

**QUOTATION NOTICE****INVITATION TO QUOTATION FOR A TENANCY OF  
THE GOVERNMENT CANTEEN ON PORTION OF  
THE SECOND FLOOR, PASSENGER TERMINAL BUILDING  
SHENZHEN BAY PORT HONG KONG PORT AREA**

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**(Quotation Reference No.: GPA N22440)**

Quotations are invited for a tenancy of the Government canteen situate on portion of the Second Floor, Passenger Terminal Building, Shenzhen Bay Port Hong Kong Port Area comprising a total floor area of 621 square metres or thereabouts (hereinafter referred to as “the Premises”) which is for identification purpose only shown coloured pink on the plan (Plan No. GPA N22440) annexed to the form of Tenancy Agreement annexed hereto (hereinafter referred to as “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 subject to the provisions for renewal for a further term of three (3) years as stipulated in Special Condition No. (25) of the Third Schedule to the Form of Tenancy Agreement for canteen purpose only and on such terms and conditions as set out in this Quotation Notice and in the Form of Tenancy Agreement.

**2. Quotations 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 Quotation Notice. The Government of the Hong Kong Special Administrative Region of the People’s Republic of China (hereinafter referred to as “the Government”) does not bind itself to accept the quotation with the highest combined score assessed in accordance with the First Schedule hereto or any quotation submitted. The Government reserves the right to negotiate with any bidder about the terms and conditions of the offer. The Government will also consider the past or current performance of the bidders as licensees or tenants of the Government both in examining any quotation submitted and in deciding whether or not to award the quotation. The decision of the Government on whether or not to award the quotation shall be final.**

- 3. (a) A quotation MUST contain the following documents which MUST be submitted before closing of the quotation:**
- (i) the whole set of the Form of Price Proposal at Annex II to this Quotation Notice (hereinafter referred to as “the Form of Price Proposal”) duly signed, in which the percentage of gross monthly receipts 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 Quotation at Annex III to this Quotation Notice (hereinafter referred to as “the Form of Quotation”) duly signed. For the avoidance of doubt, all pages of the Form of Quotation (including but not limited to any inapplicable or uncompleted tables or docketed 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 Quotation Notice.
- (b) Bidder(s) who is/are a person or persons **MUST** fulfill the requirement as stipulated in Paragraph 8(c) of this Quotation Notice.
- (c) **Any quotation submitted which is not in conformity with any of the requirements contained in Paragraphs 3(a) and 3(b) of this Quotation Notice will not be considered by the Government.**
- (d)
  - (i) Bidders may complete and submit with their quotations the Form of Technical Proposal (Execution Plan) at Annex I(A) to this Quotation Notice (hereinafter referred to as “the Form of Technical Proposal (Execution Plan)”) and/or the Form of Technical Proposal (Experience) at Annex I(B) to this Quotation Notice (hereinafter referred to as “the Form of Technical Proposal (Experience)”).
  - (ii) If a bidder submits part of the Form of Technical Proposal (Execution Plan) or submits the Form of Technical Proposal (Execution Plan) partly completed, the Government will only assess the execution plan contained in that part of the Form of Technical Proposal (Execution Plan) submitted by the bidder or in the completed part of the Form of Technical Proposal (Execution Plan) submitted by the bidder. The Government will not seek clarification on or with regard to any part or page of the Form of Technical Proposal (Execution Plan) that is missing, omitted or not completed.
  - (iii) If a bidder submits part of the Form of Technical Proposal (Experience) or submits the Form of Technical Proposal (Experience) partly completed, the Government will only assess the experience contained in that part of the Form of Technical Proposal (Experience) submitted by the bidder or in the completed part of the Form of Technical Proposal (Experience) submitted by the bidder. The Government will not seek clarification on or with regard to any part or page of the Form of Technical Proposal (Experience) that is missing, omitted or not completed.

4. (a) A two-envelope system is adopted for this quotation. Completed quotation 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 (Execution Plan) **IN DUPLICATE**;
  - (ii) **if submitted**, the Form of Technical Proposal (Experience) **IN DUPLICATE**;
  - (iii) the whole set of the Form of Quotation duly signed, **IN DUPLICATE**; and
  - (iv) a cashier's order or a cheque as referred to in Paragraph 6(b) of this Quotation Notice,
- and shall be clearly marked "**Envelope 1 – Technical Proposal for Quotation for a Tenancy of the Government Canteen on portion of the Second Floor, Passenger Terminal Building, Shenzhen Bay Port Hong Kong Port Area (Quotation Reference No. GPA N22440)**" 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 Quotation for a Tenancy of the Government Canteen on portion of the Second Floor, Passenger Terminal Building, Shenzhen Bay Port Hong Kong Port Area (Quotation Reference No. GPA N22440)**" on the outside of the envelope.
- (d) Quotation shall comprise the two sealed envelopes prepared in accordance with Paragraphs 4(b) and 4(c) of this Quotation Notice which shall be put into and enclosed in a third envelope addressed to "**The Chairman, Quotation Opening Committee, Government Property Agency**" and clearly marked "**Quotation for a Tenancy of the Government Canteen on portion of the Second Floor, Passenger Terminal Building, Shenzhen Bay Port Hong Kong Port Area (Quotation Reference No. GPA N22440)**" on the outside of the envelope.
- (e) Quotation **MUST** be placed in the **Government Property Agency Quotation Box** situated at the **Ground Floor Lobby, South Tower, West Kowloon Government Offices, No. 11 Hoi Ting Road, Yau Ma Tei, Kowloon, Hong Kong** (hereinafter referred to as "the Specified Quotation Box") before 12:00 noon on the **27th day of January 2025**. 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 **27th day of January 2025**, the quotation 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 quotation closing day falls on a Saturday, then the quotation 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 Quotation Box at any time between 9:00 a.m. and 12:00 noon on the 27th day of January 2025, the Government will announce the extension of quotation closing time shall be extended until further notice. Following removal of the blockage, the Government will announce the extended quotation closing time as soon as practicable. The above announcements will be made on the website of GPA Property Portal (<https://www.gpaproperty.gov.hk/en/index.html>). **Any quotation submitted which is not in conformity with the requirement contained in this Paragraph 4(e) will not be considered by the Government.**

- (f) Late quotations and quotations not deposited in the Specified Quotation 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 Quotation, 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 (Execution Plan), the Form of Technical Proposal (Experience) and the Form of Price Proposal, there shall be no insertion, deletion or alteration of or to any terms or conditions in this Quotation Notice, the Form of Quotation, the Form of Technical Proposal (Execution Plan), the Form of Technical Proposal (Experience), the Form of Price Proposal or the Form of Tenancy Agreement. For quotations submitted with any insertion, deletion or alteration of or to any terms or conditions in this Quotation Notice, the Form of Quotation, the Form of Technical Proposal (Execution Plan), the Form of Technical Proposal (Experience), the Form of Price Proposal or the Form of Tenancy Agreement, the Government may not consider or assess any quotations 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, Part C and Part D of Paragraph 1 of the Form of Technical Proposal (Execution Plan) submitted by a bidder that are accepted by the Government shall be deemed to be incorporated into and shall form part of the Form of Tenancy Agreement upon acceptance of the quotation submitted by him. The Government 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 Quotation Notice or for any other reason which the Government shall at its absolute discretion decide or

consider proper. The decision by the Government 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 bidder. The successful bidder will be notified in writing by the Chief Property Manager, Government Property Agency of the proposals and the innovative suggestions that are accepted by the Government and are deemed to be incorporated into and form part of the Form of Tenancy Agreement.

6. (a) All bidders should submit all the required information and documents including but not limited to the documents as referred to in Paragraph 9 of this Quotation Notice before closing of the quotation. The Government 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 Quotation Notice, the supporting documents for the execution plan in the Form of Technical Proposal (Execution Plan) and the documentary proof for the experience stated in the Form of Technical Proposal (Experience) after closing of the quotation and request the bidder to submit such information and documents to the Government within a stipulated period. Quotation 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 bidder submits part of the Form of Technical Proposal (Execution Plan) or part of the Form of Technical Proposal (Experience) or submits the Form of Technical Proposal (Execution Plan) partly completed or the Form of Technical Proposal (Experience) partly completed, the Government will not seek clarification on or with regard to any part or page of the Form of Technical Proposal (Execution Plan) or the Form of Technical Proposal (Experience) that is missing, omitted or not completed. The Government will not consider any clarification, information or document submitted by a bidder after closing of the quotation if the Government considers that such clarification, information or document would alter the bidder's quotation in substance or give the bidder an advantage over the other bidders.
- (b) The **CASHIER'S ORDER** or the **CHEQUE** to be submitted by the bidders with their quotations shall be for the amount of Hong Kong Dollars Eighteen Thousand Five Hundred and Ninety Six only (HK\$18,596.00) 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 26th day of May 2025. All cashier's orders or cheques will be retained uncashed until a decision has been made on the quotations submitted. The successful bidder is required to pay the **security deposit for an amount in Hong Kong currency equivalent to three months' Monthly Minimum Rent and three**

**months' Management fee of Hong Kong Dollars Ninety Nine Thousand and Two Hundred only (HK\$99,200.00)**, as referred in Clause (4)(b)(i) of the Form of Tenancy Agreement. If a quotation 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 bidders at the addresses shown on their quotations. The Government reserves the right to seek clarification from the bidder on the cashier's order or cheque submitted by the bidder. In the event that clarification is required for the cashier's order or cheque submitted by the bidder, the bidder 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 bidder 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 quotation submitted by the bidder will not be further considered by the Government.**

7. Quotations will only be accepted from bidders 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.
8.
  - (a) Bidders when submitting their quotations 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, facsimile numbers and email address.
  - (b) The person who signs a quotation as bidder 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 bidder in the Form of Quotation.
  - (c) If the bidder is a person, the quotation must be made in the name of such person trading as a firm or business in sole proprietorship. If the bidders are persons, the quotation must be made in the name of such persons trading as a firm or business in partnership.
  - (d) After the award of the quotation, the identity of the successful bidder and its holding company (if any) would be disclosed by the Government in response to public/media enquiries. The Government reserves the right to announce the quotation results without the need to seek the prior agreement of the successful bidder or its holding company (if any).

9. (a) **Bidders when submitting their quotations 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) **Bidders when submitting their quotations 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 quotation 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. If a quotation is accepted, the successful bidder shall be the Tenant and he shall be notified of the acceptance of his quotation by a letter posted to him at or delivered to the address stated in the Form of Quotation submitted by him. The successful bidder shall within 7 days of being called upon by the Government 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 plan annexed thereto (hereinafter referred to as “the Tenancy Agreement and the plan annexed thereto”), and shall pay to the Government the **balance of security deposit (if any), first month’s Monthly Minimum Rent (as referred in the Second Schedule to the Form of Tenancy Agreement) and management fees** due under the Tenancy Agreement and the plan annexed thereto. Where the successful quotation has been made on behalf of a principal, the principal shall himself sign or execute the Tenancy Agreement and the plan annexed thereto. Where the successful quotation has been made by or on behalf of a partnership, each partner shall sign or execute the Tenancy Agreement and the plan annexed thereto. If the successful bidder shall fail to sign or execute the Tenancy Agreement and the plan annexed thereto or pay the **balance of security deposit (if any), first month’s Monthly Minimum Rent and management fees** to the Government within the time limit as aforesaid, the Government may either enforce or cancel the quotation. On cancellation, the sum forwarded with the successful quotation as **part payment of security deposit** shall, without prejudice to the Government’s right of action for damages for breach of contract, be wholly and absolutely forfeited to the Government as liquidated damages and not as a penalty and the Government shall be at liberty to grant a tenancy of the Premises to other parties or invite quotations or otherwise deal with the Premises at such time and in such manner as the Government shall deem fit.

11. Subject to the due signing or execution of the Tenancy Agreement and the plan annexed thereto, and to the payment of **the balance of the security deposit (if**

**any), first month's Monthly Minimum Rent and management fees** as hereinbefore provided, possession of the Premises will be given to the successful bidder within three (3) calendar months of the date on which the Tenancy Agreement and the plan annexed thereto are signed or executed. The successful bidder 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 quotations submitted shall remain valid from the closing date of the quotation until the 26th day of May 2025 and shall remain binding upon the bidders and may be accepted by the Government at any time up to the expiry of the said validity period. The Government will consider and assess all quotations submitted which comply with all the terms and requirements of this Quotation Notice.

13. (a) Bidders and their directors, employees and agents should not communicate to any person other than the Government Property Agency the percentage of gross monthly receipts offered, adjust the percentage of gross monthly receipts offered 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 offer or otherwise collude with any other person in any manner whatsoever in the quotation process until the quotation is awarded. If a bidder 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 Quotation, without affecting his liability for such breach or non-compliance, the Government Property Agency may invalidate his quotation without payment of any compensation. The bidder will also be liable for all expenses including but not limited to the Government Property Agency's costs and expenses in the present quotation and any subsequent quotation(s) arising from or incidental to the invalidation.

(b) Paragraph 13(a) of this Quotation Notice shall have no application to the bidder's communications in strict confidence with his own insurers or brokers to obtain an insurance quotation for computation of the percentage of gross monthly receipts offered and communications in strict confidence with his consultants or sub-contractors to solicit their assistance in preparation of quotation submission.

14. Bidders 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 quotation exercise. If a bidder commits any offence under the said Ordinance in relation to the quotation exercise, the Government Property Agency may invalidate its quotation without payment of any compensation. The bidder will also be liable for all expenses including but not limited to the Government Property Agency's costs and expenses in the present quotation and

any subsequent quotation(s) arising from or incidental to the invalidation.

15. Bidders shall submit their quotations at their own costs and expenses. The Government shall not be liable for any costs and expenses whatsoever incurred by bidders in connection with their quotations 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 bidders, whether before or after closing of the quotation, in the present quotation and any subsequent quotation(s).

16. Bidders shall note the additional terms and conditions, if any, as specified in the Second Schedule hereto.

17. The successful bidder shall accept the Premises in such state and condition as existing on the date on which possession of the Premises is given and all bidders 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 quotation. If bidders wish to conduct a site inspection of the Premises, they shall on or before the 6th day of January 2025 contact the officer referred to in Paragraph 20 of this Quotation Notice for arrangement.

18. The result of the quotation will be known on or before the 26th day of May 2025. Bidders who do not receive any notification from the Government 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 bidder 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 the Government to consider his quotation;**
- (b) **the above data collected by the Government Property Agency are to be used for the consideration of this quotation by 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 quotations by 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 Quotation 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 Quotation Notice.**

20. Any enquiry in relation to this quotation 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.: Mr. Kenneth MA  
Tel. No.: 3842 6783 and Fax No.: 2877 8993)

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

22. The quotation process is subject to the Government's internal monitoring to ensure that the relevant quotation is awarded properly and fairly. Any bidder who believes that his quotation 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 quotation boards for consideration if the complaint relates to the quotation system or the procedures followed. The bidder should lodge the complaint within three (3) calendar months after the award of quotation.

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

(b) The Government shall have the right to arrange for a new quotation exercise in respect of the Premises subsequent to the cancellation of the quotation exercise under this Quotation Notice.

24. (a) This Quotation 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 bidders and the Government shall submit to the jurisdiction of the courts of Hong Kong in relation to any matters arising out of this Quotation Notice.

- (b) If a quotation is accepted, then until the Tenancy Agreement and the plan annexed thereto are duly signed or executed, the quotation together with the written acceptance thereof shall constitute a binding agreement between the successful bidder and the Government. The said binding agreement shall be governed by and construed in accordance with the laws of Hong Kong, and the successful bidder and the Government 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 Quotation Notice, the Government reserves the right to disqualify a bidder on the grounds that the bidder 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 25 shall include but not be limited to aiding, abetting, counselling or procuring. The decision of the Government to disqualify the bidder shall be final, conclusive and binding on the bidder.

26. A Chinese translation of this Quotation Notice and the Schedules hereto, and the Form of Technical Proposal (Execution Plan), the Form of Technical Proposal (Experience), the Form of Price Proposal and the Form of Quotation is attached. In the event of any doubt or dispute in the interpretation of this Quotation Notice and the Schedules hereto, the Form of Technical Proposal (Execution Plan), the Form of Technical Proposal (Experience), the Form of Price Proposal and the Form of Quotation, the Government's intention as expressed in the English version shall prevail.

**FIRST SCHEDULE**

**Marking Scheme and Assessment Criteria**

1. The execution plan and the experience in the Form of Technical Proposal (Execution Plan) and the Form of Technical Proposal (Experience) (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. Quotations will be assessed through the following four stages and only those quotations 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 Quotations 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 Quotations Submitted**

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

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

(a) For the purpose of assessing the Technical Proposal, five 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 6 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)	Catering Services, Operational and Supervision and Staff Deployment Plan (see <i>Note 2 in Paragraph 3(c) of this Schedule</i> )	30	7.5						
(B)	Hygiene Maintenance Plan (see <i>Note 3 in Paragraph 3(c) of this Schedule</i> )	18	4.5						

(C)	Waste Management Plan (see <i>Note 4 in Paragraph 3(c) of this Schedule</i> )	18	4.5						
(D)	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 5 in Paragraph 3(c) of this Schedule</i> )	14	3.5						
	(II) Proposals that can improve environmental protection and sustainability (E), social responsibility (S) or governance (G) (hereinafter referred to as “ESG Proposals”) (see <i>Note 5 in Paragraph 3(c) of this Schedule</i> )	5	1.25						
	<b>Sub-total for Execution Plan</b>	<b>85</b>							
<b>Section II: Experience</b>									
(E)	Years of experience in operating and running canteen or restaurant business (see <i>Note 6 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

quotation with the highest total mark scored pursuant to Paragraph 3(a) of this Schedule, while the Weighted Technical Score for other conforming quotations will be calculated by the following formula:

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

The Weighted Technical Score of each quotation 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), (C), (D)(I), (D)(II) and (E), standard score of 4, 3, 2, 1 or 0 will be awarded..

**Note 2**

(i) The Catering Services, Operational and Supervision and Staff Deployment Plan (hereinafter referred to as “the CSOS Plan”) covers the following three proposals:

1. Catering services in operating the Government canteen (hereinafter referred to as “Proposal A1”);
2. Supervision Plan and Staff Deployment Plan in operating the Government canteen (hereinafter referred to as “Proposal A2”); and

- The Supervision and Staff Deployment Plan shall cover the following items:
  - (a) roles and responsibilities of supervisory staff, including their post titles and expertise / qualifications;
  - (b) a mechanism to ensure adequate supervision of staff, e.g. approach to ensure effective communication and coordination between supervisors and frontline staff;
  - (c) approaches to remedy performance default and to prevent reoccurrence of any sub-standard services; and
  - (d) staff deployment and arrangement to provide sufficient and competent staff for canteen operation from the commencement of the tenancy under the Tenancy Agreement.

3. List of suggested (i) food and (ii) drinks other than those required under the Fourth Schedule to the Form of Tenancy Agreement (hereinafter referred to as “Proposal A3”).
- (ii) Standard score of 4, 3, 2, 1 or 0 will be awarded to the proposed CSOS Plan in accordance with the following five-grade approach:
1. Standard score of 4 will be awarded where the CSOS 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 CSOS 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 CSOS 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 CSOS 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 CSOS Plan is impractical or fails to provide information on ALL or ANY of Proposal A1, Proposal A2 and Proposal A3.

The determination by the Government as to whether the CSOS 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 bidders.

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

**Note 3**

- (i) The Hygiene Maintenance Plan covers the following three proposals:
1. Guidelines to staff on (i) food hygiene including food handling and food safety; (ii) kitchen hygiene; and (iii) seating area hygiene from the commencement of the tenancy under the Tenancy Agreement (hereinafter referred to as “Proposal B1”);
  2. Monitoring system to ensure the staff’s compliance with the proposed guidelines from the commencement of the tenancy under the Tenancy Agreement (hereinafter referred to as “Proposal B2”); and

3. Training and refresher programmes for staff on hygiene maintenance from 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 Hygiene Maintenance Plan in accordance with the following five-grade approach:
1. Standard score of 4 will be awarded where the Hygiene Maintenance 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 Hygiene Maintenance 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 Hygiene Maintenance 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 Hygiene Maintenance 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 Hygiene Maintenance Plan is impractical or fails to provide information on ALL or ANY of Proposal B1, Proposal B2 and Proposal B3.

The determination by the Government as to whether the Hygiene Maintenance 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 bidders.

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

**Note 4**

- (i) The Waste Management Plan covers the following three proposals:
1. Guidelines to staff on environmental protection to prevent pollution from (i) greasy fume; (ii) wastewater; and (iii) noise from the commencement of the tenancy under the Tenancy Agreement (hereinafter referred to as “Proposal C1”);
  2. Monitoring system to ensure the staff’s compliance with the proposed guidelines

from the commencement of the tenancy under the Tenancy Agreement (hereinafter referred to as “Proposal C2”); and

3. Training and refresher programmes for staff on environmental protection from the commencement of the tenancy under the Tenancy Agreement (hereinafter referred to as “Proposal C3”).
- (ii) Standard score of 4, 3, 2, 1 or 0 will be awarded to the proposed Waste Management Plan in accordance with the following five-grade approach:
1. Standard score of 4 will be awarded where the Waste Management Plan is practical with detailed information on ALL of Proposal C1, Proposal C2 and Proposal C3.
  2. Standard score of 3 will be awarded where the Waste Management Plan is practical with detailed information on any TWO (2) of Proposal C1, Proposal C2 and Proposal C3 and brief information on the remaining proposal.
  3. Standard score of 2 will be awarded where the Waste Management Plan is practical with detailed information on any ONE (1) of Proposal C1, Proposal C2 and Proposal C3 and brief information on the remaining two proposals.
  4. Standard score of 1 will be awarded where the Waste Management Plan is practical with brief information on ALL of Proposal C1, Proposal C2 and Proposal C3.
  5. Standard score of 0 will be awarded where the Waste Management Plan is impractical or fails to provide information on ALL or ANY of Proposal C1, Proposal C2 and Proposal C3.

The determination by the Government as to whether the Waste Management 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 bidders.

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

#### **Note 5**

- (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 / inventions and / or innovative application of existing technology for contributing to the development of Smart City and innovation and technology development (e.g. saving of manpower resources by using food delivery robots; higher operational efficiency by providing real-time kitchen communication systems for shortening the waiting time; boosting of user satisfaction / service utilization by providing online ordering platform, etc.)
2. ESG Proposals that can improve environmental protection and sustainability, social responsibility or governance in the execution of the contract throughout the contract period. 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 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. use of renewable energy in the execution of the contract 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 4, 3, 2, 1 or 0 will be awarded to the Pro-innovation Proposals in accordance with the following five-grade approach:
1. Standard score of 4 will be awarded where SEVEN (7) or more effective and practicable Pro-innovation Proposals are proposed.
  2. Standard score of 3 will be awarded where FIVE (5) to SIX (6) effective and practicable Pro-innovation Proposals are proposed.
  3. Standard score of 2 will be awarded where THREE (3) to FOUR (4) effective and practicable Pro-innovation Proposals are proposed.
  4. Standard score of 1 will be awarded where ONE (1) to TWO (2) effective and practicable Pro-innovation Proposals are proposed.
  5. Standard score of 0 will be awarded where no effective and practicable Pro-innovation Proposal is proposed

The determination by the Government as to whether the Pro-innovation Proposals

are effective and practicable or not and whether they can bring positive values or benefits to the Government or the society of Hong Kong shall be final and conclusive and shall be binding on the bidders.

- (iii) Standard score of 4, 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 five-grade approach:
1. Standard score of 4 will be awarded where FOUR (4) or more effective and practicable ESG Proposals are proposed.
  2. Standard score of 3 will be awarded where THREE (3) effective and practicable ESG Proposals are proposed.
  3. Standard score of 2 will be awarded where TWO (2) effective and practicable ESG Proposals are proposed.
  4. Standard score of 1 will be awarded where ONE (1) effective and practicable ESG Proposal is proposed.
  5. Standard score of 0 will be awarded where no effective and practicable ESG Proposal is proposed.

The determination by the Government 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 the Government or the society of Hong Kong shall be final and conclusive and shall be binding on the bidders.

- (iv) Marks will not be given to any innovative suggestion that a bidder 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 (D)(I) or (D)(II). If the bidder submits the same suggestion for (D)(I) and (D)(II) simultaneously; or if the same suggestion is submitted more than once within the same category of either (D)(I) or (D)(II) e.g. as an “environmental” proposal and also as a “social” proposal under “ESG proposal”, for all these situations, marks (if given) should only be given once for that suggestion under either (D)(I) or (D)(II) (but not both) as the Government may deem fit, irrespective of the number of improvements / positive values / benefits involved. If the suggestion scores marks under (D)(I), it will not earn any mark again under (D)(II), vice versa. The determination by the Government as to whether the innovative suggestions are considered similar in nature shall be final and conclusive and shall be binding on the bidders.
- (vi) The Government reserves the right to seek clarification on the supporting documents for the innovative suggestions after closing of the quotation and request the bidders to submit such supporting documents to the Government within a stipulated period. The Government will not consider any clarification or document submitted by a bidder after closing of the quotation if the Government considers that such clarification or document would alter the bidder’s quotation in substance or give the bidder an advantage over the other bidders.

- (vii) Those of the innovative suggestions submitted by a bidder that are accepted by the Government shall be deemed to be incorporated into and shall form part of the Form of Tenancy Agreement upon acceptance of the quotation submitted by him. Any failure to perform such innovative suggestions would be deemed a breach of the contractual obligation, and the Government would be entitled to take follow-up actions in accordance with the existing mechanism on the handling of breach of contractual obligations e.g. claiming damages and/or termination of the contract.

**Note 6**

- (i) Assessment will be based on the aggregate experience of the bidder in operating and running canteen or restaurant business (if any) whether as a business owner or as a service provider of such canteen or restaurant business within the period of five (5) years immediately preceding the 27th day of January 2025.
- (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 or failing to produce documentary proof to support its claim of experience.
- (iii) Bidders are required to submit documentary proof in details of their experience in all respects to the satisfaction of the Government, failing which the bidders will be taken as if they have no experience in operating and running canteen or restaurant business and standard score of 0 will be awarded. If the bidders submit documentary proof of only a part of their experience, the Government reserves the right to assess only that part of their experience. The Government also reserves the right to seek clarification on the documentary proof after closing of the quotation and request the bidders to submit such documentary proof to the Government within a stipulated period. The Government will not consider any clarification or documentary proof submitted by a bidder after closing of the quotation if the Government considers that such clarification or documentary proof would alter the bidder's quotation in substance or give the bidder an advantage over the other bidders.
- (iv) For the purpose of assessing the experience of the bidder, the following shall apply:
  1. If the bidder is a partnership, only the experience gained by the partnership (but not the experience of any individual partner) will be counted PROVIDED THAT such bidder shall have submitted documentary proof in details of the experience of the partnership in all respects to the satisfaction

of the Government.

2. If the bidder is a limited company, the Government 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 bidder shall have submitted documentary proof in details of the experience of such shareholder in all respects to the satisfaction of the Government PROVIDED FURTHER THAT any period of time will only be counted once, notwithstanding that during such period the bidder or such shareholder may have separate experience in operating and running canteen or restaurant business.
3. It is not necessary for the bidder to have continuous experience in operating and running canteen or restaurant business within the period of five (5) years immediately preceding 27th day of January 2025.
4. The aggregate experience will be counted in calendar days. The bidder 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 operating and running canteen or restaurant business could be gained under the same canteen or restaurant or different canteens or restaurants. If the experience was gained under different canteens or restaurants, the experience gained during the same period of time will only be counted once. The following example illustrates how the experience gained under different canteens or restaurants is counted:

Example:

<b>Canteen or Restaurant</b>	<b>Period of Operating and Running Canteen or Restaurant Business</b>	<b>Period of Operating and Running Canteen or Restaurant Business Counted for Assessment of Experience</b>	<b>Number of Days of Experience Counted</b>
A	16.4.2021 – 15.4.2023	16.4.2021 – 15.4.2023	730
B	1.10.2022 – 31.3.2024	16.4.2023 – 31.3.2024	351 (29 days in Feb 2024)
C	1.1.2023 – 31.7.2024	1.4.2024 – 31.7.2024	122
<b>Total:</b>			<b>1203</b>

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

#### 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 quotation offering

the highest percentage of the Gross Monthly Receipts (as referred in Clause (1) of the Second Schedule to the Form of Tenancy Agreement) in the Form of Price Proposal, while the Weighted Price Score for other conforming quotations will be calculated by the following formula:

$$\text{Weighted Price Score} = 50 \times \frac{\text{The percentage of the Gross Monthly Receipts offered by the conforming quotation being assessed}}{\text{The highest percentage of the Gross Monthly Receipts offered among all conforming quotations}}$$

The Weighted Price Score of each quotation 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 quotation will be determined by the following formula:

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

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

**SECOND SCHEDULE**

**Additional terms and conditions**

1. Bidders are advised to note that:
  - (a) The successful bidder shall at his own costs and expenses implement those of the proposals and the innovative suggestions of the execution plan in Part A, Part B, Part C and Part D of Paragraph 1 of the Form of Technical Proposal (Execution Plan) submitted by him that are accepted by the Government to the satisfaction of the Government (as to which the decision of the Government shall be final and conclusive and shall be binding on the successful bidder);
  - (b) The Premises shall be used for the purpose of canteen for the supply of meals, light refreshments, beverages (excluding alcoholic beverages and plastic bottled water) and other food commodities to Government employees working in Passenger Terminal Building, Shenzhen Bay Port Hong Kong Port Area and such other persons as may be authorized by the Director of Immigration or the Commissioner of Customs and Excise, as stipulated in the First Schedule to the Form of Tenancy Agreement;
  - (c) The management fees of the Premises are currently determined at HK\$14,469.30 per calendar month. Such fees may be revised from time to time by the Government in accordance with Clause (2)(h) of the Form of Tenancy Agreement;
  - (d) Under Clause (2)(uu) of the Form of Tenancy Agreement, the successful bidder shall not bring into, keep, store or sell or permit or suffer to be brought into, kept, stored or sold any alcoholic beverages in the Premises or any part thereof;
  - (e) Under Clause (2)(vv) of the Form of Tenancy Agreement, the successful bidder shall not employ illegal workers and in breach of which, the Government shall be entitled to terminate the tenancy by giving three (3) calendar months' notice in writing to the successful bidder without refund of rent, management fees or other charges already paid or any part thereof or any compensation therefor being payable to the successful bidder;
  - (f) Under Clause (2)(xx) of the Form of Tenancy Agreement, the successful bidder shall procure that the canteen at the Premises is and remains to be an EatSmart restaurant under the EatSmart Restaurant Star+ Campaign of the Department of Health (hereinafter referred to as "the Campaign") throughout the term of the tenancy created by the Form of Tenancy Agreement PROVIDED THAT where the canteen at the Premises is not yet an EatSmart restaurant under the Campaign at the commencement date of the term of the tenancy created by the Form of Tenancy Agreement, the successful bidder shall procure that the canteen at the Premises shall become an EatSmart restaurant no later than six (6) calendar months after the commencement date of the term of the tenancy

created by the Form of Tenancy Agreement and remains to be an EatSmart restaurant under the Campaign thereafter until the expiration of the term of the tenancy;

- (g) Clause (4)(b)(i) of the Form of Tenancy Agreement contains the terms and conditions governing the deposit of security deposit with the Government by the successful bidder, 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 Clause (4)(b)(i) of the Form of Tenancy Agreement, the security deposit paid by the successful bidder will be deposited with the Government as security for the due payment of the Monthly Rent and the rates, management fees, taxes, assessments, sewage service charges, trade effluent surcharges, duties, charges and other outgoings under the Form of Tenancy Agreement and the due payment of the licence fee, rent, rates, electricity charges, management fees, taxes, assessments, sewage service charges, trade effluent surcharges, duties, charges and other outgoings (hereinafter referred to as "Sums") as defined in Clause (4)(b)(i) of the Form of Tenancy Agreement) payable under any other agreements of any other tenancies or any leases or licences of any premises granted or to be granted by the Government to the successful bidder (hereinafter referred to as "Other Agreements") (as defined in Clause (4)(b)(i) of the Form of Tenancy Agreement) 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 in Other Agreements. Pursuant to Clause (4)(b)(ii) of the Form of Tenancy Agreement, at the expiration or sooner determination of the tenancy created by the Form of Tenancy Agreement, if there shall be any of the Monthly Rent, rates, management fees, taxes, assessments, sewage service charges, trade effluent surcharges, duties, charges and other outgoings contained in the Form of Tenancy Agreement and any interest payable thereon in arrear and/or such arrears of the Sums payable under Other Agreements and any interest payable thereon, 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 Government may apply such deposit towards remedying such breach without the Government first taking any actions or proceedings against the successful bidder (in so far as this may be possible) without prejudice to any other claim or remedy that the Government may have against the successful bidder by reason of the breach. In which event, the Government shall only pay the balance (if any) of the said deposit to the successful bidder.
- (h) Under Clause (4)(m) of the Form of Tenancy Agreement, the Government shall have the full right to terminate the tenancy if the successful bidder, his employees or agents being 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 created by the Form of Tenancy Agreement;
- (i) Under Clause (4)(r) of the Form of Tenancy Agreement, the successful bidder shall be exempted from payment of charges for electricity, air-

conditioning, gas and water in respect of his use and occupation of the Premises during the term of the tenancy;

- (j) The successful bidder shall provide all the individual items and sets of food and beverages (excluding alcoholic beverages and plastic bottled water) set out in the Fourth Schedule to the Form of Tenancy Agreement in the Premises on a compulsory basis in accordance with the requirements as set out in Special Condition No. (4) of the Third Schedule to the Form of Tenancy Agreement, and the prices to be charged therefor shall be as specified in the Fourth Schedule to the Form of Tenancy Agreement and shall be subject to such restrictions as specified in Special Condition No. (9) of the Third Schedule to the Form of Tenancy Agreement. Bidders are advised that pursuant to Special Condition No. (5) of the Third Schedule to the Form of Tenancy Agreement, the successful bidder may, according to market demand and with the Government's prior written approval, introduce on a voluntary basis any additional food items or beverages (excluding alcoholic beverages and plastic bottled water) not specified in the Fourth Schedule to the Form of Tenancy Agreement. Such additional food items or beverages (excluding alcoholic beverages and plastic bottled water) will not be subject to price control or the restrictions as specified in Special Condition No. (9) of the Third Schedule to the Form of Tenancy Agreement;
- (k) Pursuant to Special Condition No. (12) of the Third Schedule to the Form of Tenancy Agreement, the Government does not guarantee that the successful bidder shall have the exclusive right to carry on the business of canteen within Passenger Terminal Building, Shenzhen Bay Port Hong Kong Port Area throughout the term of the tenancy created by the Form of Tenancy Agreement and the Government shall not be responsible or liable to the successful bidder for any damages or loss whatsoever in respect thereof;
- (l) The successful bidder shall comply with the requirements and conditions regarding disposable tableware or cutlery and other related issues as specified in Special Condition No. (19) of the Third Schedule to the Form of Tenancy Agreement;
- (m) Pursuant to Special Condition No. (22) of the Third Schedule to the Form of Tenancy Agreement, the successful bidder shall at his own expense deliver all canteen refuse from the Premises to the refuse collection point(s) from time to time specified by the building management committee appointed under Clause (4)(p) of the Form of Tenancy Agreement.
- (n) Pursuant to Special Condition No. (25) of the Third Schedule to the Form of Tenancy Agreement, if the successful bidder shall be desirous of taking a tenancy of the Premises for a further term of three (3) years from the date of expiry of the term of the tenancy at the same Monthly Rent (as defined in Clause (1) of the Form of Tenancy Agreement) and on the same terms and conditions as are contained in the Form of Tenancy Agreement save and except for the said Special Condition No. (25), the successful bidder shall give written notice to the Government of such desire not less than nine (9) calendar months before the

expiration of the term of the tenancy created by the Form of Tenancy Agreement. After the successful bidder duly giving the notice to the Government as aforesaid, the Government may issue the Renewal Letter (as defined in Special Condition No. (25) of the Third Schedule to the Form of Tenancy Agreement) to the successful bidder which shall be in such form and contain such provisions as the Government may prescribe, including the provision that the renewal shall be conditional upon the successful bidder having duly observed and performed all the terms and conditions to be observed or performed by and on the part of the successful bidder contained in the Form of Tenancy Agreement in all respects to the satisfaction of the Government (as to which the decision of the Government shall be final, conclusive and binding on the successful bidder) up to the expiration of the term of the tenancy. The Renewal Letter if issued shall be accepted and signed by the successful bidder within such period of time as may be specified by the Government, to the effect that the Renewal Letter accepted and signed by the successful bidder shall constitute a binding agreement of the renewal of tenancy.

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

**ANNEX I(A)**

**FORM OF TECHNICAL PROPOSAL (EXECUTION PLAN)**

1. I/We submit the following proposals, innovative suggestions and information for assessment by the Government of the Hong Kong Special Administrative Region of the People's Republic of China (hereinafter referred to as "the Government"):

**Section I: Execution Plan**

**Part A: Catering Services, Operational and Supervision and Staff Deployment Plan**

(a) **Proposal A1**

Details of catering services in operating the Government canteen

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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 supervision plan and staff deployment plan in operating the Government canteen including (i) roles and responsibilities of supervisory staff together with their post titles and expertise / qualifications; (ii) a mechanism to ensure adequate supervision of staff; (iii) approaches to remedy performance default and to prevent reoccurrence of any sub-standard services; and (iv) staff deployment and arrangement to provide sufficient and competent staff for canteen operation from the commencement of the tenancy under the Tenancy Agreement

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*(1) Please illustrate the practicability of the proposal covering the four (4) items.*  
*(2) If there is not enough space, please use additional sheets marked "Proposal A2".*

(c) **Proposal A3**

List of suggested (i) food and (ii) drinks other than those required under the Fourth Schedule to the Form of Tenancy Agreement

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*(1) Please illustrate the practicability of the proposal covering the two (2) items.*

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

**Part B: Hygiene Maintenance Plan**

(a) **Proposal B1**

Guidelines to staff on (i) food hygiene including food handling and food safety; (ii) kitchen hygiene; and (iii) seating area hygiene from the commencement of the tenancy under the Tenancy Agreement

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*(1) Please illustrate the practicability of the proposal covering the three (3) items.*  
*(2) If there is not enough space, please use additional sheets marked "Proposal B1".*

(b) **Proposal B2**

Details of monitoring system to ensure the staff's compliance with the proposed guidelines 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**

Details of training and refresher programmes for staff on hygiene maintenance 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 B3".*

**Part C: Waste Management Plan**

(a) **Proposal C1**

Guidelines to staff on environmental protection to prevent pollution from (i) greasy fume; (ii) wastewater; and (iii) noise from the commencement of the tenancy under the Tenancy Agreement.

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*(1) Please illustrate the practicability of the proposal covering the three (3) items.*

*(2) If there is not enough space, please use additional sheets marked "Proposal C1".*

(b) **Proposal C2**

Details of monitoring system to ensure the staff's compliance with the proposed guidelines 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 C2".*

(c) **Proposal C3**

Details of training and refresher programmes for staff on environmental protection 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 C3".*

**Part D: Innovative Suggestions**

**(I) Pro-innovation Proposals**

If there are more than seven Pro-innovation Proposals by bidders, for each of the eighth 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 eighth Pro-innovation Proposal, please mark “Pro-innovation Proposal 8” 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".*

**(f) Pro-innovation Proposal 6**

- (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 6".*

**(g) Pro-innovation Proposal 7**

(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 7".*

**(II) ESG Proposals**

If there are more than four ESG Proposals proposed by bidders, for each of the fifth 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 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 fifth ESG Proposal, please mark “ESG Proposal 5” on the additional sheets.

**(a) ESG Proposal 1**

(i) Details of the proposal and brief description on positive values/benefits to 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 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 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".*

**(d) ESG Proposal 4**

(i) Details of the proposal and brief description on positive values/benefits to 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 4".*

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

Part A: Catering Services, Operational and Supervision and Staff Deployment Plan		
(a)	Proposal A1	
(b)	Proposal A2	
(c)	Proposal A3	
Part B: Hygiene Maintenance Plan		
(a)	Proposal B1	
(b)	Proposal B2	
(c)	Proposal B3	
Part C: Waste Management Plan		
(a)	Proposal C1	
(b)	Proposal C2	
(c)	Proposal C3	
Part D: 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)	Pro-innovation Proposal 6	
(g)	Pro-innovation Proposal 7	
(h)	Other Pro-innovation Proposal (s):	

(II): ESG Proposals that can bring positive values or benefits to the Government or the society of Hong Kong at large		
(a)	ESG Proposal 1	
(b)	ESG Proposal 2	
(c)	ESG Proposal 3	
(d)	ESG Proposal 4	
(e)	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 / Pro-innovation Proposal / ESG 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 bidder 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 7 Pro-innovation Proposals, for each of the eighth and subsequent Pro-innovation Proposals, please provide the requested information in row (h) of Part D(I) by inserting (i) the number of the Pro-innovation Proposal (such as “8” for Pro-innovation Proposal 8) in the second column and (ii) “yes” or “no” next to it in the third column.*

*(4) If there are more than 4 ESG Proposals, for each of the fifth and subsequent ESG Proposals, please provide the requested information in row (e) of Part D(II) by inserting (i) the number of the ESG Proposal (such as “5” for ESG Proposal 5) in the second column and (ii) “yes” or “no” next to it in the third column.*

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2025.

Name of Bidder: \_\_\_\_\_

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

**ANNEX I(B)**

**FORM OF TECHNICAL PROPOSAL (EXPERIENCE)**

**Section II: Experience**

**Part E: Experience of the bidder in operating and running canteen or restaurant business**

1. My/Our experience in operating and running canteen(s) or restaurant business within the period of five (5) years immediately preceding the 27th day of January 2025 is set out as follows and documents of proof of my/our said experience are attached:

Brief description of canteen or restaurant operated and run (including name and address)	Whether the bidder operated and ran the canteen or the restaurant as a business owner or as a service provider	Period of operating and running the canteen or the restaurant (with commencement and ending dates)
(a)		
(b)		
(c)		
(d)		
(e)		

- (1) *If there is not enough space, please use additional sheets marked "Experience".*
- (2) *Please provide the documents of proof, which may include (but not limited to) evidence showing ownership of the relevant canteen or restaurant or a **FULL** copy of tenancy agreement of the relevant canteen or restaurant, or a **FULL** copy of service contract or client reference letter, or a copy of business registration certificate, etc.*

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2025.

Name of Bidder: \_\_\_\_\_

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(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>MONTHLY RENT</b> <b>(exclusive of rates, management fees, charges and any other outgoings whatsoever)</b> <b>(HK\$)</b> <i>(See the Note below)</i>	<b>PURPOSE FOR WHICH THE PREMISES ARE USED</b>
The Government Canteen situate on portion of the Second Floor, Passenger Terminal Building, Shenzhen Bay Port Hong Kong Port Area (hereinafter referred to as “the Premises”) which are more particularly described in Clause (1) of the Form of Tenancy Agreement annexed to the Quotation Notice	Three (3) years commencing on a date to be specified by the Chief Property Manager, Government Property Agency subject to the provisions for renewal for a further term of three (3) years as stipulated in Special Condition No. (25) of the Third Schedule to the Form of Tenancy Agreement	Either (i) _____ % of the Gross Monthly Receipts (as referred in Clause (1) of the Second Schedule to the Form of Tenancy Agreement),  or  (ii) the Monthly Minimum Rent (as referred in Clause (2) of the Second Schedule to the Form of Tenancy Agreement) of Hong Kong Dollars Eighteen Thousand Five Hundred and Ninety Six only (HK\$18,596.00), whichever is greater.	A canteen for the supply of meals, light refreshments, beverages (excluding alcoholic beverages and plastic bottled water) and other food commodities to Government employees working in Passenger Terminal Building, Shenzhen Bay Port Hong Kong Port Area and such other persons as may be authorized by the Director of Immigration or the Commissioner of Customs and Excise as stipulated in the First Schedule to the Form of Tenancy Agreement.

*Note : Bidders MUST state the percentage of the Gross Monthly Receipts in this Form of Price Proposal. Bidders who intend to offer percentage MUST state a whole number of percentage (e.g. 1%, 2%, 3%, etc.). Bidders who intend to offer no percentage MUST state 0%. Any quotation submitted which is not in conformity with the requirements contained in this Note will not be considered by the Government.*

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2025.

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

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

**OR** In case of corporate body:

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

\_\_\_\_\_

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

\_\_\_\_\_

Signed by the abovementioned authorized officer(s) for and on behalf of the bidder:

\_\_\_\_\_

(with company chop)

- End of the Form of Price Proposal -

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

**ANNEX III**

GPA N22440

**FORM OF QUOTATION**

**QUOTATION FOR A TENANCY OF THE  
GOVERNMENT CANTEEN ON PORTION OF  
THE SECOND FLOOR, PASSENGER TERMINAL BUILDING  
SHENZHEN BAY PORT HONG KONG PORT AREA  
(Quotation Reference No.: GPA N22440)**

Quotation for a tenancy of the Government canteen situate on portion of the Second Floor, Passenger Terminal Building, Shenzhen Bay Port Hong Kong Port Area comprising a total floor area of 621 square metres or thereabouts (hereinafter referred to as “the Premises”) as shown for identification purpose only coloured pink on the plan (Plan No. GPA N22440) annexed to the Form of Tenancy Agreement on such terms and conditions as set out in the said Quotation Notice and the Form of Tenancy Agreement and at the monthly rent specified below.

To : The Chairman,  
Quotation Opening Committee,  
Government Property Agency,  
9/F, South Tower,  
West Kowloon Government Offices,  
No. 11 Hoi Ting Road,  
Yau Ma Tei, Kowloon,  
Hong Kong

I/We, \_\_\_\_\_  
(name of bidder)

of \_\_\_\_\_  
(address of bidder)

having read the said Quotation Notice and the Form of Tenancy Agreement and examined the plan (Plan No. GPA N22440) annexed to the Form of Tenancy Agreement, hereby offer to rent the Premises from the Government of the Hong Kong Special Administrative Region of the People’s Republic of China (hereinafter referred to as “the Government”) at the monthly rent (exclusive of rates, management fees, charges and any other outgoings whatsoever) equivalent to (i) the percentage of the Gross Monthly Receipts (as referred in Clause (1) of the Second Schedule to the Form of Tenancy Agreement) specified by me/us or (ii) the Monthly Minimum Rent (as referred in Clause (2) of the Second Schedule to the Form of Tenancy Agreement) of Hong Kong Dollars Eighteen Thousand Five Hundred and Nienty Six only (HK\$18,596.00),

whichever is greater 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 subject to the provisions for renewal for a further term of three (3) years as stipulated in Special Condition No. (25) of the Third Schedule to the Form of Tenancy Agreement and on such terms and conditions as set out in the said Quotation Notice and the Form of Tenancy Agreement.

2. If this quotation is accepted, then until the Tenancy Agreement and the plan annexed thereto are duly signed or executed, this quotation together with the written acceptance thereof shall constitute a binding agreement between me/us and the Government. 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 Eighteen Thousand Five Hundred and Ninety Six only (HK\$18,596.00), as mentioned in Paragraph 6(b) of the said Quotation 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 quotation is accepted. / A **CHEQUE** for Hong Kong Dollars Eighteen Thousand Five Hundred and Ninety Six only (HK\$18,596.00), as mentioned in Paragraph 6(b) of the said Quotation Notice, **certified good for payment** up to the 26th day of May 2025 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 quotation is accepted.

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

5. I/We understand that if this quotation is accepted, those of the proposals and the innovative suggestions of the execution plan in Part A, Part B, Part C and Part D of Paragraph 1 of the Form of Technical Proposal (Execution Plan) submitted by me/us that are accepted by the Government 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 the Government reserves the right to disclose the identity of the successful bidder and its holding company (if any) and to announce the quotation results in accordance with Paragraph 8(d) of the said Quotation Notice.**

(b) **I/We consent that the Government and its officers may use the data collected pursuant to Paragraph 19(a) of the said Quotation Notice together with any information of my/ our performance or breach of any terms and conditions of the**

**licence or tenancy of any Government sites or premises, whether past, current or future, for consideration of this quotation by the Government, 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 quotations by 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 Quotation Notice and the provisions in Paragraph 6 of this Form of Quotation including the consent stated therein shall remain in full force and effect notwithstanding that this quotation is not accepted by the Government. Where the quotation is accepted by the Government, 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 the Government until the 26th day of May 2025 and to be bound by the terms and conditions of the said Quotation 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 percentage of the gross monthly receipts offered;
- (ii) adjusted the percentage of the gross monthly receipts offered 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 offer; or
- (iv) otherwise colluded with any person in any manner whatsoever.

(b) I/We warrant that at any time hereinafter until the quotation 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 percentage of the gross monthly receipts offered;

- (ii) adjust the percentage of the gross monthly receipts offered 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 offer; 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 rent offered; and
  - (ii) my/our consultants or sub-contractors to solicit their assistance in preparation of quotation submission.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2025.

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

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

**OR** In case of corporate body:

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

\_\_\_\_\_

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

\_\_\_\_\_

Signed by the abovementioned authorized officer(s) for and on behalf of the bidder:

\_\_\_\_\_

(with company chop)

**Information of bidder**

(If the bidder 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 bidder is a corporate body, Part B should be completed. If the bidder 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 quotation must be made in the name of the sole proprietor. In the case of a partnership, this quotation 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 Quotation.*

Sole proprietor/all partners:

1.

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

2.

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

3.

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

4.

Name (in block letters)	HKIC No.
Telephone / Mobile / Fax No. / /	Email Address (if any)
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 quotation 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 Quotation. 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 Quotation Notice.*

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

Registered Office of bidder: \_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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 bidder's principal to represent it as its agent for the submission of the quotation to the Government and matters incidental thereto should be enclosed with this Form of Quotation. The original copy of the above document must be produced for inspection on demand. Please also refer to Paragraph 8(b) of the said Quotation 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 Quotation will be used and may be disclosed to other Government departments as set out in Paragraph 19 of the said Quotation Notice and Paragraph 6 of this Form of Quotation. Individuals who wish to access to or correct his personal data in this Form of Quotation 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 Quotation Notice.

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

Please note that this checklist is for guidance and reference purposes only to facilitate the preparation and submission of the quotations and shall not be deemed to form part of the Quotation Notice, the Form of Quotation, the Form of Tenancy Agreement or the quotation submission of the bidders. The Government of the Hong Kong Special Administrative Region of the People’s Republic of China (“the Government”) shall not be liable for any expenses, costs, loss or damages incurred or suffered by the bidders as a result of or incidental to their having relied on this checklist for preparing and submitting their quotations. Nothing in this checklist shall prejudice or affect the rights and interests of the Government in this quotation or shall have the effect of overriding, amplifying, altering, negating, waiving, supplementing or otherwise varying any of the terms or conditions of the Quotation Notice, the Form of Quotation, the Form of Tenancy Agreement or the quotation submission of the bidders. 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 Quotation Notice
(A)	<b>COMPLETION OF QUOTATION DOCUMENTS</b>	
(i)	<p>(a) If submitted, <b><u>COMPLETE</u></b> the Form of Technical Proposal (Experience) at Annex I(B) to the Quotation Notice (“Form of Technical Proposal (Experience)”) <b><u>IN DUPLICATE</u></b> and <b><u>ATTACH</u></b> to the Form of Technical Proposal (Experience) the documentary proof referred to in paragraph 1 of the Form of Technical Proposal (Experience) (“<b>Document I</b>”); and</p> <p>(b) If submitted, <b><u>COMPLETE</u></b> the Form of Technical Proposal (Execution Plan) at Annex I(A) to the Quotation Notice (“Form of Technical Proposal (Execution Plan)”) <b><u>IN DUPLICATE</u></b> and <b><u>ATTACH</u></b> to the Form of Technical Proposal (Execution Plan) the supporting documents referred to in paragraph 2 of the Form of Technical Proposal (Execution Plan) (“<b>Document II</b>”)</p>	Paragraphs 3(d)(i), 3(d)(ii) and 3(d)(iii) of the Quotation Notice and Annex I(A) and Annex I(B) to the Quotation Notice
(ii)	<b><u>COMPLETE and SIGN</u></b> the Form of Quotation at Annex III to the Quotation Notice <b><u>IN DUPLICATE</u></b> and	Paragraphs 3(a)(ii), 3(b), 8(a), 8(b), 8(c), 9 and

	<b><u>ENCLOSE</u></b> with the Form of Quotation the documents referred to in the Information of bidder in the Form of Quotation where applicable (“ <b>Document III</b> ”)	19(a) of the Quotation Notice and Annex III to the Quotation Notice
(iii)	Prepare a cashier’s order or a cheque for the amount of Eighteen Thousand Five Hundred and Ninety Six only (HK\$18,596.00) 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 26th day of May of 2025 (“ <b>Document IV</b> ”)	Paragraphs 3(a)(iii) and 6(b) of the Quotation Notice
(iv)	<b><u>COMPLETE and SIGN</u></b> the Form of Price Proposal at Annex II to the Quotation Notice <b><u>IN DUPLICATE</u></b> (“ <b>Document V</b> ”)	Paragraph 3(a)(i) of the Quotation Notice and Annex II to the Quotation Notice
<b>(B)</b>	<b>PREPARATION OF QUOTATION</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 Quotation for a Tenancy of the Government Canteen on Portion of the Second Floor, Passenger Terminal Building, Shenzhen Bay Port Hong Kong Port Area (Quotation Reference No. GPA N22440)” on the outside of the envelope</p> <p>OR</p> <p>(2) with Quotation 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 (if submitted), Document III and Document IV</u></b> (referred to in</p>	Paragraphs 4(a) and 4(b) of the Quotation Notice

	(A) above)  (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 Quotation for a Tenancy of the Government Canteen on Portion of the Second Floor, Passenger Terminal Building, Shenzhen Bay Port Hong Kong Port Area (Quotation Reference No. GPA N22440)” on the outside of the envelope OR (2) with Quotation 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 V</u></b> (referred to in (A) above)</p> <p>(III) Seal Envelope 2</p>	Paragraphs 4(a) and 4(c) of the Quotation 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, Quotation Opening Committee, Government Property Agency” and clearly marked “Quotation for a Tenancy of the Government Canteen on Portion of the Second Floor, Passenger Terminal Building, Shenzhen Bay Port Hong Kong Port Area (Quotation Reference No. GPA N22440)” on the outside of the envelope OR (2) with Quotation Label 3 attached to this</p>	Paragraph 4(d) of the Quotation Notice

	<p>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>	
(C)	<b>SUBMISSION OF QUOTATION</b>	
	<p>Place the third envelope (prepared in accordance with (B) above) in the Government Property Agency Quotation Box situated at the Ground Floor Lobby, South Tower, West Kowloon Government Offices, No. 11 Hoi Ting Road, Yau Ma Tei, Kowloon, Hong Kong before 12:00 noon on the 27th day of January 2025.</p>	<p>Paragraph 4(e) of the Quotation Notice</p>

**Quotation Label 1**

Envelope 1 – Technical Proposal for Quotation for a  
Tenancy of the Government Canteen on Portion of  
the Second Floor, Passenger Terminal Building,  
Shenzhen Bay Port Hong Kong Port Area  
(Quotation Reference No. GPA N22440)

**Quotation Label 2**

Envelope 2 – Price Proposal for Quotation for a Tenancy of the  
Government Canteen on Portion of the Second Floor, Passenger  
Terminal Building, Shenzhen Bay Port Hong Kong Port Area  
(Quotation Reference No. GPA N22440)

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**Quotation Label 3**

To: The Chairman, Quotation Opening Committee,  
Government Property Agency

Quotation for a Tenancy of the Government Canteen on Portion of  
the Second Floor, Passenger Terminal Building, Shenzhen Bay

Port Hong Kong Port Area

(Quotation Reference No. GPA N22440)

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## 報價公告

### 報價邀請書

#### 深圳灣口岸港方口岸區

#### 旅檢大樓 2 樓部分地方的政府食堂租用權

(報價編號：GPA N22440)

現按本報價公告及夾附租約大綱(下稱「租約大綱」)所臚列的條款及條件，邀請就位於深圳灣口岸港方口岸區旅檢大樓 2 樓部分地方的政府食堂(下稱「該處所」)租用權提交報價書。租期為三年，由政府產業署總產業經理指定的日期起生效，並可按租約大綱附表 3 特別條件第(25)條訂明的規定續租三年。該處所只可用作經營食堂，整體樓面面積約 621 平方米，位置於租約大綱夾附的圖則(圖則編號：GPA N22440)內以粉紅色標示，以資識別。

2. 報價書會按整體考慮，並按本報價公告附表 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。中華人民共和國香港特別行政區政府(下稱「政府」)不一定接納按附表 1 評審獲最高綜合得分的報價書或任何一份報價書。政府保留權利，可與任何競投人商議批出租約的條款及條件。政府在審核任何一份報價書及決定是否批出報價書時，亦會考慮競投人過往或現時作為政府物業持牌人或承租人的表現。政府就是否批出報價書所作的決定屬最終決定。

3. (a) 報價書必須包括以下文件，並且必須在截止報價前遞交：

(i) 載於本報價公告附件 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每月總收入百分比。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) 載於本報價公告附件 III 的整份報價表格(下稱「報價表格」)，須妥為簽署。為免生疑問，報價表格的所有頁

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) 本報價公告第 6(b)段所指的銀行本票或支票。

(b) 競投人如為一人 / 多人，必須符合本報價公告第 8(c)段所載的規定。

(c) 不符合本報價公告第 3(a)及 3(b)段所載任何規定的報價書，政府一概不予考慮。

(d) (i) 競投人可填寫載於本報價公告附件 I(A)的技術建議書大綱(執行方案)(下稱「技術建議書大綱(執行方案)」)及 / 或載於本報價公告附件 I(B)的技術建議書大綱(經驗)(下稱「技術建議書大綱(經驗)」)，並與報價書一併遞交。

(ii) 如競投人遞交技術建議書大綱(執行方案)的部分或局部填妥的技術建議書大綱(執行方案)，政府只會評審競投人所遞交技術建議書大綱(執行方案)的該部分或已填妥部分所載的執行方案。政府不會就技術建議書大綱(執行方案)遺漏、略去或未填妥的任何部分或頁面要求補充說明。

(iii) 如競投人遞交技術建議書大綱(經驗)的部分或局部填妥的技術建議書大綱(經驗)，政府只會評審競投人所遞交技術建議書大綱(經驗)的該部分或已填妥部分所載的經驗。政府不會就技術建議書大綱(經驗)遺漏、略去或未填妥的任何部分或頁面要求補充說明。

4. (a) 是次報價採用雙軌報價制度。填妥的報價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(執行方案)，一式兩份；
- (ii) 如遞交技術建議書大綱(經驗)，一式兩份；
- (iii) 整份報價表格，須妥為簽署，一式兩份；以及
- (iv) 本報價公告第 6(b)段所指的銀行本票或支票，

信封面清楚註明「信封 1 —報價承投深圳灣口岸港方口岸區旅檢大樓 2 樓部分地方的政府食堂租用權的技術建議書(報價編號：GPA N22440)」。

- (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 —報價承投深圳灣口岸港方口岸區旅檢大樓 2 樓部分地方的政府食堂租用權的價格建議書(報價編號：GPA N22440)」。
- (d) 報價書須包括該兩個按照本報價公告第 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「政府產業署拆閱報價書委員會主席收」及清楚註明「報價承投深圳灣口岸港方口岸區旅檢大樓 2 樓部分地方的政府食堂租用權(報價編號：GPA N22440)」。
- (e) 報價書必須在二零二五年一月二十七日正午十二時前，放入香港九龍油麻地海庭道 11 號西九龍政府合署南座地下大堂的政府產業署報價書收集箱(下稱「指定報價書收集箱」)內。如在二零二五年一月二十七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，截止報價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。如延遲後的截止報價日期為星期六，截止報價時間將延至下一個工作天正午十二時。如在二零二五年一月二十七日上午九時至正午十二時期間內的任何時間，前往指定報價書收

集箱所在地點的公眾通道受阻，政府會宣布推遲截止報價時間，直至另行通知。當通道重開後，政府會在切實可行範圍內盡快公布已推遲的截止報價時間。上述公布事項會於產業署物業網網站發出 (<https://www.gpaproperty.gov.hk/tc/index.html>)。不符合本段(第 4(e)段)所載規定的報價書，政府一概不予考慮。

- (f) 逾期遞交及未有投入指定報價書收集箱的報價書概不受理。
  - (g) 除在報價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(執行方案)、技術建議書大綱(經驗)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，不得在本報價公告、報價表格、技術建議書大綱(執行方案)、技術建議書大綱(經驗)、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。如報價書就本報價公告、報價表格、技術建議書大綱(執行方案)、技術建議書大綱(經驗)、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，政府有可能不考慮或評審任何不符合本段(第 4(g)段)所載規定的報價書。
5. 競投人提交的報價書獲接納後，其在技術建議書大綱(執行方案)第 1 段 A 部、B 部、C 部及 D 部提出並獲政府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。政府保留權利，可因為任何建議或創新建議不符合或不遵守本報價公告所載任何規定，或因為完全由政府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。政府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，並對成功競投人具有約束力。成功競投人會獲政府產業署總產業經理書面通知獲政府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) 所有競投人須在截止報價前遞交全部所需資料及文件，包括但不限於本報價公告第 9 段所指的文件。政府保留權利，可在截止報價後要求競投人就所需的資料及文件作補充說明，包括但不限於本報價公告第 9 段所指的文件、技術建議書大綱(執行方案)內執行方案的證明文件及技術建議書大綱

(經驗)所述經驗的證明文件，並要求競投人在指定期間內向政府遞交該等資料及文件。如沒有遞交所需的資料及文件，報價書會按已收到的資料及文件評審。為免生疑問，如競投人遞交技術建議書大綱(執行方案)的部分或技術建議書大綱(經驗)的部分，或遞交局部填妥的技術建議書大綱(執行方案)或局部填妥的技術建議書大綱(經驗)，政府不會就技術建議書大綱(執行方案)或技術建議書大綱(經驗)遺漏、略去或未填妥的任何部分或頁面要求補充說明。如政府認為競投人在截止報價後遞交的任何補充說明、資料或文件會實質更改該競投人的報價書或令該競投人較其他競投人更具優勢，則政府一概不會考慮該等補充說明、資料或文件。

- (b) 競投人擬連同報價書遞交的銀行本票或支票，款額須為港幣一萬八千五百九十六元正(HK\$18,596.00)，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，保證直到二零二五年五月二十六日可獲兌現。政府對報價書作出決定前，所有銀行本票或支票均不會兌現。成功競投人必須按租約大綱第(4)(b)(i)條規定，繳付以港幣計算相等於三個月最低月租及三個月管理費港幣九萬九千二百元正(HK\$99,200.00)的的保證金。如報價書獲接納，隨報價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報價書所載地址退回落選的競投人。政府保留權利，可要求競投人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，競投人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，如競投人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，則政府不會進一步考慮競投人提交的報價書。

7. 競投人必須把該處所自用和經營業務，其報價書才會獲接納。競投人亦不得轉讓、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) 競投人如以附屬公司身分遞交報價書，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、傳真號碼及電郵地址。  
(b) 以競投人身分簽署報價書的人，將被視作以主事人身分行事，除非他在報價表格內聲明僅為代理人。代理人須同時在報價表格內「競投人資料」C部，說明主事人的姓名/名稱、地址及其聯絡人的姓名。  
(c) 競投人如為一人，報價書必須以該人獨資經營商號或業務的名義填寫。競投人如為多人，則報價書必須以他們合夥經營商號或業務的名義填寫。  
(d) 報價書批出後，政府可應公眾/傳媒的查詢，披露成功競投人及其控權公司(如有)的身分。政府保留公布報價結果的權利，而無須事先獲得成功競投人或其控權公司(如有)同意。
9. (a) 競投人如以一人或多人的身分遞交報價書，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) 競投人如以法團身分遞交報價書，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(如在遞交報價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. 如報價書獲接納，成功競投人即成為承租人。成功競投人將獲發信通知，通知信會按其遞交的報價表格所載地址以郵遞或專人派遞方

式送交成功競投人。成功競投人須在政府發出通知後七日內簽署租約及夾附的圖則，或成功競投人如屬法團，以法團印章並根據成功競投人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，並向政府繳付根據租約及夾附的圖則應付的保證金餘數(如有)、首月最低月租(如租約大綱附表 2 所指)及管理費。如獲選的報價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。如獲選的報價書由合夥公司遞交，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。如成功競投人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政府繳付保證金餘數(如有)、首月最低月租及管理費，則政府可辦理或取消報價書。取消報價書後，隨相關獲選報價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，但此舉不影響政府就違約而提起損害賠償訴訟的權利。同時，政府有權把該處所的租用權批予他人，或邀請報價，或在其認為適當的時候，以其認為適當的方式處置該處所。

11. 在成功競投人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(如有)、首月最低月租及管理費後，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成功競投人。政府產業署總產業經理會發信通知成功競投人給予該處所管有權的日期及租約生效日期。

12. 所有報價書由截止報價日期起至二零二五年五月二十六日持續有效。在上述有效期屆滿前，報價書對競投人具有約束力，並可能隨時獲政府接納。政府會考慮並評審所有符合本報價公告內全部條款及規定的報價書。

13. (a) 報價書批出前，競投人、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的每月總收入百分比、與任何其他人士訂立安排調整建議的每月總收入百分比、與任何其他人士就他本人或該其他人士應否報價訂立任何安排，或在報價過程中以任何方式與任何其他人士串通。如競投人違反或未有遵守本段規定，或違反其在報價表格第 8 段作出的保證，在不影響競投人因該項違反或未有遵守規定而負上法律責任的原則下，政府產業署可把其報價書作廢而不支付任何補償。此

外，競投人亦須承擔因報價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報價工作及日後進行任何報價工作的費用和開支。

- (b) 本報價公告第 13(a)段不適用於競投人為索取保險報價以計算建議的每月總收入百分比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報價書而向他們發出受嚴格保密的通訊。

14. 競投人、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)，作為該僱員在報價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，或由於該僱員在報價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)。如競投人在關乎報價工作的事宜上觸犯該條例所訂的任何罪行，政府產業署可把其報價書作廢而不支付任何補償。此外，競投人亦須承擔因報價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報價工作及日後進行任何報價工作的費用和開支。

15. 競投人須自行支付遞交報價書的費用和開支。政府無須承擔競投人在截止報價之前或之後，以及在是次報價工作及日後進行的任何報價工作中，就其報價書或擬備或遞交報價書所招致的任何費用和開支，包括但不限於通訊或競投人出席簡報會、實地參觀或進行勘測的任何費用和開支。

16. 競投人須留意本報價公告附表2所訂明的附加條款及條件(如有)。

17. 成功競投人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。所有競投人請於遞交報價書之前，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。競投人如欲實地視察該處所，須在二零二五年一月六日或之前與本報價公告第20段所提述的人員聯絡，以作安排。

18. 報價結果將於二零二五年五月二十六日或之前公布。競投人如在該日仍未收到政府通知，說明其報價書已獲接納，則可視其報價已經落選。

19. (a) 競投人除須提供其姓名 / 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；競投人如屬獨資經營人 / 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；競投人如屬法團，則亦須提供其公司編號。如競投人未能提供上述資料，政府可能無法考慮其報價書；

(b) 政府產業署收集上述資料，旨在供政府用於考慮本報價書，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政府用於考慮其他報價書，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報價表格內填報的個人資料。請按本報價公告第 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. 如對是次報價有任何查詢，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：馬嘉浩先生)

電話號碼：3842 6783 及傳真號碼：2877 8993)

21. 政府特此聲明：政府人員對有意競投人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報價公告的一部分。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報價公告或租約大綱所臚列的任何條款或條件。

22. 報價過程受政府內部監察，以確保有關報價書妥善而公平地批出。競投人如相信其報價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，並把涉及報價制度或隨後程序的申訴轉交有關報價委員會考慮。競投人須在報價書批出後三(3)個曆月內提出申訴。

23. (a) 即使本報價公告有任何相反條文，政府保留權利，在本報價公告第 4(e)段所述的截止報價時間後至報價書獲接納前，可隨時基於為公眾利益而不接納任何已提交的報價書或批出報價書，或基於截止報價時間後相關規定或情況因運作或任何原因有變，取消本報價公告的報價工作。政府就取消本報價公告報價工作所作的決定屬最終決定及不可推翻，並對競投人具有約束力。競投人無權因是次報價工作取消所引致或附帶引起的情況，向政府申索任何形式的補償。

(b) 政府有權在本報價公告的報價工作取消後就該處所重新安排報價工作。

24. (a) 本報價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。競投人和政府須同意就本報價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) 報價書如獲接納，在妥為簽署或簽立租約及夾附的圖則之前，報價書連同接納書構成成功競投人與政府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。成功競投人和政府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. 即使報價公告有任何相反條文，政府保留權利，基於下述情況取消競投人的資格：競投人或其主事人(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，有需要取消競投人的資格。為免生疑

問，本第 25 段「作出」一詞包括但不限於協助、教唆、慫使或促使。政府就取消競投人資格所作的決定屬最終決定及不可推翻，並對競投人具有約束力。

26. 此為本報價公告、各附表、技術建議書大綱(執行方案)、技術建議書大綱(經驗)、價格建議書大綱及報價表格的中文譯本。如對本報價公告、各附表、技術建議書大綱(執行方案)、技術建議書大綱(經驗)、價格建議書大綱及報價表格的詮釋有任何疑問或爭議，當以英文本所表達的政府原意為準。

## 附表 1

### 評分制度及評審準則

1. 技術建議書大綱(執行方案)及技術建議書大綱(經驗)(統稱「技術建議書」)的執行方案及經驗，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。報價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報價書，才會進入第二、三及四階段進一步評審：

第一階段——就已提交的報價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—就已提交的報價書進行完整及合規查核

查核所有已提交的報價書，以確定是否已遞交本報價公告所規定的文件及資料，以及符合本報價公告的規定。不符合本報價公告第 3(a)、3(b)及 4(e)段所載任何規定的報價書，政府一概不予考慮。

#### 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五項評審準則，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 6)					取得 分數 (M x S)
			4	3	2	1	0	
<b>第 I 部分：執行方案</b>								
(A)	餐飲服務、營運及督導方案及員工調配計劃 (見本附表第 3(c) 段註 2)	30	7.5					
(B)	衛生保持方案 (見本附表第 3(c) 段註 3)	18	4.5					
(C)	廢物管理方案 (見本附表第 3(c) 段註 4)	18	4.5					
(D)	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 5)	14	3.5					
	(II) 可改善環境保護及可持續發展(E)、社會責任(S)或管治(G)的建議(下稱「ESG 建議」)	5	1.25					

	(見本附表第 3(c) 段註 5)								
	<b>執行方案小計</b>	<b>85</b>							
<b>第 II 部分：經驗</b>									
(E)	營運及經營食堂或食肆業務的經驗年數 (見本附表第 3(c) 段註 6)	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報價書，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，其他符合要求報價書的加權技術得分，則按下列公式計算：

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

每份報價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)、(C)、(D)(I)、(D)(II)及(E)的標準得分為 4 分、3 分、2 分、1 分或 0 分。

註 2

- (i) 餐飲服務、營運及督導方案及員工調配計劃包括下列三項建議：
1. 營運政府食堂的餐飲服務(下稱「建議 A1」)；
  2. 營運政府食堂的督導方案及員工調配計劃(下稱「建議 A2」)；以及
    - 督導方案及員工調配計劃須包括以下各項：
      - (a) 督導人員的角色及責任，包括其職銜及專業知識 / 資歷；
      - (b) 確保充分督導員工的機制，例如確保督導人員與前線人員之間有效溝通及協調的方法；
      - (c) 補救表現失責及防止再次發生服務未達標的方法；以及
      - (d) 租約所訂租用權開始生效後提供足夠及稱職員工營運食堂的員工調配及安排。
  3. 租約大綱附表 4 規定以外的建議(i)食品和(ii)飲品清單(下稱「建議 A3」)。
- (ii) 按照下列五級評分制，擬議餐飲服務、營運及督導方案及員工調配計劃的標準得分為 4 分、3 分、2 分、1 分或 0 分：
1. 如餐飲服務、營運及督導方案及員工調配計劃切實可行，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. 如餐飲服務、營運及督導方案及員工調配計劃切實可行，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. 如餐飲服務、營運及督導方案及員工調配計劃切實可行，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. 如餐飲服務、營運及督導方案及員工調配計劃切實可行，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. 如餐飲服務、營運及督導方案及員工調配計劃並不切實可行，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。

政府就餐飲服務、營運及督導方案及員工調配計劃是否切實可行，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，並對競投人具有約束力。

- (iii) 政府保留權利，可在截止報價後要求競投人就餐飲服務、營運及督導方案及員工調配計劃的證明文件作補充說明，並在指定期間內向政府遞交該等證明文件。如政府認為競投人在截止報價後遞交的任何補充說明或文件會實質更改該競投人的報價書或令該競投人較其他競投人更具優勢，則政府一概不會考慮該等補充說明或文件。
- (iv) 競投人提交的報價書獲接納後，其獲政府接納的建議，即視作納入並構成租約大綱的一部分。

### 註 3

- (i) 衛生保持方案包括下列三項建議：

1. 租約所訂租用權開始生效後有關(i)食物衛生(包括食物處理方法及食物安全)；(ii)廚房衛生；以及(iii)座位間衛生的員工指引(下稱「建議 B1」)；

2. 租約所訂租用權開始生效後確保員工遵守建議指引的監察制度(下稱「建議 B2」)；以及
3. 租約所訂租用權開始生效後為員工提供的衛生保持訓練和複修課程(下稱「建議 B3」)。

(ii) 按照下列五級評分制，擬議衛生保持方案的標準得分為 4 分、3 分、2 分、1 分或 0 分：

1. 如衛生保持方案切實可行，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. 如衛生保持方案切實可行，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. 如衛生保持方案切實可行，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. 如衛生保持方案切實可行，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. 如衛生保持方案並不切實可行，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。

政府就衛生保持方案是否切實可行，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，並對競投人具有約束力。

(iii) 政府保留權利，可在截止報價後要求競投人就衛生保持方案的證明文件作補充說明，並在指定期間內向政府遞交該等證明文件。如政府認為競投人在截止報價後遞交的任何補充說明或文件會實質更改該競投人的報價書或令該競投人較其他競投人更具優勢，則政府一概不會考慮該等補充說明或文件。

(iv) 競投人提交的報價書獲接納後，其獲政府接納的建議，即視作納入並構成租約大綱的一部分。

#### 註 4

(i) 廢物管理方案包括下列三項建議：

1. 租約所訂租用權開始生效後就防止(i)油煙；(ii)廢水；以及(iii)噪音污染向員工發出的環保指引(下稱「建議 C1」)；
2. 租約所訂租用權開始生效後確保員工遵守建議指引的監察制度(下稱「建議 C2」)；以及
3. 租約所訂租用權開始生效後為員工提供的環保訓練和複修課程(下稱「建議 C3」)。

(ii) 按照下列五級評分制，擬議廢物管理方案的標準得分為4分、3分、2分、1分或0分：

1. 如廢物管理方案切實可行，建議 C1、建議 C2 和建議 C3 全部具備詳細資料，標準得分為 4 分。
2. 如廢物管理方案切實可行，建議 C1、建議 C2 和建議 C3 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. 如廢物管理方案切實可行，建議 C1、建議 C2 和建議 C3 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. 如廢物管理方案切實可行，建議 C1、建議 C2 和建議 C3 全部只有簡略資料，標準得分為 1 分。

5. 如廢物管理方案並不切實可行，或未有就建議 C1、建議 C2 和建議 C3 全部或其中任何一項提供資料，標準得分為 0 分。

政府就廢物管理方案是否切實可行，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，並對競投人具有約束力。

- (iii) 政府保留權利，可在截止報價後要求競投人就廢物管理方案的證明文件作補充說明，並在指定期間內向政府遞交該等證明文件。如政府認為競投人在截止報價後遞交的任何補充說明或文件會實質更改該競投人的報價書或令該競投人較其他競投人更具優勢，則政府一概不會考慮該等補充說明或文件。
- (iv) 競投人提交的報價書獲接納後，其獲政府接納的建議，即視作納入並構成租約大綱的一部分。

## 註 5

- (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 / 發明及 / 或以創新方法應用現有科技，協助智慧城市及創新科技的發展(例如使用送餐機械人以節省人力資源；設置實時廚房通訊系統以提高運作效率及縮短等候時間；提供網上點餐平台以提升使用者滿意度 / 服務使用率等)
2. 在整段合約期內履行合約時可改善環境保護及可持續發展、社會責任或管治的 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  
[例如在履行合約時使用可再生能源，以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) 按照下列五級評分制，支持創新建議的標準得分為 4 分、3 分、2 分、1 分或 0 分：

1. 如提出七(7)項或以上有效和切實可行的支持創新建議，標準得分為 4 分。
  
2. 如提出五(5)至六(6)項有效和切實可行的支持創新建議，標準得分為 3 分。
  
3. 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。
  
4. 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。
  
5. 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。

政府就支持創新建議是否有效和切實可行，以及可否為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，並對競投人具有約束力。

(iii) 按照下列五級評分制，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 4 分、3 分、2 分、1 分或 0 分：

1. 如提出四(4)項或以上有效和切實可行的 ESG 建議，標準得分為 4 分。
2. 如提出三(3)項有效和切實可行的 ESG 建議，標準得分為 3 分。
3. 如提出兩(2)項有效和切實可行的 ESG 建議，標準得分為 2 分。
4. 如提出一(1)項有效和切實可行的 ESG 建議，標準得分為 1 分。
5. 如沒有提出有效和切實可行的 ESG 建議，標準得分為 0 分。

政府就 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，並對競投人具有約束力。

(iv) 競投人無法推行或並非由競投人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(D)(I)或(D)(II)的評審時均只會計算一次。如競投人同時就準則(D)(I)及(D)(II)提交同一建議，或如同一建議在準則(D)(I)或(D)(II)的同一類別提交超過一次，例如作為「ESG 建議」下的「環境」建議以及「社會」建議，在所有這些情況下，不論該建議涉及多少項改善建議 / 正面價值 / 裨益，政府只會在其認為適當的準則(D)(I)或(D)(II)(而非兩者)評分一次(如予以評分)。如該建議已在準則(D)(I)得分，便不會再在準則(D)(II)得分；如該建議已在準則(D)(II)得分，亦不會再在準則(D)(I)得分。政府就創新建

議是否性質相似，所作的決定屬最終決定及不可推翻，並對競投人具有約束力。

- (vi) 政府保留權利，可在截止報價後要求競投人就創新建議的證明文件作補充說明，並在指定期間內向政府遞交該等證明文件。如政府認為競投人在截止報價後遞交的任何補充說明或文件會實質更改該競投人的報價書或令該競投人較其他競投人更具優勢，則政府一概不會考慮該等補充說明或文件。
- (vii) 競投人提交的報價書獲接納後，其獲政府接納的創新建議，即視作納入並構成租約大綱的一部分。不履行該等創新建議，會被視作違反合約責任，政府有權按照處理違反合約責任的現行機制採取跟進行動，例如申索損害賠償及 / 或終止合約。

## 註 6

- (i) 會根據競投人在緊接二零二五年一月二十七日前五(5)年內，以食堂或食肆業務(如有)經營者身分或服務提供者身分營運及經營食堂或食肆業務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)年或未能提供證明文件證明其所聲稱的經驗，標準得分為 0 分。
- (iii) 競投人須遞交證明文件，詳細顯示其經驗，並在各方面令政府滿意，否則競投人會被視為不具備營運及經營食堂或食肆業務的經驗，標準得分為 0 分。如競投人只就部分經驗遞交證明文

件，則政府保留權利，只評審該部分經驗。政府亦保留權利，可在截止報價後要求競投人就有關證明文件作補充說明，並在指定期間內向政府遞交該等證明文件。如政府認為競投人在截止報價後遞交的任何補充說明或證明文件會實質更改該競投人的報價書或令該競投人較其他競投人更具優勢，則政府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競投人的經驗：

1. 競投人如屬合夥，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)，但有關競投人必須已遞交證明文件，詳細顯示該合夥的相關經驗(須在各方面令政府滿意)。
2. 如競投人為有限公司，政府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，但有關競投人必須已遞交證明文件，詳細顯示該股東的相關經驗(須在各方面令政府滿意)，以及儘管競投人或該股東在任何期間內可能另行具備營運及經營食堂或食肆業務的經驗，但該段期間只會計算一次。
3. 競投人在緊接二零二五年一月二十七日前五(5)年期間內，可斷續營運及經營食堂或食肆業務以取得相關經驗。
4. 累計經驗以曆日計算。如競投人的累計經驗達365日，會視為具備一(1)年累計經驗。
5. 營運及經營食堂或食肆業務的經驗可以是在同一或不同食堂或食肆獲取。如有關經驗在不同食堂或食肆獲取，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食堂或食肆獲取的經驗：

例子：

食堂或食肆	營運及經營 食堂或食肆業務的 期間	計算可供評審經驗 營運及經營 食堂或食肆業務的 期間	計算經驗 日數
A	2021年4月16日至 2023年4月15日	2021年4月16日至 2023年4月15日	730
B	2022年10月1日至 2024年3月31日	2023年4月16日至 2024年3月31日	351 (2024年2月 共有29日)
C	2023年1月1日至 2024年7月31日	2024年4月1日至 2024年7月31日	122
<b>合計：</b>			<b>1,203</b>

6. 政府就是否計算競投人在本項(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，並對競投人具有約束力。

#### 4. 第三階段—評審價格建議書

在價格建議書大綱建議最高每月總收入百分比(如租約大綱附表2第(1)條所指)並符合要求的報價書，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，其他符合要求報價書的加權價格得分，則按下列公式計算：

$$\text{加權價格得分} = 50 \times \frac{\text{經評審符合要求報價書建議的  
每月總收入百分比}}{\text{在所有符合要求報價書中建議的  
最高每月總收入百分比}}$$

每份報價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) 符合要求的報價書，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) 綜合得分最高的報價書通常會獲推薦批予租約，但須獲政府信納競投人在各方面(包括技術、商業及財政方面)均有能力履行租約，而獲推薦的報價書按報價書條文亦屬對政府最為有利。然而，政府不一定接納綜合得分最高的報價書或任何一份報價書。

## 附表 2

### 附加條款及條件

1. 競投人請注意：

- (a) 成功競投人須自費推行在技術建議書大綱(執行方案)第 1 段 A 部、B 部、C 部及 D 部提出並獲政府接納的執行方案建議及創新建議，並須令政府滿意(政府就此所作的決定屬最終決定及不可推翻，並對成功競投人具有約束力)；
- (b) 該處所須用作經營食堂，為在深圳灣口岸港方口岸區旅檢大樓內工作的政府僱員及其他獲入境事務處處長或海關關長授權的人士(如租約大綱附表 1 所訂明)，供應膳食、小食、飲品(不包括含酒精飲品及塑膠樽裝飲用水)及其他食品；
- (c) 該處所的管理費現時定為每曆月港幣 14,469.30 元。政府可根據租約大綱第(2)(h)條不時修訂有關費用；
- (d) 根據租約大綱第(2)(uu)條，成功競投人不得把含酒精飲品帶進該處所或其任何部分，或在該處所或其任何部分存放、貯存或售賣含酒精飲品，亦不得允許或容受他人把含酒精飲品帶進該處所或其任何部分，或在該處所或其任何部分存放、貯存或售賣含酒精飲品；
- (e) 根據租約大綱第(2)(vv)條，成功競投人不得聘用非法勞工。如成功競投人違反此項規定，政府有權藉給予成功競投人三個曆月書面通知終止租約，而無須退還已繳付的租金、管理費或其他費用或其中任何部分，亦無須向成功競投人支付任何補償；
- (f) 根據租約大綱第(2)(xx)條，成功競投人須促致該處所的食堂在租約大綱所訂整段租期內為及一直為衛生署「星級有營食肆」運動(下稱「該運動」)的「有營食肆」。如該處所的食堂在租約大綱所訂租期生效當日仍未成為該運動的「有營食

肆」，成功競投人須促致該處所的食堂在租約大綱所訂租期生效日期後六個月內成為「有營食肆」，並在租期屆滿前一直為該運動的「有營食肆」；

- (g) 租約大綱第(4)(b)(i)條載有條款及條件，規管成功競投人的保證金存放於政府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，根據租約大綱第(4)(b)(i)條，成功競投人繳付的保證金會存放於政府，以保證租約大綱訂明的月租及差餉、管理費、稅項、評稅、排污服務費、工商業污水附加費、關稅、費用及其他支出獲如期繳付，並保證政府已經或將會就任何處所向成功競投人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」)(如租約大綱第(4)(b)(i)條所界定)訂明的應繳牌照費、租金、差餉、電費、管理費、稅項、評稅、排污服務費、工商業污水附加費、關稅、費用及其他支出(下稱「款項」)(如租約大綱第(4)(b)(i)條所界定)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。根據租約大綱第(4)(b)(ii)條，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、差餉、管理費、稅項、評稅、排污服務費、工商業污水附加費、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應繳款項及其任何應繳利息，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，政府可把保證金用作補救違反的情況而無須事先向成功競投人採取任何行動或法律程序(在可能範圍內)，但此舉並不影響政府可能就有關違反事項向成功競投人提出任何其他申索或補償。在該情況下，政府亦只須向成功競投人支付上述保證金的餘額(如有)；
- (h) 根據租約大綱第(4)(m)條，如成功競投人、其僱員或代理人在與促致租約大綱所訂租約有關的事宜上，被裁定觸犯《防止賄賂條例》(第 201 章)或任何據以訂立的附屬法例所訂的罪行，或任何性質相近的法例所訂的罪行，政府絕對有權終止租約；

- (i) 根據租約大綱第(4)(r)條，成功競投人在租期內獲豁免繳付其使用及佔用該處所的電費、空調費、氣體燃料費及水費；
- (j) 成功競投人必須按照租約大綱附表 3 特別條件第(4)條的規定，在該處所提供租約大綱附表 4 開列的所有個別食品和飲品(不包括含酒精飲品和塑膠樽裝飲用水)，以及食品和飲品(不包括含酒精飲品和塑膠樽裝飲用水)套餐。食品和飲品(不包括含酒精飲品和塑膠樽裝飲用水)的價格須按照租約大綱附表 4 所指明者收取，並須受租約大綱附表 3 特別條件第(9)條所指明的限制規限。競投人請注意，根據租約大綱附表 3 特別條件第(5)條，成功競投人可視乎市場需求，並在事先獲得政府書面批准下，自行加入租約大綱附表 4 沒有指明的額外食品或飲品(不包括含酒精飲品和塑膠樽裝飲用水)。這些額外食品或飲品(不包括含酒精飲品和塑膠樽裝飲用水)不會受價格管制或租約大綱附表 3 特別條件第(9)條所指明的限制規限；
- (k) 根據租約大綱附表 3 特別條件第(12)條，政府不保證成功競投人在租約大綱所訂整段租期內享有在深圳灣口岸港方口岸區旅檢大樓內獨家經營食堂業務的權利，亦沒有責任或法律責任就這方面所涉及的任何損失或虧損向成功競投人作出賠償；
- (l) 成功競投人須遵守租約大綱附表 3 特別條件第(19)條就即棄餐具或刀叉及其他相關事宜訂明的規定及條件；
- (m) 根據租約大綱附表 3 特別條件第(22)條，成功競投人須自費不時將所有食堂垃圾從該處所運送到大樓管理委員會(根據租約大綱第(4)(p)條委任)指明的垃圾收集站；以及
- (n) 根據租約大綱附表 3 特別條件第(25)條，成功競投人如有意由租期屆滿當日起，以租約大綱所載的相同月租(如租約大綱第(1)條所界定)並按其所載的相同條款及條件(上述特別條件第(25)條除外)就該處所續租三(3)年，須在租約大綱所訂租期屆滿前不少於九(9)個曆月以書面通知政府其意願。成

功競投人妥為向政府給予上述通知後，政府可向成功競投人發出續租信(如租約大綱附表 3 特別條件第(25)條所界定)，續租信的格式及所載規定由政府訂定，包括以下續租條件：成功競投人須在租期屆滿前一直妥為遵從及履行租約大綱所載成功競投人須遵從或履行的所有條款及條件，並在各方面令政府滿意(政府就此所作的決定屬最終決定及不可推翻，並對成功競投人具有約束力)，方可獲續租。如發出續租信，成功競投人須在政府指明的期間內接受和簽署；續租信由成功競投人接受和簽署後，即構成具有約束力的續租協議。

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(放入信封 1 遞交)

附件 I(A)

### 技術建議書大綱(執行方案)

1. 本人 / 我們提交下列建議、創新建議及資料，以供中華人民共和國香港特別行政區政府(下稱「政府」)評審：

#### 第 I 部分：執行方案

##### A 部：餐飲服務、營運及督導方案及員工調配計劃

###### (a) 建議 A1

營運政府食堂的餐飲服務詳情

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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

營運政府食堂的督導方案及員工調配計劃詳情，包括 (i) 督導人員的角色及責任，以及其職銜及專業知識 / 資歷；(ii) 確保充分督導員工的機制；(iii) 補救表現失責及防止再次發生服務未達標的方法；以及 (iv) 租約所訂租用權開始生效後提供足夠及稱職員工營運食堂的員工調配及安排

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(1) 請說明建議(包括上述四(4)項)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**

租約大綱附表 4 規定以外的建議 (i) 食品和 (ii) 飲品清單

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(1) 請說明建議 (包括上述兩(2)項) 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：衛生保持方案**

(a) **建議 B1**

租約所訂租用權開始生效後有關 (i) 食物衛生 (包括食物處理方法及食物安全)；(ii) 廚房衛生；以及 (iii) 座位間衛生的員工指引

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(1) 請說明建議 (包括上述三(3)項) 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**

租約所訂租用權開始生效後確保員工遵守建議指引的監察制度詳情

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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 B2」。

(c) **建議 B3**

租約所訂租用權開始生效後為員工提供的衛生保持訓練和複修課程詳情

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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 B3」。

**C 部： 廢物管理方案**

**(a) 建議 C1**

租約所訂租用權開始生效後就防止 (i)油煙；(ii)廢水；以及 (iii)噪音污染向員工發出的環保指引

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(1) 請說明建議(包括上述三(3)項)如何切實可行。

(2) 如欄位不敷應用，請另紙書寫，並標明「建議 C1」。

**(b) 建議 C2**

租約所訂租用權開始生效後確保員工遵守建議指引的監察制度詳情

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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 C2」。

**(c) 建議 C3**

租約所訂租用權開始生效後為員工提供的環保訓練和複修課程詳情

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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 C3」。

**D 部：創新建議**

**(I) 支持創新建議**

如競投人提出的支持創新建議多於七項，請就第八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，在說明第八項支持創新建議的額外紙頁上標明「支持創新建議 8」。

**(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」。*

**(f) 支持創新建議 6**

- (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 6」。*

**(g) 支持創新建議 7**

- (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 7」。*

**(II) ESG 建議**

如競投人提出的 ESG 建議多於四項，請就第五項及其後每項 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，在說明第五項 ESG 建議的額外紙頁上標明「ESG 建議 5」。

**(a) ESG 建議 1**

- (i) 有關建議的詳情及可為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」。

**(d) ESG 建議 4**

- (i) 有關建議的詳情及可為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 4」。

2. 本人 / 我們現為下列建議及創新建議附上證明文件，以供政府評審：

A 部：餐飲服務、營運及督導方案及員工調配計劃		
(a)	建議 A1	
(b)	建議 A2	
(c)	建議 A3	
B 部：衛生保持方案		
(a)	建議 B1	
(b)	建議 B2	
(c)	建議 B3	
C 部：廢物管理方案		
(a)	建議 C1	
(b)	建議 C2	
(c)	建議 C3	
D 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)	支持創新建議 6	

(g)	支持創新建議 7	
(h)	其他支持創新建議：	
(II)：可為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)	ESG 建議 4	
(e)	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 / 支持創新建議 / ESG 建議的右方欄填寫「有」；否則請填寫「沒有」。競投人如沒有就某項建議 / 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 7 項，請就第八項及其後每項支持創新建議在 D(I) 部 (h) 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「8」代表支持創新建議 8)，以及 (ii) 在第三欄填寫「有」或「沒有」。

(4) 如提出的 ESG 建議多於 4 項，請就第五項及其後每項 ESG 建議在 D(II) 部 (e) 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「5」代表 ESG 建議 5)，以及 (ii) 在第三欄填寫「有」或「沒有」。

日期：二零二五年 \_\_\_\_\_ 月 \_\_\_\_\_ 日

競投人姓名 / 名稱： \_\_\_\_\_

技術建議書大綱(執行方案)

- 完 -

(放入信封 1 遞交)

附件 I(B)

技術建議書大綱(經驗)

第 II 部分：經驗

E 部：競投人營運及經營食堂或食肆業務的經驗

1. 本人／我們在緊接二零二五年一月二十七日前五(5)年期間內，具備以下營運及經營食堂或食肆業務的經驗，並附上證明文件：

曾營運及經營的 食堂或食肆簡介 (包括名稱及地址)	競投人以業務 經營者身分抑或 服務提供者身分 營運及經營食堂或食肆	營運及經營 食堂或食肆的時期 (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) 請提供證明文件，可包括(但不限於)顯示相關食堂或食肆業權的證明或相關食堂或食肆的**完整**租約副本，或**完整**的服務合約副本或客戶推薦信，或商業登記證副本等。

日期：二零二五年 \_\_\_\_\_ 月 \_\_\_\_\_ 日

競投人姓名 / 名稱：

技術建議書大綱(經驗)

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(放入信封 2 遞交)

附件 II

價格建議書大綱

處所詳情	租期及生效日期	月租 (不包括差餉、 管理費、費用及 任何其他支出) (港幣) (見下文附註)	處所用途
深圳灣口岸港方口岸區旅檢大樓 2 樓部分地方的政府食堂 (下稱「該處所」)，位置於報價公告夾附租約大綱第 (1) 條具體說明	租期為三年，由政府產業署總產業經理指定的日期起生效，並可按租約大綱附表 3 特別條件第 (25) 條訂明的規定續租三年	(i) 每月總收入的 ____%(如租約大綱附表 2 第 (1) 條所指)， 或 (ii) 最低月租(如租約大綱附表 2 第 (2) 條所指)港幣一萬八千五百九十六元正 (HK\$18,596.00)，以款額較大者為準。	用作經營食堂，為在深圳灣口岸港方口岸區旅檢大樓內工作的政府僱員及其他獲入境事務處處長或海關關長授權的人士(如租約大綱附表 1 所訂明)，供應膳食、小食、飲品(不包括含酒精飲品及塑膠樽裝飲用水)及其他食品。

註：競投人必須於本價格建議書大綱內註明每月總收入百分比。擬就百分比提出建議的競投人必須以整數註明百分比(例如 1%、2%、3%等)。不擬就百分比提出建議的競投人必須註明 0%。任何不符合本附註所載規定的報價書，政府一概不予考慮。

日期：二零二五年 \_\_\_\_ 月 \_\_\_\_ 日

競投人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

或 競投人如屬法團：

競投人姓名(請用正楷填寫)： \_\_\_\_\_

\_\_\_\_\_  
(各)獲授權人姓名及其職位(請用正楷填寫)：

\_\_\_\_\_  
為及代表競投人的上述(各)獲授權人簽署：

\_\_\_\_\_  
(蓋上公司印章)

價格建議書大綱

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(放入信封 1 遞交)

附件 III

GPA N22440

報價表格

**報價承投深圳灣口岸港方口岸區  
旅檢大樓 2 樓部分地方的政府食堂租用權**

(報價編號：GPA N22440)

現按照前述的報價公告及租約大綱所臚列的條款及條件，並以下文指明的月租，就位於深圳灣口岸港方口岸區旅檢大樓 2 樓部分地方的政府食堂(下稱「該處所」)租用權遞交報價書。該處所的整體樓面面積約 621 平方米，位置於租約大綱夾附的圖則(圖則編號：GPA N22440)內以粉紅色標示，以資識別。

致：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  
拆閱報價書委員會主席

本人 / 我們

\_\_\_\_\_  
(競投人姓名或名稱)

地址為

\_\_\_\_\_  
(競投人地址)

經細讀前述的報價公告及租約大綱，並審閱租約大綱夾附的圖則(圖則編號：GPA N22440)，現建議按照該報價公告及租約大綱所臚列的條款及條件，以相等於(i)本人 / 我們在所提交價格建議書大綱所指明的每月總收入百分比(如租約大綱附表 2 第(1)條所指)或(ii)最低月租(如租約大綱附表 2 第(2)條所指)港幣一萬千八百九十六元正

(HK\$18,596.00)(以款額較大者為準)的月租(不包括差餉、管理費、費用及任何其他支出),向中華人民共和國香港特別行政區政府(下稱「政府」)承租該處所。租期為三年,由政府產業署總產業經理指定的日期起生效,並可按租約大綱附表 3 特別條件第(25)條訂明的規定續租三年。

2. 本報價書如獲接納,在妥為簽署或簽立租約及夾附的圖則之前,本報價書連同接納書構成本人/我們與政府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. 現按前述報價公告第 6(b)段所述,附上港幣一萬八千五百九十六元正(HK\$18,596.00)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/我們的報價書如獲接納,該筆款項將用以繳付部分保證金。/現按前述報價公告第 6(b)段所述,附上港幣一萬八千五百九十六元正(HK\$18,596.00)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,保證直到二零二五年五月二十六日可獲兌現。本人/我們的報價書如獲接納,該筆款項將用以繳付部分保證金。

4. 本人/我們明白,政府保留權利,可按前述報價公告第 2 段所述,與任何競投人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,本報價書如獲接納,本人/我們在技術建議書大綱(執行方案)第 1 段 A 部、B 部、C 部及 D 部提出並獲政府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,政府保留權利,可按前述報價公告第 8(d)段所述,披露成功競投人及其控權公司(如有)的身分,並公布報價結果。

(b) 本人 / 我們同意，政府及其人員可使用依據前述報價公告第 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政府土地或處所牌照或租約條款及條件的資料，供政府用於考慮本報價書；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政府用於考慮其他報價書，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，前述報價公告第 19 段及本報價表格第 6 段所載規定，包括當中所聲明的同意，即使本報價書不獲政府接納，仍繼續具有十足效力及作用。如報價書獲政府接納，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，直到二零二五年五月二十六日為止，政府可隨時接納本人 / 我們的報價書；本人 / 我們並須受前述報價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) 向任何人傳達建議的每月總收入百分比；

(ii) 與任何人訂立安排調整建議的每月總收入百分比；

(iii) 與任何人就本人 / 我們或該其他人應否報價訂立任何安排；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，由本日至報價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的每月總收入百分比；
  - (ii) 與任何人訂立安排調整建議的每月總收入百分比；
  - (iii) 與任何人就本人 / 我們或該其他人應否報價訂立任何安排；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報價書而向他們發出受嚴格保密的通訊。

日期：二零二五年 \_\_\_\_月 \_\_\_\_日

競投人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

或 競投人如屬法團：

競投人姓名(請用正楷填寫)： \_\_\_\_\_

\_\_\_\_\_  
(各)獲授權人姓名及其職位(請用正楷填寫)：

\_\_\_\_\_  
為及代表競投人的上述(各)獲授權人簽署：

\_\_\_\_\_  
(蓋上公司印章)

## 競投人資料

(競投人如屬獨資或合夥經營商號或業務人士，須填寫 A 部。競投人如屬法團，則須填寫 B 部。競投人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。)

競投人如屬獨資經營，本報價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，須隨本報價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。)

競投人須隨本報價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(如在遞交報價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)。競投人必須在當局提出要求時，出示上述文件正本，以供查閱。此外，請參閱前述報價公告第 8 及 9 段。

公司編號： \_\_\_\_\_

競投人註冊辦事處： \_\_\_\_\_

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。)

競投人須隨本報價表格附上相關代理協議副本或由競投人的主事人發出的確認書副本，以證明競投人以代理人身分代表該主事人向政府遞交報價書，以及處理附帶事宜。競投人必須在當局提出要求時，出示上述文件正本，以供查閱。此外，請參閱前述報價公告第 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**

藉本報價表格收集的個人資料，會按前述報價公告第 19 段及本報價表格第 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)查閱或改正本報價表格內所填報的個人資料，請按前述報價公告第 20 段所載的地址，與政府產業署的個人資料(私隱)主任聯絡。

報價表格

- 完 -

## 擬備及遞交報價書注意事項清單

請注意，本清單只作指引及參考之用，以助擬備及遞交報價書，不得視作構成報價公告、報價表格、租約大綱或競投人所提交報價書的一部分。競投人因依據本清單以擬備及遞交報價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，中華人民共和國香港特別行政區政府（「政府」）一概不負任何法律責任。本清單不會損害或影響政府在是次報價的權益，亦不會凌駕、闡釋、更改、否定、豁免、補充或在其他方面修改報價公告、報價表格、租約大綱或競投人所提交報價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	報價公告相關參考資料
(A)	<b>填寫報價文件</b>	
(i)	<p>(a) 如遞交報價公告附件 I(B)技術建議書大綱(經驗)(「技術建議書大綱(經驗)」)，須<b>填寫一式兩份</b>，並<b>夾附</b>技術建議書大綱(經驗)第 1 段所提述的證明文件(「文件 I」)；以及</p> <p>(b) 如遞交報價公告附件 I(A)技術建議書大綱(執行方案)(「技術建議書大綱(執行方案)」)，須<b>填寫一式兩份</b>，並<b>夾附</b>技術建議書大綱(執行方案)第 2 段所提述的證明文件(「文件 II」)</p>	報價公告第 3(d)(i)、3(d)(ii) 及 3(d)(iii)段，以及報價公告附件 I(A)及附件 I(B)
(ii)	<b>填寫及簽署</b> 報價公告附件 III 報價表格， <b>一式兩份</b> ，並 <b>夾附</b> 報價表格內競投人資料部分所提述的文件(如適用)(「文件 III」)	報價公告第 3(a)(ii)、3(b)、8(a)、8(b)、8(c)、9 及 19(a)段，以及報價公告附件 III
(iii)	準備面額相等於港幣一萬八千五百九十六元	報價公告第

	正 (HK\$18,596.00) 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，保證直到二零二五年五月二十六日可獲兌現(「文件 IV」)	3(a)(iii)及 6(b)段
(iv)	<b>填寫及簽署</b> 報價公告附件 II 價格建議書大綱， <b>一式兩份</b> (「文件 V」)	報價公告第 3(a)(i)段及報價公告附件 II
<b>(B)</b>	<b>擬備報價書</b>	
(i)	<p><b><u>第一個信封——信封 1</u></b></p> <p>(I) 預備一個信封</p> <p>(1) 信封面清楚註明「信封 1——報價承投深圳灣口岸港方口岸區旅檢大樓 2 樓部分地方的政府食堂租用權的技術建議書(報價編號：GPA N22440)」</p> <p>或</p> <p>(2) 在信封面貼上本清單夾附的報價標貼 1。</p> <p>(II) <b><u>把文件 I(如遞交)、文件 II(如遞交)、文件 III 及文件 IV(請參考上文(A)項)</u></b>放入信封 1</p> <p>(III) 封密信封 1</p>	報價公告第 4(a)及 4(b)段
(ii)	<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——報價承投深圳灣口岸港方口岸區旅檢大樓 2 樓部分地方的政府食堂租用權的價格建議書(報價編號：GPA N22440)」</p> <p>或</p>	報價公告第 4(a)及 4(c)段

	<p>(2) 在信封面貼上本清單夾附的報價標貼 2。</p> <p>(II) 把<u>文件 V</u>(請參考上文(A)項)放入信封 2</p> <p>(III) 封密信封 2</p>	
(iii)	<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「政府產業署拆閱報價書委員會主席收」,並清楚註明「報價承投深圳灣口岸港方口岸區旅檢大樓 2 樓部分地方的政府食堂租用權(報價編號:GPA N22440)」</p> <p>或</p> <p>(2) 在信封面貼上本清單夾附的報價標貼 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>	報價公告第 4(d)段
(C)	<b>遞交報價書</b>	
	<p>在二零二五一月二十七日正午十二時前,把第三個信封(按上文(B)項所述準備)放入香港九龍油麻地海庭道 11 號西九龍政府合署南座地下大堂的政府產業署報價書收集箱</p>	報價公告第 4(e)段

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**報價標貼 1**

信封1—報價承投深圳灣口岸港方口岸區  
旅檢大樓2樓部分地方的政府食堂租用權的  
技術建議書  
(報價編號：GPA N22440)

**報價標貼 2**

信封2—報價承投深圳灣口岸港方口岸區  
旅檢大樓2樓部分地方的政府食堂租用權的  
價格建議書  
(報價編號：GPA N22440)

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**報價標貼 3**

政府產業署拆閱報價書委員會主席收

報價承投深圳灣口岸港方口岸區  
旅檢大樓2樓部分地方的政府食堂租用權

(報價編號：GPA N22440)

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AN AGREEMENT made this                    day of                    Two Thousand  
and                    BETWEEN the Chief Executive on behalf of the Government  
of the Hong Kong Special Administrative Region of the People's Republic of China  
care of the Government Property Agency, 9th Floor, 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

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

(1)                    THE LANDLORD HEREBY LETS AND THE TENANT HEREBY  
TAKES from the                    day of                    20    ALL THOSE premises  
situate on Portion of the Second Floor, Passenger Terminal Building, Shenzhen  
Bay Port Hong Kong Port Area (which building is hereinafter referred to as "the  
Building") having a total floor area of 621 square metres or thereabouts and shown  
for identification purpose only coloured pink on the plan (Plan No. GPA N22440)  
annexed hereto (which premises are hereinafter referred to as "the Premises") for  
the purposes as specified in the First Schedule hereto TOGETHER WITH the right  
in common with the Landlord and other tenants and occupiers of the Building to  
use all such entrance ways, stairways, lifts, escalators, passageways and landings  
(if any) in the Building for the purpose of obtaining access to and egress from the  
Premises so far as may be necessary for the proper use and enjoyment of the  
Premises subject to the rights of the Landlord from time to time to restrict such use  
EXCEPTING AND RESERVING unto the Landlord and other tenants and  
occupiers of the Building the right in common with the Tenant to use all such  
entrance ways, stairways, lifts, escalators, 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 Building TO HAVE AND TO  
HOLD the Premises unto the Tenant for the term as specified in the First Schedule  
hereto at the monthly rent as specified in the Second Schedule hereto (hereinafter  
referred to as "the Monthly Rent") 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 Second Schedule hereto.
- (b) Not to use or 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.
- (c)
  - (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 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 Hong Kong (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.
  - (iii) 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 may cause danger, damage or inconvenience to the Landlord or to the other tenants, owners or occupiers of the Building or any adjoining or neighbouring lot, lots or premises.

- (d) Not to 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.
- (e) To make such arrangements at the Tenant's own cost for the supply of electricity, gas, mains water and other utility services to the Premises as the Tenant shall require and, subject to Clause (4)(r) hereof, to pay all charges in connection therewith including the cost of installing and maintaining, repairing and replacement thereof and, on termination of this Agreement, the cost of dismantling all pipes, conduits, wires, cables, meters, switches and any other necessary apparatus ancillary thereto PROVIDED THAT the Tenant shall have no claim whatsoever against the Landlord in the event of his failure to obtain any of such supply for any reason whatsoever.
- (f) To make his own arrangements at the Tenant's own cost for the installation of telephones within the Premises and pay all monthly charges therefor, but any installation of telephone lines outside the Premises shall be subject to the Landlord's prior written approval and in accordance with the Landlord's requirements 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 for any reason whatsoever.
- (g) To pay and discharge punctually all existing and future rates, taxes, assessments, sewages service charges, trade effluent surcharges, duties, charges and any other outgoings whatsoever (Government rent excepted) which are now or during the term of the tenancy hereby created shall be imposed, assessed or charged upon the Premises or any part thereof or upon the Tenant in respect thereof.

- (h) To pay to the Landlord 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 in the sum of Hong Kong Dollars Fourteen Thousand Four Hundred Sixty Nine and Cents Thirty (HK\$14,469.30) per calendar month or such sum as may from time to time be determined by the Landlord at its sole discretion. The first of such payments to be made upon the signing or execution of this Agreement.
  
- (i) Without prejudice to Clause (2)(c)(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, invitee or licensee of the Tenant and without prejudice to the foregoing to obtain at the Tenant's own expense any licence, approval or permit required by any Government department or other competent authority in connection with the Tenant's use or occupation of the Premises prior to the commencement of its canteen operations thereon (hereinafter referred to as "the Business") and to maintain the same in force at the Tenant's own expense during the term of 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.
  
- (j)
  - (i) Not to permit or allow any food or food containers to be brought onto or removed from the Premises nor to load or unload goods except by way of service entrances, service exits and service lift(s), if any, or otherwise as may be directed by the Landlord from time to time and at such times as the Landlord shall direct; and
  
  - (ii) Not to interrupt the operation of the said service lift(s), if any,

other than the normal use thereof and to be responsible for any damage caused to or cleaning rendered necessary for the said service lift(s) arising from the Tenant's use or misuse of the said service lift(s).

- (k) Not to permit any touting or soliciting for business or the distributing of any pamphlet, notice or advertising material outside the Premises or anywhere within the Building by any of the Tenant's employees, agents or licensees.
  
- (l) (i) To fit out the interior of the Premises at the Tenant's own expense in accordance with such plans and specifications including perspective drawings, detailed drawings and electrical schematic drawings and such drawings showing the existing air-conditioning (if any), ventilation system and ductwork (if any), electrical and fire services installation, kitchen ventilation and exhaust system and ductwork and gas and cooking equipment that will be affected or require modification as shall have been first submitted by the authorized person (as defined in the Buildings Ordinance (Cap. 123), any regulations made thereunder and any amending legislation) of the Tenant to and approved in writing by the Landlord prior to the commencement of any fitting-out works to the Premises in a good, proper and workmanlike fashion using good quality materials and in all respects in a style appropriate to a Government canteen and any modification to the existing air-conditioning (if any), ventilation system and ductwork (if any), electrical and fire services installation, kitchen ventilation and exhaust system and ductwork and gas and cooking equipment shall be carried out by Government approved contractors and the said authorized person of the Tenant shall co-ordinate and supervise the whole fitting-out works from plan submission to completion of works;
  
- (ii) Notwithstanding the aforesaid, to fit out the Premises in

accordance with the following requirements as the minimum standard:

Floor	:	Ceramic or vinyl tiles to be used.
Walls	:	Washable vinyl wall paper or washable textured paint or laminate faced paneling or any combinations of these materials may be used.
Ceilings	:	Original suspended ceiling tiles and light boxes to be retained.
Doors	:	Original doors to be retained.
Windows	:	Original venetian blinds to be retained.
Dining Tables and Dining Chairs	:	Proprietary table-cum-seating unit with laminate faced table and polypropylene chairs.
Ancillary Furniture	:	Laminate and/or timber veneer or both facing to match overall colour scheme.
Artwork	:	To suit overall interior design concept;

- (iii) Without limitation to the generality of Clause (2)(1)(i) hereof, to provide, install and maintain in good repair and condition at the Tenant's own expense all fixtures, movable furniture, furnishings and equipment including but not limited to counters, stands, roller shutters, lighting (including electric lamp and fluorescent tube replacements), tiles, floor mats, protective floor coverings and security fittings as the Landlord shall deem necessary for the efficient carrying on of the Business. The type and colour of all fixtures and moveable furniture and equipment provided by the Tenant shall be in a style and design compatible with the interior surroundings of the Premises and shall be subject to the Landlord's prior approval; and
- (iv) To provide at the Tenant's own expense adequate catering equipment (including dining tables, chairs and reusable

tableware).

- (m) (i) To keep and maintain at the Tenant's own expense all fixtures, fittings, equipment or furniture as set out in the Fifth Schedule hereto (hereinafter collectively referred to as "the Government Equipment") made available to the Tenant by the Landlord for use in the Premises in good repair and condition; and
- (ii) To be responsible for the repair of the Government Equipment by bearing the Landlord's cost of repair which the Landlord may at its absolute discretion carry out in respect of the Government Equipment, repairs necessitated by fair wear and tear excepted. 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.
- (n) Subject to Clause (2)(l) hereof, not to make any alteration or addition (whether structural or otherwise) to the Premises without the prior written consent of the Landlord.
- (o) Not to modify, remove or replace the Government Equipment or any part thereof without the prior written consent of the Landlord.
- (p) To install at the Tenant's own cost a business sign, if so desired, at the entrance to the Premises the size, design and materials of which shall be subject to the prior written approval of the Landlord.
- (q) Save as provided in Clause (2)(p) hereof, not to exhibit within the Premises or on the Building or any part thereof including the external walls of the Premises and the Building any signs, placards, posters, notices or advertisements whatsoever.
- (r) To take all necessary precautions to protect the Premises from damage by flood, termites, leakage of pipes or drains, water, water leakage, gas leakage, electricity short-circuiting, rats, insects, fire, storm, typhoon,

landslip or the like.

- (s) To repair or replace if so required by the appropriate company or authority under the Electricity Ordinance (Cap. 406) or any regulations made thereunder or any amendment thereto or re-enactment thereof all the electricity wiring installations and fittings within the Premises and the wiring from the Tenant's meter or meters to and within the Premises at the Tenant's own expense.
- (t) To pay on demand to the Landlord the costs incurred by the Landlord in cleansing and clearing any of the drains choked or blocked by improper or careless use thereof by the Tenant or his employees, contractors, agents, occupiers, invitees or licensees.
- (u) To permit the Landlord, its agents or servants and all persons authorized by the Landlord with or without workmen or others and with or without appliances 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 and to carry out any work or repair as may be required to be done to the Premises or to the adjoining premises belonging to the Landlord PROVIDED THAT in the event of an emergency, the Landlord, its servants or agents and all persons authorized by the Landlord 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 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 may carry out and complete the work required and the Tenant shall pay to the Landlord the costs of such work incurred

by the Landlord, and such costs if unpaid on the due date as specified by the Landlord shall carry interest at the rate of two per cent (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).

- (v) To use and operate the Business on the Premises for the purpose as specified in the First Schedule hereto in all respects to the satisfaction of the Landlord.
- (w) 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.
- (x) Not to 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.
- (y) Not to place or leave or suffer or permit to be placed or left by any contractor, employee, agent, occupier, invitee or licensee of the Tenant any boxes, furniture, articles or rubbish in the entrance or any of the staircases, passages, lift lobbies, lifts or escalators or landings of the Building used in common with the Landlord, other tenants or occupiers of the Building or otherwise encumber the same.
- (z) To make all necessary arrangements at the Tenant's own costs to prevent the emission of fumes, smoke, hot air or unpleasant smell from the Premises arising directly or indirectly out of or in connection with the use or occupation of the Premises by the Tenant.

- (aa) To indemnify and keep indemnified the Landlord, its officers, contractors, workmen and authorized persons 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 that 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:
  - (i) all liabilities arising out of the negligence of any person not a party to this Agreement; and
  - (ii) all liabilities on the part of the Landlord under the Occupiers Liability Ordinance (Cap. 314).
  
- (bb) (i) At the Tenant's own expense to insure and keep insured at all times during the term of the tenancy hereby created the Premises and all fixtures and fittings therein with insurers previously approved by the Landlord in writing in the name of the Tenant 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 other occupier, or any employee, contractor, agent, 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 that 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 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, 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 whatsoever or legal costs suffered or paid by any person in connection with the occupation or use of the Premises by the Tenant; and

- (ii) To duly pay all premiums or other moneys necessary for effecting and keeping up the policy or policies of insurance as required under sub-clause (bb)(i) hereof 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) 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 cent (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 other occupier, or any employee, contractor, agent, licensee or invitee of the Tenant, the Tenant shall at his own expense, replace, restore, repair or reinstate the Premises and any fixtures, fittings or other assets forming part of the Premises in all respects to the satisfaction of the Landlord. Should the Tenant fail to honour his obligations as above, it shall be lawful for the Landlord, its agents, contractors or workmen 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.

- (cc) To give notice in writing to the Landlord or its agent, if any of any damage to the Premises and of any accident to or defects in the water or gas pipes (if any) electrical wiring or fittings, fixtures, equipment or other services or facilities including but not limited to air-conditioning, ventilation system and ductwork and electrical and fire services installation, kitchen ventilation and exhaust system and ductwork and gas and cooking equipment, if any, within the Premises and to repair such damage and defects in all respects to the satisfaction of the Landlord failing which such repairs may be undertaken by the Landlord at the Tenant's expense. 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.

- (dd) Where any plant, machinery or equipment for cooling, ventilation or circulating air is installed in the Premises or elsewhere in the Building for the exclusive use by the Tenant in the Premises (whether by the Landlord or by the Tenant) and to the extent of the Tenant's control over the same, to use and regulate the same at all times to ensure that the air-conditioning plant is employed to the best advantage in the conditions from time to time prevailing; and without prejudice to the generality of the foregoing, to operate and maintain such air-conditioning plant, machinery and equipment in all respects to the satisfaction of the Landlord PROVIDED THAT no additional air-conditioning plant and ventilation system shall be installed by the Tenant except with the prior written approval of the Landlord, and upon such approval being given, the installation work shall be carried out at the Tenant's own expense by the contractors to be approved by the Landlord.
- (ee) To pay to or reimburse the Landlord the cost of any damage caused to any part of the common areas of the Building by the Tenant, his licensees, employees, agents, invitees, occupiers or contractors or any other person claiming through or under the Tenant.
- (ff) 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 to any third party in connection therewith.
- (gg) If so required by the Landlord on the termination of the tenancy hereby created, to demolish and remove at the Tenant's own expense all or any fixtures, installations, equipment and structures then standing on or forming part of the Premises (other than the Government

Equipment) 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 and removal. If the Tenant fails to carry out any such works, the Landlord may carry out the same and recover the cost so incurred from the Tenant. 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.

- (hh) Not to 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 Clause (2)(bb) hereof may become void or voidable.
  
- (ii) To keep the Premises open for business at all times during the business hours as set forth in Special Condition No. (1) of the Third Schedule hereto and without prejudice to the generality of the foregoing any suspension of the Business for a period of more than three (3) consecutive days without the prior written consent of the Landlord shall constitute a material breach of this provision entitling the Landlord to determine this Agreement forthwith and to retake possession of the Premises without notice to the Tenant PROVIDED THAT the Tenant shall not be entitled to claim for any refund of the Monthly Rent, management fees or other charges already paid or any part thereof or for any compensation in whatsoever form in respect thereof.
  
- (jj) Except with the prior written consent of the Landlord, not to alter any main electricity cable, gas or water pipe or drain or heating apparatus or to cut or damage any of the doors, windows, walls or floors of the Premises or to erect, install or alter any fixtures partitioning or other erection or installation within the Premises or to alter any part of the main structure of the Building or other structural elements thereof or to attach anything to any structural wall or ceiling of the Premises or to paint or make any alteration whatsoever to the exterior of the Premises.

- (kk) To observe and comply with all instructions and directions which may be given by the Landlord or its authorized representatives in connection with the carrying out of any work approved by the Landlord pursuant to the terms and conditions herein contained.
- (ll) To observe and comply with such regulations as may from time to time be made or adopted by the Landlord in accordance with Special Condition No. (3) of the Third Schedule hereto.
- (mm) Not to overload the electrical wiring or cables apparatus associated therewith in or serving the Premises and to comply in all respects with all requirements and regulations of the utility companies and the Landlord with respect to the said utilities.
- (nn) To permit the Landlord to erect, use and maintain pipes and conduits in and through the Premises. The Landlord or its agents shall have the right to enter the Premises at all reasonable times to inspect the same and the permission to the Landlord to use such pipes and conduits shall extend to the use of such pipes and conduits by the Landlord's authorized tenants and licensees, as the case may be.
- (oo) Subject to Clause (2)(gg) hereof, to keep, maintain and yield up the Premises with the Government Equipment and any additions therein and thereto at the expiration or sooner determination of this Agreement in good, clean and tenantable repair and condition 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 or do away with 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 therein as a result thereof before delivering up the

Premises to the Landlord.

- (pp) Not to use any gramophone, radio, television, loudspeaker, musical instrument or similar apparatus or equipment in such a way that the same shall be audible outside the Premises.
- (qq) (i) To take all necessary steps and precautions to prevent the Premises from becoming infested by termites, rats, mice, cockroaches or any other pests or vermin;
- (ii) To put and keep the Premises at all times in a clean, neat and tidy state and condition and to arrange for and effect the daily removal from the Premises of all refuse and garbage in accordance with regulations from time to time made or adopted by the Landlord; and
- (iii) To ensure that adequate safety and security measures are taken for the protection of the Premises, the customers and employees in the Premises and the transfer of monies from the Premises.
- (rr) To perform and observe the obligations contained in this Agreement including the Special Conditions as set out in the Third Schedule hereto.
- (ss) To accept the Premises in such state and condition as existing on the date on which possession of the Premises is given.
- (tt) To ensure that the visitors and the customers of the Premises are confined to Government employees working in the Building and such other persons as may be authorized by the Director of Immigration or the Commissioner of Customs and Excise.
- (uu) Not to bring into, keep, store or sell or permit or suffer to be brought into, kept, stored or sold any alcoholic beverages in the Premises or any part thereof.

- (vv) Not to employ illegal workers and in the event of breach of this sub-clause (vv), the Landlord shall be entitled to terminate the tenancy hereby created by giving the Tenant three (3) calendar months' notice in writing without refund of the Monthly Rent, management fees or other charges already paid or any part thereof or compensation therefor being payable to the Tenant.
- (ww) To observe and comply with all requirements of the Water Pollution Control Ordinance (Cap. 358), any regulations made thereunder and any amending legislation.
- (xx) To procure that the canteen at the Premises is and remains to be an EatSmart restaurant under the EatSmart Restaurant Star+ Campaign of the Department of Health (hereinafter referred to as "the Campaign") throughout the term of the tenancy hereby created PROVIDED THAT where the canteen at the Premises is not yet an EatSmart restaurant under the Campaign at the commencement date of the term of the tenancy hereby created, to procure that the canteen at the Premises shall become an EatSmart restaurant no later than six (6) calendar months after the commencement date of the term of the tenancy hereby created and remains to be an EatSmart restaurant under the Campaign thereafter until the expiration of the term of the tenancy hereby created.
- (yy) To permit the Landlord, his servants or agents at all reasonable times with or without notice to enter upon the Premises or any part thereof for the purpose of inspecting the same so as to ascertain that there is no breach of or failure to observe any of the terms and conditions herein contained.
- (zz) To observe and comply with all instructions and directions which may be given by a Port Health Officer or Port Health Inspector, both of the Department of Health of the Government of the Hong Kong Special Administrative Region, in connection with food hygiene, food safety, personal hygiene, environmental hygiene and pest control.

(3) THE LANDLORD HEREBY AGREES WITH THE TENANT as follows:

To permit the Tenant upon his duly paying the Monthly Rent, rates, management fees and 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 AGREED BY AND BETWEEN THE LANDLORD AND THE TENANT as follows:

- (a) That in case the Monthly Rent, rates, management fees or other charges hereby reserved or any part thereof shall be in arrears and unpaid for twenty-one (21) 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 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, rates, management fees and 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 hereinbefore contained in the event of the Monthly Rent, rates, management fees 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, rates, management fees 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 the Monthly Rent, rates, management fees 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 cent (2%) per annum above the prevailing Best Lending Rate of The Hongkong and Shanghai Banking Corporation Limited.

- (b) (i) That the Tenant shall on or before signing or execution of this Agreement deposit with the Landlord the sum of Hong Kong Dollars Ninety Nine Thousand and Two Hundred only (HK\$99,200.00) as security for the due payment of the Monthly Rent and the rates, management fees, taxes, assessments, sewage service charges, trade effluent surcharges, duties, charges and other outgoings as aforesaid and the due payment of the licence fee, rent, rates, electricity charges, management fees, taxes, assessments, sewage service charges, trade effluent surcharges, duties, charges and 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 collectively referred to as "Other Agreements") and the due performance and observance by the Tenant of all and singular the several 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 this Agreement free of any interest to the Tenant.
- (ii) That at the expiration or sooner determination of this Agreement if the Tenant shall have paid all the Monthly Rent,

rates, management fees, taxes, assessments, sewage service charges, trade effluent surcharges, duties, charges, and other outgoings herein contained and any interest payable under Clause (4)(a) hereof and all the Sums 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 of the Monthly Rent, rates, management fees, taxes, assessments, sewage service charges, trade effluent surcharges, duties, charges, other outgoings 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 the Monthly Rent, rates, management fees, taxes, assessments, sewage service charges, trade effluent surcharges, duties, charges, and other outgoings 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 provisions, conditions, terms or stipulations contained herein or in Other Agreements, the Landlord may apply such deposit towards remedying such breach without the Landlord first taking any actions or proceedings against the Tenant (in so far as this may be possible) 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.

- (iii) That in the case of the Landlord exercising its 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, rates, management fees, taxes, assessments, sewage service charges, trade effluent surcharges, duties, charges, and other outgoings and any interest payable under Clause (4)(a) hereof as aforesaid or in performance or observance of any of the provisions, terms, conditions and stipulations on the Tenant's part herein contained, the Landlord shall without prejudice to its 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.
- (iv) That nothing contained in this Clause (4)(b) 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, rates, management fees, taxes, assessments, sewage service charges, trade effluent surcharges, duties, charges 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, rates, management fees, taxes, assessments, sewage service charges, trade effluent surcharges, duties, charges 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.
- (v) That 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.

- (vi) That nothing contained in this Clause (4)(b) shall affect or prejudice the rights and interests of the Landlord under Other Agreements or any provisions, conditions, terms and stipulations contained in Other Agreements, or shall prevent the Landlord from recovering from the Tenant damages or making any claims, whether under Other Agreements or otherwise, in respect of any breach of the provisions, conditions, terms or stipulations contained in Other Agreements. The Landlord may apply the said deposit towards payment of any arrears of the Sums payable under Other Agreements and any interest payable thereon or remedying any breach of 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.
  
- (c) That the tenancy hereby created is (without prejudice to the terms and conditions hereof) subject also to the Special Conditions contained in the Third Schedule hereto.
  
- (d) That at the expiration of the term of the tenancy hereby created, this Agreement shall be deemed to be automatically terminated and the Tenant shall in accordance with the terms and conditions herein contained surrender and deliver up vacant possession of the Premises to the Landlord in all respects to its satisfaction. The Landlord shall have the full right to arrange for any new tenancy of the Premises at its sole discretion and the Tenant shall allow at all reasonable times upon prior notice within six (6) calendar months immediately preceding the expiration of this Agreement prospective tenants to inspect the Premises.

- (e) That if the Premises or any part thereof are rendered unfit for occupation and use as a canteen by fire, storm, wind, water, typhoon, defective construction, termites, earthquake or any other calamity beyond the control of the Landlord and not attributable to any failure on the part 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 unfit for occupation and use as a canteen shall abate and cease to be payable until the Premises or such part thereof shall have been again rendered fit for occupation and use as a canteen 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 laws of Hong Kong, Ordinances or regulations or other circumstances beyond the control of the Landlord it is not in its opinion practicable or reasonable so to do in which circumstances the tenancy hereby created shall be determined without any compensation payable to the Tenant.
  
- (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 water flowing on to the Premises or fire or landslip or subsidence on, or to, or of, or from the Premises or by reason of any other causes beyond the control of the Landlord including but not limited to any loss or damage caused to the Tenant or others by any interruption or failure in the supply of electricity, air-conditioning, water or other utilities to the Premises.
  
- (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 any notice to be served by the Landlord or its 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.

- (i) 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 the Government Property Agency mentioned hereinbefore.
  
- (j) 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 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:
  - (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 an 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 or sharing of any revenues from the Business; and
  - (vii) any arrangement whereby de facto management or control of the Business is vested in or exercisable by any person other than the Tenant.
- (k) That the security of the Premises and all things and properties placed or stored therein shall be the sole responsibility of the Tenant.
- (l) That 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.
- (m) 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.
- (n) That each party shall bear its own costs in connection with the preparation of this Agreement.
- (o) That wherever in this Agreement it is PROVIDED THAT:
- (i) the Landlord or its duly authorized officers shall or may carry out works of any description on the Premises or any part thereof or outside the Premises (whether on behalf of the Tenant or on the failure of the Tenant to carry out such works or otherwise) at the cost of the Tenant or that the Tenant shall pay or repay to the Landlord or to its duly authorized officers on demand the

cost of such works, such cost shall include such supervisory and overhead charges as may be fixed by the Landlord or by its duly authorized officers; or

- (ii) the prior approval or consent of the Landlord or its duly authorized officers is required, they may give the approval or consent on such terms and conditions as they see fit or refuse it at their absolute discretion.
  
- (p) That the Landlord shall appoint a Government officer or a canteen management committee to consider and settle on behalf of the Landlord all matters under this Agreement (whether arising from complaint or otherwise) including but not limited to those concerning standards of food or service, the choice of dishes or refreshments to be supplied, the prices to be charged or any other aspect of the services to be provided by the Tenant hereunder, and the Tenant shall comply with the instructions as the Government officer or the canteen management committee may give from time to time. The Tenant shall carry out all his obligations under this Agreement in all respects to the satisfaction of the Government officer or the canteen management committee.
  
- (q) 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 cent (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).
  
- (r)
  - (i) That the Tenant shall be exempted from payment of charges for air-conditioning and water in respect of his use and occupation of the Premises during the term of the tenancy hereby created; and
  
  - (ii) That the Tenant shall be exempted from the payment of charges

for electricity and gas supplied to the Premises during the term of the tenancy hereby created.

- (s) That the Landlord shall use its best endeavour to provide the Premises with air-conditioned ventilation to the reasonable capacity of the air-conditioning plant installed by the Landlord for that purpose during the air-conditioning supply hours as specified in Special Condition No. (20) of the Third Schedule hereto and to maintain the same in good repair and condition PROVIDED ALWAYS THAT the Landlord shall in no event whatsoever be held responsible for any failure or interruption of any such central air-conditioning service for any cause whatsoever or for any damage or loss (direct or indirect) whatsoever caused thereby PROVIDED FURTHER THAT notwithstanding any failure or interruption as aforesaid, all payments payable under this Agreement shall remain payable in full at all times and 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 failure or interruption as aforesaid.
  
- (t) (i) That notwithstanding anything herein, upon the occurrence of any of the following events, the Landlord may terminate this Agreement with immediate effect:
  - (a) 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;
  
  - (b) 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(t) 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)(t)(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 here 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.
  
- (u) 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.
  
- (v) 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.

FIRST SCHEDULE

- Term and Date of Commencement : Three (3) years commencing on the                    day of                    20    subject to the provisions for renewal for a further term of three (3) years as stipulated in Special Condition No. (25) of the Third Schedule hereto.
- Purposes for which the Premises shall be used : A canteen for the supply of meals, light refreshments, beverages (excluding alcoholic beverages and plastic bottled water) and other food commodities to Government employees working in the Building and such other persons as may be authorized by the Director of Immigration or the Commissioner of Customs and Excise.

SECOND SCHEDULE

(1) Gross Monthly Receipts (hereinafter referred to as “GMR” in this Second Schedule)

For the purpose of this Second Schedule, the GMR means the total gross monthly receipts arising from the operation of the canteen at the Premises as specified in the First Schedule hereto in respect of each calendar month commencing on the first day and ending on the last day thereof, or in the case of the calendar month in which the term of this tenancy commences and which does not commence on the first day thereof or the calendar month in which the term of this tenancy expires and which does not expire on the last day thereof, the total gross monthly receipts in respect of such parts of such calendar months falling within the term of the tenancy hereby created, without any deduction.

(2) Monthly Minimum Rent (hereinafter referred to as “MMR” in this Second Schedule)

The MMR is HK\$18,596.00 (exclusive of rates, management fees, charges and any other outgoings whatsoever) which shall be paid by the Tenant to the Landlord in respect of each calendar month commencing on the first day and ending on the last day thereof during the term of the tenancy hereby created. The MMR shall be payable in advance on the first day of each calendar month during the term of the tenancy hereby created without any deduction or set off whatsoever (except for set off pursuant to sub-clause (iii) of Clause (3)(B) of this Second Schedule). The first of such payments shall be made upon the signing or execution of this Agreement.

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

(A) The Tenant shall pay to the Landlord each calendar month the MR in Hong Kong Dollars (exclusive of rates, management fees, charges and any other outgoings whatsoever) calculated in the following manner:

- (i) if \_\_\_% of the GMR is less than or equal to the MMR (HK\$18,596.00) of the same month as specified in sub-clause (B) of this Clause (3), the Tenant shall pay the MMR of the same month as specified in sub-clause (B) of this Clause (3).

- (ii) if \_\_\_ % of the GMR is larger than the MMR (HK\$18,596.00) of the same month as specified in sub-clause (B) of this Clause (3), the Tenant shall pay \_\_\_ % of the GMR.

(B) Payment Method

- (i) In the case of the term of this tenancy commencing on the 1st day of a calendar month, the Tenant shall pay to the Landlord the first month's MMR being Hong Kong Dollars Eighteen Thousand Five Hundred and Ninety Six only (HK\$18,596.00) on or before the signing or execution of this Agreement and thereafter the MMR being Hong Kong Dollars Eighteen Thousand Five Hundred and Ninety Six only (HK\$18,596.00) shall be paid to the Landlord monthly in advance on or before the first day of each and every succeeding calendar month during the term of the tenancy hereby created.

OR

- (ii) In the case of the term of this tenancy commencing on any day of a calendar month other than the 1st day thereof, the Tenant shall pay to the Landlord the MMR being Hong Kong Dollars Eighteen Thousand Five Hundred and Ninety Six only (HK\$18,596.00) monthly in advance in the following manner:
  - (a) **HK\$** \_\_\_\_\_ being part of the MMR for the first calendar month of the term of this tenancy covering the period from \_\_\_\_\_ 20 to \_\_\_\_\_ 20 calculated on a pro-rata basis to be paid in advance on or before the \_\_\_\_\_ 20 ;
  - (b) **HK\$** \_\_\_\_\_ being the MMR to be paid monthly in advance on or before the first day of each and every succeeding calendar month during the term of the tenancy hereby created except the last calendar month of the term of this tenancy; and

- (c) **HK\$\_\_\_\_\_** being part of the MMR for the last calendar month of the term of this tenancy calculated on a pro-rata basis to be paid in advance on or before the first day of the last calendar month of the term of this tenancy.

AND

- (iii) The actual amount of the MR to be paid by the Tenant each calendar month shall be ascertained on a monthly basis. In the event that \_\_\_\_\_ % of the GMR of a calendar month shall exceed the MMR, the Tenant shall pay to the Landlord an additional payment (being the difference between the said percentage of the GMR and the MMR) (hereinafter referred to as “Additional Payment”) as part of the MR of that calendar month and the same shall be paid in accordance with Clause (3)(C) below.
- (C) The Tenant shall submit to the Director of Immigration or the Commissioner of Customs and Excise within the first seven (7) days of each calendar month (except the first month of the term of this tenancy) a statement in a form to be approved from time to time by the Director of Immigration or the Commissioner of Customs and Excise. The said statement shall be prepared and certified as being accurate and complete by the Tenant and shall show the GMR and Additional Payment of the Premises for the immediately preceding calendar month. If there shall be any Additional Payment payable in addition to the MMR as part of the MR, the Additional Payment shall be paid forthwith (whether formally demanded or not) and in any event not later than the 28<sup>th</sup> day of the calendar month immediately following the calendar month to which the said statement relates. #[In the case of the term of this tenancy commencing on any day of a calendar month other than the 1st day thereof, for the purpose of this Clause (3)(C), the MMR for the first calendar month and the last calendar month shall be the sums stated in sub-clauses (B)(ii)(a) and (B)(ii)(c) of this Clause (3) respectively.]

***[Remarks: # Applicable if the term of the tenancy commences on a day other than the first day of a calendar month. Delete as appropriate.]***

For the avoidance of doubt, if the said statement is not submitted within the time stipulated in this Clause (3)(C) resulting in delay in payment of the Additional Payment, the Tenant shall pay interest to the Landlord under Clause (4)(a) of this Agreement on the Additional Payment, calculated from the 29<sup>th</sup> day of the calendar month immediately following the calendar month to which the said statement relates until payment.

(D) Within thirty (30) days of the end of each successive period as stipulated in sub-clause (iii) of this Clause (3)(D) which elapses during the term of this tenancy hereby created and within thirty (30) days after the expiration or sooner determination (by whatever means) of this Agreement, the Tenant shall submit to the Director of Immigration or the Commissioner of Customs and Excise an income statement, in a form to be approved by the Director of Immigration or the Commissioner of Customs and Excise, which shall be audited by an independent certified public accountant holding a valid practising certificate issued by the Council of the Hong Kong Institute of Certified Public Accountants under the Professional Accountants Ordinance (Cap. 50) (hereinafter referred to as “CPA”) and shall show, for each calendar month comprised in the period as stipulated in sub-clause (iii) of this Clause (3)(D), the GMR and Additional Payment payable as part of the MR. Any difference between the total of the Additional Payment payable as part of the MR in accordance with the said audited income statement and the total of the Additional Payment actually paid for such period as stipulated in sub-clause (iii) of this Clause (3)(D) shall:

(i) if the difference represents a sum due to the Landlord (hereinafter referred to as “the Shortfall Amount”), be paid to the Landlord by not later than thirty (30) days after the submission of the audited income statement for the period to which the Shortfall Amount relates (or, if that day is not a banking day, on the following banking day), and for the avoidance of doubt, if the audited income statement is not submitted within the time stipulated in this Clause (3)(D) resulting in delay in payment of the Shortfall Amount, the Tenant shall pay interest to the Landlord under Clause (4)(a) of this Agreement on the Shortfall Amount, calculated from the 61<sup>st</sup> day immediately following the last day of the period to which the audited income statement relates until payment; and

(ii) if the difference represents a sum due to the Tenant, be set off against future payments of the Shortfall Amount from time to time due from the Tenant under sub-clause (i) of this Clause (3)(D), until extinguished. For the avoidance of doubt, it is hereby agreed that such sum shall not be refunded to the Tenant or to be set off against further payments of the MMRs or MRs (other than the Shortfall Amount) payable under this Agreement and it shall be held by the Landlord without any interest to the Tenant. Where pursuant to the last statement to be submitted by the Tenant under this Clause (3)(D), a sum is due to the Tenant, such sum (together with any other sum(s) carried forward by the Landlord in accordance with this sub-clause (3)(D)(ii)) shall be paid and refunded to the Tenant but without interest PROVIDED THAT the Tenant shall have duly observed and performed his obligations under this Agreement to the satisfaction of the Landlord.

(iii) For the purpose of this Clause (3)(D), the audited income statement submitted by the Tenant to the Director of Immigration or the Commissioner of Customs and Excise shall cover the periods as below:

\*[In the case of the term of this tenancy commencing on the 1st day of a calendar month, the periods shall be each successive period of twelve (12) calendar months during the term of the tenancy hereby created including any renewed term of tenancy. For the purpose of this Clause (3)(D), the first audited income statement submitted by the Tenant to the Director of Immigration or the Commissioner of Customs and Exercise shall cover the period commencing on \_\_\_\_\_ day of \_\_\_\_\_ 20 to \_\_\_\_\_ day of \_\_\_\_\_ 20 .]

OR

#[In the case of the term of this tenancy commencing on any day of a calendar month other than the 1st day thereof, the periods shall be:

a. \_\_\_\_\_ day of \_\_\_\_\_ 20 to \_\_\_\_\_ day of \_\_\_\_\_ 20 ;

b. \_\_\_\_\_ day of \_\_\_\_\_ 20 to \_\_\_\_\_ day of \_\_\_\_\_ 20 ;

- c. \_\_\_\_\_ day of \_\_\_\_\_ 20\_ to \_\_\_\_\_ day of \_\_\_\_\_ 20\_ ;
- d. and if the tenancy is renewed, \_\_\_\_\_ day of \_\_\_\_\_ 20\_ to \_\_\_\_\_ day of \_\_\_\_\_ 20\_ ;
- e. \_\_\_\_\_ day of \_\_\_\_\_ 20\_ to \_\_\_\_\_ day of \_\_\_\_\_ 20\_ ;  
and
- f. \_\_\_\_\_ day of \_\_\_\_\_ 20\_ to \_\_\_\_\_ day of \_\_\_\_\_ 20\_ .]

***[Remarks: \* Applicable if the term of the tenancy commences on the first day of a calendar month. Delete as appropriate. If applicable, the first period shall be the first 12 months of the term of the tenancy hereby created.***

***# Applicable if the term of the tenancy commences on a day other than the first day of a calendar month. Delete as appropriate. If applicable, the first period shall be the first 12 months of the term of the tenancy hereby created, and the next period shall be the next 12 months.]***

(iv) The Tenant shall, at the request of the Landlord or the Director of Immigration or the Commissioner of Customs and Excise and free of charge, provide to, and allow the Landlord, the Director of Immigration or the Commissioner of Customs and Excise and their authorized agent to inspect all of the information, accounts, returns and documents that support the preparation of the audited income statement.

(E) The Landlord reserves the right at any time to require the statements referred to in Clause (3) of this Second Schedule to be audited by an independent CPA of the choice of the Landlord or the Director of Immigration or the Commissioner of Customs and Exercise at the Tenant's own expense.

THIRD SCHEDULE

Special Conditions referred to in  
Clauses (2)(rr) and (4)(c) of this Agreement

- (1) (a) Subject to sub-clauses (b) and (c) of this Special Condition, the Tenant shall commence and operate the Business for the supply of meals, light refreshments, beverages (excluding alcoholic beverages and plastic bottled water) and other food commodities in accordance with the provisions of this Agreement on each and every day during the term of the tenancy hereby created (including Saturdays, Sundays and public holidays and any day when any tropical cyclone or rainstorm warning signal is being hoisted) between the hours of 6:30 a.m. and 9:00 p.m..
  - (b) The opening hours of the Business as specified in sub-clause (a) of this Special Condition may be varied or extended as required by the Landlord or during any emergency operations. In the event of any change of the opening hours of the Business, no compensation whatsoever or refund of the Monthly Rent, management fees or other charges already paid or any part thereof shall be payable to the Tenant by the Landlord, and the Tenant shall not be entitled to any reduction of the Monthly Rent, management fees or other charges payable by the Tenant..
  - (c) The opening hours of the Business during the Christmas, Chinese New Year period or other special function or events shall be subject to the special arrangement as approved by the Director of Immigration or the Commissioner of Customs and Excise.
- (2) The Landlord may, without prior notice to the Tenant, close the Premises or the Building or any part thereof at any time by reason of any emergency or for any other reason which the Landlord at its absolute discretion considers proper or sufficient. The Tenant shall not be entitled to any compensation whatsoever or refund of the Monthly Rent, management fees or other charges or any part thereof already paid in the event of such closure.

(3) The Landlord shall be entitled from time to time and by notice in writing to the Tenant to make, introduce and subsequently amend, adopt or abolish if necessary such regulations as the Landlord may consider necessary for the proper operation, maintenance or management of the Building or any part thereof.

(4) Subject to Special Condition No. (9) hereof, the Tenant shall at all times throughout the whole of the term of the tenancy hereby created in accordance with the provisions of this Agreement provide the following basic food and services on a compulsory basis:

(a) The provision of breakfast on each and every day between the hours of 6:30 a.m. and 11:00 a.m. in all dining areas in accordance with the menu and prices as set out in the Fourth Schedule hereto.

(b) The provision of meals on each and every day between the hours of 6:30 a.m. and 5:00 p.m., between the hours of 11:00 a.m. and 2:00 p.m. and between the hours of 5:00 p.m. and 9:00 p.m. in all dining areas in accordance with the menu and prices as set out in the Fourth Schedule hereto.

(c) The provision of afternoon tea on each and every day between the hours of 2:00 p.m. and 5:00 p.m. in all dining areas in accordance with the menu and prices as set out in the Fourth Schedule hereto.

(d) The provision of light refreshments including but not limited to sandwiches and other acceptable equivalent items during all opening hours in accordance with the menu and prices as set out in the Fourth Schedule hereto.

(e) The provision of hot and cold drinks (excluding alcoholic beverages and plastic bottled water) during all opening hours in accordance with the menu and prices as set out in the Fourth Schedule hereto.

(5) All items of food commodities, beverages and services provided on a

compulsory basis in accordance with Special Condition No. (4) hereof shall be subject to such restrictions as specified in Special Condition No. (9) hereof PROVIDED THAT the Tenant may, according to market demand, of his own volition and with the prior written approval of the Landlord, introduce on a voluntary basis any additional food items or beverages (excluding alcoholic beverages and plastic bottled water) not specified in the Fourth Schedule hereto. Such additional food items or beverages (excluding alcoholic beverages and plastic bottled water) as approved by the Landlord shall not be subject to price control or the restrictions as specified in Special Condition No. (9) hereof. For the avoidance of doubt, the selling of any plastic bottled water through the automatic vending machine(s) (if any) at the Premises is not allowed unless being specifically approved by the Landlord in writing and may be subject to such condition as the Landlord may impose.

(6) The Tenant shall at his own expense keep and maintain all changing room, dining areas, kitchen, cooking equipment, catering equipment and water apparatus used exclusively by the Tenant and his employees, agents, licensees and customers in good, clean, sanitary and tenantable repair and condition at all times during the term of the tenancy hereby created in all respects to the satisfaction of the Landlord and in accordance with all relevant legislations, bye-laws and regulations made thereunder and other relevant Government departments' requirements in respect of the operation of the Business on the Premises. In particular and without prejudice to the generality of the foregoing the Tenant shall at his own cost and expense:

- (a) Install and maintain at all times range hoods over all cooking equipment in the kitchen of the Premises together with suitable grease filters and air washers installed.
- (b) Refill appropriate chemical solvent for the kitchen's hydro-vent system and maintain the whole system in proper operation condition in all respects to the satisfaction of the Landlord. All costs in connection therewith shall be borne by the Tenant solely.
- (c) Provide adequate grease traps and engage personnel with necessary

experience to properly operate and maintain all grease traps in the kitchen of the Premises in good, clean, working order and free from blockage and obstruction at all times and inspect and clean the same daily.

- (d) Install and maintain all necessary grease filters in the kitchen of the Premises and regularly inspect and clean the same and keep them free from blockage and obstruction.
  - (e) Install and maintain all air-transfer grilles throughout the Premises in good, clean, working order and regularly inspect and clean the same and keep them free from blockage and obstruction.
  - (f) Install and maintain screw-in grease valves in all ducting throughout the Premises and regularly inspect and clean the same.
- (7) Suitable spaces for grease traps shall be allocated by the Landlord at such locations as the Landlord considers appropriate.
- (8) Waterproofing within the kitchen area shall be carried out by the Tenant at his own expense. The Tenant undertakes to indemnify and keep indemnified the Landlord and his officers from and against any claim arising from any water leakage from the Premises.
- (9) The types of meals, the quantity and quality of food to be served, the nature of meals, light refreshments, beverages (excluding alcoholic beverages and plastic bottled water) and other food commodities to be provided by the Tenant on a compulsory basis in accordance with Special Condition No. (4) hereof, and the prices to be charged therefor as specified in the Fourth Schedule hereto shall not be altered except with the prior written approval of the Landlord, who may in granting such approval impose such conditions as it may at its absolute discretion deem appropriate PROVIDED THAT the prices charged for all food and services provided by the Tenant shall not be reviewed for more than once in every year and any proposed percentage increase in the prices shall not be greater than the percentage increase in the Annual Consumer Price Index (A) for that year as

compared with that for the preceding year. The Tenant shall provide the meals, light refreshments, beverages (excluding alcoholic beverages and plastic bottled water) and other food commodities as specified in the Fourth Schedule hereto in accordance with Special Condition No. (4) hereof in all respects to the satisfaction of the Landlord.

(10) The Tenant shall display in a conspicuous location of the Premises in all respects to the satisfaction of the Landlord:

- (a) a menu of the meals available and the prices charged therefor; and
- (b) a menu of light refreshments, beverages (excluding alcoholic beverages and plastic bottled water) and other food commodities available and the price charged therefor.

(11) The Tenant shall not extend the display of merchandise and sale of the food or services beyond the Premises except upon the request or with the prior written consent of the Landlord.

(12) The Landlord does not guarantee that the Tenant shall have the exclusive right to carry on the Business within the Building throughout the term of this tenancy hereby created and the Landlord shall not be responsible or liable to the Tenant for any damages or loss in respect thereof.

(13) The superimposed load within the Premises shall not exceed 4 kilonewtons per square metre.

(14) The Landlord shall not be responsible for any damages or claims arising from defects in design and quality of the fitting out of the Premises carried out by the Tenant. The Tenant shall not cause any variation to the approved fitting out plans and specification or to the interior design or layout of the Premises without the prior approval in writing of the Landlord.

(15) 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.

(16) The Tenant shall fully stock up the Premises with a range of the goods and food commodities for the Business and maintain them both in quality and quantity in all respects to the satisfaction of the Landlord.

(17) The Tenant shall complete the fitting-out, furnishing and renovation work under Clause (2)(1) of this Agreement and commence to operate the Business on the Premises not later than fourteen (14) days after the commencement of the term of the tenancy hereby created as specified in the First Schedule hereto.

(18) (a) All fitting-out works to be carried out pursuant to Clause (2)(1) of this Agreement shall be restricted to the hours as approved by the Landlord and subject to the requirements as stipulated in the Noise Control Ordinance (Cap. 400) and any regulations made thereunder and any amending legislation.

(b) Activities carried out within the Premises shall not affect the normal operation of other users in the Building. The Tenant shall protect all the existing services/installation during the fitting-out period and shall indemnify and keep indemnified the Landlord, its officers and servants from and against all actions, suits, costs, expenses, claims and demands whatsoever brought or taken in respect of any damage or loss arising directly or indirectly out of or in connection with the carrying out of the fitting-out works by the Tenant.

(19) (a) The Tenant shall not provide plastic straws for any customers.

(b) The Tenant shall provide reusable tableware item(s) for dine-in customers and shall not provide any type or item of disposable cutlery (e.g. stirrer, fork, knife, spoon and chopsticks) and disposable food / drink containers (e.g. cups, bowls, dishes, plates and boxes) for dine-in customers.

(c) Subject to sub-clause (d) of this Special Condition, the Tenant shall

not provide any type or item of disposable cutlery (e.g. stirrer, fork, knife, spoon and chopsticks) and disposable food / drink containers (e.g. cups, bowls, dishes, plates and boxes) for take-away customers.

- (d) If requested by take-away customers, the Tenant may provide disposable non-plastic cutlery (e.g. wood or bamboo) and disposable non-plastic food / drink containers (e.g. paper, plant fiber or metal foil) on a need basis for take-away food or drinks PROVIDED THAT such disposable non-plastic cutlery is not provided in sets. Subject to the Landlord's prior written approval, the Tenant may provide, charge and recover the cost of the disposable non-plastic tableware item(s) from those customers in line with the "user pays" principle. In any event, the Tenant shall not provide disposable plastic tableware.
- (e) Sub-clauses (c) and (d) of this Special Condition shall also apply to any food / drinks not consumed by a dine-in customer which the customer wishes to take away and for this purpose the customer shall be regarded as a take-away customer of the food / drinks to be taken away.
- (f) Under this Special Condition of this Agreement:
  - (i) plastic includes poly-foam, polyethylene, poly-lactic acid (PLA), oxo-plastic and all other types of plastic. It also includes paper coated with plastic or plastic lining; and
  - (ii) tableware includes straws and stirrers, cutlery (e.g. stirrer, fork, knife, spoon and chopsticks), food / drink containers (e.g. cups, bowls, dishes, plates and boxes) and individually packed wet tissues.
- (g) The Tenant shall comply with the requirements and conditions as stipulated in sub-clauses (a) to (f) of this Special Condition in all respects to the satisfaction of the Director of Immigration or the

Commissioner of Customs and Excise and the decision of the Director of Immigration or the Commissioner of Customs and Excise as to whether the Tenant has complied with those requirements and conditions in all respects to the satisfaction of the Director of Immigration or the Commissioner of Customs and Excise shall be final, conclusive and binding on the Tenant.

- (h) In the event that the Tenant fails to comply with the requirements and conditions as stipulated in sub-clauses (a) to (f) of this Special Condition in all respects to the satisfaction of the Director of Immigration or the Commissioner of Customs and Excise, without prejudice to any other right or remedy which the Landlord may have in relation to any breach, non-compliance and non-performance of the conditions of this Agreement on the part of the Tenant, the Landlord shall have the right to institute appropriate actions against the Tenant, including but not limited to applying lower marks in the future assessment of, or barring applications for, renewal of existing tenancy, and/or quotation or tender for new tenancy by the Tenant; and the Landlord shall have the right to terminate the tenancy hereby created by giving the Tenant six (6) calendar months' notice in writing without refund of the Monthly Rent, management fees or other charges already paid or any part thereof or compensation therefor being payable to the Tenant.

(20) Air-conditioning shall be supplied to the Premises during the opening hours of the Business from 6:30 a.m. to 9:00 p.m. on each day. The Landlord may at its absolute discretion change these air-conditioning supply hours without prior notice to the Tenant. Any request by the Tenant for additional air-conditioning supply outside these hours or additional cooling capacity above the design standard shall be lodged with the Landlord not less than 2 weeks in advance before the date it is required and the Landlord shall have the sole discretion in deciding on such request. If the request is approved, the Landlord may in its discretion charge the Tenant for such additional services.

(21) The Tenant shall not keep or permit to be kept any animal bird or

livestock of any description in the Premises or any part thereof.

(22) The Tenant shall at his own expense deliver all canteen refuse from the Premises to the refuse collection point(s) from time to time specified by the building management committee appointed under Clause (4)(p) of this Agreement.

(23) The Tenant hereby acknowledges that according to section 5 of the Shenzhen Bay Port Hong Kong Port Area Ordinance (Cap. 591), except in so far as otherwise provided by an enactment enacted, or (in the case of subsidiary legislation) made, on or after 1 July 2007, all laws of the Hong Kong Special Administrative Region apply in the Shenzhen Bay Port Hong Kong Port Area (hereinafter referred to as "Hong Kong Port Area"). For the purpose of applying the laws of Hong Kong in the Hong Kong Port Area, the Hong Kong Port Area is regarded as an area lying within Hong Kong.

(24) The Tenant shall observe and comply with any requirement which may be imposed by the Water Authority in connection with the provision of water supply to the Premises.

(25) (a) If the Tenant shall be desirous of taking a tenancy of the Premises for a further term of three (3) years from the date of expiry of the term of the tenancy hereby created at the Monthly Rent and on the same terms and conditions as are herein contained save and except for this Special Condition, the Tenant shall give written notice to the Landlord of such desire not less than nine (9) calendar months before the expiration of the term of the tenancy hereby created. The renewal of tenancy of the Premises for a further term of three (3) years is subject to the due observance and performance by the Tenant of all the terms and conditions to be observed or performed by and on the part of the Tenant herein contained 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) up to the expiration of the term of the tenancy hereby created. After the Tenant duly giving the notice to the Landlord as aforesaid, the Landlord may issue a renewal letter (hereinafter referred to as "the Renewal Letter") to the Tenant

which shall be in such form and contain such terms and conditions as the Landlord may prescribe, including but not limited to any additional terms and conditions governing the renewal and the renewed term of tenancy and the condition that the renewal shall be conditional upon the Tenant having duly observed and performed all the terms and conditions to be observed or performed by and on the part of the Tenant herein contained 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) up to the expiration of the term of the tenancy hereby created. The decision of the Landlord as to whether to renew the tenancy of the Premises and whether to issue the Renewal Letter to the Tenant shall be final, conclusive and binding on the Tenant. The Renewal Letter, if issued, shall be accepted and signed by the Tenant within such period of time as may be specified by the Landlord, to the effect that subject to compliance with the requirements in the Renewal Letter, the Renewal Letter accepted and signed by the Tenant shall constitute a binding agreement of the renewal of tenancy. In the event that the Tenant shall fail to comply with the terms and conditions of the Renewal Letter or fail to proceed with the renewal of the tenancy of the Premises after a binding agreement of the renewal of the tenancy of the Premises is formed, the Tenant shall 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 Tenant's failure, and the Landlord shall be at liberty to grant a new tenancy of the Premises to other parties or otherwise deal with the Premises at such time and in such manner (including the invitation of quotations or tenders) as the Landlord may deem fit.

- (b) If the Landlord has not received from the Tenant notice of desire given under and pursuant to sub-clause (a) of this Special Condition or if the Landlord decides not to renew the tenancy of the Premises and not to issue the Renewal Letter to the Tenant or if no binding agreement of the renewal of tenancy of the Premises is formed, the tenancy hereby created shall automatically terminate at the expiration

of the term of the tenancy hereby created. The Landlord shall have the full right to arrange for any new tenancy of the Premises at its sole discretion and the Tenant shall at all reasonable times within nine (9) calendar months immediately preceding the expiration of the term of the tenancy hereby created and upon prior notice allow prospective tenants to inspect the Premises.

\*[(26) The Tenant shall at his own costs and expenses implement the proposals and the innovative suggestions as set out in the [Sixth Schedule] annexed hereto to the satisfaction of the Landlord (as to which the decision of the Landlord shall be final and conclusive and shall be 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 bidder in his quotation is accepted by the Government and is to form part of this Agreement. The Sixth Schedule shall set out the relevant proposal(s) and/or innovative suggestion(s).]***

FOURTH SCHEDULE

( referred to in Special Condition No. (4) of the Third Schedule hereto )

Menu and prices of compulsory items to be served:

早餐 (配熱飲品)(凍飲品加\$2)  
(上午 6 時 30 分至上午 11 時)

- A) 沙嗲牛肉 / 雪菜肉絲 / 五香肉丁  
配火腿 / 腸仔 / 午餐肉 / 煎蛋  
配米粉/通粉/意粉/公仔麵 \$27  
轉出前一丁或烏冬另加\$3
- B) 煎雞扒 / 煎豬扒  
配火腿 / 腸仔 / 午餐肉 / 煎蛋  
配米粉/通粉/意粉/公仔麵 \$28  
轉出前一丁或烏冬另加\$3
- C) 雞扒 / 豬扒  
配火腿 / 腸仔 / 午餐肉 /煎蛋 (任選兩款)  
及牛油餐包 \$29
- D) 鮮奶麥皮  
配煎雙蛋 及 牛油餐包  
配蛋治 / 腿治 / 餐治 (雙拼加\$2) \$27
- E) 單拼三文治 \$21  
雙拼三文治 \$23  
火腿/雞蛋/咸牛肉/餐肉/芝士/蕃茄 (任選兩款)
- F) 是日靚粥  
配炒麵 / 炒米粉及中國茶 \$24

常餐 (配熱飲品)(凍飲品加\$2)  
(上午 6 時 30 分至下午 5 時)

- 沙嗲牛肉 / 雪菜肉絲 / 五香肉丁  
配火腿 / 腸仔 / 午餐肉 / 煎蛋  
配米粉/通粉/意粉/公仔麵 \$32  
轉出前一丁或烏冬另加\$3

午餐 / 晚餐  
(上午 11 時至下午 2 時及下午 5 時至晚上 9 時)

是日中式兩餸飯 (每日至少四款)	
任選壹款	\$32
任選兩款	\$35
是日西式焗飯/意粉 (每日至少三款)	\$35
是日蒸飯 (每日至少一款)	\$35
是日炒粉麵飯 (每日至少四款)	\$39
是日扒餐配薯菜/ 飯/ 意粉	\$39
以上送例湯(另加熱飲\$3 或凍飲\$5)	
中式小菜/煲仔菜餐 (每日至少六款)	\$46

送例湯及白飯(另加熱飲\$3 或凍飲\$5)

**是日中式兩餸飯 (每日至少供應四款)**

涼瓜炒牛肉 西芹炒肉片 腐乳炒通菜 魚香茄子 蘿蔔炆牛腩 咖喱薯仔炆雞翼 粟米斑腩 瑞士雞翼 咕嚕肉 蕃茄炒蛋
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**是日西式焗飯/意粉 (每日至少供應三款)**

白汁雞皇 咖喱雞球 吉列石斑 煎蛋免治牛肉 葡汁燴雞 洋蔥豬扒 黑椒牛扒 紅酒燴牛尾 忌廉粟米肉粒 鮮茄焗豬扒
--

是日蒸飯 (每日至少一款)

咸魚肉餅蒸飯  
 窩蛋牛肉蒸飯  
 鳳爪排骨蒸飯  
 金針雲耳蒸雞飯

**是日炒粉麵飯 (每日至少供應四款)**

炒飯類	炒粉麵類
咸魚雞粒炒飯 菠蘿雞粒炒飯 楊州炒飯 西炒飯 芙蓉蛋飯 生炒雞絲飯 生炒牛肉飯 生炒排骨飯	肉絲炒麵 上海粗炒麵 羅漢齋炒麵 豉油皇炒麵 菜遠排骨炒麵 香菇干燒伊麵 干炒牛河 三絲炒意粉 排骨炒河 肉片炒河 沙嗲牛肉炒河 菜遠斑腩炒河 廈門炒米 星洲炒米 魚香茄子炆米 雪菜肉絲炆米 三絲炒瀨粉 星洲炒貴刁 干炒牛柳絲意粉

### 是日扒餐

牛扒 豬扒 雞扒 魚柳 龍脷柳扒	配薯菜/ 飯/ 意粉 可選香草汁/ 黑椒汁/ 蒜蓉汁/ 茄汁/ 白汁
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### 中式小菜/煲仔菜餐 (每日至少供應六款)

魚香茄子 菠蘿生炒骨 蘿蔔粉絲炆魚鬆 黑椒牛仔骨 西芹炒雞柳 咖喱牛腩煲 紅燒豆腐煲 豆豉鯪魚炒油麥菜 貴妃雞 椒鹽鮮魷 中式牛柳 麻婆豆腐 栗子炆雞煲 咸魚蒸肉餅 三色蒸水蛋 咖喱薯仔雞煲 椒絲腐乳通菜 芙蓉煎蛋 西檸炸雞塊 什菜粉絲煲 菜遠炒牛肉 京都肉排 腰果炒肉丁	椒鹽九肚魚 豉椒炒鮮魷 蒜子炆雞煲 味菜牛柳絲 清蒸時魚 粟米斑腩 涼瓜炒牛肉 椒鹽豬扒 金菇扒豆腐 蒜茸炒時菜 蜜豆炒鮮魷 蘿蔔牛腩煲 西蘭花炒牛肉 菜莆肉碎煎蛋 羅漢上素 瑤柱扒時蔬 滑蛋鮮蝦仁 無錫焗肉排 鮮茄煮滑蛋 香煎時魚 金牌鹽焗雞 西芹雞丁
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下午茶餐粉麵  
(下午 2 時至下午 5 時)

煎蛋 / 火腿 / 腸仔 / 餐肉 (任選兩款) 配米粉/通粉/意粉/公仔麵	\$24
沙嗲牛肉 / 雪菜肉絲 / 五香肉丁 / 雞翼 配米粉/通粉/意粉/公仔麵	\$24
火腿絲湯通粉 配鮮奶炒滑蛋及牛油餐包	\$28
煎雞扒 / 煎豬扒 配煎蛋 / 火腿 / 腸仔 / 餐肉 配米粉/通粉/意粉/公仔麵	\$28
以上配冷熱飲品 配出前一丁 / 烏冬另加\$3	

西式下午茶餐  
(下午 2 時至下午 5 時)

奶油豬仔包	\$19
咖喱角 / 春卷 / 炸雞翼 / 雞肉腸 / 熱狗 配炸薯條 或 雜果沙律	\$22
豉油皇 / 炸雞髀	\$22
特式豬扒豬仔包	\$28
吉列魚柳豬仔包	\$28
沙嗲牛肉豬仔包	\$28
吉列魚柳 / 豉油皇雞髀 / 炸雞髀 配炸薯條 或 雜果沙律	\$28
以上配冷熱飲品	

各式飲品 (全日供應)

	熱	凍
香濃咖啡	\$9	\$11
奶茶	\$9	\$11
檸檬茶	\$9	\$11
檸檬水	\$9	\$11
阿華田	\$9	\$11
好立克	\$9	\$11
杏仁霜	\$9	\$11
西洋菜蜜	\$9	\$11
檸檬菜蜜	\$11	\$13
檸檬利賓納	\$11	\$13
檸檬可樂	\$13	\$13

小食或三文治 (全日供應)

單拼三文治	\$10
雙拼三文治	\$12
(烘底加\$1)	
各式多士	\$8
鮮油多士	\$10
西多士	\$13
春卷或咖哩角	\$12
炸薯條	\$12
熱狗	\$12
炸雞翼	\$12
炸雞脾	\$13
豉油皇雞脾	\$13
雜果沙律	\$18

**FIFTH SCHEDULE**

The Government Equipment referred to in Clause (2)(m) of this Agreement

**Kitchen Area**

<b>Description</b>	<b>Size (WxDxH)</b>	<b>Fuel Type</b>	<b>Quantity</b>
1. Chinese cooking range – for 600mm diameter wok with minimum 60kW burner	1150 x 1100 x 810	Liquefied Petroleum Gas (LPG)	Three
2. 4 heads open burner range – minimum 10kW burner per head	900 x 800 x 860	LPG	One
3. 2 heads stock pot stoves – minimum 30kW burner per head	1200 x 600 x 450	LPG	One
4. 3-door type electric heated steam cabinet – minimum power rating 30kW	1000 x 900 x 1900	Electricity	Two
5. Griddle (hot plate) – minimum power rating 6kW	608 x 608 x 330	Electricity	One
6. Fryer – minimum power rating 4kW, minimum tank capacity 10 litres	375 x 600 x 315	Electricity	One
7. Upright refrigerator (4-door) – minimum capacity 1000 litres	1460 x 800 x 2000	Electricity	Three
8. Upright freezer (4-door) – minimum capacity 1000 litres	1460 x 800 x 2000	Electricity	One
9. Stainless steel worktop table	1500 x 750 x 850	-	Two
10. Equipment stand	1400 x 900 x 610	-	One

**Bar Area**

<b>Description</b>	<b>Size (WxDxH)</b>	<b>Fuel Type</b>	<b>Quantity</b>
11. Upright refrigerator (4-door) – minimum capacity 1000 litres	1210 x 800 x 2000	Electricity	One
12. Upright freezer (4-door) – minimum capacity 1000 litres	1210 x 800 x 2000	Electricity	One
13. Coffee Urn – minimum 10 litres	545 x 445 x 725	Electricity	Two
14. Water boiler – minimum 65 litres	483 x 350 x 995	Electricity	Two
15. Icemaker – minimum ice production rate 40kg/24 hours	738 x 600 x 1020	Electricity	One
16. Domestic type range hood (filter type)	800 x 356 x 322	Electricity	One
17. Worktop table	1220 x 800 x 850	-	One
18. Worktop table	1500 x 800 x 850	-	One
19. Worktop cabinet with 1 undershelf	1050 x 800 x 850	-	One
20. Worktop cabinet with 2 undershelf	1400 x 800 x 850	-	One

#[SIXTH SCHEDULE]

The proposals and the innovative suggestions referred to in Special Condition No. (26) of the Third Schedule hereto

[Remark: # Add the Sixth Schedule if appropriate (please refer to Special Condition No. (26)).]

IN WITNESS WHEREOF the Chief Property Manager, Government Property Agency, being duly authorized by the Chief Executive so to do has set his hand hereto for and on behalf of the Landlord and the Tenant has set his hand hereto/has executed this Agreement on the day and year first above written.

Signed by )  
 )  
 )  
Chief Property Manager, )  
Government Property Agency )  
for and on behalf of the Landlord )  
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

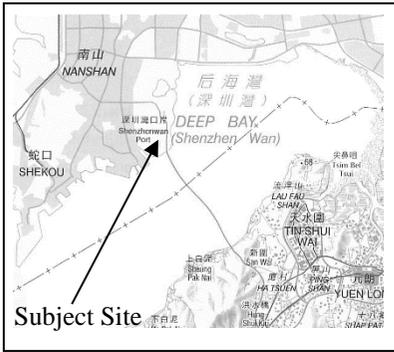
Sealed with the Common Seal of )  
 the Tenant and signed by )  
 )  
 )  
 )  
 in the presence of: )  
 )  
 )

OR

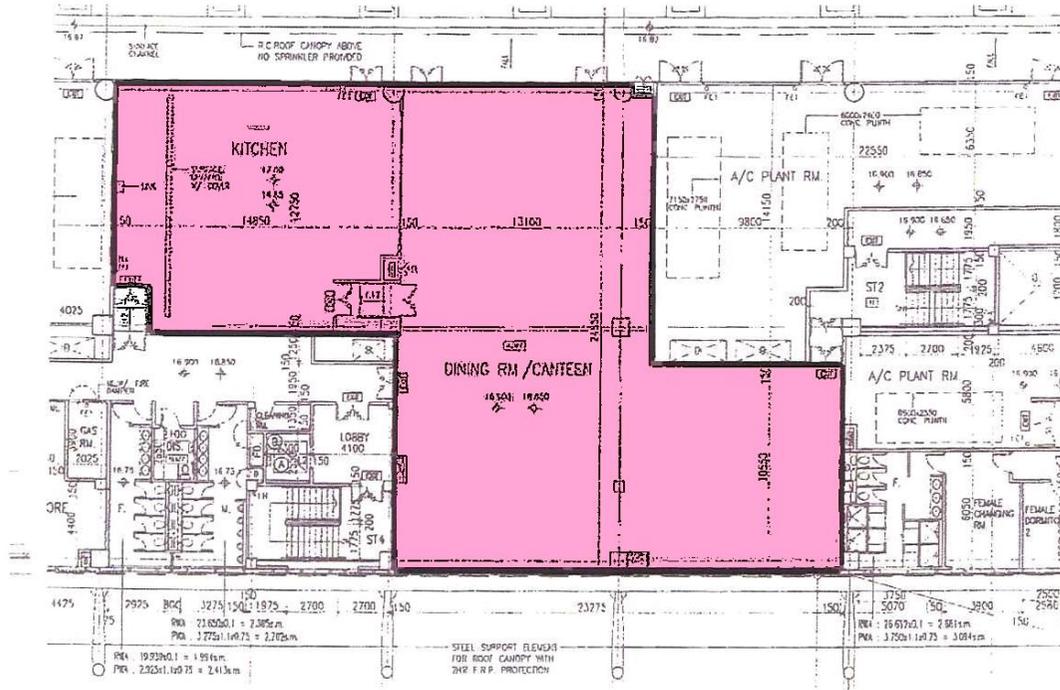
(for use by company incorporated in Hong Kong and execute the Tenancy Agreement without a common seal affixed)

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 Sections 127(3) and )  
 127(5) of the Companies Ordinance )  
 (Cap. 622) )  
 in the presence of: )

Name of Witness in block letters:  
 Occupation:  
 Address:



Location Plan



The Second Floor, Passenger Terminal Building, Shenzhen Bay Port Hong Kong Port Area

Tenancy of the Government Canteen on Portion of the Second Floor,  
 Passenger Terminal Building, Shenzhen Bay Port Hong Kong Port Area  
 Coloured Pink Area: 621 Square Metres (about) For Identification Purpose only (Not to Scale)

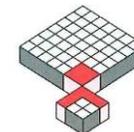
TENANCY AGREEMENT NO.

**GPA N22440**

TENANT:

PREMISES:  
 GOVERNMENT CANTEEN ON PORTION OF  
 THE SECOND FLOOR, PASSENGER  
 TERMINAL BUILDING, SHENZHEN BAY  
 PORT HONG KONG PORT AREA

PARTIES	SIGNATURE / EXECUTION
LANDLORD	
WITNESS	
TENANT	
WITNESS	
DATE	
FILE NO.	GPA-010-TEN-NT-N-064330-003971-P001
PLAN NO.	<b>GPA N22440</b>



**GOVERNMENT  
 PROPERTY  
 AGENCY**

