all respects to the satisfaction of the Landlord as the Landlord may require from time to time that the Tenant has deployed or will deploy sufficient security guards to man the Shroff Office and Guard Booth and provide security protection to the Premises and prevent and deter any unauthorized, criminal activities or any other activities as directed by the Landlord from time to time (which activities do not fall within the purposes for which the Premises shall be used under the First Schedule hereto) within the Premises throughout the term of tenancy hereby created. The Tenant is required to carry out security duties including but not limited to carrying out patrols and shall use an electronic patrol monitoring equipment/system as approved by the Landlord in its absolute discretion to record the patrols at appropriate checkpoints. All such approved patrol monitoring equipment/system and accessories including maintenance and replacement shall be provided at the expenses of the Tenant. The patrol records shall be and remain as the Landlord's property. The Tenant shall keep such records properly to the satisfaction in all respects of the Landlord throughout the term of the tenancy hereby created and shall upon request within the time as stipulated by the Landlord submit such patrol records to the Landlord. The Landlord has the sole and absolute discretion to reject and/or accept any electronic patrol monitoring equipment and/or other alternative patrol monitoring equipment/system as proposed to be used by the Tenant in compliance with this Special Condition.

17. The Tenant shall indemnify and keep indemnified the Landlord and its officers, employees, contractors, workmen and agents against all actions, suits, costs, claims, demands whatsoever arising out of or in connection with any damage howsoever caused to any vehicles on the Premises or arising out of or in connection with any act of impounding, towing or removing any vehicles which are parked on a restricted parking area within the Premises in contravention of any sign or road marking.

18. The Tenant shall comply with and observe all Ordinances, bye-laws, regulations and rules for the time being in force in Hong Kong governing the use and operation of a fee-paying public car park within the Premises and the control of any form of pollution, including air, noise, water and waste pollution, and for the protection of the environment.

19. The Tenant shall not dump any earth, debris, spoil of whatsoever nature, or building materials on any Government land or properties.

20. The Tenant shall not permit sewage or refuse water to flow from the Premises onto any adjoining land or allow any decaying, noisome, noxious, excrementitious, or other refuse matters to be deposited on any part of the Premises or areas adjacent thereto and shall have all such matters removed from the Premises or any structure erected thereon in a proper manner.

21. The Landlord shall not be liable for any damages or compensation under the Fatal Accidents Ordinance (Cap. 22), the Employees' Compensation Ordinance (Cap. 282), or at common law, by or in consequence of any accident or injury to any workmen or other person whether or not in the employment of the Tenant and the Tenant shall indemnify and keep indemnified the Landlord and its officers, employees, contractors and workmen against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

22. In the event of any workman or other person employed by the Tenant on, in or in connection with the Premises or the Business suffers any personal injury and whether there be a claim for compensation or not, the Tenant shall without delay give notice in writing of such personal injury to the Landlord.

23. In the event of the non-fulfilment or non-observance of the Tenant's obligations pursuant to Special Condition No. 4 of this Fourth Schedule (as to which the decision of the Landlord shall be final, conclusive and binding on the Tenant) the tenancy hereby created will be determined upon one (1) calendar month's written notice to such effect being served by the Landlord on the Tenant.

24. In the event that a Parking Space in the Pink Circled Black Area is used for the parking of one private car used by driver who is a disabled person (as defined in the Road Traffic Ordinance (Cap. 374), any regulations made thereunder and any amending legislation), the hourly and monthly parking fees (as the case may be) to be charged by the Tenant in respect thereof shall be fifty per centum (50%) of the hourly and monthly parking fees (as the case may be) charged by the Tenant in respect of other Parking Spaces in the Premises. For the avoidance of doubt, in the event that a Parking Space in the Pink Circled Black Area is used for the parking of one private car which carries people with mobility disability and is used by driver who is a bearer of the Parking Certificate, there shall be no concession on the parking fees to be charged by the Tenant and the hourly and monthly parking fees (as the case may be) in respect thereof shall be the hourly and monthly parking fees (as the case may be) charged by the Tenant in respect of other Parking Spaces in the Premises.

25. (a) No part of the Premises shall be used for vehicle repairing, vehicle maintenance, car wash or vehicle beautification service.

(b) No display or storage or exhibiting of motor vehicles for sale or lease or hire shall be allowed on the Premises or any part thereof.

26. Without prejudice to Special Condition Nos. 10 and 16 hereof, within three (3) calendar months from the Commencement Date, the Tenant shall submit a proposed scheme of security including but not limited to perimeter security, access control, lighting, security staff, closed-circuit television camera system, emergency communication and security of cash holding to the Commissioner of Police (Attention : Crime Prevention Bureau) for his approval.

The Tenant shall at his own expense, within two (2) calendar months from the date of approval, implement and comply with all the terms and requirements of the said scheme duly approved as aforesaid in his use and occupation of the Premises and shall not vary or make any alteration to the said approved scheme without the prior written consent of the Commissioner of Police.

27. The Tenant shall at its own cost and expense arrange regular cleaning or cleansing of the Premises including but not limited to cleaning or cleansing the water tanks (which include modulating float valves) of the water supply systems specified in the Fifth Schedule hereto. The Tenant shall further arrange regular inspection and repairing to the modulating float valves of the said water tanks.

28. (a) The Tenant shall use and operate the “Access Control System including electronic payment system interface”, “Licence Plate Recognition System” and “Information System for dissemination of vacancy information including Parking Bay Information Display Panel”, all being some of the Landlord’s Provisions installed and provided by the Landlord under the Fifth Schedule hereto at the Carpark Entrance for vehicular ingress to and egress from the Building during the Hours of Operation throughout the term of the tenancy hereby created. The Tenant shall not change or alter or in any way vary the aforesaid systems without consent of the Landlord. Save for the collection of parking fees by the Autopay System as referred to in Special Condition No. 30 and the self-service kiosk which is installed within the Car Searching System (being one of the Landlord’s Provisions under the Fifth Schedule), and the charging fees by the Charging Payment System as referred to in Special Condition No. 29(c), the Tenant shall not use any area other than the Shroff Office for collection of parking fees, impounding charges and/or any other charges under this Agreement.

(b) The Tenant shall maintain good order of incoming and outgoing parking vehicles. In the event of temporary failure or malfunction of the Access Control System, the Tenant shall immediately implement efficient manual operation in lieu thereof. Subject to the Fifth Schedule hereto, in the event that the use or operation of the Access Control System would be suspended due to permanent defects found in the Access Control System which cannot be repaired, the Tenant shall submit written application to the Landlord for approval to use other appropriate access control system during such suspension period until the replacement of a new access control system by the Landlord and the decision of the Landlord as to whether the Access Control System can be repaired and what constitutes the appropriate access control system shall be final, conclusive and binding on the Tenant. Upon issuance of the approval by the Landlord, unless otherwise directed by the Landlord or until a new access control system is replaced and provided by the Landlord, the Tenant shall use the approved access control system without any change or variation.

(c) While the Access Control System does not provide parking tickets, when required or upon request by the users of Parking Spaces, the Tenant shall at his own expense provide parking tickets of his own for the operation of the Business.

29. (a) The Tenant shall, subject to sub-clauses (b) and (c) of this Special Condition,

use and operate the “32 Amp 220 voltage Electric Vehicle Chargers” together with their associated fixed electrical installations and smart systems (hereinafter referred to as “the Charging Facilities”), being one of the Landlord’s Provisions under the Fifth Schedule hereto, to provide charging services for electric vehicles and plug-in hybrid electric vehicles parking at the Parking Spaces starting from the date of operation of the Business.

- (b) Subject to the installation of the Charging Payment System under sub-clause (c)(ii) of this Special Condition, the Tenant shall charge and collect fees from users using the Charging Facilities at the rate(s) or pricing package(s) set by the Tenant subject to the following conditions:
  - (i) the Landlord’s prior written approval to the said rate(s) or pricing package(s) shall be obtained;
  - (ii) all users using the Charging Facilities shall have the right to pay the charging fee on a time-charge basis with an hourly rate or such other rate(s), or on other basis in Hong Kong dollars without being required to join any of pricing packages;
  - (iii) in the event that the installation of the Charging Payment System as provided under clause (c)(ii) of this Special Condition is not completed on or before the operation of the Business, the Tenant may collect the charging fee from the users using the Charging Facilities through other payment means as approved by the Landlord in relation to its provision of charging services for electric vehicles and plug-in hybrid electric vehicles to such users;
  - (iv) the bilingual notice(s) in both Chinese and English showing the rate(s) or pricing package(s) of the fee paying charging services under this Special Condition in the form(s) in all respects to the satisfaction of the Landlord shall be provided to the users of the Charging Facilities; and
  - (v) the user guides for using the Charging Facilities with the 24-hour hotline printed thereon shall be displayed at the conspicuous places in the vicinity of the Charging Facilities.
- (c) The Tenant shall make arrangement at his own cost and expense for:
  - (i) operating and maintaining the Charging Facilities for operating the Business in all respects to the satisfaction of the Landlord and in accordance with the Fifth Schedule hereto.
  - (ii) providing, installing and maintaining the payment system for collecting charging fees from the users using the Charging Facilities (“the Charging Payment System”) in the form(s) (which include but not limited to the use of mobile software application(s)) and at the location(s) as directed or approved by the Landlord in all respects to the satisfaction of the Landlord. Such Charging Payment System shall

be compatible with the Autopay System (as referred to in Special Condition No. 30 hereof). The Tenant shall complete the installation of the Charging Payment System will within two (2) calendar months from the Commencement Date or on such other date as specified by the Landlord. For the avoidance of any doubt, the Landlord does not warrant, represent or undertake that the Landlord's Provisions will be compatible with the Charging Payment System and unless prior written approval is obtained from the Landlord, the installation of the Charging Payment System shall not affect or cause any interference to the use and operation of the Landlord's Provisions. Unless obtaining approval from the Landlord, the Tenant shall not use the self-service kiosk which is installed within the Car Searching System, the Shroff Office and the Carpark Entrance for collection of charging fees.

- (iii) the supply and connection of electricity to the Charging Facilities and the Charging Payment System as the Tenant shall require and to pay all charges in connection therewith including the deposit and the cost of installing, upgrading, maintaining, repairing, replacing and, at the expiration or sooner determination of this Agreement, the cost of dismantling and removing all pipes, conduits, wires, cables, meters, switches and any other necessary apparatus ancillary thereto from the Premises, the Charging Facilities and the Charging Payment System PROVIDED THAT the Tenant shall have no claim whatsoever against the Landlord in the event of its failure to obtain any of such supply for any reason whatsoever. For the avoidance of any doubt, the Landlord shall under no obligation to provide any electricity power and data-line connection or installation in respect of the installation of the Charging Payment System.
- (iv) providing all information for any specified period(s) as required by the Landlord in relation to the charging services provided under this Special Condition, which includes but not limited to the utilization of the Charging Facilities, the duration of each time of charging services being used, the rate of electricity being used and the charging fees collected by the Tenant.

- 30. (a) The Tenant shall at his own expense install, operate, maintain, repair and renew the electronic payment systems / tools as set out in the Sixth Schedule or other methods as required and approved in writing by the Landlord in its sole discretion (hereinafter collectively referred to as "Autopay System") and in all respects to the satisfaction of the Landlord and accept payment made via such Autopay System as an alternative to cash payment for the parking fees of the Parking Spaces or charging fees of the charging services provided under Special Condition No. 29. The installation of the Autopay System shall be completed within two (2) calendar months from the Commencement Date or such other date as specified by the Landlord at its sole discretion. For the avoidance of any doubt, the Landlord shall under no obligation to provide any electricity power and data-line connection or installation in respect of the installation of the Autopay System.

- (b) Prior to the commencement of any works for the installation, operation, maintenance, repair and renewal of the Autopay System, the Tenant shall submit all plans, documents and specifications (including dimensions, designs, installation methods and such other information as the Landlord may require in its sole discretion) to the Landlord for written approval.
- (c) At the expiration or sooner determination of this Agreement, if so required by the Landlord, the Tenant shall at his own expense demolish and remove the Autopay System in all respects to the satisfaction of the Landlord.

31. The Tenant shall at his own expense operate a manned twenty-four (24) hour hotline throughout the term of the tenancy hereby created to answer general enquiries concerning the operation of the Business, which includes but not limited to the use of the Charging Facilities, and requests from users on the operation of the Landlord's Provisions and keep in a register of all complaints received in relation to the operation of the Business. The telephone number of such hotline shall be displayed in conspicuous place(s) in the Premises as directed by the Landlord. Upon request by the Landlord, the Tenant shall within three (3) calendar days from the date of request submit a monthly record of the said register of complaints to the Landlord for information and review.

32. The Tenant shall allow pipes, conduits or other conducting media or utility services to pass through, over or under the Premises to serve other premises and areas in the Building and shall permit the Landlord, the Head Lessor, the manager of the Development (if so appointed under the DMC) and all other persons authorized by the Landlord or the Head Lessor, the manager of the Development (if so appointed under the DMC) to enter the Premises at all reasonable times with or without appliances, equipment and/or vehicles and to inspect, erect, maintain, repair or replace such pipes, conduits or other conducting media or utility services.

33. (a) The Tenant shall obtain the Landlord's written approval to the scale of parking rates including but not limited to hourly, monthly, quarterly (as mentioned in sub-clause (b) of this Special Condition hereinbelow), or other parking rate(s) to be charged by the Tenant in respect of the Parking Spaces prior to the commencement of the Business in the Premises. Subject to the prior written approval of the Landlord (which approval shall not be unreasonably withheld), the Tenant may adjust the said parking rates from time to time. The Tenant shall not charge any parking fees except in such scale as approved by the Landlord.
- (b) The Tenant shall reserve eighteen (18) Parking Spaces within the Pink Stippled Black Area for quarterly parking for taxi (hereinafter referred to as "Quarterly Parking") at a rate of HK\$2,250 or at such rate or rates as may be imposed by the C for T from time to time in writing to the Tenant. For the avoidance of doubt, the Quarterly Parking refers to the same taxi (which vehicle registration number will be registered by the Tenant) parking in the Premises during such 3-month-period. The C for T reserves the right to revise the numbers of Parking Spaces required to be reserved for Quarterly Parking under this Special Condition and the determination of C for T shall be final, conclusive and binding on the Tenant. The Tenant shall not be entitled to raise any objection or terminate this Agreement in relation to any revision of the number of Parking Spaces reserved for Quarterly Parking or the quarterly parking rate, and shall have no claim against the Landlord for

any loss, damage, inconvenience or compensation of whatsoever nature that it may suffer or incur as a result of or in connection with such revision nor shall the monthly rent, rates, management fees, electricity charges or other charges payable under this Agreement or any part thereof be reduced, abated or ceased to be payable.

34. Without prejudice to Clause 2(l) hereof, the Tenant acknowledges that certain works of construction, maintenance, repair, amendment, reconstruction and rectification and any other works, including but not limited to the renovation of external walls, roof and canopy (if any) of the Premises or the Building or any part thereof may be required to be carried out during the term of the tenancy hereby created. The Tenant shall follow and accept the temporary arrangements caused by such renovation works. The Tenant agrees to the erection of such temporary structures inside or outside the Premises or in front of the Premises for the purposes of carrying out the said renovation works to the Premises, the Building, the Development or any part thereof. The Tenant further accepts the temporary disruption to the supply of utility services at the Premises (including but not limited to the supply of water, electricity, air-conditioning, mechanical ventilation and lighting) during such renovation period. The Tenant agrees not to hold the Landlord liable or responsible for any annoyance, disturbance, nuisance, injury, loss or damage caused to or suffered by the Tenant, his staff, contractors, licensees, visitors or invitees arising directly or indirectly out of or in connection with the said renovation works or any other related works and no claims whatsoever for compensation, reduction in rent or otherwise shall be made by the Tenant against the Landlord by reason thereof.
35. (a) The Tenant shall at his own expense take or cause to be taken such preventive measures in all respects to the satisfaction of the Landlord as are necessary to prevent oil or oil-derived substances from entering the sewers or drains within or serving the Premises. The determination and decision of the Landlord as to what preventive measures are necessary is final, conclusive and binding on the Tenant.
- (b) In the event of oil from the Premises being leaked, eroded and washed down onto any areas of the Building or the Development, 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 oil from and make good any damage done to the affected areas of the Building or the Development, 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 the Landlord fully indemnified from and against all liabilities, claims, loss, damages, expenses, charges, costs, demands arising directly or indirectly out of or in connection with any damage or nuisance to any person or private property caused by such leakage, erosion and washing down;
- (c) Notwithstanding sub-clause (b) 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 oil from and make good any damage done to the Premises, the Building, Development, the 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 (b).

36. The Tenant shall allocate such number of Parking Spaces in the Premises as may be determined by the Landlord from time to time for different types or categories of parking, which includes but not limited to hourly parking, monthly parking, Quarterly Parking or night parking.

37. The Tenant shall conduct regular inspection to the Bay Guidance System, the Car Searching System and their associated facilities. The Tenant shall ensure that the Bay Guidance System will through the indicator installed thereto correctly and properly reflect the status of each Parking Space, which shall include but not limited to whether such Parking Space is available for parking, being reserved or suspended from use, and the availability of each type or category of Parking Spaces.

38. (a) Within fourteen (14) calendar days from the date of commencement of the operation of the Business or such later date as may be decided and specified by the C for T (as to which the decision of the C for T) shall be final, conclusive and binding on the Tenant), and thereafter throughout the term of the tenancy hereby created, the Tenant shall at this own expense and in all respects to the satisfaction of the C for T submit to the C for T and the Public Sector Information (PSI) Portal “data.gov.hk” information relating to and associated with the Parking Spaces and the operation information thereof including but not limited to information on availability of such Parking Spaces and information on full occupation of such Parking Spaces (hereinafter referred to as the “Parking Information”) in accordance with sub-clause (b) of this Special Condition. In the event of temporary failure of the “Information System for dissemination of vacancy information including Parking Bay Information Display Panel”, the Tenant shall immediately implement efficient manual reporting in lieu thereof.
- (b) The Parking Information shall be submitted in such format and at such time and intervals and shall comprise such information as the C for T may from time to time require or specify (as to which the decision of the C for T shall be final conclusive and shall be binding on the Tenant).
- (c) The Tenant hereby accepts and acknowledges that the Landlord, the C for T, their officers, contractors and agents and any other persons authorized by the Landlord or the C for T shall have the absolute right to process the Parking Information and to use, copy, disclose and disseminate the Parking Information, whether as submitted or after processing, for use by members of the public.
- (d) The Landlord, the C for T, their officers, contractors and agents and any other persons authorized by the Landlord or the C for T shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Tenant or any other person whether arising out of, in connection with or incidental to the fulfilment

of the Tenant's obligations under sub-clauses (a) and (b) of this Special Condition or the exercise by the Landlord, the C for T, their officers, contractors and agents and any other persons authorized by the Landlord or the C for T of the right under sub-clause (c) of this Special Condition or the use of the Parking Information, whether as submitted or after processing, by members of the public and no claim whatsoever shall be made by the Tenant against the Landlord, the C for T, their officers, contractors and agents or any other persons authorized by the Landlord or the C for T in respect of any such loss, damage, nuisance or disturbance.

- (e) The Tenant shall indemnify and keep indemnified the Landlord, the C for T, their officers, contractors and agents and any other persons authorized by the Landlord or the C for T from and against all actions, proceedings, liabilities, claims, costs, losses, damages, expenses, charges and demands whatsoever arising out of, in connection with or incidental to the fulfilment of the Tenant's obligations under sub-clauses (a) and (b) of this Special Condition, any omission, neglect or default by the Tenant in submitting the Parking Information in accordance with sub-clauses (a) and (b) of this Special Condition; the processing, use, copy, disclosure or dissemination of the Parking Information pursuant to sub-clause (c) of this Special Condition or the use of the Parking Information, whether as submitted or after processing, by members of the public.

\*[39. The Tenant shall at his own costs and expenses implement the proposals and the innovative suggestions as set out in the Seventh Schedule hereto in all respects to the satisfaction of the Landlord (as to which the decision of the Landlord shall be final, conclusive and binding on the Tenant).

*[Remark: \* Insert this special condition if any of the proposals and/or innovative suggestions in the Form of Technical Proposal submitted by the successful tenderer in his tender is accepted by the Financial Secretary Incorporated and is to form part of this Agreement. The Seventh Schedule shall set out the relevant proposal(s) and/or innovative suggestion(s).]*

FIFTH SCHEDULE

The Landlord’s Provisions referred to in Clause (2)(t) of this Agreement

(a) Subject to the provisions contained in this Fifth Schedule, the Landlord will deliver the items listed hereinbelow to the Tenant upon the commencement of the tenancy hereby created:-

Item	<u>Equipment / Facilities / Location</u>
1.	Access Control System including electronic payment system interface
2.	Licence Plate Recognition System
3.	Information System for dissemination of vacancy information including Parking Bay Information Display Panel
4.	Bay Guidance System
5.	Car Searching System including one (1) Self-Service Kiosk
6.	Charging Facilities, which include 326 sets of 32 Amp 220 voltage Electric Vehicle Chargers
7.	Mechanical ventilation system including Mechanical Ventilation Fans, Control Panels, Fire Dampers, CO sensors, NO2 sensors, Duct Silences for PVP
8.	One Air-conditioning System for Shroff Office, including two Indoor Air-conditioning Units and one Outdoor Air-conditioning Unit of Variable Refrigerant Volume Unit (VRV), Condensate Pipe, Fresh Air Fan and Air Grilles
9.	One Split-type Air-conditioners for Guard Booth, including both indoor Air-conditioning Unit and Outdoor Air-conditioning Unit and Condensate Pipe
10.	Lighting System including LED, Lighting Fittings, Lighting Switches, Trunking, Conduits and Power Cables
11.	Intercommunication System for Shroff Office and Guard Booth
12.	CCTV System for PVP including Cameras and LCD monitors for security system
13.	64 Fire extinguishers
14.	66 Sand buckets
15.	Potable Water Supply System
16.	Flushing Water Supply System
17.	Cleansing Water Supply System
18.	Drainage System (including one (1) petrol interceptor installed therein)

(b) The Landlord shall at its sole discretion revise the item or quantity of the Landlord’s Provisions as listed under this Fifth Schedule (hereinafter referred to as “the List”) at any time prior to the date of commencement of the tenancy hereby created or at any time throughout the term of the tenancy hereby created.

(c) The Landlord shall notify the Tenant in writing about any revision to the List. For the avoidance of doubt, the Landlord is not required to give any prior written notice to the Tenant in relation to the said revision to the List, and such revision may involve addition, replacement, deletion or reduction of the Landlord’s Provisions (as the case may be). In case of addition or replacement, the Tenant shall take up such additional or replaced

item and the same shall be deemed to be the Landlord's Provisions as if it was made available to the Tenant by the Landlord for use in the Premises upon the commencement of the term of the tenancy hereby created, and the terms and conditions governing the Landlord's Provisions under this Agreement shall apply to such additional or replaced item. In the case of deletion or reduction, 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 concerning such deleted or reduced item, the Tenant shall accept such deletion or reduction, and such item shall be deemed to be deleted or reduced from the List as from the date of the said written notice issued by the Landlord to the Tenant. The Tenant shall not be entitled to raise any objection or terminate this Agreement in relation to any revision of the List, and shall have no claim against the Landlord for any loss, damage, inconvenience or compensation of whatsoever nature that it may suffer or incur as a result of or in connection with the revision of the List nor shall the monthly rent, rates, management fees, electricity charges or other charges payable under this Agreement or any part thereof be reduced, abated or ceased to be payable.

- (d) Except with the prior written approval of the Landlord, the Tenant is not allowed to use any of the Landlord's Provisions for any purpose other than the purpose as stated and approved in accordance with this Agreement.
- (e) The Tenant shall use and operate the Landlord's Provisions in accordance with its original design and shall not make any alteration or addition to any of the Landlord's Provisions unless with the prior written consent of the Landlord.
- (f) The Tenant shall at its own cost and expense provide sufficient numbers of qualified personnel in relevant discipline/trades for the safe, proper and efficient use or operation of the Landlord's Provisions. Upon demand of the Landlord, the Tenant shall produce curriculum vitae and licenses or permits of the qualified personnel for inspection.
- (g) The Tenant shall take proper and adequate care and precaution when using or operating any of the Landlord's Provisions.
- (h) The Tenant shall forthwith report to Landlord or its service provider(s) as directed by the Landlord of any defect, damage, loss or malfunction of any of the Landlord's Provisions and shall further provide an incident report providing all detailed information as required by the Landlord of the defects, damage, loss or malfunction and the incident causing such defects, damage, loss or malfunction of the Landlord's Provisions within three (3) calendar days from the date when the Tenant becomes aware of the defects, damage, loss or malfunction of the Landlord's Provisions or from the date of the incident.
- (i) If the defect, damage, loss or malfunction of the Landlord's Provisions is caused by the acts or failure to act, default, negligence or omission of the Tenant, his agents, contractors, workmen, employees, occupiers, visitors, guests, invitees or licensees, the Tenant shall at his own cost and expense carry out all necessary works for the repair and maintenance or replacement of any defect, damage, loss or malfunction to the Landlord's Provisions in all respects to the satisfaction of the Landlord in the following manner:-

- (1) For the items enumerated as Nos. 1 to 6 in paragraph (a) under this Fifth

Schedule, the Tenant shall repair and maintain the defective, damaged, lost or malfunctioned parts to the same standard as they were provided upon the commencement of the term hereby created, or if applicable, arrange replacement of such parts of the same brand and model as they were manufactured or installed. Should there be any shortage or cessation of supply or production of such parts, the Tenant shall submit written application to the Landlord for approval to use other appropriate or alternative parts for the repair and maintenance or replacement of the defective, damaged, lost or malfunctioned parts of the Landlord's Provisions and the decision of the Landlord as to what constitutes the appropriate parts shall be final, conclusive and binding on the Landlord;

- (2) For the items enumerated as Nos. 7 to 18 in paragraph (a) under this Fifth Schedule, such defective, damaged, lost or malfunctioned parts can be repaired or replaced by other parts which are compatible with the function of such Landlord's Provisions and the Tenant shall ensure that the function, original specification or standard of service of such Landlord's Provisions will be maintained;
  - (3) The Tenant shall properly keep all such repair and maintenance or replacement records of the Landlord's Provisions and shall upon request within the time as directed by the Landlord submit such records to the Landlord;
  - (4) The Landlord's decision and determination as to whether the defect, damage, loss or malfunction of the Landlord's Provisions is caused by the acts or failure to act, default, negligence or omission of the Tenant, his agents, contractors, workmen, employees, occupiers, visitors, guests, invitees or licensees, and whether such Landlord's Provisions or which part of such Landlord's Provisions should be repaired, maintained or replaced, shall be final, binding and conclusive on the Tenant.
- (j) Should the Tenant fail to discharge his obligation under paragraph (i) under this Fifth Schedule, upon demand by the Landlord, pay to the Landlord all costs incurred for carrying out all necessary works for the repair, maintenance or replacement of the defective, damaged, lost or malfunctioned parts of the Landlord's Provisions, the amount of such costs as certified by the Director or the Director of Electrical and Mechanical Services shall be final, conclusive and binding on the Tenant.
- (k) The Landlord gives no warranty or representation whatsoever as to the state and condition of the Landlord's Provisions and shall accept no responsibility or liability for any damage, nuisance, loss or disturbance caused to or suffered by the Tenant, its occupiers, visitors or whosoever authorized by the Tenant arising directly or indirectly out of or in connection with from any defect in or failure or malfunction of any of the Landlord's Provisions.

## SIXTH SCHEDULE

Electronic Payment Systems / Tools referred to  
in Special Condition No. 30(a) under the Fourth Schedule of this Agreement

### **Part I – at the Self-service Kiosk installed within the Car Searching System, and/or Shroff Office**

The following electronic payment systems / tools shall be provided and installed at the self-service kiosk installed within the Car Searching System, and the Shroff Office for collection of payment of fees and charges:

- (i) Octopus Card;
- (ii) Credit Card (Visa, Mastercard and Union Pay), which shall also be supported by mobile payments of Apple Pay, Google Pay and Samsung Pay;
- (iii) Alipay;
- (iv) Alipay HK;
- (v) WeChat Pay;
- (vi) WeChat Pay HK;
- (vii) Faster Payment System (at Shroff Office only, but not at the self-service kiosk);  
and
- (viii) Other smart electronic payment systems / tools as required and approved by the Landlord.

### **Part II – at the Carpark Entrance**

The following electronic payment system(s) / tool(s) shall be provided and installed at the Carpark Entrance for collection of payment of fees and charges:

- (i) Octopus Card; and
- (ii) Other smart electronic payment systems / tools as required and approved by the Landlord.

### **Part III – Mobile Software Application(s)**

The following mobile software application(s) shall be provided and launched at the Google Play, Apple App Store and HUAWEI AppGallery for the public to download for settlement of fees and charges:

- (i) Credit Card (Visa, Mastercard and Union Pay), which shall also be supported by mobile payments of Apple Pay, Google Pay and Samsung Pay;
- (ii) Alipay;
- (iii) Alipay HK;
- (iv) WeChat Pay;
- (v) WeChat Pay HK; and
- (vi) Other smart electronic payment systems / tools as required and approved by the Landlord.

\*[ SEVENTH SCHEDULE

Proposals and Innovative Suggestions referred to in  
Special Condition No. 39 of the Fourth Schedule to this Agreement]

[Remarks: \*Add the Seventh Schedule if appropriate  
(please refer to Special Condition No. 39 of the Fourth Schedule to this Agreement)]

IN WITNESS WHEREOF the Chief Property Manager, Government Property Agency, being duly authorized by the Landlord 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 on the day and year first above written.

Signed by )  
the Financial Secretary, )  
by )  
 )  
Chief Property Manager, )  
Government Property Agency )  
  
to whom his power of execution has )  
been delegated in accordance with )  
Section 4 of the Financial Secretary )  
Incorporation Ordinance (Cap. 1015), )  
in the presence of :- ).....

.....  
Government Property Agency  
Hong Kong

Signed by the Tenant )  
 )  
 )  
 )  
 )  
 )  
 )  
(Name(s) in block letters) )  
in the presence of:- ).....

.....  
Name of Witness in block letters :  
Occupation :  
Address :

OR

Sealed with the Common Seal of )  
the Tenant and signed by )  
)  
)  
in the presence of: - )

OR

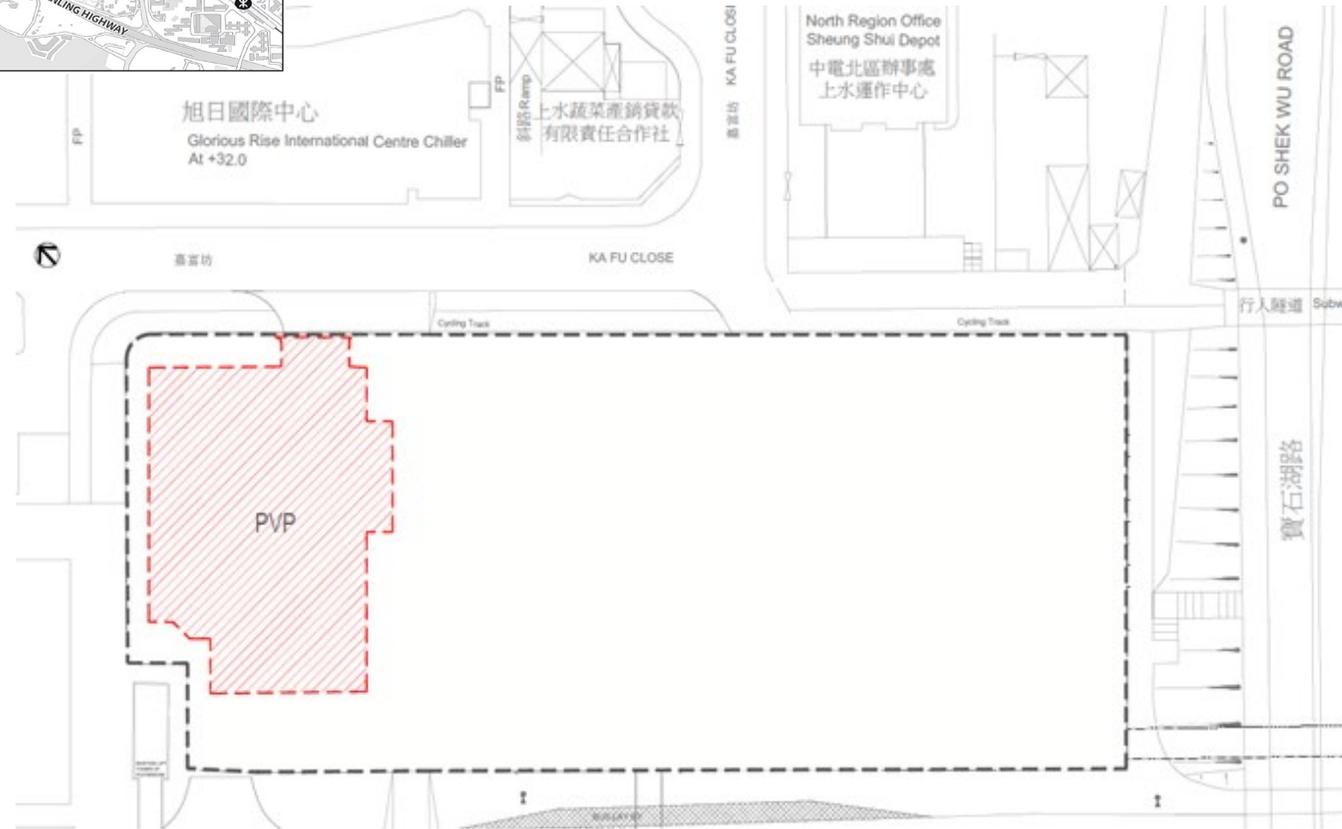
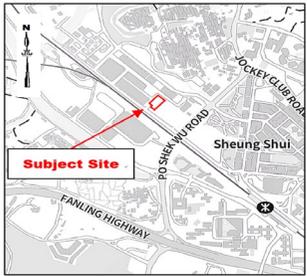
(for use by company incorporated in Hong Kong and execute this Tenancy Agreement without a common seal affixed)

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:- )

Name of Witness in block letters :

Occupation :

Address :



**LEGEND**

-  HATCHED RED AREA – SITE BOUNDARY
-  LOT BOUNDARY

**SITE PLAN**

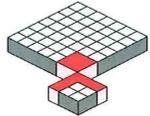
(For Identification Purposes Only (Not To Scale))

TENANCY AGREEMENT NO.: **GPA N22408**

TENANT:

PREMISES:

Fee-paying Public Car Park on Portions of the Ground Floor, Level Mezzanine, Level 1, Level 2, Level 3, Level 4, Level 5, Level 6, Level 7 and Level 8 of a building within Fanling Sheung Shui Town Lot No. 301, San Wan Road, Sheung Shui, New Territories, Hong Kong

PARTIES	SIGNATURE / EXECUTION
LANDLORD	
WITNESS	
TENANT	
WITNESS	
DATE	
FILE NO.	<b>LC/TEN/30522/3952</b>
PLAN NO.	<b>GPA N22408-1</b>
	<b>GOVERNMENT PROPERTY AGENCY</b>

TENANCY AGREEMENT NO.: **GPA N22408**

TENANT:

PREMISES:

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PARTIES

SIGNATURE / EXECUTION

LANDLORD

WITNESS

TENANT

WITNESS

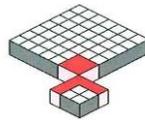
DATE

FILE NO.

**LC/TEN/30522/3952**

PLAN NO.

**GPA N22408-2**

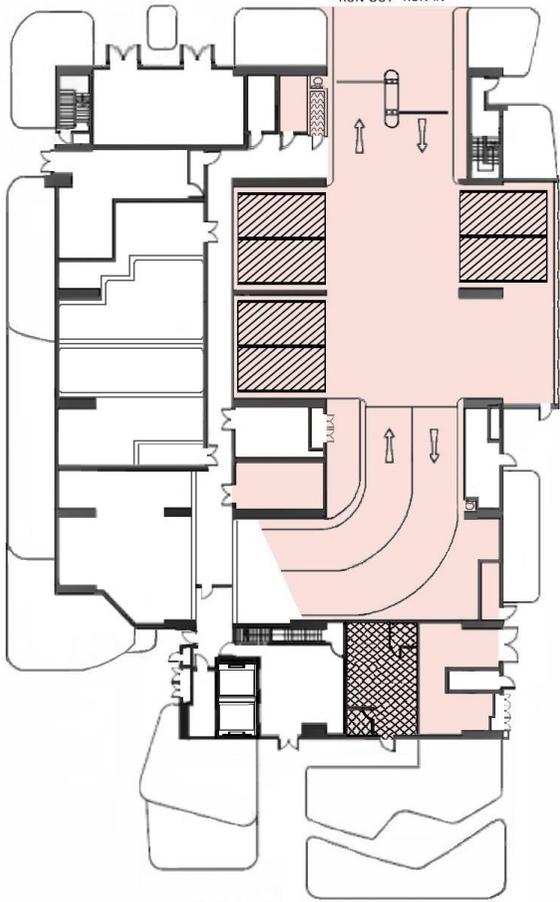


**GOVERNMENT  
PROPERTY  
AGENCY**

KA FU CLOSE

嘉富坊

RUN-OUT RUN-IN



### GROUND FLOOR PLAN

(For Identification Purposes Only (Not To Scale))

#### LEGEND



PINK AREA



PINK HATCHED BLACK AREA



PINK CROSS-HATCHED BLACK AREA



PINK RIPPLED BLACK AREA

TENANCY AGREEMENT NO.: GPA N22408

TENANT:

PREMISES:

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PARTIES

SIGNATURE / EXECUTION

LANDLORD

WITNESS

TENANT

WITNESS

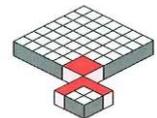
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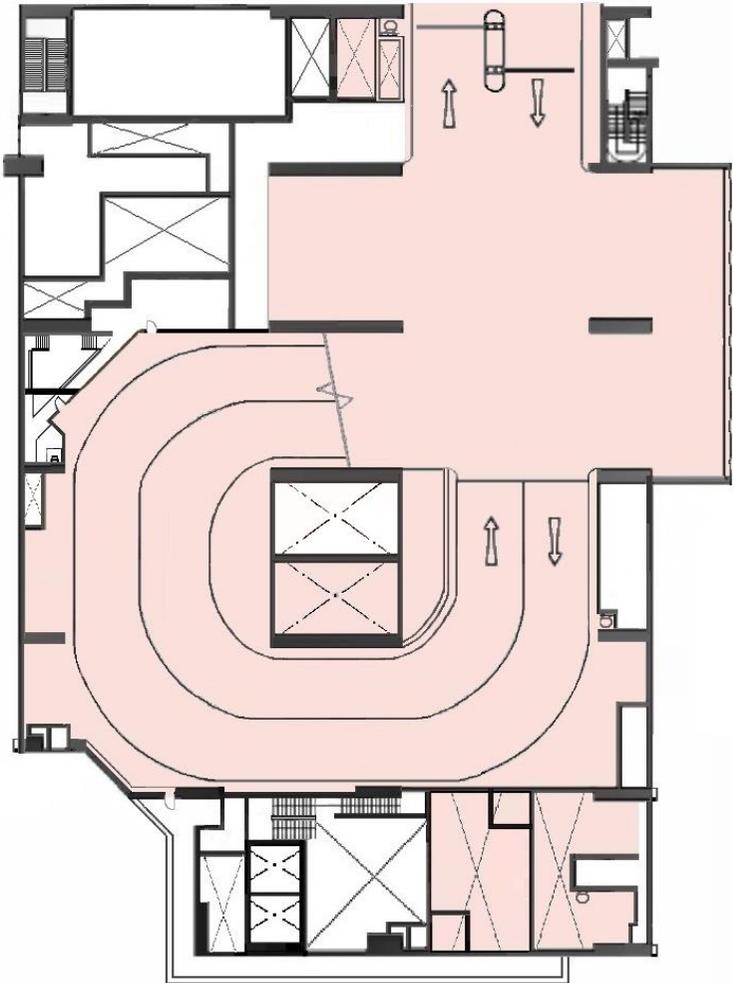
LC/TEN/30522/3952

PLAN NO.

GPA N22408-3



**GOVERNMENT  
PROPERTY  
AGENCY**



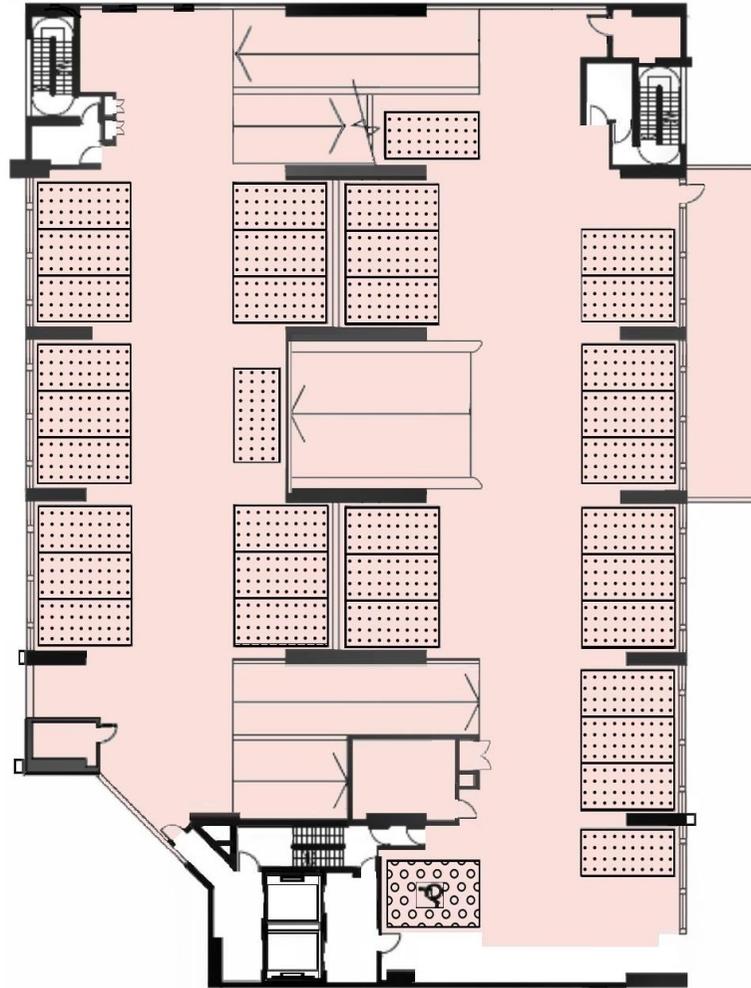
**LEVEL MEZZANINE FLOOR PLAN**

(For Identification Purposes Only (Not To Scale))

**LEGEND**



PINK AREA



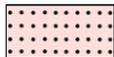
**LEVEL 1 FLOOR PLAN**

(For Identification Purposes Only (Not To Scale))

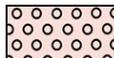
**LEGEND**



PINK AREA



PINK STIPPLED BLACK AREA



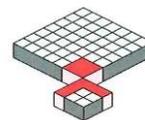
PINK CIRCLED BLACK AREA

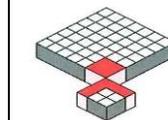
TENANCY AGREEMENT NO.: GPA N22408

TENANT:

PREMISES:

Fee-paying Public Car Park on Portions of the Ground Floor, Level Mezzanine, Level 1, Level 2, Level 3, Level 4, Level 5, Level 6, Level 7 and Level 8 of a building within Fanling Sheung Shui Town Lot No. 301, San Wan Road, Sheung Shui, New Territories, Hong Kong

PARTIES	SIGNATURE / EXECUTION
LANDLORD	
WITNESS	
TENANT	
WITNESS	
DATE	
FILE NO.	LC/TEN/30522/3952
PLAN NO.	GPA N22408-4
	<b>GOVERNMENT PROPERTY AGENCY</b>



TENANCY AGREEMENT NO.: **GPA N22408**

TENANT:

PREMISES:

Fee-paying Public Car Park on Portions of the Ground Floor, Level Mezzanine, Level 1, Level 2, Level 3, Level 4, Level 5, Level 6, Level 7 and Level 8 of a building within Fanling Sheung Shui Town Lot No. 301, San Wan Road, Sheung Shui, New Territories, Hong Kong

PARTIES	SIGNATURE / EXECUTION
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LANDLORD	
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WITNESS	
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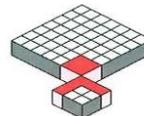
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WITNESS	
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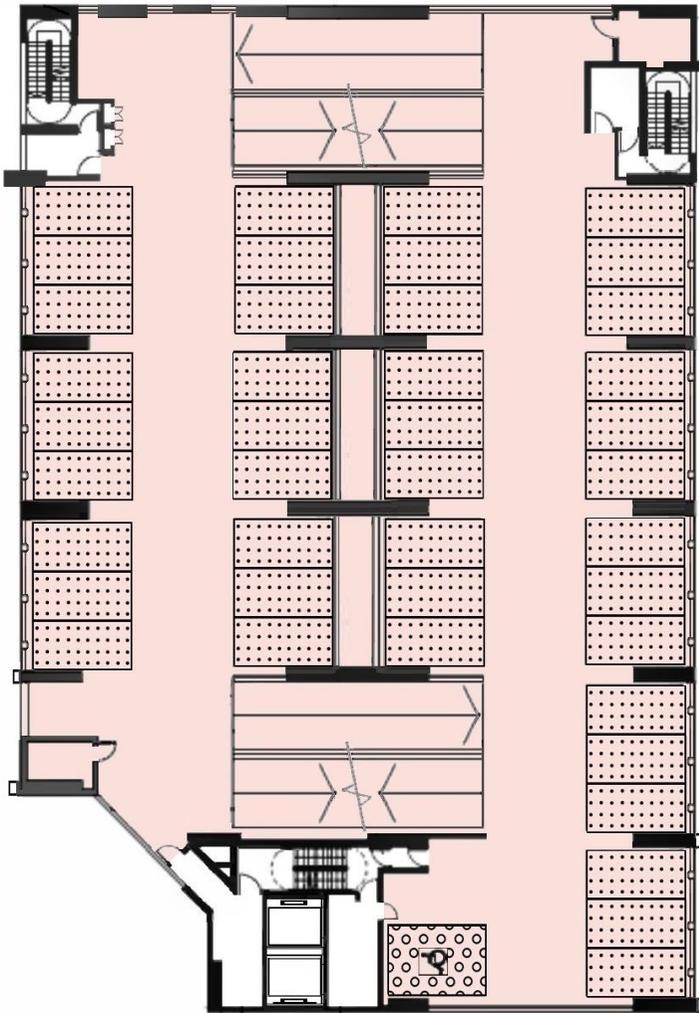
DATE	
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FILE NO.	<b>LC/TEN/30522/3952</b>
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PLAN NO.	<b>GPA N22408-5</b>
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**GOVERNMENT  
PROPERTY  
AGENCY**



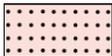
### LEVEL 2 FLOOR PLAN

For Identification Purposes Only (Not To Scale)

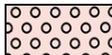
#### LEGEND



PINK AREA



PINK STIPPLED BLACK  
AREA



PINK CIRCLED BLACK  
AREA

TENANCY AGREEMENT NO.: **GPA N22408**

TENANT:

PREMISES:

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PARTIES

SIGNATURE / EXECUTION

LANDLORD

WITNESS

TENANT

WITNESS

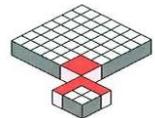
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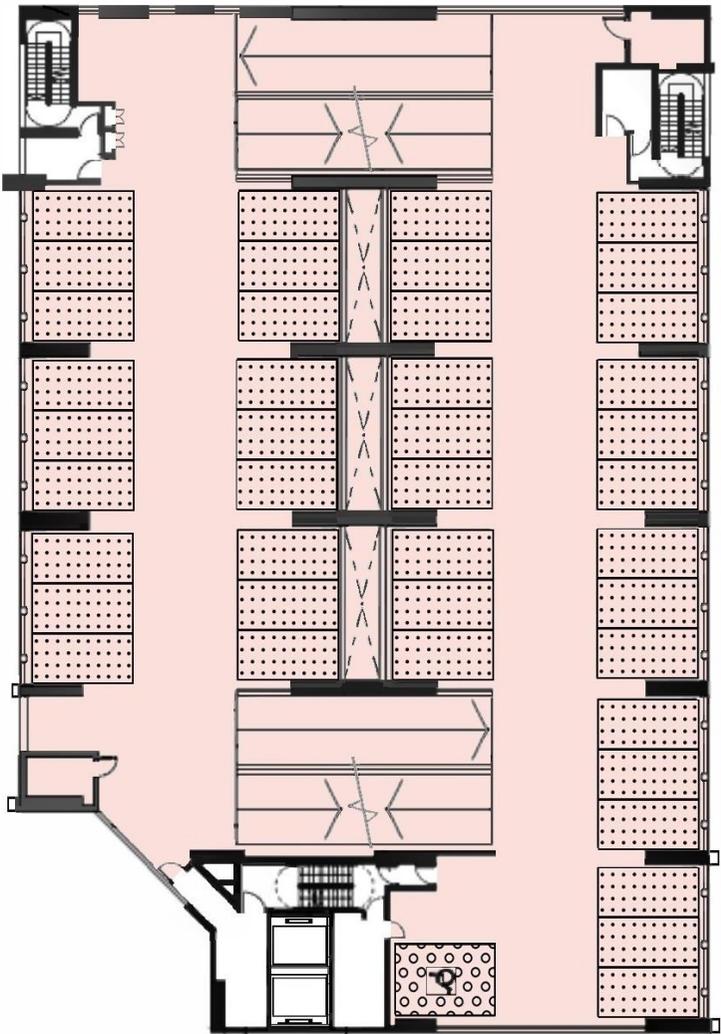
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PLAN NO.

**GPA N22408-6**



**GOVERNMENT  
PROPERTY  
AGENCY**



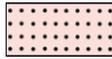
**LEVEL 3 FLOOR PLAN**

For Identification Purposes Only (Not To Scale))

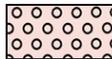
**LEGEND**



PINK AREA



PINK STIPPLED BLACK AREA



PINK CIRCLED BLACK AREA

TENANCY AGREEMENT NO.: **GPA N22408**

TENANT:

PREMISES:

Fee-paying Public Car Park on Portions of the Ground Floor, Level Mezzanine, Level 1, Level 2, Level 3, Level 4, Level 5, Level 6, Level 7 and Level 8 of a building within Fanling Sheung Shui Town Lot No. 301, San Wan Road, Sheung Shui, New Territories, Hong Kong

PARTIES

SIGNATURE / EXECUTION

LANDLORD

WITNESS

TENANT

WITNESS

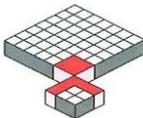
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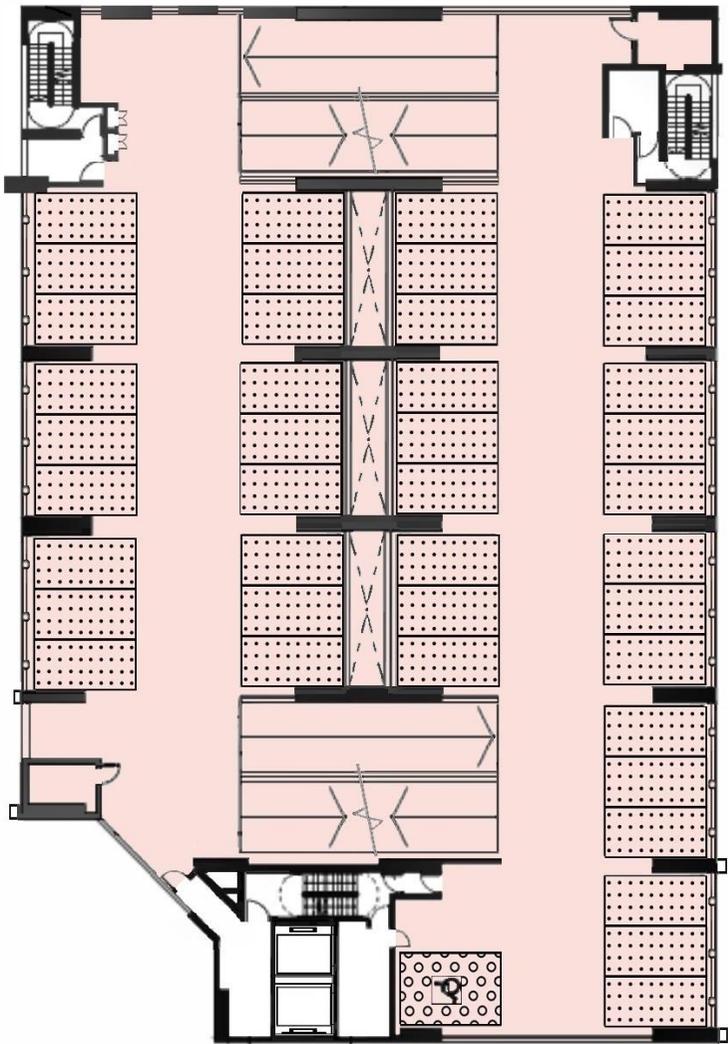
**LC/TEN/30522/3952**

PLAN NO.

**GPA N22408-7**



**GOVERNMENT  
PROPERTY  
AGENCY**



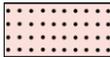
**LEVEL 4 FLOOR PLAN**

For Identification Purposes Only (Not To Scale))

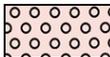
**LEGEND**



PINK AREA



PINK STIPPLED BLACK AREA



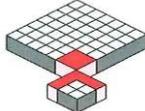
PINK CIRCLED BLACK AREA

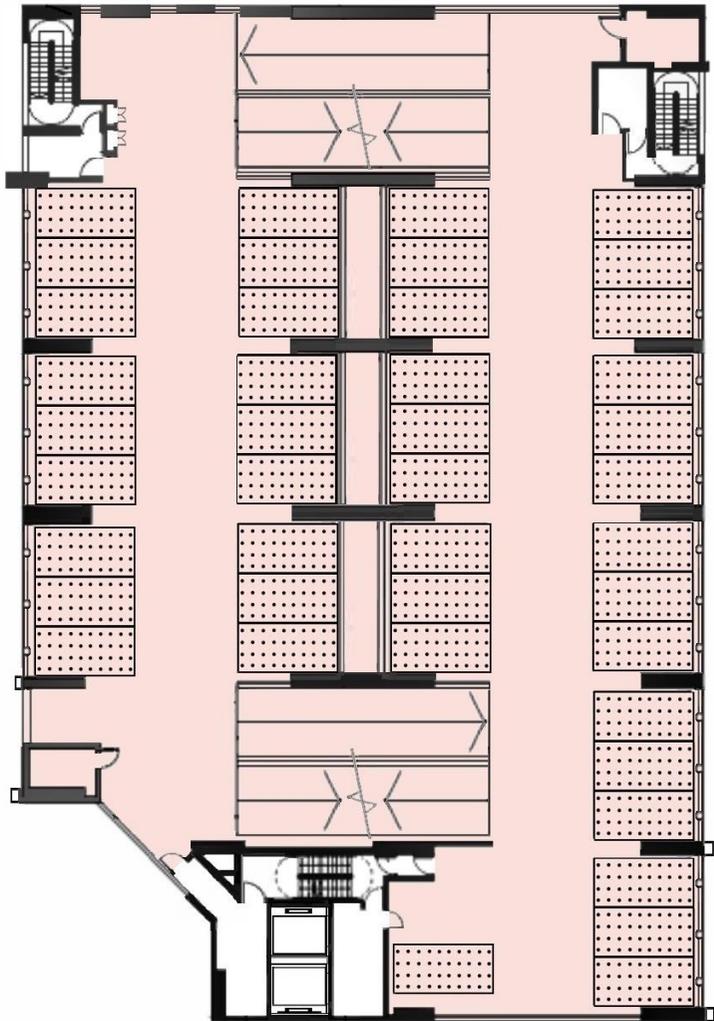
TENANCY AGREEMENT NO.: **GPA N22408**

TENANT:

PREMISES:

Fee-paying Public Car Park on Portions of the Ground Floor, Level Mezzanine, Level 1, Level 2, Level 3, Level 4, Level 5, Level 6, Level 7 and Level 8 of a building within Fanling Sheung Shui Town Lot No. 301, San Wan Road, Sheung Shui, New Territories, Hong Kong

PARTIES	SIGNATURE / EXECUTION
LANDLORD	
WITNESS	
TENANT	
WITNESS	
DATE	
FILE NO.	<b>LC/TEN/30522/3952</b>
PLAN NO.	<b>GPA N22408-8</b>
	<b>GOVERNMENT PROPERTY AGENCY</b>



**LEGEND**



PINK AREA



PINK STIPPLED BLACK AREA

**LEVEL 5 FLOOR PLAN**

For Identification Purposes Only (Not To Scale))

TENANCY AGREEMENT NO.: **GPA N22408**

TENANT:

PREMISES:

Fee-paying Public Car Park on Portions of the Ground Floor, Level Mezzanine, Level 1, Level 2, Level 3, Level 4, Level 5, Level 6, Level 7 and Level 8 of a building within Fanling Sheung Shui Town Lot No. 301, San Wan Road, Sheung Shui, New Territories, Hong Kong

PARTIES

SIGNATURE / EXECUTION

LANDLORD

WITNESS

TENANT

WITNESS

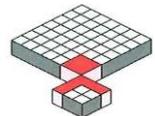
DATE

FILE NO.

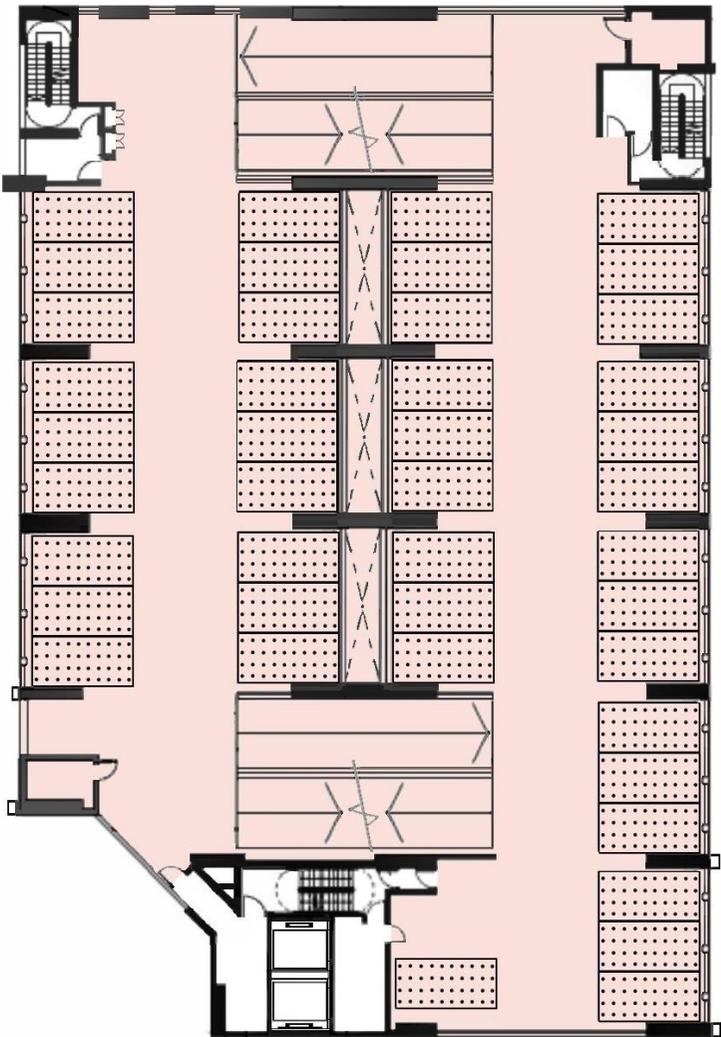
**LC/TEN/30522/3952**

PLAN NO.

**GPA N22408-9**



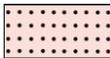
**GOVERNMENT  
PROPERTY  
AGENCY**



**LEGEND**



PINK AREA



PINK STIPPLED BLACK  
AREA

**LEVEL 6 FLOOR PLAN**

For Identification Purposes Only (Not To Scale))

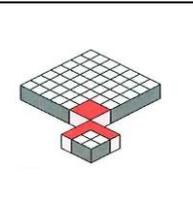
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TENANT:

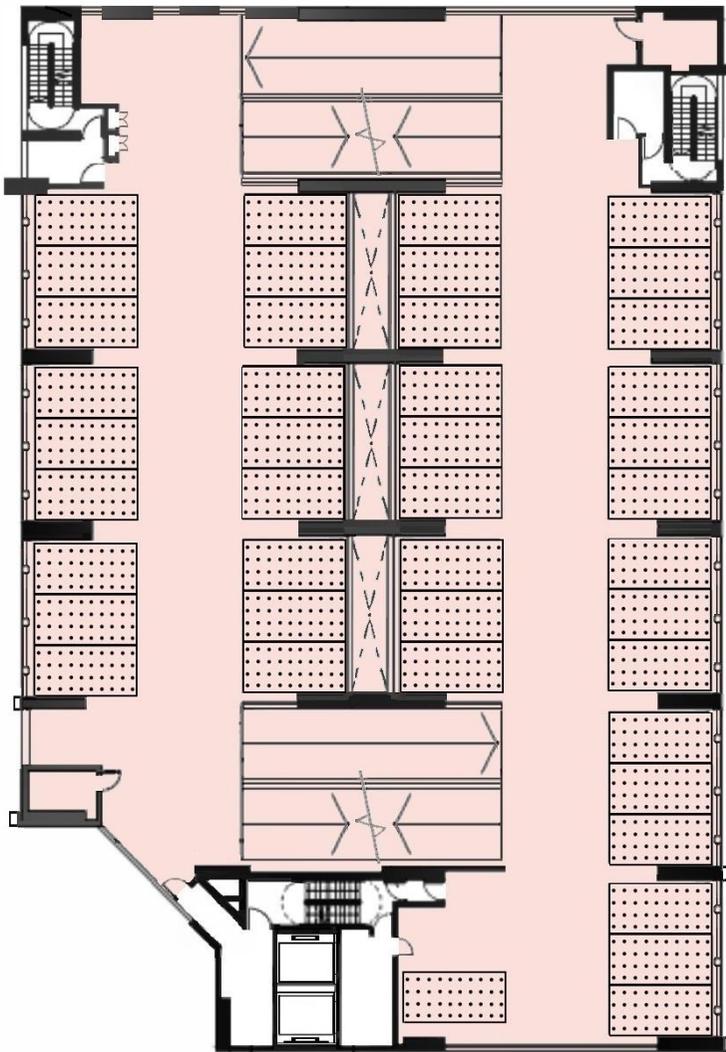
PREMISES:

Fee-paying Public Car Park on Portions of the Ground Floor, Level Mezzanine, Level 1, Level 2, Level 3, Level 4, Level 5, Level 6, Level 7 and Level 8 of a building within Fanling Sheung Shui Town Lot No. 301, San Wan Road, Sheung Shui, New Territories, Hong Kong

PARTIES	SIGNATURE / EXECUTION
LANDLORD	
WITNESS	
TENANT	
WITNESS	
DATE	
FILE NO.	<b>LC/TEN/30522/3952</b>
PLAN NO.	<b>GPA N22408-10</b>



**GOVERNMENT  
PROPERTY  
AGENCY**



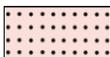
### LEVEL 7 FLOOR PLAN

For Identification Purposes Only (Not To Scale))

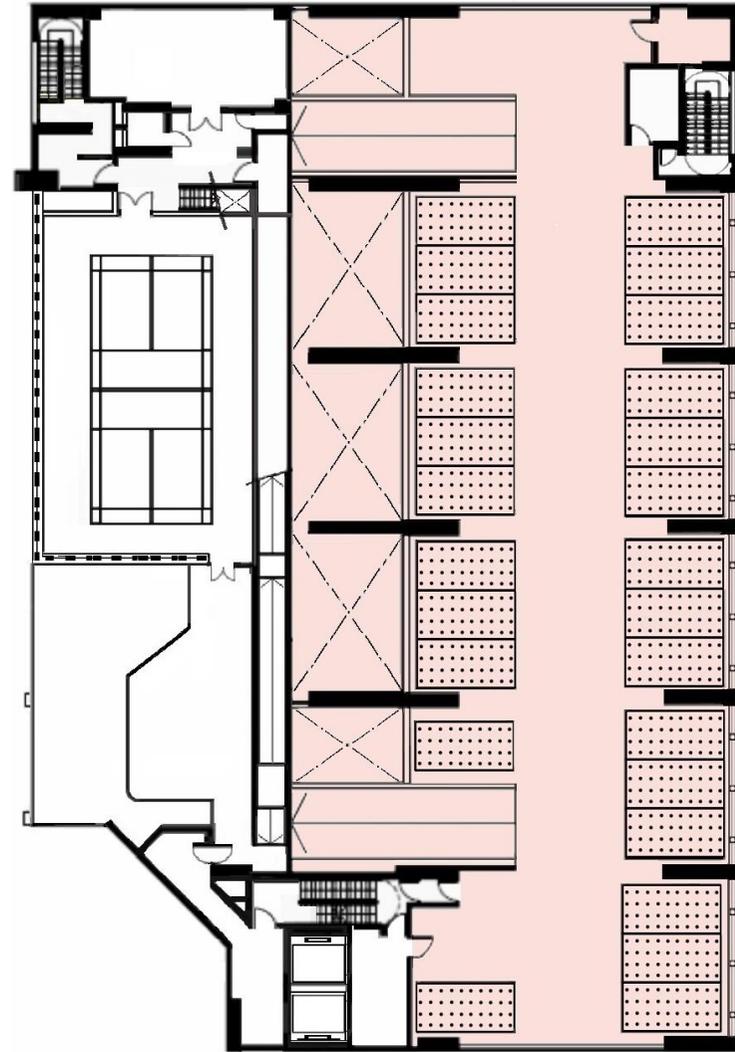
#### LEGEND



PINK AREA



PINK STIPPLED BLACK  
AREA



**LEGEND**



PINK AREA



PINK STIPPLED BLACK AREA

**LEVEL 8 FLOOR PLAN**

(For Identification Purposes Only (Not To Scale))

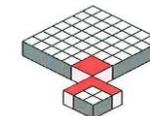
TENANCY AGREEMENT NO.: **GPA N22408**

TENANT:

PREMISES:

Fee-paying Public Car Park on Portions of the Ground Floor, Level Mezzanine, Level 1, Level 2, Level 3, Level 4, Level 5, Level 6, Level 7 and Level 8 of a building within Fanling Sheung Shui Town Lot No. 301, San Wan Road, Sheung Shui, New Territories, Hong Kong

PARTIES	SIGNATURE / EXECUTION
LANDLORD	
WITNESS	
TENANT	
WITNESS	
DATE	
FILE NO.	<b>LC/TEN/30522/3952</b>
PLAN NO.	<b>GPA N22408-11</b>



**GOVERNMENT  
PROPERTY  
AGENCY**

