

## TENDER NOTICE

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

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

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

4 Tenders must be:

- (a) made in TRIPLICATE in the Form of Tender and the Tender Application Form;
- (b) enclosed in two separate sealed envelopes, with -
  - (i) one envelope clearly marked on the outside "Tender for Tenancy Agreement No. NHX-805: Rent Submission" and enclosing the Form of Tender (which should be fully completed) together with cheque or cashier's order referred to in paragraph 7 below; and
  - (ii) the other envelope clearly marked on the outside "Tender for Tenancy Agreement No. NHX-805: Technical Submission" and enclosing the Tender Application Form (which should be fully completed, but without any indication of the rent)

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

- (c) addressed to the Chairman, Central Tender Board; and
- (d) placed in the Tender Box labelled "Government Logistics Department Tender Box" on the Ground Floor, North Point Government Offices at 333 Java Road, North Point, Hong Kong before 12:00 noon on the 30th day of December 2016. In case a black rainstorm warning or typhoon signal No. 8 or above is hoisted between 9:00 a.m. and 12:00 noon on the said date, the tender closing time will be extended to 12:00 noon on the first working day of the following week.

5. Any tender submitted which is not in conformity with the Form of Tender annexed hereto or the terms and conditions as set out in the Tender Notice or without the duly completed Tender Application Form annexed hereto may be rejected. Late tenders will not be accepted.

6. Tenders will only be accepted from persons or corporations/firms who will occupy the Premises for their own use, and no assignment, underletting, or parting with the possession of the Premises or any part thereof or any interest in the Premises will be permitted save for one level of subletting as provided in Special Condition No. 2(e) of the Tenancy Agreement.

7. Tenderers must forward with their tender a cheque or a cashier's order for an amount equivalent to six months' rent tendered, made payable to the Government of the Hong Kong Special Administrative Region and drawn on a bank which shall be a bank duly licensed under Section 16 of the Banking Ordinance. If a cheque is submitted, it must be certified good by the drawee bank for payment up to the 29th day of June 2017. All cheques and cashier's orders will be retained uncashed until a decision has been made on the tenders submitted. If a tender is accepted, the cheque or cashier's order submitted therewith will be treated as the deposit referred to in Special Condition No. (5) of the Second Schedule to the Tenancy Agreement. All other cheques and cashier's orders will be returned to the unsuccessful tenderers at the addresses shown on their tenders.

8. (a) Tenderers when submitting their tenders by way of a subsidiary company shall clearly state the names of their parent companies and their correspondence addresses, and the names of their contact persons and their telephone numbers including facsimile numbers.

(b) The person who signs a tender as tenderer shall be deemed to be acting as a principal unless he discloses therein that he is acting as an agent only, in which case he shall also disclose therein the name, address and the name(s) of the contact person(s) of his principal.

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

9. (a) Tenderers when submitting their tenders by way of an unincorporated firm or business should submit a copy of the certificate of business registration as well as Certified Extracts of Information on the Business Register from the Commissioner of Inland Revenue containing the name of the sole proprietor or the names of all the partners, as the case may be, of the said firm or business.

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

(c) Tenderers should include the above documents in the envelope referred to in paragraph 4(b)(ii) above.

10. If a tender is accepted, the successful tenderer shall be the Tenant, and he shall within 7 days of being called upon by the District Lands Officer/Hong Kong West and South (hereinafter called "the District Lands Officer") so to do sign/execute the Tenancy Agreement, pay the first six months' rent plus that portion of rent for the period up to the next quarter day due under the Tenancy Agreement. Where the successful tender has been made on behalf of a principal, the principal shall himself sign/execute the Tenancy Agreement. Where the successful tender has been made by or on behalf of a partnership, each partner shall sign/execute the Tenancy Agreement. If the Tenant shall fail to

sign/execute the Tenancy Agreement or pay the rent within the time limit as aforesaid, the Government may either enforce or cancel the tender. On cancellation the sum forwarded with the Tenant's tender as a deposit shall without prejudice to the Government's right of action for damages for breach of contract, be wholly forfeited to the Government and the Government shall be at liberty to grant a tenancy of the Premises or invite tenders or otherwise deal with the Premises at such time and in such manner as the Government shall deem fit.

11. The Premises are subject to a subsisting tenancy which is due to expire on the 5th day of June 2017. The successful tenderer will be asked to sign and execute the Tenancy Agreement after Government has a better estimate on when the Premises can be delivered to him after the expiry of the subsisting tenancy. Subject to due signature or execution of the Tenancy Agreement, payment of the rent and subject further to paragraph No. 13 hereof, possession of the Premises will be given to the successful tenderer within three calendar months of the date on which the Tenancy Agreement is signed. The date on which possession will be given and on which the period of the tenancy shall commence will be notified by a letter from the District Lands Officer. The decision of the District Lands Officer on the commencement date shall be final.

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

13. Notwithstanding anything provided to the contrary in this Tender Notice, the Government hereby advises and all tenderers hereby acknowledge and unconditionally agree that :

- (a) a notice to quit in writing has been or will be served by the Government on the tenant (hereinafter referred to as "the Outgoing Tenant") for the subsisting tenancy to terminate the tenancy;
- (b) notwithstanding the due execution of the Tenancy Agreement, in the event that the Outgoing Tenant fails to deliver vacant possession of the Premises to the Government on the 6th day of June 2017 for whatever reason, the commencement date of the Tenancy Agreement shall be the day as will be notified by a letter from the District Lands Officer after the Government has regained legal and physical vacant possession of the Premises from the Outgoing Tenant. The date of commencement of the tenancy and the respective periods set out in (i), (ii) and (iii) of the First Schedule to the Tenancy Agreement shall be adjusted accordingly but all other terms and conditions of this tender and the Tenancy Agreement shall remain unchanged Provided that where possession of the Premises cannot be given to the Tenant by the 5th day of September 2017, either party may give the other notice in writing to terminate the tenancy forthwith, whereupon the deposit and any rent paid to the Government shall be refunded to the Tenant in accordance with Special Condition No. 5 of the Second Schedule to the Tenancy Agreement but without any interest or compensation whatsoever, nor shall either party have any further claims against the other in relation to or in any way arising from the Premises or the Tenancy Agreement; and
- (c) The Government has the right (but is not obliged to) not to demand the successful tenderer to make payment of the rent as hereinbefore provided until the Government shall have given a notice for such payment. The successful tenderer shall make payment of the rent as hereinbefore provided on or before the time limit as specified in the notice.

14. The successful tenderer hereby further accepts and agrees that paragraph No. 13 of this Tender Notice shall remain in full force and effect notwithstanding the due execution of the Tenancy Agreement.

15. The successful tender may, before he signs and executes the Tenancy Agreement, submit his application to the District Lands Officer for the written approval referred to in Special Condition No.3(b) of the Tenancy Agreement to continue using the same observation wheel set up and operated by the Outgoing Tenant instead of that set out in Schedule B of the Tender Application Form. The Tenant shall make his own arrangement to acquire use of that observation wheel but the Government makes no guarantee for the conditions of that observation wheel and shall accept no liability for any loss or damage arising from the arrangement.

16. Any enquiry in relation to this tender should be addressed to the

District Lands Officer, Hong Kong West and South  
20/F, Southorn Centre  
130 Hennessy Road, Wan Chai, Hong Kong  
(Attn: Miss May Tsoi Tel No.: 2835 1634)

It is hereby specifically declared by the Government that any statement, whether oral or written, made and any action taken by any Government officer in response to any enquiry made by a prospective tenderer shall be for guidance and reference purposes only. Any statement shall not be deemed to form part of this Tender Notice and such statement or action shall not and shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions as are set out in this Tender Notice or the Tenancy Agreement.

17. (a) It is obligatory for the Tenderer to provide his name, telephone number, facsimile number, address and identity document number in the case of an individual, identity document number of the proprietor(s)/partner(s) and, business registration number in the case of an unincorporated firm, or company registration number in the case of a corporate body. If he fails to provide the above data, it would not be possible for the Government to consider his tender; and
- (b) the above data collected by the Lands Department are to be used for the consideration of this tender by the Government and may be used by the Lands Department for such purposes and may be transferred to other Government departments to be used for such purpose. The above data may also be used for the consideration of other tenders by the Government at any time and the above data may be used by the Lands Department for such purposes and may be transferred to other Government departments to be used for such purpose; and
- (c) the Tenderer has the rights to request access to and to request the correction of the data, the name and address of the officer to whom such request may be made are:

District Lands Officer, Hong Kong West and South  
20/F, Southorn Centre  
130 Hennessy Road, Wan Chai, Hong Kong  
(Attn: Miss May Tsoi Tel No.: 2835 1634)

## 招標公告

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

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

3. 投標者應注意，標書會根據評分制度(本公告夾附)予以評審。政府不一定會接納獲得最高合併得分(如評分制度所提述)的標書或任何一份標書，並會保留權利，與任何投標者商討建議條款，甚至取消是次招標工作。投標者應注意，其建議將從整體考慮，只載列部分建議的標書將不獲考慮。政府對於是否批出標書的決定，即為最終決定。

4. 投標者必須：

(a) 填寫一式三份的投標表格和投標申請表格；

(b) 把標書密封於兩個信封內：

(i) 在一個信封面清楚註明「標投第 NHX-805 號租賃協議：租金建議書」，信封內放入投標表格(必須是已經填妥)和下文第 7 段所述的支票或銀行本票；以及

(ii) 在另一個信封面清楚註明「標投第 NHX-805 號租賃協議：技術建議書」，信封內放入投標申請表格(必須是已經填妥，但並無示明租金)。

上述兩個密封的信封面不得有任何記認，顯示標書與投標者有關連；

(c) 註明「致中央投標委員會主席」；以及

(d) 在 2016 年 12 月 30 日正午 12 時前，把標書放入香港北角渣華道 333 號北角政府合署地下的政府物流服務署投標箱內。假如當天上午 9 時至正午 12 時期間發出黑色暴雨警告信號或懸掛 8 號或更高風球，截標時間將順延至隨後一個星期的第一個工作天正午 12 時。

5. 任何標書如不符合本公告所夾附投標表格的規定，或不符合本公告載列的條款及條件，或沒有填妥本公告夾附的投標申請表格，均可能不獲接納。逾期遞交的標書概不受理。

6. 政府只接納擬把該土地作自用的人士或公司／商號的投標。除租賃協議特別條件第 2(e)條就一層級分租另有規定外，承租人不得把該土地、其任何部分或其中的任何權益轉讓、分租或放棄管有權。

7. 投標者在遞交標書時，必須同時交付面額相等於六個月投標租金的支票或銀行本票乙張，抬頭人為「香港特別行政區政府」；該支票或本票的付款銀行，必須為根據《銀行業條例》第 16 條獲發牌的銀行。如交付支票，須由付款銀行證明直至 2017 年 6 月 29 日仍可兌現。政府未選定中標者前，不會把支票或本票兌現。如決定接納某份標書，隨標書交付的支票或本票，將視為該租賃協議第二附表所載特別條件第(5)條所述的按金。其他支票或本票將根據相關標書上的地址，全部退還給不中標的人士。

8. (a) 投標者如以附屬公司身分投標，須在標書上清楚列明其母公司的名稱及通訊地址，以及聯絡人姓名及電話號碼，包括圖文傳真號碼。

(b) 以投標者身分簽署標書的人士，除非在標書內說明僅為代理人，否則須視為投標者本人。投標者如果是代理人，便須同時說明投標者本人的姓名、地址及聯絡人的姓名。

(c) 標書批出後，政府在回應公眾／傳播媒介查詢時，可披露中標者及其母公司(如有的話)的身分。政府有權公布投標結果，事前無須徵得中標者及其母公司(如有的話)同意。

9. (a) 投標者以非法團商號或業務名義遞交標書時，須提交由稅務局局長發出的商業登記證的副本和商業登記冊內資料的摘錄的核證本，其上載有該商號或業務的獨資經營者或所有合夥人(視屬何情況而定)的姓名。

(b) 投標者以法團名義遞交標書時，須提交已送交公司註冊處存檔的組織章程細則、首任秘書及董事通知書、最新的周年申報表(如有的話)和秘書及董事資料更改通知書(如有的話)的副本各一份，詳載現任股東和董事的資料。

(c) 投標者須把上述文件放入上文第 4(b)(ii)段所提述的信封內。

10. 標書一經接納，中標者即成為承租人。承租人須於港島西及南區地政專員(下稱「地政專員」)發出通知後 7 日內簽署／簽立該租賃協議，繳付該租賃協議規定的首六個月及直至下季度首日前一段期間的租金。假如中標者的標書由他人代投，該租賃協議須由投標者本人簽署／簽立。假如中標者為合夥公司，或由他人代合夥公司投得，該租賃協議須由各合夥人簽署／簽立。倘若承租人在上述期限內未有簽署／簽立該租賃協議或支付租金，政府可強制執行或撤銷是次投標。若撤銷投標，承租人隨標書交付作為按金的款項將全數充公，而且

此舉無損政府就違約情況採取法律行動索償的權利。政府並可在其認為適當的時候，以其認為適當的方式，把該土地批租予他人、再次招標或以其他方法處理該土地。

11. 該土地受一份現仍生效的租約限制，租期將於 2017 年 6 月 5 日屆滿。現仍生效的租約屆滿，以及政府更有把握預算該土地可於何時交付中標者後，會請中標者簽署和簽立該租賃協議。中標者妥為簽署或簽立該租賃協議和繳付租金後，並在符合本公告第 13 段的規定下，該土地的管有權將於簽署該租賃協議的日期起計三個曆月內移交中標者。地政專員將發信通知移接管有權暨批租期開始的日期。地政專員對生效日期的決定，即為最終決定。

12. 中標者必須按照移接管有權當日該土地的狀況及情形接收該土地。

13. 儘管本招標公告內另有任何相反的規定，但政府現告知而所有投標者亦於此承諾並且無條件同意：

(a) 政府已向或將向該份現仍生效的租約的承租人(下稱「退租人」)送達遷出通知書，以終止租約；

(b) 儘管雙方妥為簽立該租賃協議，惟退租人倘因任何理由而未有於 2017 年 6 月 6 日把該土地騰空交回政府，則該租賃協議的生效日期須以政府從退租人取回該土地在法律上及實質上的空置管有權後之日起計，並由地政專員發信通知。在此情況下，租約生效日期及該租賃協議第一附表第(i)、(ii)及(iii)項所載的個別日期亦須作出相應修訂，惟本標書及該租賃協議所有其他條款及條件則保持不變。倘在 2017 年 9 月 5 日或之前，該土地的管有權仍未交付承租人，則任何一方可於給予另一方書面通知後，立即終止該租賃協議，而根據該租賃協議第二附表所載特別條件第 5 條，承租人已向政府繳付的按金及任何租金須予退還，但不附任何利息或補償，而任何一方亦不得就該土地或該租賃協議或由於該土地或該租賃協議所引起的任何事宜，以任何方式向另一方提出任何進一步的申索；以及

(c) 政府有權(但無責任)不要求中標者繳付上文規定的租金，直至政府已就該筆租金發出通知書為止。中標者須於通知書所指定的限期或之前，繳付上文規定的租金。

14. 中標者現再接受並同意，儘管該租賃協議已妥為簽立，但本招標公告第 13 段將繼續完全有效並具十足效力。

15. 在簽署和簽立租賃協議前，中標者可向地政專員申請租賃協議特別條件第 3(b)條所提述的書面批准，以繼續使用由退租人設置和營運的同一座摩天輪，而非投標申請表格附表 B 所載者。承租人須自行安排使用該座摩天輪，但

政府不會就摩天輪的狀況作出保證，亦無須就該項安排所引致的任何損失或損害承擔法律責任。

16. 如對是次招標有任何查詢，請向下列人員提出：

香港灣仔  
軒尼詩道 130 號  
修頓中心 20 樓  
港島西及南區地政專員  
(經辦人：蔡淑媚女士 電話號碼：2835 1634)

政府現特聲明，任何政府人員因應準投標者的任何查詢而發表的任何說明，不論口頭或書面說明，以及採取的任何行動，均僅作指引及參考用途。任何說明均不得視為本招標公告的構成部分。該等說明或行動亦不得及不得視為闡述、更改、否定、豁免或改變本招標公告或該租賃協議所載的任何條款或條件。

17. (a) 投標者如屬個人，必須提供其姓名、電話號碼、圖文傳真號碼、地址及身分證明文件號碼；如屬非法團商號，必須提供經營者／合夥人的身分證明文件號碼及商業登記號碼；如屬法人團體，則必須提供公司註冊編號。如投標者沒有提供上述資料，政府將無法考慮其標書；以及
- (b) 上述由地政總署收集的資料，供政府用於考慮本標書，亦可供地政總署作該等用途和轉移給其他政府部門作該用途。上述資料亦可在任何時間供政府用於考慮其他標書，並可供地政總署作該等用途和轉移給其他政府部門作該用途；以及
- (c) 投標者有權要求查閱和改正所提交的資料，負責處理要求的人員的姓名及聯絡地址載列如下：

香港灣仔  
軒尼詩道 130 號  
修頓中心 20 樓  
港島西及南區地政專員  
(經辦人：蔡淑媚女士 電話號碼：2835 1634)



**Information Note**

This Information Note is issued for the information of prospective tenderers for a tenancy of the Premises described in the First Schedule of the Tenancy Agreement as attached. It shall not form or be deemed to be part of the Tender Notice, Form of Tender and Tenancy Agreement (hereinafter collectively referred to as "the tender documents") nor any variation thereto. It shall not be taken into consideration in the interpretation or construction of the tender documents.

2. Prospective tenderers are requested to note the following new measures have been introduced :-

(I) New fire safety measures

Special Condition No. 7(c) of the Second Schedule of the Tenancy Agreement requires the tenant (i.e. successful tenderer) to install fire extinguisher(s) in the Premises and submit the certificate under Regulation 9 of Fire Services (Installations and Equipment) Regulations (Cap. 95B) ("Certificate") to the Director of Fire Services within 1 calendar month from the date of the tenancy agreement or such extended period as approved by the District Lands Officer. It is also stipulated in Special Condition No. 7(d) that the tenant is required to submit to the Director of Fire Services a scheme of fire service installations (including fire service installations (FSIs) layout plan(s) together with fire service notes and relevant FSIs schematic drawing(s) (if applicable)) for his approval within 3 calendar months from the date of the tenancy agreement or such extended period as approved by the District Lands Officer. These new measures are required for improving fire safety of the Premises. A copy of the General Fire Service Requirements for Short Term Tenancy is attached to the Information Note (Annex I) for reference. The tenant is also required to complete the works required to be done under the scheme as approved by the Director of Fire Services and submit the Certificate to the Director of Fire Services within six calendar months from the date the Director of Fire Services approved the Scheme or such extended period as approved by the District Lands Officer. If the tenant fails to comply with Special Condition No. 7, the Landlord shall have the right to terminate the tenancy. Special Conditions No. 7 also imposes on the tenant an on-going implementation obligation to the fire service installations throughout the term of the tenancy.

## General Fire Service Requirements for Short Term Tenancy

	Portable fire extinguisher	Emergency lighting	Directional and exit sign	Fire alarm system	Modified hose reel system	Sprinkler system
Type of fire services installations	Fire extinguisher shall be provided and shall be clearly indicated on plans.	Sufficient emergency lighting shall be provided throughout the entire structure and shall be clearly indicated on plans.	Sufficient directional and exit sign(s) shall be provided and shall be clearly indicated on plans.	Fire alarm system shall be provided throughout the entire structure with one actuation point and one audio warning device to be located at each hose reel point. This actuation point shall include facilities for fire pump start and audio warning device initiation.	A modified hose reel system supplied by a 2m <sup>3</sup> FS water tank shall be provided. There shall be sufficient hose reels to ensure that every part of each structure can be reached by a length of not more than 30m of hose reel tubing. The FS water tank, FS pump room and hose reel shall be clearly marked on plans	Sprinkler system shall be provided to the entire structure with the classification of occupancies and capacity of sprinkler tank and capacity clearly stated. The sprinkler tank, sprinkler pump room, sprinkler inlet and sprinkler control valve group shall be clearly marked on plans.
Occupancies		BS 5266: Part 1, BS EN 1838	BS 5266: Part 1, FSD Circular Letter 5/2008	BS 5839: Part 1: 2002 + A2: 2008, FSD Circular Letter 1/2009		BS EN 12845: 2003, FSD Circular Letter 3/2006
1 Open storage of combustibles, such as recycling site	√			√	√	
2 Open storage of non-combustibles or limited combustibles	√					
3 Sheds, open on 2 sides or more irrespective of its dimensions, without storage or storage of indisputable non-combustibles	√					
4 Sheds, open on 4 sides irrespective of its dimensions, used solely for loading/unloading	√					
5 Enclosed structures with total floor area < 230m <sup>2</sup> with access for emergency vehicles being provided to reach 30m travel distance from the structures	√					
6 Enclosed structures with total floor area < 230m <sup>2</sup> without access for emergency vehicles being provided to reach 30m travel distance from the structures	√				√	
7 Enclosed structures with total floor area > 230m <sup>2</sup>	√	√	√	√	√	√

Note: For other occupancies, provision of fire safety requirements shall be considered on case by case basis.

Remarks: (i) The tenant should install fire extinguisher(s) on the site within 1 month from the date of the Tenancy Agreement and submit the fire service installations certificate (FS 251) to FSD Planning Group.

(ii) Should the site involve recycling storage or structure(s) other than the watchmen's office and accommodation with total gross floor areas not exceeding 35m<sup>2</sup>, the Tenant shall, apart from fulfilling the requirement stipulated in (i), also submit fire service installations proposal to D of FS and obtain approval within 3 months from the date of the Tenancy Agreement. Installation works should be completed to the satisfaction of D of FS within 6 months from the approval date of fire service installations proposal.

(iii) For structures involving storage/use of Dangerous Goods, applicants are advised to approach FSD's Dangerous Goods Division for advice on licensing of the premises.  
Dangerous Goods Division,  
Licensing & Certification Command,  
3/F to 5/F, Fire Services Department Kwai Chung Office Building,  
86 Hing Shing Road, Kwai Chung, N.T.  
Telephone No. : 2417 5757 Fax No. : 2413 0873

(iv) If you have any enquiry about this set of requirements, please contact the Planning Group of Fire Services Department:  
Kowloon, Lantau Island and Outlying Islands : 2733 7736 / 2733 7738  
Hong Kong Island, Sai Kung, Tseung Kwan O, Shatin, Tai Po and Fanling : 2733 7735 / 2733 7739  
Tsuen Wan, Tuen Mun, Tin Shui Wai, Yuen Long, Kwai Tsing and Lau Fau Shan : 2733 7737 / 2733 7758

(v) When an applicant submit FSIs proposal to the Fire Services Department (FSD) for approval, the applicant should submit a set of layout plans, preferably through an FSI contractor ([http://www.hkfsd.gov.hk/home/eng/source/FSIC\\_list\\_eng.pdf](http://www.hkfsd.gov.hk/home/eng/source/FSIC_list_eng.pdf)), to FSD. The layout plans should, as far as possible, adhere to the following format and information:

- (a) the layout plan(s) should be drawn to scale with metric dimensions of the structures;
- (b) the subject lot(s) and position of the structure(s) therein should be clearly marked on the plans;
- (c) construction of the structure(s) (e.g. container-converted, tin-sheeted, etc.) should be stated on the plans;
- (d) usage of each floor and compartment should be clearly marked on the plans;
- (e) all means of exit of the structures should be marked on the submitted plans;
- (f) in the form of notes, list out the fire service installations and equipment to be provided for the structures; and
- (g) the locations of the proposed fire service installations for the structures should be marked on the submitted plans.



## 資料便覽

本資料便覽旨在提供有關隨附租賃協議第一附表中所述土地的租賃資料，以供有意投標者參考。本便覽不構成亦不得視為構成招標公告、投標表格及租賃協議(以下合稱「招標文件」)的一部分，或視為構成對招標文件的任何更改，在對招標文件作出詮釋或解釋時無須考慮本便覽。

2. 有意投標者務須留意以下新措施：

(I) 新的消防安全措施

租賃協議第二附表所載特別條件第 7(c)條規定，承租人(即中標者)須於租約日期起計一個曆月內或地政專員核准的延長期限內，在有關土地內安裝滅火筒，並向消防處處長提交《消防(裝置及設備)規例》(第 95B 章)第 9 條所規定的證明書(下稱「證明書」)。特別條件第 7(d)條亦訂明承租人須在租約日期起計三個曆月內或地政專員核准的延長期限內，把消防裝置計劃(包括消防裝置圖則連同消防裝置備註及相關的消防裝置簡圖(如適用))提交消防處處長批准。採取這些新措施是為改善有關土地的消防安全。本便覽附有一份「短期租約的一般消防規定」(附件一)，以供參考。承租人亦須在消防處處長批准消防裝置計劃之日起計六個曆月內或地政專員核准的延長期限內，按照消防處處長批准的消防裝置計劃完成所規定的工程，並向消防處處長提交證明書。倘若承租人未有遵守特別條件第 7 條的規定，業主將有權終止租約。特別條件第 7 條亦規定，承租人於整段租賃期內就消防裝置有持續落實的義務。

短期租約的一般消防規定

手提滅火筒	應急照明設施	方向及出口指示牌	火警警報系統	消防喉輦系統	花灑系統
須提供認可的手提滅火筒，並在圖則上清楚標明有關位置。	須為每座建築物提供足夠的應急照明設施，並在圖則上清楚標明有關位置。	須提供足夠的方向及出口指示牌，並在圖則上清楚標明有關位置。	須為每座建築物安裝火警警報系統。每個消防喉輦放置地點須設有啟動按鈕及聲警警報裝置各一個。此啟動按鈕應包括啟動消防水泵及聲警警報裝置的設施。	每項申請須安裝配備兩立方米容量消防喉輦系統，並設有足夠的喉輦，以確保長度不超過 30 米的滅火喉或喉輦膠喉可到達每座構築物的任何部分。此外，亦須在圖則上清楚註明消防水缸、消防泵及消防喉輦的位置。	整座構築物須安裝花灑系統，使用性質的分類及花灑水缸容量須清楚標明。此外，亦須在圖則上清楚註明花灑水缸、花灑泵房、花灑入水掣及花灑控制閥組的位置。
	BS 5266:第 1 部分、BS EN 1838	BS 5266:第 1 部分、消防處通函第 5/2008 號	BS 5839:第 1 部分、2002 + A2: 2008、消防處通函第 1/2009 號		BS EN 12845: 2003、消防處通函第 3/2006 號
√	√	√	√	√	
√					
√					
√					
√					
√	√	√	√	√	√
√	√	√	√	√	√

消防裝置種類

參考標準

使用情況

- 露天貯存易燃物品，例如回收場
- 露天貯存非易燃物品或有限數量的易燃物品
- 兩面或以上開放的棚架(不作貯存用途或用以存放不可燃物品)，長/闊/高度不限
- 四面開放的棚架，長/闊/高度不限，只用作起卸貨物
- 總樓面面積小於 230 平方米的密封式構築物，設有通道
- 總樓面面積小於 230 平方米的密封式構築物，不設有通道
- 總樓面面積超過 230 平方米的密封式構築物

其他使用情況，則會作個別考慮。

備註：(i) 承租人必須於租約日期起計一個月內，在有關土地設置滅火筒，並須提交消防裝置及設備證書(FS251)予消防處總部策劃組。

(ii) 如土地涉及貯存回收物料，或總樓面面積小於35平方米的看守員辦公室及房舍以外的構築物，承租人除須遵辦第(i)項訂明的規定外，亦須在租約日期起計三個月內，向消防處處長提交消防裝置建議並取得批准。安裝工程須在消防裝置建議獲批准的日期起計六個月內完成，並且須令消防處處長滿意。

(iii) 構築物如涉及危險品的貯存或使用，申請人應就有關土地發牌事宜，向消防處危險品課徵詢意見。

牌照及審批總區

危险品課

新界葵涌興盛路86號

消防處葵涌辦公大樓3-5字樓

電話：2417 5757 傳真：2413 0873

(iv) 如有任何疑問，請致電消防處總部策劃組查詢。各區負責人員的聯絡電話如下：

九龍、大嶼山及離島：2733 7736 / 2733 7738

港島、西貢、將軍澳、沙田、大埔及粉嶺：2733 7735 / 2733 7739

荃灣、屯門、天水圍、元朗、葵青及流浮山：2733 7737 / 2733 7758

(v) 申請人提交消防裝置建議予消防處審批時，應自行或委託註冊消防裝置承辦商([http://www.hkfsd.gov.hk/home/chi/source/FSIC\\_list\\_chi.pdf](http://www.hkfsd.gov.hk/home/chi/source/FSIC_list_chi.pdf))繪製一組圖則呈交消防處。有關圖則應盡可能符合以下格式，

並包括下列資料：

- (a) 圖則須按比例繪製，並以十進制單位標示構築物的尺寸；
- (b) 須在圖則上清楚標明有關地段及構築物所在位置；
- (c) 須在圖則上註明構築物的建築方式(例如由貨櫃改裝、以鐵皮搭建等等)；
- (d) 須在圖則上清楚標明各樓層及隔室的用途；
- (e) 須在所遞交的圖則上，標明構築物的所有出路設施；
- (f) 須以備註的方式，列出將為構築物提供的消防裝置及設備；以及
- (g) 須在所遞交的圖則上，標明構築物的建議消防裝置所在位置。





**Checklist for Submission of Tender**

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

2. The relevant address label at the bottom of this checklist may be used on the envelope for submitting the tender.
  
3. Tenderers should note that their tenders may be invalidated if the information in the Form of Tender and the Tender Application Form is incorrectly completed, signed or the required documents are not provided together with the Form of Tender and the Tender Application Form. Please also ensure that the outside of the two sealed envelopes should not bear any indication which may relate the tender to tenderers and the tender submission shall be dropped in the correct tender box for this tender before the deadline as prescribed in the Tender Notice.

**CHECKLIST**

Tick and  
move to the  
next step

**(A) Completion of the Form of Tender**

- |   |                          |
|---|--------------------------|
| (1) Have you filled in all the blanks in the Form of Tender ?   | <input type="checkbox"/> |
| (2) Have you dated the Form of Tender ?   | <input type="checkbox"/> |
| (3) If the tender is submitted by an individual, have you signed the Form of Tender? Please also fill in your name, address, telephone number and facsimile number in the Form of Tender.   | <input type="checkbox"/> |
| (4) If the tender is submitted by a company, have you executed the Form of Tender? Please also fill in your authorized officer(s)' name, address, telephone number and facsimile number in the Form of Tender.  | <input type="checkbox"/> |
| (5) If the tender is submitted by a <b>subsidiary company</b> , have the particulars of the parent company including the name, correspondence address, name of contact person, telephone number and facsimile number been filled in the Form of Tender? | <input type="checkbox"/> |
| (6) Have you completed the Form of Tender in triplicate?  | <input type="checkbox"/> |

**(B) Accompanied documents**

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

OR

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

(b) Has the cheque been certified good for payment up to 29 June 2017 by the bank on which it is drawn? A sample of certified good cheque is attached at Annex I for reference.

(8) If the tender is submitted by way of an **unincorporated firm or business**, have you enclosed the documents set out below?

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

(ii) Certified Extracts of Information on the Business Register from the Commissioner of Inland Revenue.

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

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

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

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

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

**(C) Completion of the Tender Application Form**

- (10) Have you read the notes in the first page of Tender Application Form ?
- (11) Have you filled in all the blanks in the Tender Application Form ?
- (12) Did you complete the form with reference to other tender documents including the Marking Scheme and Tenancy Agreement ?
- (13) Have you attached the supplementary information and/or supporting evidence required ?
- (14) Have you attached the supplementary sheets after the Tender Application Form if they are added ?
- (15) Have you completed the part of Declaration and Consent of the Tenderer in the Tender Application Form ?
- (16) Did you initial at the lower right hand corner of each page of the Tender Application Form, supplementary sheets used, and supplementary information and/or supporting evidence attached ?
- (17) Have you completed the Tender Application Form in triplicate ?

Address Label for the Envelope

The Chairman, Central Tender Board

Tender for Tenancy Agreement No.NHX-805: Rent Submission

Government Logistics Department Tender Box

Ground Floor

North Point Government Offices

333 Java Road, North Point

Hong Kong

The Chairman, Central Tender Board

Tender for Tenancy Agreement No.NHX-805: Technical Submission

Government Logistics Department Tender Box

Ground Floor


North Point Government Offices

333 Java Road, North Point


Hong Kong

**Sample of a cheque which has been certified good by the drawee bank**

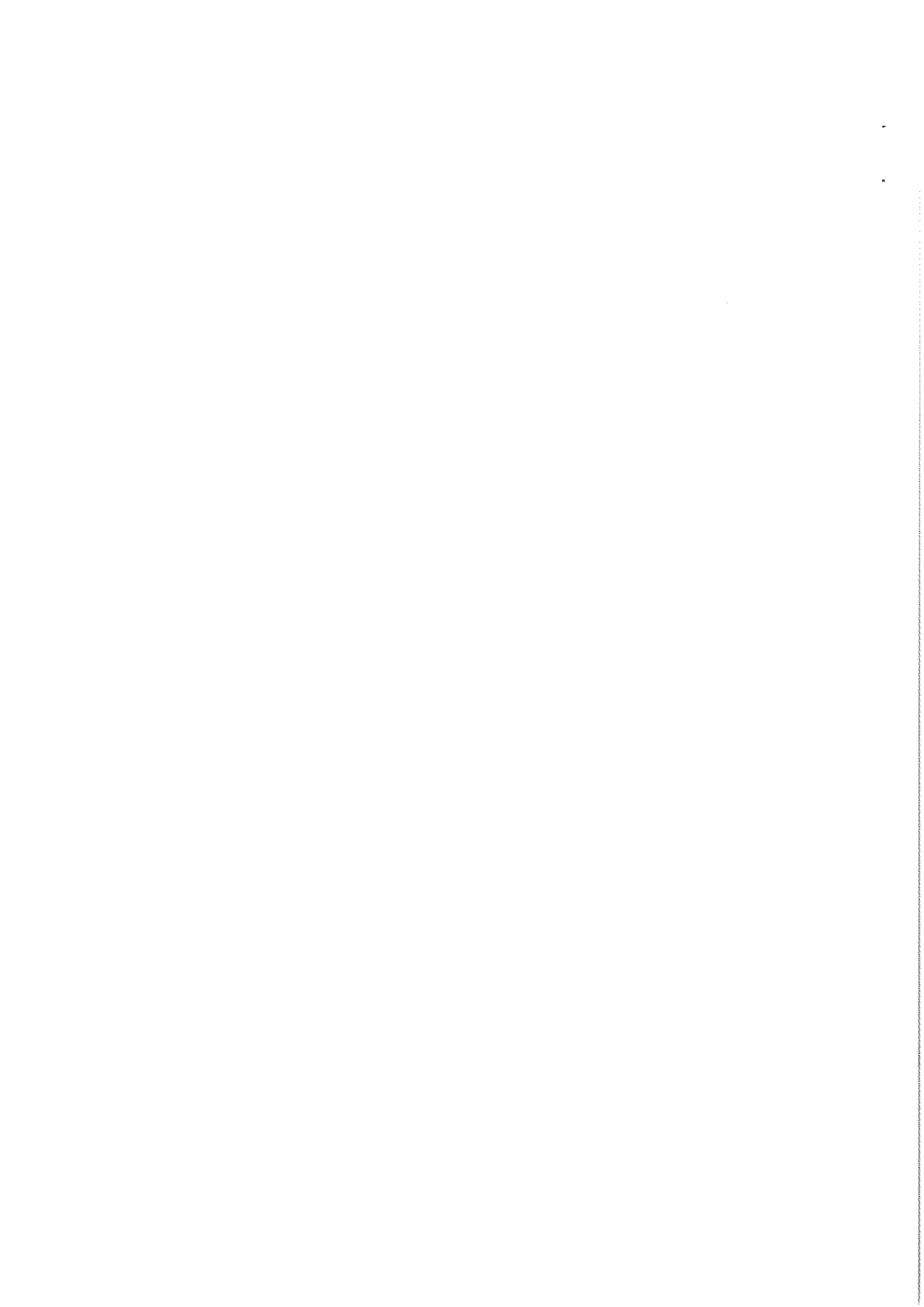
**FRONT**

XX 銀行有限公司 XXXX Bank Limited	25      6      2010 Day 日    Month 月    Year 年	
祈付 Pay	The Government of the Hong Kong Special Administrative Region	或持票人 or bearer
港幣 HK Dollars	One Million only	<div style="border: 1px solid black; padding: 5px; display: inline-block;">                     HK \$ 1,000,000.00                 </div>
_____  XXX Company Limited	For and on behalf of XXX Company Limited XXX 有限公司	  ..... Authorized Signature(s)

**BACK**

For clearing use 結算專用	For bank / customer use 銀行 / 客戶專用																				
	We certify that the cheque is good for payment till *24-09-2010 inclusive																				
	For and on behalf of XXXX Bank Limited Mongkok Branch																				
	  ..... Authorized Signature(s)																				
	<table border="1" style="width: 100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td> </tr> </table> Account Number 帳戶號碼																				

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





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



Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 .

Signature of Tenderer OR Seal of Tenderer and  
signature(s) of authorized officer(s)

\_\_\_\_\_  
Name(s) of authorized officer(s) in block letters \_\_\_\_\_

Identity Document Number of Tenderer  
(in case of individual) \_\_\_\_\_

Identity Document Number of proprietor/partners  
(in case of unincorporated firm) \_\_\_\_\_

Business Registration Number of Tenderer  
(in case of unincorporated firm) \_\_\_\_\_

Company Registration Number of Tenderer  
(in case of corporate body) \_\_\_\_\_

Address of Tenderer in block letters \_\_\_\_\_  
\_\_\_\_\_

Telephone Number \_\_\_\_\_ Facsimile Number \_\_\_\_\_

Particulars of Parent Company (if appropriate) :

Name in block letters \_\_\_\_\_

Address in block letters \_\_\_\_\_  
\_\_\_\_\_

Name of Contact Person(s) \_\_\_\_\_

Telephone Number \_\_\_\_\_ Facsimile Number \_\_\_\_\_

Notes (1) Tenders will not be considered unless they are accompanied by the deposit required under paragraph No. 7 of the Tender Notice.



## 投標表格

現按照夾附的租賃協議(下稱「該租賃協議」)所指明的條款及條件，以及以下所指明的月租，投標租賃位於香港中環九號碼頭與中環十號碼頭前面的一幅政府土地。

致： 香港北角渣華道 333 號北角政府合署 20 樓  
地政總署署長

本人／我們\_\_\_\_\_

經細讀前述的招標公告及租賃協議，並審閱其中所提述的圖則，現擬按照該招標公告及該租賃協議所載的條款及條件，向香港特別行政區政府租用上述政府土地，作租賃協議第一附表所指明的用途，月租港幣\_\_\_\_\_圓 (HK\$ \_\_\_\_\_)，批租期先定為三年，其後按季續租。

2. 本標書如獲接納，在該租賃協議簽署或簽立前，但在本招標公告第 13 及第 14 段的規限下，本標書連同接納書將構成本人／我們與香港特別行政區政府之間具有約束力的協議。

3. 現交付港幣\_\_\_\_\_圓的支票乙張(已由付款銀行在票上註明直至 2017 年 6 月 29 日仍可兌現)，抬頭人為「香港特別行政區政府」(下稱「政府」)／港幣\_\_\_\_\_圓的本票乙張。本標書如獲接納，該筆款項會作按金用途。

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

(b) 本人同意政府及其人員可使用依據招標公告第 17(a)段收集的資料，以及本人／我們過往、現在或將來履行或違反任何政府土地租契條款及條件的資料，供政府用於考慮本標書，而地政總署亦可把有關資料用作該等用途，並可把有關資料轉移給其他政府部門作該用途；本人亦同意有關資料可在任何時間供政府用於考慮其他標書，而地政總署亦可把有關資料用作該等用途，並可把有關資料轉移給其他政府部門作該用途。

- (c) 本人亦確認，為免生疑問以及不論是否為施行《個人資料(私隱)條例》(第 486 章)，即使本標書不獲政府接納，招標公告第 17 段及本投標表格第 4 段所作規定包括當中所述的同意仍繼續完全有效並具十足效力。如本標書獲政府接納，上述規定和同意在簽立租賃協議及租賃後仍然留存，並且即使有關租賃期滿或終止仍繼續完全有效並具十足效力。

20 年 月 日

投標者簽署或投標者蓋章及

獲授權人員簽署\_\_\_\_\_

獲授權人員姓名(請以正楷書寫)

投標者身分證明文件號碼

(如屬個人) \_\_\_\_\_

經營者／合夥人身分證明文件號碼

(如屬非法團公司) \_\_\_\_\_

投標者商業登記號碼

(如屬非法團公司) \_\_\_\_\_

投標者公司註冊編號

(如屬法人團體) \_\_\_\_\_

投標者地址(請以正楷書寫)

電話號碼\_\_\_\_\_

圖文傳真號碼\_\_\_\_\_

母公司詳情(如適用)：

名稱(請以正楷書寫)\_\_\_\_\_

地址(請以正楷書寫)\_\_\_\_\_

聯絡人姓名\_\_\_\_\_

電話號碼\_\_\_\_\_

圖文傳真號碼\_\_\_\_\_

註：(1) 投標時如不同時交付招標公告第 7 段所規定的按金，標書不會獲得考慮。



**Short Term Tenancy No. NHX-805**  
**Government Land in front of Central Piers No. 9 and No. 10**  
*for Operation of Observation Wheel and Ancillary Facilities*

**Tender Application Form**

1. This Tender Application Form including all its schedules should be duly completed by the Tenderer. Please refer to the other tender documents, including the Marking Scheme, when completing the Tender Application Form.
2. Please attach sheets if more space is required. The supplementary sheets will form part of this Tender Application Form.
3. Please attach supplementary information and/or supporting evidence as deemed appropriate.
4. The Tenderer shall initial at the lower right hand corner of each page (i.e. this Tender Application Form and any supplementary sheets) to confirm that all the information provided in each page is submitted by the Tenderer authentic.
5. The information provided by the Tenderer will be used for technical evaluation.
6. The information provided in this Tender Application Form shall not bear any direct, implicit or implied indication of the rent to be offered by the Tenderer.
7. The Tender Application Form needs to be accompanied by documents referred to in paragraph no. 9(a) and 9(b) of the Tender Notice, as appropriate.

## **Part I Interpretation**

The following definitions shall apply to the Tender Application Form.

- “Amusement Rides” Means “amusement ride” given in Section 2(1) of the Amusement Rides (Safety) Ordinance (Cap. 449).
- “Ancillary Facilities” Means facilities for –
- (i) Events/Activities;
  - (ii) provision of food and beverage;
  - (iii) retail; and
  - (iv) other uses ancillary to the operation of the Premises.
- “Binding Proposal” Means the proposal either in number, writing, layout plan(s) or other forms that the Tenderer shall submit under Schedules B, C, D, E and F in the Tender Application Form and implement in accordance with Special Condition No. 3 in the Second Schedule to the Tenancy Agreement.
- “Charitable Organisation” Means an institution that is exempted from tax under section 88 of the Inland Revenue Ordinance.
- “Elderly” Means a person aged 65 or above.
- “Event/Activity” Means event, activity and other thing which falls under the definition of “entertainment” in Section 2 of the Places of Public Entertainment Ordinance (Cap 172).
- “Government” Means the government of the Hong Kong Special Administrative Region of the People’s Republic of China
- “Observation Wheel” Means a large wheel which stands in a vertical position, with seats hanging at its edge for people to ride in; also known as “Big Wheel” or “Ferris Wheel”.
- “Person with Disability” Means a person with –
- (i) total or partial loss of the person’s bodily or mental functions; or
  - (ii) total or partial loss of a part of the person’s body; or
  - (iii) malfunction, malformation or disfigurement of a part of the person’s body; or
  - (iv) Registration Card for People with Disabilities issued by the Labour and Welfare Bureau.



“Premises”	Means the Premises as referred to in Clause 1 of the Tenancy Agreement.
“Relevant Experience”	Means experience in planning, operating and managing Observation Wheel(s) and/or theme park(s)/carnival(s) with Amusement Rides.
“Supporting Facilities”	Means facilities such as lighting, seating, shading, signage, at grade access, etc. to support the operation of the Observation Wheel and Ancillary Facilities so as to facilitate public enjoyment at the Premises.
“Tenancy Agreement”	Means the Tenancy Agreement No. NHX-805 of the Premises between the Government of the Hong Kong Special Administrative Region as the landlord of the one part and the tenant of the other part.
“Tenancy Period”	Means the term set out in the First Schedule to the Tenancy Agreement.
“Tenderer”	Means a person who submits a tender in response to the Tender Notice of STT No. NHX-805; and references to “person” shall include any individuals, companies, joint ventures and partnership of individuals and/or companies.

**Part II Essential Requirements**

**Schedule A: Essential Requirement (A) – Track Record**

- Important Note:**
- The Tenderer shall refer to the Essential Requirement (A) and Note 1 of the Marking Scheme when completing this part of the Tender Application Form.
  - The Tenderer shall submit documentary evidence to demonstrate that Essential Requirement (A) is satisfied.
  - Separate sheets may be added as necessary.

Please set out in the table below Relevant Experience in the ten years immediately preceding the 30th day of December 2016.

Name of the Company	Tenderer/Joint Venture (* please choose one) (e.g. if the name of the company is the Tenderer, please fill in "Tenderer"; if name of the company is a participant or a shareholder of a joint venture which is the Tenderer, please fill in "Joint Venture")	Months of Relevant Experience (from [Month/Year] to ([Month/Year]) (e.g. 24 months from April 2013 to March 2015)	Location (Country and city)	Name and Nature of the Relevant Experience (e.g. whether it is an Observation Wheel, a theme park/carnival with amusement rides, etc.)	Major Incidents of all Amusement Rides of the Tenderer/Joint Venture due to Equipment Failure or Operator's Fault (e.g. incident resulting in fatality or serious injury of passengers, or prolonged trapping of passengers at high level or in unordinary orientation)

**Initial**

**Schedule B: Essential Requirement (B) –  
Binding Proposal for the Observation Wheel**

**Important Note:**

- The Tenderer shall refer to the Essential Requirement (B) of the Marking Scheme when completing this part of the Tender Application Form.
- The Tenderer shall submit documentary evidence to demonstrate that the Essential Requirement (B) is satisfied.
- Separate sheets may be added as necessary.

Please set out in the table below information on the Observation Wheel that shall be erected on the Premises.

<b>(i) Particulars of manufacturer</b>	
<b>(ii) Model number</b>	
<b>(iii) Country of origin</b>	
<b>(iv) Date the Observation Wheel first operated (if an Observation Wheel currently or has been in operation is proposed), OR Fill in "New" if a new Observation Wheel is to be ordered, manufactured and installed</b>	
<b>(v) Physical size with dimension</b>	
<b>(vi) Diameter of the Observation Wheel</b>	
<b>(vii) Maximum number of passengers can be carried in a carrying unit</b>	
<b>(viii) Provision of air-condition in each of the carrying units</b>	
<b>(ix) Number of passenger carrying units</b>	
<b>(x) Maximum weight can be carried for</b>	
<b>(xi) Standby power generator capable of powering the Observation Wheel for rescue purposes</b>	

Please note that the proposal provided in this schedule is a **Binding Proposal** in accordance with Special Conditions No. 3(a), 3(b) and 3(e) in the Second Schedule to the Tenancy Agreement if the Tenderer is awarded of the Tenancy Agreement.

**Part III Binding Proposals**

**Schedule C: Binding Proposal for the Overall Design of the Premises for Operating an Observation Wheel and Ancillary Facilities**

**Important Note:**

- The Tenderer shall refer to paragraph 1.3(c), the Assessment Criterion A and Notes 2 and 5 of the Marking Scheme when completing this part of the Tender Application Form.
- Separate sheets may be added as necessary.

Please set out below an **overall design proposal** (including but not limited to written description, conceptual design and layout plan) for the Premises to be used for operating the Observation Wheel specified in Schedule B of this Tender Application Form and Ancillary Facilities to promote harbourfront enhancement –

Please note that the proposal provided in this schedule is a **Binding Proposal** in accordance with Special Conditions No. 3(a) and 3(e) in the Second Schedule to the Tenancy Agreement if the Tenderer is awarded of the Tenancy Agreement.

**Schedule D: Binding Proposal for the Operation, Management and Promotion of the Observation Wheel**

**Important Note:**

- The Tenderer shall refer to paragraph 1.3(c), the Assessment Criterion B and Notes 3 to 5 of the Marking Scheme when completing this part of the Tender Application Form.
- Separate sheets may be added as necessary.

Please set out below a **proposal** for operating, managing and promoting the Observation Wheel at the Premises. The proposal should include the items under Schedules D1 and D2 below.

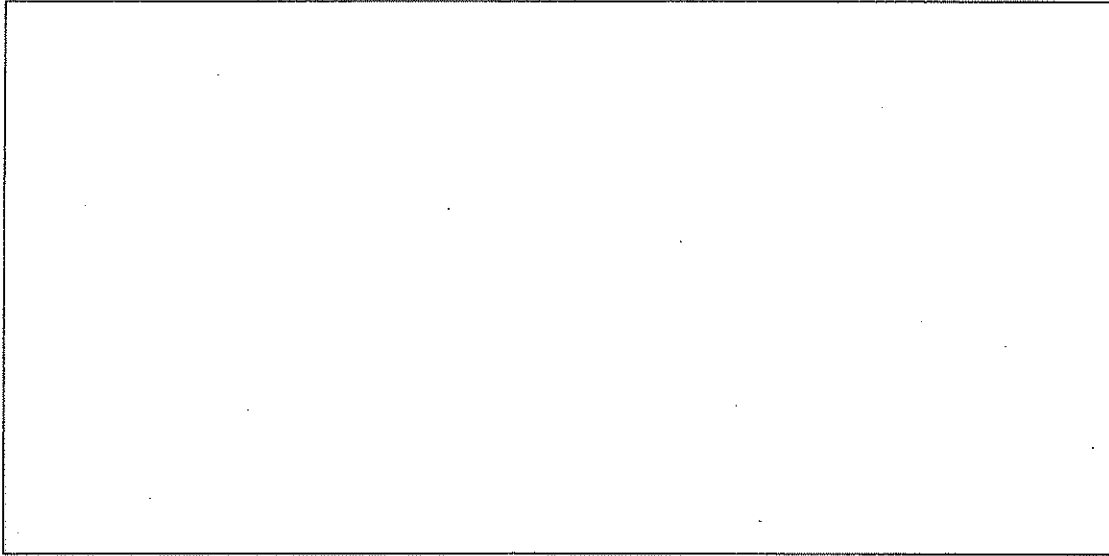
Please note that the proposal provided in this schedule is a **Binding Proposal** in accordance with Special Conditions No. 3(a) and 3(e) in the Second Schedule to the Tenancy Agreement if the Tenderer is awarded of the Tenancy Agreement.

**D1. Operation and Management**

Please outline a plan on operating and managing the Observation Wheel at the Premises as follows –

**D2. Promotion**

Please outline a promotion plan to attract visitors to take a ride on the Observation Wheel at the Premises as follows –



<u>Initial</u>
----------------

**Schedule E: Binding Fee Proposal**

**Important Note:**

- The Tenderer shall refer to paragraph 1.3(c), Assessment Criterion C and Notes 6 and 7 of the Marking Scheme when completing this part of the Tender Application Form.
- Separate sheets may be added as necessary.

**E1. The minimum spending for a member of the public to take a single ride on the Observation Wheel (“Minimum Spending”) is –**

HKD\$:

*(\* Please specify if the Minimum Spending shall be different at different times/days of a day/week and list out all the options.)*

**Explanation on how the “Minimum Spending” provided above is derived is as follows –**

**E2. The percentage(s) of discount offered for Elderly, Persons with Disability and children aged 3 to 11 years old is/are –**

	Percentage of Discount
<b>Elderly</b>	% of the original price
<b>Persons with disabilities</b>	% of the original price
<b>Children aged 3 to 11 years old</b>	% of the original price

Please note that the proposal provided in this schedule is a **Binding Proposal** in accordance with Special Conditions No. 3(a), 3(c) and 3(e) in the Second Schedule to the Tenancy Agreement if the Tenderer is awarded of the Tenancy Agreement.

**Schedule F: Binding Proposal on Community Engagement**

**Important Note:**

- The Tenderer shall refer to paragraph 1.3(c), Assessment Criterion D and Notes 5, 8 and 9 of the Marking Scheme when completing this part of the Tender Application Form.
- Separate sheets may be added as necessary.

Please set out below a **proposal** to engage the community. The proposal should include the items under Schedules F1 and F2 below.

Please note that the proposal provided in this schedule is a **Binding Proposal** in accordance with Special Conditions No. 3(a), 3(d) and 3(e) in the Second Schedule to the Tenancy Agreement if the Tenderer is awarded of the Tenancy Agreement.

**F1. Minimum percentage of the total number of all tickets sold in the same year for free distribution through Charitable Organisations for a single ride on the Observation Wheel in each year of the Tenancy Period is –**

\_\_\_\_\_ % of the total number of all tickets (full price and discounted tickets alike) sold in the same year

**F2. Other details of the Binding Proposal on Community Engagement**

In addition to the minimum number of free tickets undertaken to be distributed in Schedule F1 above, please outline a plan to engage the community, in particular to facilitate the underprivileged, Persons with Disability and grassroots to visit the Observation Wheel as follows –

[Empty box for F2 details]

**Initial**



**Part IV Others**

**Schedule G: Declaration and Consent of the Tenderer**

To the Government of the Hong Kong Special Administrative Region

I/We certify that all the information given in this Tender Application Form is true and accurate. I/We understand that any false or inaccurate information will render the tender invalid.

I/We agree that all the information provided in this Tender Application Form will be used by the Government to process the tender and related purposes. I/We also agree that all the information contained in this Tender Application Form may be disclosed by the Government, if necessary.

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

I/We undertake to implement the proposals in Schedules B, C, D, E and F in accordance with Special Condition No. 3 in the Second Schedule to the Tenancy Agreement if the Tenderer is awarded of the Tenancy Agreement.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2016

**[In the case where the Tenderer is an individual]**

SIGNED, SEALED and DELIVERED by )  
 )  
 )

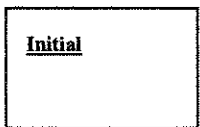
\_\_\_\_\_  
Name:  
Signature of witness:

**[In the case where the Tenderer is a company]**

SEALED with the COMMOM SEAL OF )  
 )  
\_\_\_\_\_  
which is AFFIXED in the presence )  
of and SIGNED by )  
 )  
\_\_\_\_\_  
duly authorized by its board of director and in compliance with )  
its Articles of Association witnessed by )

Name:  
Signature of witness:

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



**[In the case where the Tenderer is an unincorporated joint venture, execution under seal by all the participants of the unincorporated joint venture as below is required]**

SIGNED, SEALED and DELIVERED by )  
 )  
 )

\_\_\_\_\_  
Name:  
Signature of witness:

And

SEALED with the COMMOM SEAL OF )  
\_\_\_\_\_)  
which is AFFIXED in the presence )  
of and SIGNED by )  
\_\_\_\_\_)  
duly authorized by its board of director and in compliance with )  
its Articles of Association witnessed by )

Name:  
Signature of witness:

**[In the case where the Tenderer is a partnership of individuals and/or companies, execution under seal by all the participants of the partnership as below is required]**

SIGNED, SEALED and DELIVERED by )  
 )  
 )

\_\_\_\_\_  
Name:  
Signature of witness:

and

SEALED with the COMMOM SEAL OF )  
\_\_\_\_\_)  
which is AFFIXED in the presence )  
of and SIGNED by )  
\_\_\_\_\_)  
duly authorized by its board of director and in compliance with )  
its Articles of Association witnessed by )

Name:  
Signature of witness:

Note (i) All the particulars required above must be provided.  
(ii) Strike out clearly items / alternatives which are not applicable.

- End -



**Short Term Tenancy No. NHX-805**  
**Government Land in front of Central Piers No. 9 and No. 10**  
*for Operation of Observation Wheel and Ancillary Facilities*

**Marking Scheme**

**Section 1     Marking Scheme**

1.1 The following definitions shall apply to the Marking Scheme.

- “Amusement Rides”     Means “amusement ride” given in Section 2(1) of the Amusement Rides (Safety) Ordinance (Cap. 449).
- “Ancillary Facilities”     Means facilities for –
- (i)     Events/Activities;
  - (ii)    provision of food and beverage;
  - (iii)   retail; and
  - (iv)    other uses ancillary to the operation of the Premises.
- “Binding Proposal”     Means the proposal either in number, writing, layout plan(s) or other forms that the Tenderer shall submit under Schedules B, C, D, E and F in the Tender Application Form and implement in accordance with Special Condition No. 3 in the Second Schedule to the Tenancy Agreement.
- “Charitable Organisation”     Means an institution that is exempted from tax under section 88 of the Inland Revenue Ordinance.
- “Conforming Tender”     Means a tender which passed Stage 1, Stage 2 and Stage 3 Assessments in the Marking Scheme.
- “Elderly”     Means a person aged 65 or above.
- “Event/Activity”     Means event, activity and other thing which falls under the definition of “entertainment” in Section 2 of the Places of Public Entertainment Ordinance (Cap 172).
- “Government”     Means the government of the Hong Kong Special Administrative Region of the People’s Republic of China
- “Observation Wheel”     Means a large wheel which stands in a vertical position, with seats hanging at its edge for people to ride in; also known as “Big Wheel” or “Ferris Wheel”.
- “Person with Disability”     Means a person with –
- (i)     total or partial loss of the person’s bodily or mental functions; or

- (ii) total or partial loss of a part of the person's body; or
- (iii) malfunction, malformation or disfigurement of a part of the person's body; or
- (iv) Registration Card for People with Disabilities issued by the Labour and Welfare Bureau.

“Premises” Means the Premises as referred to in Clause 1 of the Tenancy Agreement.

“Relevant Experience” Means experience in planning, operating and managing Observation Wheel(s) and/or theme park(s)/carnival(s) with Amusement Rides.

“Supporting Facilities” Means facilities such as lighting, seating, shading, signage, at grade access, etc. to support the operation of the Observation Wheel and Ancillary Facilities so as to facilitate public enjoyment at the Premises.

“Tenancy Agreement” Means the Tenancy Agreement No. NHX-805 of the Premises between the Government of the Hong Kong Special Administrative Region as the landlord of the one part and the tenant of the other part.

“Tenancy Period” Means the term set out in the First Schedule to the Tenancy Agreement.

“Tenderer” Means a person who submits a tender in response to the Tender Notice of STT No. NHX-805; and references to “person” shall include any individuals, companies, joint ventures and partnership of individuals and/or companies.

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

(a) technical proposal for set-up, operation and management of an Observation Wheel of diameter not less than 55 meters and Ancillary Facilities at the Premises; and

(b) monthly rental offers.

1.3 The tender evaluation procedure includes the following five stages:

(a) Stage 1 Assessment – Completeness Checking

Tenders will be specifically checked by two separate teams to see whether (i) the Tender Application Form and (ii) the Form of Tender as required in paragraph 2 of the Tender Notice have been submitted on or before the 30th day of December 2016, or if this tender closing date has been extended, the

extended date. A tender which does not contain either (i) the Tender Application Form, or (ii) the Form of Tender, or (iii) both of the Tender Application Form and Form of Tender as required in paragraph 2 of the Tender Notice will not be considered further.

(b) Stage 2 Assessment – Essential Requirements

Tenders which have passed the Stage 1 Assessment will be checked to see whether they satisfy the essential requirements set out in Section 2 of this Marking Scheme. Tenders failing to satisfy any of the essential requirements will not be considered further.

(c) Stage 3 Assessment – Technical Assessment

Tenders, which have passed Stage 1 Assessment and Stage 2 Assessment, will be assessed according to the assessment criteria set out in Section 3. The overall technical mark of each tender will be the sum of marks awarded under all Assessment Criteria A to D set out in Section 3. To qualify for Stage 4 Assessment, a tender must attain the passing mark for Assessment Criterion A. Tender which fails to satisfy the passing mark requirement will not be considered further.

The total number of pages of all four proposals submitted by a Tenderer for Assessment Criteria A to D shall not be more than the maximum limit of 50 pages in A3 size in total including text, drawings, charts, etc. One mark will be deducted from the overall technical mark in respect of each page that exceeds the maximum limit subject to the deduction ceiling of five (5) marks. Tenderer's proposals for Assessment Criteria A to D that exceeds the maximum page limit would still be assessed and shall be implemented in accordance with Special Condition No. 3 in the Second Schedule to the Tenancy Agreement if the Tenderer is awarded of the Tenancy Agreement. Other information such as documentary evidence as requested under Schedules A to B of the Tender Application Form shall be included in appendices separately bound, which will not be included in the counting of pages under the Tenderer's four proposals for Assessment Criteria A to D together.

A maximum Weighted Technical Score of 40 will be allocated to the Conforming Tender which has attained the highest overall technical mark. The Weighted Technical Score of the other Conforming Tenders will be calculated in accordance with the following formula:

<b>Weighted Technical Score</b>	<b>= 40 x</b>	$\frac{\text{Overall technical mark ofthe Conforming Tender being considered}}{\text{Highest overall technical markamong all Conforming Tenders}}$
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(d) Stage 4 Assessment – Calculation of Weighted Rent Score

Conforming Tenders will be specifically checked to see whether the Form of Tender together with cheque or cashier's order as required in paragraph 4(b)(i) of the Tender Notice have been submitted. A Conforming Tender, which does not contain the Form of Tender together with cheque or cashier's order as required in paragraph 4(b)(i) of the Tender Notice, will not be considered further.

The monthly rental offers in all Conforming Tenders will be evaluated. A maximum Weighted Rent Score of 60 will be allocated to the tender offering the highest monthly rental offer. The Weighted Rent Score for the other Conforming Tenders will be calculated in accordance with the following formula –

$$\text{Weighted Rent Score} = 60 \times \frac{\text{Monthly rental offer of the Conforming Tender being considered}}{\text{The highest monthly rental offer among all Conforming Tenders}}$$

(e) Stage 5 – Calculation of Combined Score

On completion of Stage 4 Assessment, the Weighted Technical Score and Weighted Rent score of a Conforming Tender will be added together to give the Combined Score according to the following formula –

$$\text{Combined Score (maximum 100)} = \text{Weighted Technical Score (maximum 40)} + \text{Weighted Rent Score (maximum 60)}$$

- 1.4 Without prejudice to the rights and powers of the Government, unless it is not in the public interest to do so, the tender with the highest Combined Score will normally be recommended for the award of the Tenancy Agreement.
- 1.5 All calculations of scores will be rounded to 2 decimal places at each stage of tender evaluation (e.g. figures at 0.005 or above but below 0.01 will be rounded to 0.01 while figures below 0.005 will be rounded to 0.00).

**Section 2      Stage 2 – Essential Requirements**

2.1 The Tenderer shall satisfy all essential requirements. Failure to satisfy any of the essential requirements set out below shall render the tender invalid and the tender will not be considered further.

	<b>Essential Requirements</b>	<b>Remarks</b>
A.	The Tenderer shall have an aggregate of at least <u>12 months</u> of Relevant Experience in the ten (10) years immediately preceding the 30th day of December 2016.	See <u>Note 1</u>
B.	<p>(i) The Tenderer is required to provide <b><u>ALL</u></b> information requested in Schedule B of the Tender Application Form on the Observation Wheel that shall be erected on the Premises.</p> <p>(ii) The Observation Wheel proposed by the Tenderer in Schedule B of the Tender Application Form shall:</p> <ul style="list-style-type: none"> <li>• be newly manufactured or <b><u>first</u></b> operated on or after the 30th day of December 2013 (if the proposed Observation Wheel is currently or has been in operation in the past);</li> <li>• of a diameter not less than 55 meters; and</li> <li>• have air conditioned carrying units capable of providing seats for at least 6 persons per carrying unit.</li> </ul> <p>The Tenderer shall submit documentary evidence to the satisfaction of the Government for substantiation of the information provided in Schedule B of the Tender Application Form for Essential Requirement (B). The said information provided in Schedule B of the Tender Application Form is a <b><u>Binding Proposal</u></b> if the Tenderer is awarded of the Tenancy Agreement.</p>	

## Explanatory Notes for Stage 2 Assessment

### Stage 2. Essential Requirements

#### Note 1

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

- (i) Relevant Experience of the Tenderer will be counted;
- (ii) Without prejudice to paragraph (a)(iv) of Note 1 below, if the Tenderer is a joint venture (incorporated or unincorporated), the Relevant Experience of all participants or shareholders of the Tenderer shall be counted collectively. For example, if the Tenderer is an unincorporated joint venture with participant A and participant B, where participant A has 10 months of Relevant Experience and participant B has 16 months of Relevant Experience, irrespective of their share of work by value in the present joint venture, the Tenderer will be considered as having a total of  $10+16=26$  months of Relevant Experience;
- (iii) Without prejudice to paragraph (a)(iv) of Note 1 below, if the Tenderer or any participant or shareholder of the Tenderer gained its Relevant Experience through joint venture (incorporated or unincorporated) in the past, such experience will be counted without any adjustment, and the Relevant Experience will be counted irrespective of the share of work by value in the past joint venture (incorporated or unincorporated);
- (iv) If the Tenderer is a joint venture (incorporated or unincorporated), Relevant Experience gained by the Tenderer and all participants or shareholders of the Tenderer under the same contract will not be double-counted. For example, if both company X and company Y are participants or shareholders of the Tenderer and all of the Tenderer, company X and company Y were involved in the same past joint venture (incorporated or unincorporated) which performed the same contract for 20 months, irrespective of their share of work by value in the said joint venture (incorporated or unincorporated), the Tenderer will be considered as having a total of 20 months (but not  $20+20+20=60$  months) of Relevant Experience gained from the said contract;
- (v) The Tenderer's Relevant Experience gained from different contracts with overlapping periods will still be counted. This rule also applies to the Relevant Experience of each participant or shareholder of a joint venture Tenderer; and
- (vi) The 30th day of December 2016 shall be taken as the cut-off date for the purpose of calculating years of Relevant Experience.

(b) The Tenderer shall submit documentary evidence to the satisfaction of the Government for substantiation of the experience claimed. Any experience which is not supported with evidence will not be considered.



**Section 3      Stage 3 – Technical Assessment**

3.1 Tenders which satisfied the essential requirements of Stage 2 Assessment will be further assessed based on the assessment criteria (including sub-criteria) set out below. Marks will be given in accordance with the information provided in Schedules C, D1, D2, E1, E2, F1 and F2 of the Tender Application Form.

	<b>Assessment Criteria</b>	<b>Maximum Mark</b>	<b>Remarks</b>
<b>A</b>	<p><b>Overall Design of the Premises for Operating an Observation Wheel and Ancillary Facilities</b></p> <p>The Tenderer shall submit in Schedule C <b><u>an overall design proposal</u></b> (including but not limited to written description, conceptual design and layout plan) for the Premises to be used for operating the Observation Wheel (specified in Schedule B of the Tender Application Form) and Ancillary Facilities so as to promote harbourfront enhancement. The proposal in Schedule C is a <b><u>Binding Proposal</u></b> if the Tenderer is awarded of the Tenancy Agreement. The proposal will be assessed according to the following aspects and Notes 2 and 5 of the Marking Scheme –</p> <p>(I) Promoting harbourfront vibrancy            (II) Enhancing accessibility and public enjoyment            (III) Promoting green and sustainable harbourfront</p>	<p><b>20</b>  <b>(Passing mark: 10)</b></p>	<p>See <b><u>Notes 2 and 5</u></b></p>

	Assessment Criteria	Maximum Mark	Remarks
<b>B</b>	<b>Binding Proposal for the Operation, Management and Promotion of the Observation Wheel</b>	<b>20</b>	
B.1	<b>Operation and Management</b> The Tenderer shall outline a plan in Schedule D1 of the Tender Application Form on operating and managing the Observation Wheel at the Premises.	10	See <u>Notes 3 and 5</u>
B.2	<b>Promotion</b> The Tenderer shall outline a promotion plan in Schedule D2 of the Tender Application Form to attract visitors to take a ride on the Observation Wheel at the Premises.  The proposal in Schedules D1 and D2 is a <b><u>Binding Proposal</u></b> if the Tenderer is awarded of the Tenancy Agreement. The proposal will be assessed according to Notes 3 to 5 of the Marking Scheme.	10	See <u>Notes 4 and 5</u>

	Assessment Criteria	Maximum Mark	Remarks
<b>C</b>	<b>Binding Fee Proposal</b>	<b>40</b>	
C.1	The Tenderer shall propose in Schedule E1 of the Tender Application Form the Minimum Spending for a member of the public to take a single ride on the Observation Wheel	25	See <u>Note 6</u>
C.2	The Tenderer shall submit a proposal in Schedule E2 of the Tender Application Form the percentage of discount offer for Elderly, Person with Disability and children aged 3 to 11 years old  The proposal in Schedules E1 and E2 is a <b><u>Binding Proposal</u></b> if the Tenderer is awarded of the Tenancy Agreement. The proposal will be assessed according to Notes 6 and 7 of the Marking Scheme.	15	See <u>Note 7</u>

	<b>Assessment Criteria</b>	<b>Maximum Mark</b>	<b>Remarks</b>
<b>D</b>	<b>Binding Proposal on Community Engagement</b>	<b>20</b>	
D.1	The Tenderer shall propose in Schedule F1 of the Tender Application Form the minimum percentage of the total number of all tickets sold in the same year for free distribution through Charitable Organisations for taking a single ride on the Observation Wheel per year	10	See <u>Note 8</u>
D.2	The Tenderer shall outline a plan in Schedule F2 to engage the community, in particular to facilitate the underprivileged, Persons with Disability and grassroots to visit the Observation Wheel.  The proposal in Schedules F1 and F2 is a <b><u>Binding Proposal</u></b> if the Tenderer is awarded of the Tenancy Agreement. The proposal will be assessed according to Notes 5, 8 and 9 of the Marking Scheme.	10	See <u>Notes 5 and 9</u>

## Explanatory Notes for Stage 3 Assessment

### Stage 3. Technical Assessment

#### Note 2

(a) The proposal in Schedule C of the Tender Application Form shall include the items under (I), (II) and (III) below –

(I): Promoting harbourfront vibrancy

- (i) Diversity<sup>1</sup> of Ancillary Facilities to cater for and attract different groups of visitors
- (ii) Attractiveness and innovation in the design and layout of the Premises (e.g. with special/iconic features)

(II): Enhancing accessibility and public enjoyment

- (i) Provision of adequate space for public use for free (i.e. non-paid zone)
- (ii) Provision of adequate Supporting Facilities (including but not limiting to lighting, seating, shading) for public use
- (iii) Provision of clear signage and a continuous pedestrian at-grade access along the site to the harbourfront

(III): Promotion of green and sustainable harbourfront

- (i) Provision of adequate and aesthetics landscaping and greening
- (ii) Use of environmentally friendly materials and sustainable use of natural resources, renewable energy and energy efficiency facilities

(b) The proposal will be assessed in accordance with the five-grade approach as described in Note 5.

(c) The passing mark of Assessment Criterion A is 10 marks. The tender scores a mark which is lower than the passing mark will not be considered further.

<sup>1</sup> For illustration purpose, a proposal with diversity of Ancillary Facilities would be a proposal with a wide range of uses/activities to be provided (e.g. provision of different types of entertainment facilities, refreshment kiosk and/or restaurants, open space and retail or souvenir shops etc.) which is able to cater for visitors with different budgets and preferences.

**Note 3**

(a) The operation and management plan in Schedule D1 of the Tender Application Form shall include the following items –

- (i) onsite manpower deployment plan for the daily operation of the Observation Wheel and Ancillary Facilities
- (ii) daily manpower arrangement for security and cleaning
- (iii) effective maintenance arrangements proposed for the Observation Wheel, Ancillary Facilities and any other supporting facilities therein
- (iv) crowd management arrangements
- (v) traffic arrangement plan within the Premises including but not limited to the areas for loading and unloading activities, emergency vehicle access, etc.
- (vi) contingency plan comprising the overall strategy (with the level of support and resources available) in handling emergency situation, provision of emergency telephone number, emergency/evacuation procedures for fire incident, power failure and bad weather, arrangement to mobilise backup staff and resources within short notice, etc.

(b) The plan will be assessed in accordance with the five-grade approach as described in Note 5.

**Note 4**

(a) The promotion plan in Schedule D2 of the Tender Application Form shall include the following items –

- (i) proposal to use promotional tool(s) such as TV and radio commercials, print advertisements and banners to publicise the Observation Wheel;
- (ii) proposal and implementation plan to liaise and communicate with the Hong Kong Tourism Board to promote the Observation Wheel; and
- (iii) proposal and implementation plan to provide incentives such as coupons and souvenirs for attracting locals and overseas visitors to take a ride on the Observation Wheel.

(b) The plan will be assessed in accordance with the five-grade approach as described in Note 5.

**Note 5**

(a) Proposals under Schedules C, D1, D2 and F2 of the Tender Application Form will be assessed based on the five-grade approach as follows to derive the marks awarded -

<b>Grade</b>	<b>Percentage of Maximum Mark being allocated to the respective Assessment Criterion (%)</b>
Very Good	100
Good	75
Satisfactory	50
Fair	25
Poor	0

(b) The guidelines for assessment of grade for proposals under Schedules C, D1, D2 and F2 of the Tender Application Form are as follows -

“**Very Good**” grade will be given if the proposal

- provides clear, logical and detailed information on all listed items;
- is highly effective and practicable; and
- contains good suggestions on at least half of the listed items.

“**Good**” grade will be given if the proposal

- provides clear, logical and detailed information on all listed items; and
- is effective and practicable.

“**Satisfactory**” grade will be given if the proposal

- provides clear, logical and detailed information on half or more than half but not all of the listed items and brief information on the remaining item(s); and
- is generally effective and practicable.

“**Fair**” grade will be given if the proposal

- provides (i) clear, logical and detailed information on less than half of the listed items and brief information on the remaining items; or (ii) brief information on all listed items; and
- is practicable.

“**Poor**” grade will be given if the proposal

- fails to provide information on any one of the listed items; or
- is impracticable.

(c) For the purpose of the above guidelines,

- i. “listed items” refer to items listed in Notes 2, 3, 4 and 9;
- ii. for Notes 2, 4 and 9, “half” of the listed items = “total number of the listed items”/2 +0.5; and
- iii. for Note 3, “half” of the listed items = “total number of the listed items”/2.

**Note 6**

- (a) The Tenderer shall propose in Schedule E1 of the Tender Application Form the minimum spending for a member of the public to take a single ride on the Observation Wheel at the Premises (“Minimum Spending”). The Minimum Spending is to be calculated in accordance with the following examples –
- (i) Tenderer A: if the entrance fee is \$100 and a single ticket for an Observation Wheel ride is \$50, the Minimum Spending in this case will be  $\$100 + \$50 = \$150$ ;
  - (ii) Tenderer B: if there is no entrance fee and a single ticket for an Observation Wheel ride is \$100, the Minimum Spending in this case will be \$100; and
  - (iii) Tenderer C: if only combo tickets are offered (e.g. \$200 for entrance fee, all games and Observation Wheel rides included), the Minimum Spending in this case will be \$200.
- (b) Fees for adults (i.e. an eligible person of age 12 to 64) will be used for calculating the Minimum Spending.
- (c) Should there be different fees during different periods of time (e.g. different fees for weekend/public holidays and for weekdays), the highest fee will be used for calculating the Minimum Spending.
- (d) The marks scored by each Tenderer will be calculated according to the following formula –

$$\text{Mark} = 25 \times \frac{\text{Lowest "Minimum Spending" offer among all Conforming Tender}}{\text{"Minimum Spending" offer of the Conforming Tender being considered}}$$

**Note 7**

- (a) The Tenderer shall propose in Schedule E2 of the Tender Application Form the percentage of discount to be offered for Elderly, Person with Disability and children aged 3 to 11 years old.
- (b) If discount offers proposed for Elderly, Person with Disability and children aged 3 to 11 years old are different, the average rate of the three discount offers proposed will be used for marking purpose.
- (c) Marks shall be awarded as follows –

<b>Marking Guidelines</b>	
<i>Marks</i>	<i>Percentage of Discount to be Offered</i>
15	The average percentage of discount is equal to or more than 50% of the original price.
11.25	The average percentage of discount is equal to or more than 40% but lower than 50% of the original price.
7.5	The average percentage of discount is equal to or more than 30% but lower than 40% of the original price.
3.75	The average percentage of discount is equal to or more than 20% but lower than 30% of the original price.
0	The average percentage of discount is less than 20% of the original price or no discount is offered.

**Note 8**

- (a) Assessment will be based on the percentage of the total number of all tickets sold (full price and discounted tickets alike) in the same year proposed for free distribution through Charitable Organisations as provided in Schedule F1 of the Tender Application Form.
- (b) Marks shall be awarded as follows –

<b>Marking Guidelines</b>	
<i>Marks</i>	<i>Percentage of Free Tickets to be Offered Per Year</i>
10	Over 5% of the total number of all tickets sold in the same year
7.5	Over 4% to 5% of the total number of all tickets sold in the same year
5	Over 3% to 4% of the total number of all tickets sold in the same year
2.5	Over 2% to 3% of the total number of all tickets sold in the same year
0	2% or less of the total number of all tickets sold in the same year



**Note 9**

(a) The Binding Proposal on Community Engagement in Schedule F2 of the Tender Application Form shall include the following items –

- (i) proposal and implementation plan to effectively engage the different sectors in the community, including but not limiting to approach Charitable Organisations in different districts to line up the underprivileged, persons with disability and grassroots to visit the Observation Wheel
- (ii) proposal and implementation plan on transportation arrangement to and from the Observation Wheel to facilitate access to the Observation Wheel
- (iii) proposal and implementation plan to enhance the experience of the visit (such as provision of other educational or entertainment activities, refreshment, etc.)

(b) The plan will be assessed in accordance with the five-grade approach as described in Note 5.

**- End -**



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

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

1. THE LANDLORD LETS AND THE TENANT TAKES from the day of        20        ALL THAT piece or parcel of ground short particulars of which are set out in the First Schedule hereto and for the purpose of identification only shown coloured pink, pink stippled black, pink hatched black and pink cross-hatched black and on the plan annexed hereto (which land is hereinafter referred to as "the Premises") for the term, at the rent and for the purpose(s) specified in the First Schedule hereto.
2. THE TENANT HEREBY AGREES WITH THE LANDLORD as follows:
  - (a) To pay the rent on the days and in the manner specified in the First Schedule hereto;
  - (b) Not to use or permit or suffer the use of the Premises or any part thereof for any purpose other than such purposes as are specified in the First Schedule hereto;
  - (c) Not to erect or allow to remain on the Premises any building or structure without the consent in writing of the District Lands Officer, Hong Kong West and South (hereinafter referred to as "the District Lands Officer") first had and obtained;
  - (d) Not to alter or demolish any building or structure erected on the Premises without the prior consent in writing of the District Lands Officer;
  - (e) To make such arrangements for the supply of electricity, gas and mains water to the Premises as the Tenant shall require and to pay all charges in connection therewith including the cost of installation and maintenance thereof and, on termination of this Agreement, the cost of dismantling all pipes, wires, cables, meters, switches and any other apparatus ancillary thereto;
  - (f) To maintain and keep to the satisfaction of the District Lands Officer the Premises including retaining and boundary walls and fences (if any) belonging thereto in good and tenantable repair and condition and (subject to Clause 2(h) hereof) so to hand over the same on termination of this Agreement, and be responsible for the routine maintenance of the slope or slopes (if any, except any slope or slopes which the Tenant is obliged to maintain pursuant to Special Condition No. 19 hereof) within the Premises in accordance with the Geoguide 5 : Guide to Slope Maintenance published by the Geotechnical Engineering Office of the Civil Engineering and Development Department (CEDD) (a copy of which can be viewed or downloaded from CEDD's website: <http://www.cedd.gov.hk/>), and in particular, Chapter 3 thereof, including but not limited to:-

- (i) clearance of accumulated debris from drainage channels and slope surface;
  - (ii) repair of cracked or damaged drainage channels or pavement;
  - (iii) repair or replacement of cracked or damaged slope surface cover;
  - (iv) unblocking weepholes and outlet drain pipes;
  - (v) repair of missing or deteriorated pointing in masonry walls;
  - (vi) removal of any vegetation that has caused severe cracking of slope surface cover and drainage channels;
  - (vii) re-grassing bare soil slope surface areas;
  - (viii) removal of loose rock debris and undesirable vegetation from rock slopes or around boulders;
  - (ix) investigation and repair of buried water-carrying services where signs of possible leakage are observed;
  - (x) repair of leaky exposed water-carrying services;
  - (xi) repair or replacement of rusted steel slope furniture;
  - (xii) maintenance of landscape items on slopes.
- (g) Subject to Special Condition No.2(e) in the Second Schedule hereto, not to assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of the Premises or any part thereof or any interest therein or enter into any agreement so to do;
- (h) To yield up the Premises with vacant possession to the Landlord at the expiration of the term or sooner termination of this Agreement in good clean and tenantable repair and condition in accordance with the stipulations contained herein. The Tenant shall, if so required by the District Lands Officer, at his own cost and expense before the expiry or sooner termination of the tenancy reinstate the Premises and remove all structures or fixtures or additions including foundation, paving or other surfacing which is then standing on or forms part of the Premises (irrespective of whether they were erected or installed by the Tenant), make good and repair in a proper and workmanlike manner any damage to the Premises and thereafter landscape the Premises to the satisfaction of the District Lands Officer and without any compensation therefor being paid by the Landlord to the Tenant;
- (i) To maintain at the Tenant's own expense, to the satisfaction of the District Lands Officer, such drains and channels, whether within the boundaries of the Premises or upon adjacent Government land, as the District Lands Officer may consider necessary to intercept and convey into the nearest stream-course, catch pit, channel or storm-water drain all water which may fall or flow on to the Premises and to be solely liable for, and to indemnify the Landlord and his officers from and against all actions, claims, liabilities and demands arising out of any damage or nuisance caused by such water;
- (j) Not to use water from any Government mains for any purpose without the prior written consent of the Water Authority;
- (k) (i) To permit the Landlord, his servants or agents at all reasonable times to enter upon the Premises to view the state and condition thereof, and in the event of there being any defect or want of repair or maintenance then and there found, to give or leave on the Premises notice in writing to the Tenant, who shall within one calendar month after such notice (or sooner if required) repair and make good the same in accordance with such notice and the Tenant's obligations in that behalf herein contained;

- (ii) To permit the Landlord, his servants or agents at all reasonable times with or without notice to enter upon the Premises or any part thereof for the purpose of inspecting the same so as to ascertain that there is no breach of or failure to observe any of the terms and conditions herein contained;
  
- (l) To indemnify and keep indemnified the Landlord, his officers, contractors and workmen against all actions, suits, liabilities, costs, claims, demands, expenses and losses (whether financial or otherwise) whatsoever and howsoever arising directly or indirectly out of any breach of the terms and conditions of this Agreement or out of or in connection with the occupation and use of the Premises by the Tenant including but not limited to:
  - (i) all liabilities arising out of the negligence of any person not a party to this Agreement;
  - (ii) all liability on the part of Landlord under the Occupiers Liability Ordinance (Cap. 314);
  - (iii) all liabilities arising out of anything done or omitted to be done by the Tenant in respect of any safety measures or works which the Tenant is required to undertake and fulfill in compliance with this Agreement and
  - (iv) any damage or soil and groundwater contamination caused to the Premises or any adjacent or adjoining land where such damage or soil and groundwater contamination has, in the opinion of the Landlord whose opinion shall be final and binding upon the Tenant, arisen out of any use of the Premises, or any development or redevelopment affecting the Premises or part thereof or out of any activities carried out on the Premises or out of any other works carried out thereon by the Tenant whether such use, development or redevelopment, activities or works are in compliance with the terms and conditions of this Agreement or in breach thereof;
  
- (m) To pay and discharge all existing and future rates, taxes, assessments, duties and outgoings whatsoever which are now or during the term of the tenancy shall be imposed, assessed or charged upon the Premises or the Tenant in respect thereof; and
  
- (n) To perform and observe the obligations on the Tenant's behalf contained in the Special Conditions as set out in the Second Schedule hereto.

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

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

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

- (a) That the Tenant shall operate the Premises for the purposes specified in the First Schedule hereto on a scale to the satisfaction of the District Lands Officer, and conduct

the operation in accordance with all Ordinances, any regulations made thereunder and any amending legislation and in all respects to the satisfaction of the District Lands Officer.

- (b) That if it is at any time shown to the satisfaction of the District Lands Officer that there has been a breach of Clause 4(a) hereof, the Landlord shall be entitled to terminate the tenancy hereby created by giving to the Tenant written notice to such effect to expire at any time (whether within the fixed term in the First Schedule hereto or otherwise) without payment of compensation or refund of any rent paid or any part thereof. Upon expiry of such notice and without prejudice to any right of action of the Landlord in respect of any antecedent breach, non-performance or non-observance of other terms and conditions herein contained, the tenancy shall cease and determine and the Tenant shall quit and deliver vacant possession of the Premises in accordance with the terms and conditions of this Agreement.
- (c) That in case the rent reserved or any part thereof shall be in arrears and unpaid for twenty-one days next after the same shall have become due (whether formally demanded or not), or if there is any breach, non-performance or non-observance of any of the terms and conditions to be observed by and on the part of the Tenant herein contained or if the Tenant shall become bankrupt or, being a company, shall enter into liquidation whether compulsory or voluntary (save for the purpose of reconstruction or amalgamation), or shall enter into any composition with his creditors or suffer any distress or execution to be levied upon his goods, then, and in any of the said cases, it shall be lawful for the Landlord at any time thereafter to re-enter upon the Premises or any part thereof in the name of the whole, and thereupon this Agreement shall absolutely determine, but without prejudice to any right of action of the Landlord in respect of any antecedent breach, non-performance or non-observance of the said terms and conditions and in the event of such re-entry the rent already paid or any part thereof shall not be refunded and no compensation whatsoever shall be payable to the Tenant by the Landlord;
- (d) That in the event of the rent hereby reserved or any increase of deposit pursuant to Clause 4(j) hereof or any part thereof not being paid on the due date for payment thereof (whether formally demanded or not) the Tenant shall pay interest to the Landlord on such amount of the rent reserved or increase in deposit (as the case may be) as is unpaid on the due date or dates calculated from the day immediately following the due date or dates until payment of all rent or increase in deposit (as the case may be) due and the interest thereon has been paid by the Tenant to the Landlord, such interest to be at a rate which is equivalent to two per cent per annum above the average prevailing Best Lending Rate announced by the current note-issuing banks in Hong Kong, namely, The Hongkong and Shanghai Banking Corporation Limited, Standard Chartered Bank (Hong Kong) Limited and Bank of China (Hong Kong) Limited;
- (e) That the tenancy hereby created is (without prejudice to the terms and conditions hereof) subject also to the Special Conditions contained in the Second Schedule hereto;
- (f) That subject to Clause 2(c) hereof, any building or structure to be erected by the Tenant on the Premises shall in all respects comply with the Buildings Ordinance, any regulations made thereunder and any amending legislation.
- (g) That no compensation shall be payable by the Landlord to the Tenant in respect of any loss or damage caused to the Tenant or others by reason of any water flowing on to the

Premises or landslip or subsidence on, to, of or from the Premises;

- (h) That the Landlord shall have full power to terminate this Agreement and resume, re-enter upon and retake possession of all or any part of the Premises if the same shall be required for the improvement of the Hong Kong Special Administrative Region (hereinafter referred to as "Hong Kong") or for any other public purpose whatsoever (as to which the decision of the Chief Executive of Hong Kong shall be conclusive) on giving to the Tenant one calendar month's notice in writing to that effect to expire at any time. Upon the expiration of the said notice and without prejudice to the Landlord's rights to enforce any antecedent breaches the tenancy of the land so resumed shall cease and determine and the Tenant shall quit and deliver up possession of the land so resumed and the building(s) or structure(s) thereon. PROVIDED that if such termination occurs during the fixed term of the tenancy, the Tenant shall be paid such compensation for any disturbance so occasioned to him as shall be determined by the Director of Lands at his absolute discretion on condition that the Tenant has observed and performed the obligations herein contained on his part and that the Tenant has complied with the said notice but the Tenant shall not be entitled to any such compensation if the termination occurs during any periodical tenancy as aforesaid;
- (i) That in the event of the tenancy hereby created not being terminated within three years from its commencement the rent hereby reserved may be increased by the Landlord at his sole discretion on or after the expiry of every third year of the tenancy upon the Landlord giving to the Tenant not less than three calendar months' prior notice to that effect. As from the date being the effective date as stipulated in such notice such increase shall take effect whereupon the increased rent shall be deemed to be substituted for the rent previously in force under this Agreement PROVIDED that no such revision shall take effect within three years of the immediately preceding revision and PROVIDED FURTHER that the parties hereto expressly agree that nothing herein contained shall imply an intention on the part of either party that the tenancy shall not be terminated in accordance with the provisions of this Agreement;
- (j) That in the event of the rent hereby reserved is being increased under Clause 4(i) hereof, the deposit deposited with the Landlord in accordance with the provisions of this Agreement may be increased by the Landlord at his sole discretion upon the Landlord giving to the Tenant not less than three calendar months' prior notice to that effect. As from the date being the effective date as stipulated in such notice such increase shall take effect and in this connection, the Tenant shall pay to the Landlord on or before the said effective date a sum equivalent to the difference between the deposit previously deposited with the Landlord under this Agreement and the deposit as so increased whereupon the deposit as so increased shall be deemed to be substituted for the said deposit previously deposited with the Landlord under this Agreement PROVIDED that the parties hereto expressly agree that nothing herein contained shall imply an intention on the part of either party that the tenancy shall not be terminated in accordance with the provisions of this Agreement;
- (k) That any notice to be served by the Landlord or his officers under the terms and conditions of this Agreement shall be sufficiently served on the Tenant if left addressed to him on the Premises or forwarded to him by post or left at his last known address or in the case of a corporation forwarded to it by post or left at its registered office, and such notice, if sent by post, shall be deemed to be delivered in due course of post at the address to which it is sent;

- (l) That the Tenant shall not do or permit or suffer anything to be done at any time in or upon the Premises or any part thereof which may be or become a nuisance or annoyance or injurious or dangerous to health or which may cause damage or inconvenience to the Government or to the owners or occupiers of any adjoining or neighbouring lot or lots or premises.
- (m) That the Tenant shall at all times throughout the term of the tenancy at his own expense remove from the Premises any derelict vehicle, litter, waste or any matter which may be or become a nuisance or annoyance or injurious or dangerous to health or which may cause damage or inconvenience to the Government or to the owners or occupiers of any adjoining or neighbouring lot or lots or premises and tidy up to the satisfaction of the District Lands Officer the area in which the derelict vehicle, litter, waste or matter is found. In the event of the non-fulfillment by the Tenant of his obligation under this Sub-clause, the District Lands Officer and his officer, agents, contractors, workmen or other duly authorized personnel, including but not limited to the Director of Food and Environmental Hygiene and his officers, contractors, his or their workmen (hereinafter collectively referred to as "the authorized persons"), with or without tools, equipment, plant, machinery or motor vehicles shall, upon reasonable prior notice being given to the Tenant, have the right of ingress, egress and regress to and from and through the Premises free of cost at all reasonable times to remove or otherwise dispose of any derelict vehicle, litter, waste or matter from the Premises and tidy up the area in which the derelict vehicle, litter, waste or matter is found at the cost of the Tenant who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the District Lands Officer whose determination shall be final and binding upon the Tenant. The District Lands Officer and the authorized persons shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Tenant arising out of or incidental to the exercise by him or them of the right of entry conferred under this Sub-clause, and no claim shall be made against him or them by the Tenant in respect of any loss, damage, nuisance or disturbance.
- (n) That wherever in this Agreement it is provided that:
  - (i) the Landlord or his duly authorized officers shall or may carry out works of any description on the Premises or any part thereof or outside the Premises (whether on behalf of the Tenant or on the failure of the Tenant to carry out such works or otherwise) at the cost of the Tenant or that the Tenant shall pay or repay to the Landlord or to his duly authorized officers on demand the cost of such works, such cost shall include such supervisory and overhead charges as may be fixed by the Landlord or by his duly authorized officers; or
  - (ii) the prior approval or consent of the Landlord or his duly authorized officers is required, they may give the approval or consent on such terms and conditions as they see fit or refuse it at their absolute discretion; and
- (o) That where the context so admits or requires the expression "Tenant" shall mean the party entering into and signing/executing this Agreement and shall include his executors and administrators or in the case of a corporation its successors and words importing the masculine gender shall be deemed to include females and corporations and words in the singular shall be deemed to include the plural and vice versa in each case.
- (p) That this Agreement constitutes the entire agreement of the parties about the subject-matter of this Agreement, and that no statement, representation or promise made by



either the Tenant or duly authorized officers of the Landlord has been relied upon by the other party to enter into this Agreement, and that no communications, understandings, representations, promises, oral or written statements, warranties, arrangements or agreements, conditions made by either the Tenant or duly authorized officers of the Landlord prior to the signing/execution of this Agreement with respect to the subject-matter of this Agreement may in any way be read or incorporated into this Agreement.

- (q) 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, and a person who is not a party to this Agreement shall not have any right under the Contracts (Rights of Third Parties) Ordinance to enforce any provisions of this Agreement.

FIRST SCHEDULE

PARTICULARS OF THE PREMISES

Subject to the exception and reservation stated in Special Condition No. 40 in the Second Schedule hereto, all that piece of ground situate in front of Central Pier No. 9 and Central Pier No.10, Central, Hong Kong comprising an area of 7,320 square metres or thereabouts which is for the purpose of identification only shown coloured pink, pink stippled black, pink hatched black and pink cross-hatched black on the plan annexed hereto.

- RENT : (i) \$ @ for the period from the day of 20 to the day of 20 shall be paid upon signing/executing this Agreement;
- (ii) \$ per quarter shall be payable in advance on the 1st day of January, the 1st day of April, the 1st day of July and the 1st day of October in each year for the period from the day of 20 up to the day of 20 ;
- (iii) For the period as from the day of 20 , the rent shall be determined in accordance with Clause 4(i) hereof and shall be payable in advance of each quarter on the dates as specified in (ii) above.

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

PURPOSES FOR WHICH THE PREMISES MAY BE USED :

For the setting up, operation and management of an observation wheel (the "Observation Wheel") and such ancillary facilities ("Ancillary Facilities") in accordance with the technical submission made in accordance with paragraph 4(b) of the Tender Notice NHX-805 (which technical submission is hereinafter referred to as "the Technical Submission" and which purposes for which the Premises may be used are hereinafter referred to as the "Purposes"). The Observation Wheel and the Ancillary Facilities are set out in the Technical Submission.

## SECOND SCHEDULE

Special Conditions referred to in  
Clauses 2(n) and 4(e) of this Agreement.

1. (a) The tenancy hereby created may be terminated at the expiry of the third year by either party giving to the other at least three calendar months' notice in writing to that effect to expire at the end of the third year. In the event that no such notice is given as aforesaid the tenancy may be terminated by either party giving to the other at least three calendar months' notice in writing to that effect to expire at any time.
  - (b) (i) The Tenant shall not use or permit or suffer any part of the Premises to be used for any illegal or immoral purposes and the determination of the District Lands Officer as to what constitutes illegal or immoral purposes shall be final and binding on the Tenant.
  - (ii) Notwithstanding sub-clause (a) of this Special Condition, in the event of any breach, non-performance or non-observance of sub-clause (b)(i) above the Landlord shall be entitled to terminate the tenancy hereby created by giving to the Tenant written notice to that effect to expire at any time (whether within the fixed term specified in the First Schedule hereto or otherwise) without payment of compensation or refund of rent already paid or any part thereof. Upon the expiry of such notice and without prejudice to any right of action of the Landlord in respect of any antecedent breach, non-performance or non-observance of the other terms and conditions herein contained, the tenancy shall cease and determine and the Tenant shall quit and deliver up possession of the Premises to the Landlord in accordance with the terms and conditions of this Agreement.
2. (a) The Tenant declares that there has been no change to the legal and beneficial ownership of its shareholding or business undertaking or the constitution of its partners, board of directors or management as the case may be, since the submission of the tender for a tenancy of the Premises.
  - (b) The Tenant shall not, without the prior written consent of the Landlord,
    - (i) if the Tenant is a corporation, permit any transfer or disposal of the legal or beneficial ownership of its shares or accept for registration any transfer of those shares or permit any change to the constitution of its board of directors; and
    - (ii) if the Tenant is an unincorporated body, permit any transfer of the legal or beneficial ownership of its business undertaking or the constitution of its partners, as the case may be.
  - (c) The Tenant shall form a management team (hereinafter referred to as "the Management Team") with a minimum of three full-time key personnel dedicated to managing issues related to the Premises during the tenancy period within three calendar months from the date of the Tenancy Agreement and to the satisfaction of the Standing Committee (as established under Special Condition No. 45 hereof). One key personnel of the Management Team shall have an aggregate of at least 10 years of Relevant Experience (as defined in Part I of the Tender Application Form as submitted in accordance with paragraph 4(b) of the Tender Notice (which Tender Application Form is hereinafter referred to as "the Tender Application Form"). No change to the Management Team

shall be made except with the prior written approval of the Standing Committee. Under circumstances which a change to the Management Team is unavoidable and prior approval is not feasible (such as death or resignation of key personnel), the Standing Committee is entitled to exercise discretion and give retrospective written approval to the Tenant on the change concerned provided that the Tenant shall give written notice to the Standing Committee within seven days of the change to the Management Team. The person proposed for any replacement should have more Relevant Experience as defined in Part I of the Tender Application Form than the existing key personnel to be replaced in the Management Team.

- (d) In the event of any transfer, disposal or change without consent as referred to in sub-clauses (b) and (c) of this Special Condition (as to which the decision of the Landlord shall be final and binding on the Tenant), it shall be lawful for the Landlord at any time thereafter to re-enter upon and take back possession of the Premises or any part thereof in the name of the whole (whether within the fixed term set out in the First Schedule of this Agreement or otherwise), and this Agreement shall absolutely determine, but without prejudice to any right of action of the Landlord in respect of any antecedent breach, non-performance or non-observance of other terms and conditions of this Agreement and in the event of such re-entry, any rent already paid or any part of such rent shall not be refunded and no compensation whatsoever shall be payable to the Tenant by the Landlord.
  - (e) One level of subletting of the Ancillary Facilities (as defined in Part I of Tender Application Form) in the Premises or any part or parts thereof is permitted. All subletting shall be subject to the terms and conditions of this Agreement and no further subletting by the sub-tenant of the Tenant shall be permitted. No subletting shall exceed 90 days except with the prior written approval of the Standing Committee. The decision of the Standing Committee as to what constitutes one level of subletting shall be final and binding upon the Tenant.
3. (a) Subject to the sub-clauses hereinbelow the Tenant shall implement and complete to the satisfaction of the Standing Committee the proposals set out in Schedules B, C, D, E and F of the Tender Application Form (hereinafter referred to collectively as "the Binding Proposals") during the term of this tenancy. Should the Tenant fail to implement any of the Binding Proposals to the satisfaction of the Standing Committee, the Landlord upon advice of the Standing Committee shall be entitled to terminate the tenancy by giving to the Tenant written notice to such effect to expire at any time without payment of compensation or refund of any rent paid or any part thereof. Upon expiry of such notice and without prejudice to any right of action of the Landlord in respect of any antecedent breach, non-performance or non-observance of other terms and conditions herein contained, the tenancy shall cease and determine and the Tenant shall quit and deliver vacant possession of the Premises in accordance with the terms and conditions of this Agreement.
- (b) The Tenant may, with prior written approval of the District Lands Officer, continue using the same observation wheel set up and operated by the Tenant of STT No. NHX-781 instead of that set out in Schedule B of the Tender Application Form. The Tenant shall make his own arrangement to acquire use of that observation wheel but the Government makes no guarantee for the conditions of that observation wheel and shall accept no liability for any loss or damage arising from the arrangement. The Tenant shall at his own cost and expense before the expiry or sooner termination of the tenancy remove the Observation Wheel and its foundation (irrespective of whether they were erected built or

installed by the Tenant) if so required by and do so to the satisfaction of the District Lands Officer.

- (c) The Tenant in addition to implementing the Binding Fee Proposal set out in Schedule E of the Tender Application Form shall also provide free ride of the Observation Wheel to children under 3 years old during the term of this tenancy.
  - (d)
    - (i) The Tenant shall implement in each year of the tenancy his commitment in terms of minimum percentage of free tickets undertaken in Schedule F1 of the Tender Application Form except that when the percentage stated is less than 1%, the minimum percentage he has undertaken shall be taken as 1% in each year of the tenancy.
    - (ii) The Tenant shall distribute the free tickets through at least 10 Charitable Organisations (as defined in Part I of the Tender Application Form) and do so to the satisfaction of the Standing Committee.
    - (iii) In the event the Tenant fails to implement in the first year of the tenancy the said commitment and provided that the shortfall is not more than 50 % of the percentage he commits in Schedule F1 of the Tender Application Form or is deemed to have committed under sub-clause (d)(i) hereinabove, the shortfall may be made up in the second year of the tenancy to the satisfaction of the Standing Committee without reduction of the full commitment he is obliged to implement in the second year of the tenancy. In the event that the shortfall is more than 50 % of the said percentage or is not made up in the second year of the tenancy, the Tenant shall provide tickets for a single ride on the Observation Wheel equivalent to the accumulated shortfall to the Standing Committee for distribution.
    - (iv) If the tenancy continues quarterly upon the expiry of the three-year fixed term, the Tenant shall remain committed to the same percentage in each quarter of the tenancy except that the percentage shall be of the total number of all tickets (full price and discounted tickets alike) sold in the same quarter.
  - (e) The Standing Committee may direct such changes to any of the Binding Proposals as it deems necessary. Otherwise, no amendment, variation, alteration, modification or substitution to the Binding Proposals shall be made by the Tenant except with the prior written approval of the Standing Committee.
  - (f) In addition to the Binding Proposals the Tenant may organise Event/Activity (as defined in Part I of the Tender Application Form) at the Premises during the term of this tenancy, and shall (i) open all such Events/Activities to all members of the public, and (ii) at his own expense obtain all requisite permit licence or approval including a Temporary Places of Public Entertainment Licence before opening of each individual Event/Activity. No Event/Activity which is only open to a specific group of attendees or accessed through invitation shall be permitted at the Premises.
- 4
- (a) Subject to Clause 2(c) hereof, the height of the structures or part thereof erected or to be erected on the Premises shall not exceed 125 metres above the Hong Kong Principal Datum.
  - (b) No part of the Premises shall be used for residential purposes.

5. The Tenant shall on the signing/execution of this Agreement deposit with the Landlord the sum of DOLLARS\*  
(\$ ) Hong Kong currency by way of deposit as security for the due payment of the rent for this tenancy, the rates, taxes, assessments, duties and outgoings as aforesaid and the due performance and observance by the Tenant of all and singular the several agreements, conditions, terms and stipulations herein reserved and contained. Subject to Clause 4(j) hereof, the deposit shall remain deposited with the Landlord throughout the term of the tenancy and shall upon the Tenant delivering up vacant possession of the Premises to the Landlord in accordance with the provisions herein contained and upon the Tenant duly observing and performing the Tenant's obligations hereunder be refunded to the Tenant but without interest. In case of default on the part of the Tenant in payment of the rent for this tenancy or of the rates, taxes, assessments, duties and outgoings hereinbefore stipulated or in performance or observance of any of the agreements, provisions, terms and conditions herein contained the Landlord shall without prejudice to his other rights and remedies herein contained be entitled to retain and deduct from the deposit as and for liquidated damages the amount of loss and damage sustained by reason of such default PROVIDED that nothing herein contained shall be so construed as preventing the Landlord from recovering from the Tenant damages in respect of such default over and above the deposit PROVIDED FURTHER that the payment of the deposit shall not be deemed or considered as a payment of rent in advance and accordingly in any action for recovery of possession for non-payment of rent or the rates, taxes, assessments, duties or outgoings aforesaid the Tenant shall be deemed to be in default if the rent is not paid in accordance with Clause 2(a) hereof and the First Schedule hereto.
6. The Tenant shall not store or allow or suffer to be stored in or upon the Premises or any motor vehicles parked thereon any dangerous goods as defined in Section 2 of the Dangerous Goods Ordinance, any regulations made thereunder and any amending legislation without the prior written approval of the District Lands Officer.
7. (a) The Tenant shall observe and comply with any requirement which may be imposed by the Director of Fire Services in connection with the occupation and use of the Premises by the Tenant.
- (b) The Tenant shall at all times permit the Landlord and the Director of Fire Services and any person authorized by any of them to enter the Premises during the term of this tenancy to check observance and compliance with any requirements in connection with fire safety.
- (c) Without prejudice to sub-clause (a) of this Special Condition, the Tenant shall within one calendar month from the date of this Agreement or such other extended period as may be approved by the District Lands Officer at the Tenant's own expense install fire extinguisher(s) in the Premises in all respects to the satisfaction of the Director of Fire Services and submit the certificate under Regulation 9(1) of the Fire Service (Installations and Equipment) Regulations (Chapter 95B), any amendment thereto, substitution therefor (hereinafter referred to as "the Certificate") to the Director of Fire Services. The Tenant shall at the Tenant's own expense maintain the fire extinguisher(s) in good condition and in all respects to the satisfaction of the Director of Fire Services during the existence of the tenancy.
- (d) Without prejudice to sub-clauses (a) and (c) of this Special Condition, the Tenant shall
- (i) within three calendar months from the date of this Agreement or such other extended period as may be approved by the District Lands Officer at the

Tenant's own expense, submit a scheme of fire service installations ("Scheme") to the Director of Fire Services for his approval. The Director of Fire Services may give his approval on such terms and conditions as he sees fit at his absolute discretion,

- (ii) within six calendar months from the date the Director of Fire Services approved the Scheme ("Approved Scheme") or such other extended period as may be approved by the District Lands Officer at the Tenant's own expense, complete the installation works required to be done under the Approved Scheme in all respects to the satisfaction of the Director of Fire Services and submit the Certificate to the Director of Fire Services,
  - (iii) not make any alteration to the Approved Scheme without the prior written consent of the Director of Fire Services,
  - (iv) shall at the Tenant's own expense, implement the Approved Scheme in all respects to the satisfaction of the Director of Fire Services during the existence of the tenancy.
- (e) In addition to sub-clauses (a) to (d) above, the Tenant shall at his own expense and to the satisfaction of the Director of Fire Services
- (i) provide suitable means of access (including vehicular access) for the passage of Fire Services appliances and Fire Services personnel to, from and within the Premises to the Observation Wheel and the Ancillary Facilities to be erected or placed on the Premises;
  - (ii) at all times permit such Fire Services personnel and Fire Services appliances the free and uninterrupted use of such means of access; and
  - (iii) maintain such means of access and keep the same free from obstruction at all times.
- (f) The Tenant shall permit the Director of Fire Services, his officers, servants or agents and Fire Services personnel at all reasonable times with or without notice to enter upon the Premises or any part thereof or any structure or structures or any part thereof erected or placed or to be erected or placed thereon for the purpose of inspecting the same so as to ensure that the requirements referred to in sub-clause (e) of this Special Condition have been complied with.
8. (a) The Tenant shall observe and comply with the provisions stipulated in the Amusement Rides (Safety) Ordinance (Chapter 449), any regulations made thereunder and any amending legislation and shall at his own expense obtain all requisite permits, licences and approvals from the Director of Electrical and Mechanical Services and any relevant Government departments in connection with the installation and operation of the Observation Wheel and Ancillary Facilities prior to the installation and operation of the Observation Wheel and Ancillary Facilities and the Tenant shall maintain the same in force and in all respects comply with the terms and conditions thereof.
- (b) The Tenant shall at his own expense obtain all requisite licences and approvals from relevant Government departments in connection with the use and occupation of the Premises prior to the commencement of the Tenant's business and the Tenant shall

maintain the same in force and in all respects comply with the terms and conditions thereof.

9. The security of the Premises and any goods stored, any motor vehicles parked or other things placed thereon shall be the sole responsibility of the Tenant.
10. (a) The Tenant shall have no right of ingress or egress to or from the Premises for the passage of motor vehicles except between the points X and Y through Z shown and marked on the plan annexed hereto or at such other points as may be approved or directed in writing by the District Lands Officer.  
  
(b) The Tenant shall not exercise the right of ingress and egress in sub-clause (a) of this Special Condition unless and until a run-in for each point of ingress and a run-out for each point of egress from and onto the existing public roads or footpaths adjoining the Premises have been designed and constructed to the satisfaction of the District Lands Officer. Upon the expiry or earlier termination of the tenancy hereby created or at any time the ingress and egress points are no longer required or when required by the District Lands Officer so to do, such run-in and run-out shall be removed and the road or footpath adjoining the Premises upon which such run-in and run-out were constructed shall be reinstated to the same condition as the road or footpath were prior to construction of run-in and run-out. The said works of design, construction, removal and reinstatement shall be undertaken by the Tenant at his own expense in accordance with the terms of this Agreement, in particular Special Condition No. 34 hereof, and in all respects to the satisfaction of the District Lands Officer.  
  
(c) Notwithstanding sub-clause (b) of this Special Condition the Landlord may (but is not obliged to), upon the written request of the Tenant and at the cost of the Tenant, design, construct, remove and reinstate the run-in and run-out referred to in sub-clause (b) above.
11. The Tenant shall observe and comply with the requirements under the Noise Control Guidelines for Music, Singing and Instrument Performing Activities held Essentially Daily at Annex A as may be from time to time revised or amended by the Environmental Protection Department.
12. (a) The Tenant shall not display, erect, cause or permit to be displayed or erected any advertising sign, bill, placard or notice on the Premises, the Observation Wheel or any structure or structures erected or placed thereon other than those for the promotion of (i) the Observation Wheel, Ancillary Facilities or Events/Activities to be held in the Premises, (ii) the Tenant, and/or (iii) business partner(s) of the Tenant involved in implementing the Binding Proposals, in operating Ancillary Facilities and Events/Activities. Prior written consent of the Standing Committee shall be obtained before displaying any form of advertisement for the promotion of partner(s) of the Tenant. The decision of the Standing Committee as to what constitutes a partner of the Tenant shall be final and binding upon the Tenant.  
  
(b) The Tenant shall not in any circumstances exhibit or display, or cause, permit or suffer to be exhibited or displayed either inside or outside the Premises any advertisement or any other materials whatsoever (such as writings, signs, signboards or any other devices whether illuminated or not which may be visible from inside or outside the Premises or any part thereof) of any advertising nature relating to any tobacco or tobacco-related products.



- (c) During the term of this tenancy, the Premises should be named "Hong Kong Observation Wheel" and in Chinese "香港摩天輪" without any addition of words or alteration to be made.
13. The Tenant shall provide to the satisfaction of the District Lands Officer sufficient spaces within the Premises for the waiting and manoeuvring of motor vehicles to avoid queuing of vehicles onto adjacent public roads or Government land.
14. (a) The Tenant shall at his own expense provide and maintain adequate lighting for the Premises in all respects to the satisfaction of the District Lands Officer.
- (b) Without prejudice to sub-clause (a) of this Special Condition, the Tenant shall comply with and bear all costs of complying with any requirement as may be imposed by the Director of Marine and the Director-General of Civil Aviation from time to time in respect of the installation, display and intensity of lighting on the Premises.
15. (a) Except as provided in sub-clauses (b) and (c) of this Special Condition, no parking is allowed and no parking space for motor vehicles shall be provided within the Premises.
- (b) Adequate spaces shall be provided within the Premises to the satisfaction of the District Lands Officer for the loading and unloading of vehicles ancillary to the use or uses permitted by the First Schedule of this Agreement.
- (c) The Tenant may provide within the Premises not more than 10 spaces for parking of motor vehicles ancillary to the operation of the Premises for the purposes permitted under the First Schedule of this Agreement.
16. No tree growing on the Premises or adjacent thereto shall be removed or interfered with without the prior written consent of the District Lands Officer who may, in granting consent, impose such conditions as to transplanting, compensatory landscaping or replanting as he may deem appropriate.
17. (a) The Tenant shall at his own expense keep and maintain all trees growing on the Premises at the time of signing/execution of this Agreement and trees planted during the existence of this tenancy in a healthy and safe condition to the satisfaction of the Landlord.
- (b) Without prejudice to any other rights or powers of the Landlord contained in this Agreement, and the Tenant's liabilities under sub-clause(a) hereof, the Tenant shall permit the Landlord, his officers, contractors, workmen or agents at all reasonable times (except in emergency in respect of which the Landlord's decision shall be final and binding on the Tenant) to enter the Premises to inspect the conditions of the trees growing thereon, to give or leave on the Premises notice in writing to require the Tenant to immediately or within a time limit to be specified by the Landlord remove or prune any tree or trees considered to be unhealthy or dangerous (the decision of the Landlord on whether the tree or trees are unhealthy or dangerous shall be final and binding on the Tenant) or take such other action as required by the Landlord, and the Tenant shall remove or prune the tree or trees or take such other action as required by the Landlord within the time limit to the satisfaction of the Landlord.
- (c) In the event of failure of the Tenant to comply with the notice mentioned in sub-clause (b) above, the Landlord may without prejudice to any other rights or powers of the Landlord contained in this Agreement carry out the tree removal or pruning

works at the cost of the Tenant and the Tenant shall pay or repay to the Landlord or his duly authorized officer on demand the cost of such works.

18. The Tenant shall not form, surface, level or pave the Premises nor cut away, remove or set back any Government land adjacent to or adjoining the Premises or carry out any building up, filling in or any slope treatment works of any kind whatsoever on any Government land except with the prior written consent of the District Lands Officer who may, at his sole discretion, give his consent subject to such terms and conditions as he sees fit, including but not limited to the requirement for the Tenant to design, construct and maintain such drainage system including drains and channels within the Premises and on any adjacent or adjoining Government land in such manner as may be required by the District Lands Officer at his sole discretion and the grant of a tenancy of additional Government land as an extension to the Premises at such rent as he may determine.
  
19. (a) Where there is or has been any formation, surfacing, levelling, paving, cutting away, removal or setting back of any land, or any building up or filling in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the District Lands Officer, either within the Premises or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the Premises or any part thereof or any other works required to be done by the Tenant under this Agreement, or for any other purpose, the Tenant shall at his own expense design, carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary or as may be required by the District Lands Officer at his sole discretion to protect and support such land within the Premises and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Tenant shall at all times during the term of the tenancy hereby granted maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and conditions to the satisfaction of the District Lands Officer.
  
- (b) Nothing in sub-clause (a) of this Special Condition shall prejudice the Landlord's rights under this Agreement, in particular Special Condition No. 18 hereof.
  
- (c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Tenant or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land, within the Premises or from any adjacent or adjoining Government or leased land, the Tenant shall at his own expense reinstate and make good the same to the satisfaction of the District Lands Officer and shall indemnify the Landlord, its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslip or subsidence.
  
- (d) In addition to any other rights or remedies herein provided for breach of any of the terms and conditions of this Agreement, the District Lands Officer shall be entitled by notice in writing to call upon the Tenant to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, protection, and drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Tenant shall neglect or fail to comply with the notice

to the satisfaction of the District Lands Officer within the period specified therein, the District Lands Officer may forthwith execute and carry out any necessary works and the Tenant shall on demand repay to the Landlord the cost thereof, together with any administrative or professional fees and charges.

20. The Tenant shall not carry out or permit any activity or works on the Premises which in the opinion of the District Lands Officer may adversely affect the stability of land and structures within or surrounding the Premises.
21. The Tenant shall at his own expense fence the Premises and thereafter maintain such fencing to the satisfaction of the District Lands Officer.
22.
  - (a) For the safety and convenience of the public and all persons on or in the vicinity of the Premises, the Tenant shall take all reasonable steps to avoid any accident, injury, nuisance or damage to any persons or properties whether directly or indirectly arising out of or in connection with the activities being carried on in or around the Premises.
  - (b) For the purposes of sub-clause (a) of this Special Condition, the Tenant shall at his own expense, provide and maintain lights, guards, warning signs, fences, watchmen and other safety and security measures and facilities as appropriate on the Premises and shall ensure that such measures and facilities comply with the standards and specifications as set out in the insurance policy referred to in sub-clause (c) of this Special Condition.
  - (c) In addition to the obligations set out in Clause 2(1) hereof, the Tenant shall indemnify and keep indemnified the Landlord, his officers, contractors and workmen from and against all actions, claims, demands, and expenses whatsoever whether directly or indirectly arising out of or in connection with all activities being carried on in or around the Premises. Throughout the term of this tenancy, the Tenant shall take out and maintain a valid insurance policy for an amount sufficient to cover his obligations and liabilities under this Special Condition.
23. The Tenant acknowledges that portions of the Premises fall within the influence zone of the Central-Wan Chai Bypass Tunnel Structure shown on the plan annexed hereto. No building or structure or its support, including piles/foundation, shall be erected within the areas shown coloured pink hatched black and pink cross-hatched black on the plan annexed hereto (hereinafter collectively referred to as "the Influence Zone"). Subject to the prior written consent of the Deputy Project Manager/ Major Works(2), Highways Department or the maintenance authority for the Central-Wan Chai Bypass as may be advised in writing by the Deputy Project Manager/ Major Works(2), Highways Department, the Tenant may carry out minor works within the Influence Zone, such as construction of pavement, channels and drains, and erection of fence, railing, bollard, sign post, lighting pole, tents and booths in accordance with the Technical Submission. For the avoidance of doubt, whether or not the said prior written consent is given shall not relieve to the Tenant from strict compliance of in Special Condition No. 3 hereof.
24.
  - (a) In the event of spoil or debris from the Premises or from other areas affected by any development of the Premises being eroded and washed down onto public lanes or roads or into road-culverts, sewers, storm-water drains or nullahs, foreshore or seabed or other Government properties, the Tenant shall be held responsible and shall at his own expense remove the spoil and debris from and make good any damage done to the public lanes or roads or road-culverts, sewers, storm-water drains or nullahs, foreshore or seabed or other Government properties. The Tenant

shall indemnify the Landlord against all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion and washing down.

- (b) Notwithstanding sub-clause (a) of this Special Condition the Landlord may (but is not obliged to), upon the written request of the Tenant and at the cost of the Tenant, remove the spoil and debris from and make good any damage done to the public lanes or roads or road culverts, sewers, storm-water drains or nullahs, foreshore or seabed or other Government properties referred to in the said sub-clause (a).
25. No earth, debris, spoil of whatsoever nature, or building materials shall be dumped on any Government land.
26. (a) The Tenant shall at his own expense and to the satisfaction of the District Lands Officer make good any damage done to adjoining public roads including street furniture by the Tenant, his contractors or sub-contractors or his or their workmen or vehicles or by any spoil from the Premises.
- (b) Notwithstanding sub-clause (a) of this Special Condition the Landlord may (but is not obliged to), upon the written request of the Tenant and at the cost of the Tenant, make good any damage done to the adjoining public roads including street furniture referred to in the said sub-clause (a).
27. No materials shall be dumped or stored, nor shall any work be carried out within the boundaries of a public road or way without the prior written consent of the District Lands Officer.
28. (a) Any damage or obstruction caused by the Tenant, his servants or agents to any nullah, sewer, storm-water drain or water main within or adjoining the Premises shall be made good by the Landlord at the cost of the Tenant, and the amount due in respect thereof shall be paid on demand to the Landlord by the Tenant.
- (b) Notwithstanding sub-clause (a) of this Special Condition, the Tenant shall, at the request of the Landlord, make good such damage or obstruction as specified by the Landlord at his own expense and in all respects to the satisfaction of the Landlord.
29. (a) The Tenant shall within three months from the commencement of the tenancy hereby created or such other extended period as may be approved by the District Lands Officer at the Tenant's own expense, in such manner with such materials and to such standards and design as the District Lands Officer shall approve and in all respects to the satisfaction of the District Lands Officer construct and thereafter maintain such drainage system including drains and channels, whether within the boundaries of the Premises or on any adjacent or adjoining Government land, to intercept and convey into the nearest stream-course, catchpit, channel or storm-water drain all water including storm-water or rain-water flowing from or falling or flowing on to the Premises, and the Tenant shall be solely liable for and shall indemnify the Landlord and his officers from and against all actions, liabilities, claims and demands arising out of any injury loss damage disturbance or nuisance whatsoever caused by such water.
- (b) If the Tenant fails to fulfill the obligations under sub-clause(a) of this Special Condition within the period stated therein, the District Lands Officer may (but is not obliged to) carry out the necessary works at the cost of the Tenant who shall pay to the Landlord on demand a sum equal to the cost thereof, such sum to be determined by the District Lands Officer whose determination shall be final and shall be binding

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

30. The works of connecting any drains and sewers from the Premises to the Government storm-water drains and sewers, when laid and commissioned, may be carried out by the District Lands Officer who shall not be liable to the Tenant for any loss or damage thereby occasioned and the Tenant shall pay to the Landlord on demand the cost of such connection works. Alternatively, the said connection works may be constructed by the Tenant at his own expense to the satisfaction of the District Lands Officer and in such case any section of the said connection works which is constructed in Government land shall upon demand be handed over by the Tenant to the Landlord for future maintenance thereof at the expense of the Landlord and the Tenant shall pay to the Landlord on demand the cost of the technical audit in respect of the said connection works.
31. Any foundations to be constructed near or adjoining any water main, sewer, storm-water drain or nullah within or adjoining the Premises shall comply with the requirements of the District Lands Officer.
32. The drainage of any building erected on the Premises shall be effected as may be required by the District Lands Officer, and the Tenant shall make all arrangements at his own expense and to the satisfaction of the District Lands Officer for the treatment and disposal of foul or contaminated water by the construction, operation and maintenance of suitable works either within the Premises or on Government land or otherwise and on such terms as the District Lands Officer shall require, and the Tenant shall be solely liable for any damage or nuisance caused thereby.
33. The Landlord does not undertake to provide facilities for flush drainage and gives no guarantee that such facilities will become available.
34. (a) The Tenant shall take or cause to be taken all proper and adequate care, skill and precautions at all times and particularly during any construction, maintenance, renewal, repair, removal or reinstatement work, including that referred to in Special Condition No. 10 hereof, to avoid doing any damage to any Government or other existing drain, waterway or watercourse (including water main), road, footpath, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running on, upon, over, under or adjacent to the Premises or any part thereof (collectively referred to as "the Works and Services").  
(b) Before carrying out any of the works referred to in sub-clause (a) of this Special Condition, the Tenant shall make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of the Works and Services, and shall submit his proposals for dealing with the Works and Services in writing to the District Lands Officer for his approval. No such works shall be carried out until the District Lands Officer has given his written approval.

- (c) The Tenant shall comply with and bear the sole cost of meeting any requirement imposed by the District Lands Officer in the approval referred to in sub-clause (b) of this Special Condition in respect of the Works and Services, including any necessary diversion, relaying, repairing, making good or reinstatement works.
  - (d) Except as provided in Special Condition No. 28 hereof, the Tenant shall at his own expense repair, make good and reinstate to the satisfaction of the District Lands Officer any damage or disturbance caused to the surface of the Premises or any part thereof or any of the Works and Services arising in any manner out of any construction, maintenance, renewal, diversion, relaying, making good, repair or reinstatement works referred to sub-clauses (a) and (c) of this Special Condition.
  - (e) If the Tenant fails to carry out any of the works referred to in sub-clauses (c) and (d) of this Special Condition to the satisfaction of the District Lands Officer, the District Lands Officer may (but is not obliged to) carry out any of such works as he considers necessary and the Tenant shall pay to the Landlord on demand the cost of such works.
35. Notwithstanding anything contained in this Agreement, the Landlord and his duly authorized officers, contractors, his or their workmen and any other persons authorized by him or them (hereinafter collectively referred to as "the authorized persons") with or without tools, equipment, machinery or motor vehicles shall upon reasonable prior notice being given to the Tenant have the right of unrestricted ingress, egress and regress to, from and through the Premises free of costs for the purposes of carrying out site investigation works or site inspection which the Landlord may require or authorize. Save in respect of restoring and making good the Premises to the same condition prior to the carrying out of site investigation works or site inspection, the Landlord and the authorized persons, shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Tenant arising out of or incidental to the exercise by the Landlord or the authorized persons of the right of unrestricted ingress, egress and regress and in the carrying out of the site investigation works or site inspection conferred under this Special Condition and no claim shall be made against the Landlord or the authorized persons by the Tenant in respect of any such loss, damage, nuisance or disturbance.
36. No rock crushing plant shall be permitted on the Premises.
37. (a) (i) No building or structure or support for any building or structure shall be erected within the area of drainage reserve shown coloured pink stippled black on the plan annexed hereto (hereinafter collectively referred to as "the Drainage Reserve Area").
- (ii) Notwithstanding sub-clause (i) of this Special Condition, with the prior written consent of the Chief Engineer/Hong Kong and Islands, Drainage Services Department (hereinafter referred to "Chief Engineer/HK&I") and subject to such terms and conditions as he may impose, a building or structure or support for part of a building or structure may be permitted over or within the Drainage Reserve Area provided that there is a clear space extending upwards from the ground level within the Drainage Reserve Area to a height of not less than 5.1 metres. For the purpose of this condition, the decision of the Chief Engineer/HK&I as to what constitutes the ground level or levels shall be final and binding upon the Tenant. For the avoidance of doubt, whether or not the said prior written consent is given shall not relieve to the Tenant from strict compliance of in Special Condition No. 3 hereof.

- (b) The Chief Engineer/HK&I and his duly authorized officers, contractors, his or their workmen (hereinafter collectively referred to as "the Authorized Parties") with or without tools, equipment, machinery or motor vehicles shall have the right of unrestricted ingress, egress and regress at all times to, from and through the Premises for the purposes of laying, inspecting, repairing and maintaining drains, sewers, channels, drainage facilities and all other services running across, through or under the Drainage Reserve Area (hereinafter referred to as "the Utilities") which the Chief Engineer/HK&I may require or authorize. No object or material of whatsoever nature which may obstruct access or cause excessive surcharge to the Utilities shall be placed within the Drainage Reserve Area. Where in the opinion of the Chief Engineer/HK&I (whose opinion shall be final and binding on the Tenant), there are objects or material within the Drainage Reserve Area which may obstruct access or cause excessive surcharge to the Utilities, the Chief Engineer/HK&I shall be entitled by notice in writing to call upon the Tenant, at his own expense and in all respects to the satisfaction of the Chief Engineer/HK&I, to demolish or remove such objects or material and to reinstate the Drainage Reserve Area. If the Tenant shall neglect or fail to comply with such notice within the period specified therein, or as required in an emergency the Chief Engineer/HK&I may carry out such removal demolition and reinstatement works as he may consider necessary and the Tenant shall pay to the Government on demand the cost of such works.
- (c) Save in respect of the reinstatement of any trench excavated in the exercise of the aforesaid rights and powers, the Government and the Authorized Parties shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Tenant arising out of or incidental to the exercise by the Authorized Parties of the right of unrestricted ingress, egress and regress and in laying, inspecting, repairing and maintaining the Utilities conferred under sub-clause (b) of this Special Condition and no claim shall be made against the Government or the Authorized Parties by the Tenant in respect of any such loss, damage, nuisance or disturbance.
- (d) Notwithstanding the sub-clauses (a)(i) and (a)(ii) of this Special Condition, with prior written consent of the Chief Engineer/HK&I and subject to such terms and conditions as he may impose, the Tenant may divert all public drainage system including drains and sewers within the Drainage Reserve Area at his own cost and to the satisfaction of the Chief Engineer/HK&I.
38. The Tenant shall provide and maintain at his own expense adequate toilet facilities in the Premises in all respects to the satisfaction of the Director of Food and Environmental Hygiene if valid licence(s) issued by the Director of Food and Environmental Hygiene require provision of toilet facilities in the Premises or part of the Premises.
39. Notwithstanding anything contained in this Agreement, the Landlord shall upon reasonable prior notice being given to the Tenant have the right to enter the Premises at any time to erect and fix a notice board(s) at such prominent location(s) of the Premises as the District Lands Officer may consider appropriate for displaying the sale site information.
40. (a) There is excepted and reserved unto the Landlord the stratum of the Government land at and below the level of +3.0 metres above the Hong Kong Principal Datum within the area as shown coloured pink cross-hatched black on the plan annexed hereto (which stratum of Government land is hereinafter referred to as "the Tunnel Reserve") as to which the Tenant shall have no right, title, possession or use nor any right or claim to compensation whatsoever in respect thereof.

- (b) There is excepted and reserved to the Landlord, his agents, licensees and those authorised by it the exclusive right and liberty throughout the term of the tenancy to construct, operate and maintain a tunnel at such level and to such depths as he sees fit in or within the Tunnel Reserve and the tunnel when constructed may be used by such person and persons, by such vehicles, for such purposes and uses, and at such times and in such manner as the Landlord may in his absolute discretion see fit.
  - (c) Neither the Tenant nor any other person shall make any claim against the Landlord or any of his officers, agents, lessees, tenants or those authorized by his servants, for any damage, nuisance, annoyance, loss or detriment of any kind whatsoever either to the Premises or to the Tenant caused by or arising out of the construction, maintenance, presence, operation or use of the tunnel.
  - (d) The Tenant shall permit the Landlord, his agents, licensees and those authorized by him the right of ingress, egress and regress to, from and through the Influence Zone at all times with or without tools, vehicles, machinery or equipment to carry out works, and for the purposes of any survey, inspection, examination, maintenance, improvement or development in connection with the tunnel and the Tenant shall provide suitable means of access to the Influence Zone to the satisfaction of the Landlord for the exercise of such right of ingress, egress and regress by the Landlord, his agents, licensees and those authorized by him. The Landlord and his duly authorized officers, agents, licensees and those authorized by him shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Tenant arising out of or incidental to the exercise of the rights conferred under this sub-clause and no claim or objection shall be made against him or them by the Tenant.
41. The Tenant shall accept that there is no fresh water supply to the Premises. He shall make his own arrangements at his own expense to obtain such a supply through a water supply system, within or outside the Premises, in accordance with the provisions of the Waterworks Ordinance, any regulations made thereunder and any amending legislation. Subject to there being in existence Government mains in future which in the opinion of the Water Authority are suitable for connection to the Premises, a fresh water supply from the Government mains may be given.
42. A salt water supply from Government mains will be given for flushing purposes. Provided always that where the Tenant provides or agrees to provide at his own expense a private salt water supply for any heating, cooling, humidification or other purposes, the Government will not grant the aforesaid salt water supply from Government mains for flushing purposes.
43. The Tenant consents to the Landlord disclosing to any third party (whether individual, corporate body, members of the public or other organization), the date of this Agreement, the date of commencement of the tenancy, the term of tenancy, the amount of rent, the location, area, usage of the Premises and permitted structures thereon, and agrees that the consent shall survive the expiry or termination of this Agreement.
44. The Tenant shall accept the Premises in the state and condition in which they are at the date possession is given.



45. There shall be a standing committee comprising representatives of the Development Bureau and relevant government departments ("the Standing Committee") established during the term of the tenancy hereby created. The Tenant shall at his own expense:
- (a) submit on or before the last day of each six calendar months a report (and any supporting document(s) as may be required by the Standing Committee) during the term of tenancy containing such information in relation to the setting up, operation and management of the Observation Wheel and Ancillary Facilities (including progress of their setting up with such detail to the satisfaction of the Standing Committee, number of visitors, Events/Activities held at the Premises in the preceding months and scheduled to be carried out in the coming months, etc.) as the Standing Committee may require;
  - (b) on or before the last day of every 12 calendar months of the tenancy, submit an annual summary report (and any supporting document(s) as may be required by the Standing Committee) during the term of tenancy containing such information as the Standing Committee may require in relation to his implementation of the Binding Proposal on Community Engagement set out in Schedule F of the Tender Application Form;
  - (c) notify the Standing Committee in writing within forty-eight (48) hours in the event of any personal injury or death of any staff or other persons employed by the Tenant or its contractors or agent in the course of any work carried out in pursuance of the Agreement irrespective whether a claim for compensation may be filed against the Tenant;
  - (d) notify the Standing Committee in writing within forty-eight (48) hours in the event of any major incident (including incident resulting in fatality or serious injury of visitors, prolonged trapping of passengers at high level or in unordinary orientation, etc.) or stoppage (including suspension, delay opening and early closure, etc.) of the Observation Wheel and Ancillary Facilities;
  - (e) attend such meetings as may be requested by the Standing Committee and submit to the Standing Committee other information or report as may be so requested by the Standing Committee at any time in order to ensure the compliance with this Agreement.



**Noise Control Guidelines for Music,**  
**Singing and Instrument Performing Activities held Essentially Daily**

**1. Introduction**

These guidelines are only applicable to noise from music, singing and instrument performance activities in places other than domestic premises, public places or construction sites, and provide information to organizers for holding such activities (especially large scale activities in which extensive sound amplification systems are employed and would likely cause noise disturbance to nearby noise sensitive receivers, such as residents) on noise control requirements and means for minimising noise emission from the activities.

**2. Noise control requirements**

Noise levels from the activities (including rehearsal and main event) should not be more than 5 dB(A) above the prevailing background noise level, as measured at one metre from the exterior building facade of any nearby noise sensitive receivers, during day time and evening period, i.e. 7 a.m. to 11p.m. The noise levels from the activities shall be measured in terms of Leq(15min.), 15-minute A-weighted equivalent continuous sound pressure level and the background noise levels in terms of Leq(5min.), 5-minute A-weighted equivalent continuous sound pressure level. For the nighttime, i.e. 11 p.m. to 7 a.m., noise from the activities should not be audible within any nearby noise sensitive receivers.

**3. Noise monitoring**

The organizer should appoint an appropriate person to monitor the noise situation by means of sound level meters at a nearby noise sensitive receiver, preferably the most affected one, as far as possible. If the organizer cannot gain access to any nearby noise sensitive receiver for monitoring, noise monitoring shall be carried out at an accessible location where the noise situation can best represent that at the nearby noise sensitive receiver. When noise monitoring is not carried out at the most affected noise sensitive receiver, it may be necessary to adjust the measured noise levels from the activity to reflect the noise levels at the most affected noise sensitive receiver taking into account of the difference in the noise propagation paths (e.g. different distance and barrier effect). The appropriate person should also measure the background noise levels before and after the activity, and monitor closely the noise levels during the activity. The appropriate person should provide feedback to the organizer for immediate action, such as adjustment of the speaker output level, whenever necessary for avoidance of any non-compliance with the above noise control requirements. Noise measurement in terms of Leq(15mins.) should be conducted at least hourly throughout the activity, of which the results should be recorded properly and submitted to the venue owner subsequently. The venue owner will provide the recorded measurements for reference of Environmental Protection Department when requested for any necessary follow up investigation. The sound level meters should comply with International Electrical Commission Publications 651:1979 (Type 1) and 804:1985 (Type 1), or be of a comparable professional quality.

**4. Complaint hotline**

During the activities, the organizer should provide a manned complaint hotline (Tape recording is not acceptable) so that action can be immediately taken to reduce the noise in response to complaints raised by nearby residents or relayed from other parties such as Food and Environmental Hygiene Department/Leisure and Cultural Services Department or Police.

**5. *Advance notice to nearby noise sensitive receivers***

The organizer should arrange to distribute advance notices to nearby residential buildings, hospitals or other noise sensitive uses to alert the people of the date, time, venue and programme of the activity, and the complaint hotline to which they can lodge their concern in case the noise from the activity is considered excessive.

**6. *Other recommended noise mitigation measures when PA or loudspeakers systems are used***

- to orientate stage to point away from the nearby noise sensitive receivers;
- to use a cluster of small power loudspeakers instead of a few large power loudspeakers; and
- to use directional loudspeakers and orientate them to point towards the audience and away from the nearby noise sensitive receivers.

**7. *Rehearsal***

Rehearsal might also cause noise disturbance. Testing of sound system should be shortened as much as practicable and full blown rehearsal should be minimised. In all respects, actions mentioned in paragraphs 2 to 6 should also be implemented including noise measurement. To minimize the inconvenience caused to nearby residents, rehearsal should be carried out during the time period between 9 a.m. and 7 p.m.

**8. *Other related noisy activities***

Other related noisy activities, such as preparation and tidying up of the venue, might also cause noise disturbance. In all respects, actions mentioned in paragraphs 4 and 5 should also be implemented. To minimize the inconvenience caused to nearby residents, such activities should be carried out during the time period between 9 a.m. and 7 p.m.

(03/2015)

Note: For music, singing and instrument performances to be conducted during New Year Eve Countdown events that will last beyond 12:00 midnight and with the support of relevant community groups representing the concerned locality, separate advice from the Environmental Protection Department (EPD) should be sought.

[Contacts for the respective Regional Offices of EPD could be found in  
[http://www.epd.gov.hk/epd/english/about\\_epd/facility/offices.html](http://www.epd.gov.hk/epd/english/about_epd/facility/offices.html)]





Dated ....., 20

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TENANCY AGREEMENT

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No. : NHX805

Rent : As specified in the First Schedule

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

Lands Department

