To : THE CHAIRMAN, QUOTATION OPENING TEAM
HOME AFFAIRS DEPARTMENT (HAD)
ROOM 1003, 10TH FLOOR, KWAI HING GOVERNMENT OFFICES BUILDING,
166-174 HING FONG ROAD, KWAI TSING

QUOTATION LABEL

Quotation Reference No. : K&TDO Q3/2026 **Closing Date** : 30 November 2026

NOTES

1. This Quotation MUST be placed in the Quotation Box located at the Room 1003, 10/F, Kwai Hing Government Offices Building, 166-174 Hing Fong Road, Kwai Tsing BEFORE 12:00 noon (Hong Kong time) on the closing date specified.
2. A Supplier is requested to return the Quotation in a ***PLAIN ENVELOPE*** which should bear no reference to the name of the Supplier and be properly sealed. The ***QUOTATION LABEL*** at the upper portion of this form must be affixed on the envelope.
3. If a Supplier is unable to make an offer, return of the Quotation Documents is NOT REQUIRED. However, HAD does appreciate it if the Supplier could complete the lower portion of this form and return it to the department by post in a PLAIN ENVELOPE with the QUOTATION LABEL affixed on the envelope before the closing date specified. This will enable HAD to understand the Supplier's reason for not submitting Quotation and HAD may take this into consideration in the next quotation exercise.
4. Each submission, irrespective of whether it is with or without an offer, must be put in an individual envelope. It is not acceptable to put more than one Quotation in the same envelope.
5. Quotation may be lodged from 9:00 a.m. to 1:00 p.m. and from 2:00 p.m. to 6:00 p.m. from Monday to Friday, except public holidays.
6. Quotation will not be accepted if it is sent by post with inadequate postage.
7. Late Quotation will not be considered.
8. In case tropical cyclone warning signal no. 8 or above is hoisted or a black rainstorm warning signal or "extreme conditions" announced by the Government is/are in force for any duration between 9:00 a.m. and 12 noon. on the quotation closing date, the quotation closing date and time will be extended to 12:00 noon on the next working day (i.e. except Saturday and Sunday) other than public holidays.

To : The Chairman, Quotation Opening Committee

With reference to your Invitation to Quotation (Quotation Reference No. : K&TDO Q3/2026 ; Quotation Closing Date : 30 November 2026), I regret that I am unable to quote due to the following reasons :

(Please tick against the box where applicable)

	Reasons	***Remarks (if any)***
☐	Requirement is out of our range of supply/service.	
☐	Specifications cannot be met.	
☐	Delivery schedule cannot be met.	
☐	Quotation closing date cannot be met.	
☐	Quantity required is too small.	
☐	Others (Please specify)	

Signature : _____

Name in Block Letters : _____

Name of Company : _____

Date : _____

Home Affairs Department
Invitation for Quotation
QUOTATION FORM

Quotation Ref.: K&TDO Q3/2026
File Ref.: L/M (1) in 11-2100-90-5 Contract No._____

LODGING OF QUOTATION

To be acceptable as a quotation, this form, properly completed in duplicate and enclosed in a sealed plain envelop marked "**Quotation for the Grant of Permit to Operate Kiosks at Lantau Link Viewing Platform, Tsing Yi"** and addressed to the Chairman, Quotation Opening Team, Home Affairs Department must be deposited in the Kwai Tsing District Office Quotation Box situated at Room 1003, 10/F, Kwai Hing Government Offices Building, 166-174 Hing Fong Road, Kwai Chung before **12 noon on 30 November 2026 (Monday)**. Late quotations will not be accepted.

Part I – Quotation Form

These documents under the quotation reference **K&TDO Q03/2026** consist of the following documents (collectively the "Quotation Documents"):

Part 1 - This Quotation Form (Sheets 1 to 3);

HAD-TERMS-2 (Sheets 5 to 21);

Part 2 - (a) Interpretation (Supplement) (Sheets 22 to 26);

(b) Terms of Quotation (Supplement) (Sheets 27 to 52);

Part 3 - Special Conditions of Contract (Sheets 53 to 100);

Part 4 - (a) Schedules (Sheets 101 to 128);

Contract Schedule 1	Monthly Permit Fee
Contract Schedule 1A	Statement of Compliance
Contract Schedule 2	List of Food Recommended for Sale at the Kiosks *(for light refreshment business only, if applicable)*
Contract Schedule 2A	Proposed Services and/or Items to be sold at the Kiosks
Contract Schedule 3	Information of the Service Provider
Contract Schedule 4	Form of Security Deposit Election
Contract Schedule 5	Information of the Permit Area
Contract Schedule 6	Technical Schedule

Contract Schedule 7	Government's Provisions Made Available to the Contractor at the Permit Area
Contract Schedule 8	The Non-collusive Quotation Certificate
Contract Schedule 9	Form of Bank Guarantee

(b) Annexes (Sheets 129 to 133); and

Annex A	General Information of Lantau Link View Point
Annex B	Location Plan of Lantau Link View Point
Annex C	Layout Plan
Annex D	Sketch of the Structures for the Indoor Area
Annex E	Layout Plan of the Signboard

(c) Articles of Agreement (Sheets 134 to 136).

Attached to this quotation (if any).

Dated on: **6 November 2026**

HOME AFFAIRS DEPARTMENT
民政事務總署
KWAI TSING DISTRICT OFFICE
葵青民政事務處

_____

Government Representative

Part II – Offer to be Bound

1. Having read the Quotation Documents, I/we, the Service Provider mentioned below, agree to be bound by all of the terms and conditions as stipulated therein.

2. I/We, the Service Provider mentioned below, do agree to carry out the business mentioned in the Quotation Documents and pay the Monthly Permit Fee as quoted by me/us in the Contract Schedule 1, subject to and in accordance with the terms and conditions of the Quotation Documents.

3. I/We understand and agree that in the event that I/We withdraw or revoke the quotation hereby submitted within the period stipulated in clause (6) of the Terms of Quotation (Supplement) or refuse or fail to carry out all or any of the Services provided for in the Contract upon acceptance of the quotation hereby submitted, the sum deposited will be absolutely forfeited to the Government in accordance with the Special Conditions of Contract set out in Part 3 hereof.

4. I/We, also certify that the particulars given by me/us below, are correct:-

(a) The number of my/our/the Company's Business Registration Certificate is

_____

(b) The date of expiry of my/our/the Company's Business Registration Certificate is

_____

(c) I am/We are/The Company is covered by an Employees' Compensation Insurance Policy, the particulars of which are as follows:-

Policy No. _____

Name of Insurance Company_____

Period covered by the Policy is from _____to _____

Brief particulars of the cover provided and any special conditions are as follows:_____

5. I am/We are duly authorized to bind the said Company hereafter mentioned by my/our signature(s).

- or -

I am a partner/We are partners in the firm hereinafter mentioned and duly authorized to bind the said firm and the partners therein for the time being.

6. The name of the Company/Firm is _____

7. The registered office of the Company is situated at _____Hong Kong

8. Name(s) and address(es) of person(s) signing:

_____

Signature:- _____

(**with company chop**)

Dated this_____day of _____ 202 __

Note : (i) All the particulars required above must be completed.

(ii) Strike out clearly alternatives which are not applicable.

[Quotation Ref: K&TDO Q3/2026]

THE GOVERNMENT OF

THE HONG KONG SPECIAL ADMINISTRATIVE REGION

Quotation for the Grant of Permit to Operate Kiosks
at Lantau Link Viewing Platform, Tsing Yi

FOREWORD

This document on Quotation Ref. K&TDO Q3/2026 contains the terms and conditions used for bidding requirements for the quotation for the grant of permit to operate Kiosks at Lantau Link Viewing Platform, Tsing Yi.

In the invitations to quotations, these terms and conditions will not be re-issued in order to reduce the documentation. However, bidders who respond to the invitation will be asked to confirm compliance with these terms and conditions, and those issued under the addendum, if any.

A quotation briefing and site visit session will be held at **3:00 p.m. on 19 November 2026 (Thursday)** at the Lantau Link Viewing Platform. For details, please refer to **Clause 21** of the **Terms of Quotation (Supplement)**.

HAD-TERMS-2
(March 2026)

THE GOVERNMENT OF
THE HONG KONG SPECIAL ADMINISTRATIVE REGION

QUOTATION FOR SERVICES
STANDARD TERMS AND CONDITIONS
Reference No. HAD-TERMS-2

FOREWORD

This document Ref. HAD-TERMS-2 issued by the Home Affairs Department (HAD) contains the standard terms and conditions used for bidding requirements of the Government of the Hong Kong Special Administrative Region. HAD may issue addendum to these terms and conditions whenever necessary.

In the invitations to quotations, these terms and conditions will not be re-issued in order to reduce the documentation. However, bidders who respond to the invitation will be asked to confirm compliance with these terms and conditions, and those issued under the addendum.

The Chinese translation is for reference only. In the event of any conflict or ambiguity between the English text and the Chinese translation, the English text will prevail.

INTERPRETATION

In this document and the invitation to quotation, unless the context otherwise requires:

"Bidder"	means the firm or the organization referred to in the "Offer to be Bound" section of the invitation to quotation;
"Contract"	means the contract hereunder and reference to the terms thereof shall include the terms of quotation in PART 1 hereof unless inconsistent with the context of such reference;
"Contractor"	means the Bidder whose quotation is accepted;
"Force Majeure Event"	means: (a) any outbreak of war, hostilities (whether war be declared or not), invasion, acts of foreign enemies, rebellion, revolution affecting Hong Kong, overthrow (whether by external or internal means) of the Government; or (b) any event which is not caused or contributed to by, and is beyond the control of, the Contractor, its related persons (as defined in Paragraphs 42(d) of the Special Conditions of Contract) or any employee or agent or ex-employee or ex-agent of the Contractor and none of them can prevent the consequences of such event from happening; and which, in any case of (a) or (b) above, materially prevents the performance of the duties and obligations of any Party hereunder; for the avoidance of doubt, any change of law and regulation of whichever jurisdiction shall not be treated as a Force Majeure Event;
"Government"	means the Government of the Hong Kong Special Administrative Region of the People's Republic of China;

"Government Representative"	means: (a) the Director of Home Affairs or the Head of the Department acting for and on behalf of Government; (b) any public officer of the Government authorised by (a) for the purposes of the Contract; and (c) any other public officer authorised by the public officer referred to in (b) for the purposes of the Contract. The Government may change the Government Representative and/or his post title from time to time as it thinks fit without prior notice to the Contractor;
"Hong Kong"	means the Hong Kong Special Administrative Region of the People's Republic of China;
"Inspecting Officer"	means the officer appointed by the Government Representative for the purpose of inspecting the services performed in pursuance of the Contract;
"Schedule"	means the schedule attached to the invitation to;
"Services"	means the work referred to in the Schedule;
"Quotation Closing Date"	means the latest date (Hong Kong time) by which quotations must be lodged;
"WTO GPA"	means the Agreement on Government Procurement of the World Trade Organization.

PART 1
TERMS OF QUOTATION

Unless otherwise specified below that particular clauses apply to paper-based bidding, the following Terms of Quotation in Part 1 and General Conditions of Contract in Part 2 apply to paper-based bidding.

1. Invitation to quotation

Quotations are invited for the execution of the whole (or any part) of the Services more particularly set out in the Schedule subject to and in accordance with these Terms of Quotation, the General Conditions set out in Part 2 hereof and the Special Conditions if any, set out in the invitation to quotation.

2. Quotation

(a) The quotation relates to the execution of all (or any part) of the Services during the Contract period as specified in the Schedule.

(b) The Schedule issued with the quotation must not be altered by the Bidder. Any modification of the Schedule considered necessary by the Bidder should be the subject of a separate letter accompanying the quotation. Figures should not be altered or erased; any alteration should be effected by striking through the incorrect figures and inserting the correct figures in ink above the original figures. All such amendments should be initialled by the Bidder in ink.

(c) Quotations are to be submitted in duplicate and are to be completed in ink or typescript. Quotations not so submitted may not be considered.

(d) Quotations may not be considered if complete information is not given with the quotation or if any particulars and data asked for in the Schedule are not furnished in full. Complete information should accompany the quotation.

3. Quotations to Remain Open

(a) Quotations shall, unless otherwise indicated by the Bidder, remain open for not less than 90 days after the Quotation or Tender Closing Date. If Bidders are unable to comply with this requirement, they must clearly state the period for which their quotation is valid for acceptance in the space provided in the invitation to quotation. If before the expiry

of the agreed validity period their offer is withdrawn, they are advised that due notice will be taken of their action and this may well prejudice their future standing as a Government supplier. Bidders should state the quotation validity period in the space provided in the invitation to quotation if they are unable to comply with the required period.

(b) Quotation Closing Date and Time

All quotations must be submitted before the Quotation Closing Date and time (Hong Kong time). Late quotations will not be considered. All quotations must be deposited in the quotation box as specified in the quotation.

(c) Quotation Closing Date and Time Extension in case a rainstorm black warning or typhoon signal No. 8 or above is hoisted within three (3) hours period before the closing time, the quotation closing time will be extended to the same closing time on the next weekday (i.e. except Saturday and Sunday) other than public holiday.

4. Charges

(a) The charges to be quoted by Bidders are to be shown in Hong Kong dollars. Such charges shall be net and where applicable, they shall include trade and cash discounts and all expenses incidental to the due and proper performance of the Contract by the Contractor. The charges to be quoted by the Bidder must only be shown on the Schedule provided in the invitation to quotation.

(b) If, at the request of the Contractor, assistance of any Government staff is provided after normal working hours (i.e. Mondays to Fridays, inclusive, 9 a.m. to 5 p.m.; Saturdays, 9 a.m. to 12 noon; Sundays and public holidays excluded) the Contractor will be responsible for the overtime remuneration, subsistence allowances and travelling expenses of such Government staff directly engaged in such assistance.

(c) Prices quoted

It will be assumed, unless Bidders clearly stipulate otherwise, that their offers will remain valid for the duration of the Contract. Therefore no request for price variation will be considered. If, however, a Bidder wishes to submit a conditional offer which contains a price variation clause, he may do so, with the clear understanding that such an offer may prejudice the award of the Contract. In any such case the basis of the price variation

formula should be clearly stipulated and accepted by the Government in writing. The conditional offer to be quoted by the Bidder must only be shown on the Schedule provided in the invitation to quotation.

(d) Accuracy of Quotation Prices

Bidders should make certain the prices quoted are accurate before submitting their quotations. Under no circumstances will the Government accept any request for price adjustment on grounds that a mistake has been made in the quotation prices.

5. Acceptance

(a) The successful Bidder will receive as an indication of acceptance a fax or a Letter of Acceptance. This fax or Letter of Acceptance shall constitute a binding contract. Bidders who do not receive any notification within the validity period of their offer shall assume that their quotations have not been accepted.

(b) Schedule of Compliance

Bidders shall complete the 'Schedule of Compliance' provided in respect of the offer. Should alternative offer(s) be included, separate 'Schedule of Compliance' should be completed accordingly. Failure to complete the 'Schedule of Compliance' will invalidate the quotation. Bidders are requested to confirm in the 'Schedule of Compliance' that offers submitted comply with the required specification in every respect. If an offer does not conform to the quotation specification, Bidders should provide full details of their alternative offer, but the Government reserves the right to accept or reject any such offer.

6. Alternative Proposals and Negotiation

Alternative proposals which improve the value of the offer may be submitted. The Government reserves the right to negotiate with any Bidder about the terms of the offer.

7. Consideration of Offers

The Government is not bound to consider an offer in the event of a claim being received by the Government alleging or the Government having grounds to believe that the Services to be provided by the Bidder in the quotation are infringing copyrights or have otherwise infringed the intellectual property

rights in the goods or product of a third party.

8. Saving

The Government Representative is not bound to accept the lowest or any quotation offer and reserves the right to accept all or any part of any quotation offer at any time within the period mentioned in clause 3 hereof.

9. [Deleted]

10. Documents of Unsuccessful Bidders

Documents of unsuccessful Bidders may be destroyed not less than three months after the date the Contract has been awarded and the agreement signed. For procurements covered by WTO GPA, documents submitted by Bidders shall be retained for a period of not less than three years after the Contract has been executed.

11. New Information Relevant to Qualified Status

Bidders should inform the Government in writing immediately of any factor which might affect their qualified status as an enlisted supplier with the Government, or as a qualified supplier for a particular service. The Government reserves the right to review their qualified status in the light of any new information relevant to their qualification.

12. [Deleted]

13. [Deleted]

14. Personal Data Provided

(a) Bidder's personal data provided in the quotation will be used for quotation evaluation and contract award purposes. If insufficient and inaccurate information is provided, the quotation may not be considered.

(b) Bidder acknowledges and consents that Bidder's personal data provided in the quotation may be disclosed to other government departments and non-government organizations.

(c) Bidders have the right of access and correction with respect to personal data as provided

for in Sections 18 and 22 Principle 6 of Schedule 1 of the Personal Data (Privacy) Ordinance. The right of access includes the right to obtain a copy of the Bidder's personal data provided in the quotation.

(d) Enquiries concerning the personal data collected by means of the quotation, including the making of access and corrections, should be addressed to Personal Data Privacy Officer of the department issuing the quotation.

15. Contractors' Performance Monitoring

Bidders are advised that should they be awarded the contract their subsequent performance will be monitored and may be taken into account when their future quotations are evaluated. A quotation will be rejected if by the quotation closing date, the Bidder is under suspension from bidding for HAD quotations.

16. Cancellation of Quotation

Without prejudice to the Government's right to cancel the quotation, where there are changes of requirement after quotation closing date for operational or whatever reasons, the Government is not bound to accept any conforming quotation offer and reserves the right to cancel the quotation.

PART 2
GENERAL CONDITIONS OF CONTRACT

1. Total Services and Variation

(a) The Services to be performed under the Contract shall be as laid down in the Schedule and Special Conditions of Contract and shall be carried out, as and when required, to the satisfaction of the Inspecting Officer. All orders placed under the Contract shall be issued in writing and Government will not be responsible for Services performed on oral instructions issued by any person whomsoever.

(b) The Contractor shall not extend the Services beyond the requirements specified in the Schedule except as directed in writing by the Government Representative; but the Government Representative may, subject to the proviso hereinafter contained, at any time during the Contract period by notice in writing direct the Contractor to alter, amend, omit, add to, or otherwise vary any of the Services and/or the Contract period, and the Contractor shall carry out such variations, and be bound by the same conditions, so far as are applicable, as though the said variations were stated in the Schedule.

Provided that no such variation shall, except with the consent in writing of the Contractor, involve a net addition to or deduction from the Contract price of more than twenty per cent or the Contract period of more than six months, unless otherwise mutually agreed by the Contractor and Government.

(c) Where a variation has been made to the Contract the amount to be added to or deducted from the Contract price in accordance with that variation shall be determined in accordance with the rates specified in the Schedule so far as the same may be applicable and where rates are not contained in the said Schedule, or are not applicable, such amount shall be such sum as is reasonable in the circumstances.

Due account shall be taken of any partial execution of the Services which are rendered useless by any such variation.

2. Assignment

The Contractor shall not, without the written consent of the Government Representative, assign or otherwise transfer the Contract, or any part share or interest therein, and the performance of the Contract by the Contractor shall be deemed to be personal to him.

3. Quality of Services

(a) The Services shall be as specified in the Schedule and shall fulfil all the conditions and terms of any drawings and specifications (if any) supplied to the Contractor.

(b) Any drawings and specifications reasonably required for the Contractor's guidance in the execution of the Contract shall be provided by Government free of charge but shall be returned on completion of the Contract.

4. Inspection and Acceptance

All Services performed in pursuance of the Contract shall be subject to inspection and shall not be deemed to have been accepted unless either:

(a) The Government Representative shall so certify; or

(b) The Services are not rejected as being unsatisfactory within 21 days of the date upon which they were executed.

5. Rejections

(a) Without prejudice to any statutory rights, the Inspecting Officer or the Government Representative may reject any Services (or part thereof) which do not strictly conform to the conditions of sub-clause (a) of clause 3 hereof.

(b) Within 24 hours of being notified in writing of the rejection of any Services the Contractor shall be required to take the necessary action to rectify such rejected Services.

6. Government Property

When Government property is issued to the Contractor under the Contract, the Contractor shall be responsible for the due return of all such property. Should any such property be lost or damaged from any cause whatsoever while in the possession or control of the Contractor or his servants, workmen or agents, the Contractor shall pay for the same at total original cost plus 20%. A count of the articles or material in the possession of the Contractor may be made at any time by the Government Representative and the Contractor shall render such assistance as is necessary for this purpose.

7. Government Premises/Contractor's Premises

(a) The Contractor, shall ensure that all persons engaged by him in carrying out the Contract keep to such parts of Government premises as are necessary for the due discharge of the Contractor's obligations under the Contract.

(b) Where the Services are carried out on the Contractor's premises such premises shall be open to inspection by the Government Representative or Inspecting Officer at all reasonable times.

(c) The safety of any craft, vessel and vehicle used by the Contractor and brought alongside or onto Government premises, piers or wharves, as the case may be, shall be the responsibility of the Contractor, who shall indemnify the Government in respect of any loss or damage to such Government premises, piers or wharves.

8. Payment for Services

The Contractor shall render to the Government Representative:

(a) an itemised account on or before the 10th or the 25th day of each month of the charges which he considers due to him for Services completed under the Contract; or

(b) on completion of any separate portion of the Services (in respect of which a charge is laid down in the Schedule) an account for such portion.

All such accounts shall be signed by the Government Representative or the Inspecting Officer. Unless otherwise agreed by the Government Representative such accounts shall be paid within 30 days of the date upon which:

(i) where the said accounts are signed by the Government Representative or Inspecting Officer, or

(ii) where the Services have been accepted pursuant to clause 4 of the General Conditions herein,

whichever date is the earlier.

9. Illegal Workers

(a) The Contractor undertakes not to employ illegal workers in the execution of any Government contracts. Should the Contractor be found to have employed illegal workers in breach of this undertaking, the Government Representative may, on behalf of the Government, by notice in writing, terminate the Contract and the Contractor is not entitled to claim any compensation.

(b) The Contractor shall be liable for all expenses necessarily incurred by the Government as a result of the termination of the Contract.

10. Default

If the Contractor shall fail to carry out all or any of the Services provided for in the Contract within the Contract period or such extended period as may be agreed in accordance with clause 1(b) hereof, the Government may at its absolute discretion terminate the whole or any part of the Contract by notice in writing to the Contractor, but without prejudice to any claims by the Government for breach of Contract including but not limited to its right of Government to assign the balance of the uncompleted Services to another contractor or contractors whereupon the Contractor shall be liable for any sums so incurred in excess (hereinafter called 'any excess') of the Contract price.

11. Recovery of Sums Due

Where the Contractor has incurred any liability to the Government, whether under the Contract or any other contract made between the Government and the Contractor and whether such liability is liquidated or unliquidated, the Government may set off the amount of such liquidated liability and a reasonable estimate of the amount of any unliquidated liability, against any sum then due or which at any time thereafter may become due from the Government to the Contractor under the Contract or any other contract made between the Government and the Contractor.

12. Liability for Damages or Compensation

(a) Government and its employees or agents shall not be under any liability whatsoever for or in respect of:

(i) any loss of or damage to any of the Contractor's property or that of its employees or agents however caused (whether by any Negligence of the Government or any of its employees or agents or otherwise).

(ii) any injury to or death of any of the Contractor's employees or agents save and except any such injury or death caused by the Negligence of the Government or any of its employees or agents.

(b) The Contractor shall indemnify the Government and its employees or agents against any claim or demand made against or liability incurred (including all costs, charges or expenses whatsoever) by the Government or any of its employees or agents in respect of :

(i) any loss, damage, injury or death referred to in sub-clause(a) of this clause (save and except injury or death caused by the Negligence of Government or any of its employees or agents).

(ii) any loss or damage sustained by or any injury to or death of any third party in consequence of any Negligence of the Contractor or any of its employees or agents.

(c) The Contractor shall indemnify the Government against any loss of or damage to any property of the Government or of any of its employees or agents or any injury to any employee or agent of the Government arising out of the Negligence of the Contractor or any of its employees, sub-contractors or agents.

(d) For the purposes of this clause 'Negligence' shall have the same meaning as that assigned to it in Section 2(1) of the Control of Exemption Clauses Ordinance.

13. Policy of Insurance and Compensation

(a) The Contractor shall effect a policy of insurance against all claims, demands or liability under the Contract with an insurance company approved by Government (which approval shall not be unreasonably withheld) and shall continue such insurance during the continuance of the Contract and shall when required, deposit with the Government Representative for safe keeping during the Contract period such policy of insurance together with the receipt of payment of the current premium.

(b) If the Contractor shall fail to effect and keep in force the insurance referred to or any other insurance which he may be required to effect under the terms of the Contract then and in any such cases Government may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to

time deduct the amount so paid by Government as aforesaid from any moneys due or which may become due to the Contractor or recover the same as a debt due from the Contractor.

(c) In the event of any of the Contractor's employees or agents suffering any injury or death in the course of or arising out of the Contract and whether there be a claim for compensation or not, the Contractor shall within 7 clear working days give notice in writing of such injury or death to the Government Representative.

14. Bankruptcy

The Government Representative may at any time by notice in writing summarily terminate the Contract without entitling the Contractor to compensation in any of the following events:

(a) if the Contractor shall at any time be adjudged bankrupt, or shall have a receiving order or orders for administration of his estate made against him, or shall take any proceedings for liquidation or composition under any Bankruptcy Ordinance for the time being in force, or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purports so to do; or

(b) if the Contractor, being a company shall pass a resolution or the court shall make an order for the liquidation of its assets, or a receiver or manager shall be appointed on behalf of the debenture holders, or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or manager.

Provided always that such determination shall not prejudice or affect any right or action or remedy which shall have accrued or shall accrue thereafter to the Government.

15. Corrupt Gifts

(a) If the Contractor or any employee or agent of the Contractor shall be found to have committed an offence under the Prevention of Bribery Ordinance (Chapter 201) or any subsidiary legislation made thereunder or under any law of a similar nature in relation to the Contract or any other Government contracts, the Government Representative may, on behalf of the Government, summarily terminate the Contract, without entitling the Contractor to any compensation therefor.

(b) The Contractor shall be liable for all expenses necessarily incurred by the Government

as the result of the termination of the Contract.

16. Consent to Disclosure

The Government shall have the right to disclose whenever it considers appropriate or upon request by any third party (written or otherwise) information on the awarded contract, without any further reference to the successful Bidder, the name and address of the successful Bidder, description of services and the contract amount.

17. Publicity

The Contractor shall submit to the Government Representative all advertising or other publicity material relating to the Contract or the products supplied or other work done in connection with the Contract wherein the Government's name is mentioned or language used from which a connection with the Government can reasonably be inferred or implied. The Contractor shall not publish or use any advertising or other publicity material without the prior written consent of the Government Representative.

18. Dispute Resolution and Jurisdiction

(i) In the case where the Contractor whose place of business is in Hong Kong or the Chinese Mainland:-

(a) the Parties shall first refer any dispute or difference arising out of or in connection with the Contract to mediation in accordance with The Government of the Hong Kong Special Administrative Region Mediation Rules prevailing at the time ("Mediation Rules"); and

(b) if the said dispute or difference is not settled by mediation according to Clause 18(i)(a) above, a Party may institute litigation in respect of the said dispute or difference. The Parties agree that the courts of Hong Kong shall have exclusive jurisdiction in respect of the said dispute or difference.

(ii) In the case where the Contractor whose place of business is not in a jurisdiction which is Hong Kong or the Chinese Mainland:-

(a) the Parties shall first refer any dispute or difference arising out of or in connection with the Contract to mediation in accordance with the Mediation Rules; and

(b) if the said dispute or difference is not settled by mediation according to Clause 18(ii)(a) above, the said dispute or difference shall be adjudicated by arbitration to be held in accordance with the Hong Kong International Arbitration Centre Domestic Arbitration Rules prevailing at the time when a notice of arbitration is issued by a Party ("Arbitration Rules") except that regardless of whether the Arbitration Rules providing anything to the contrary, unless the Parties otherwise agree in writing: (i) the arbitration hearing must be held in Hong Kong and that the Arbitration Ordinance (Chapter 609 of the Laws of Hong Kong) shall apply to the arbitration (including the whole of Schedule 2); and (ii) without prejudice to section 18(2) of the Arbitration Ordinance, the Government may on its own disclose any information relating to (1) the arbitral proceedings under the arbitration agreement; and (2) an award made in those arbitral proceedings.

19. Assistance in Legal Proceedings

(a) If and whenever requested to do so by the Government Representative, the Contractor shall provide to the Government all relevant information, documents (including documentation and statements from staff) and other assistance in connection with any inquiry, investigation, mediation, arbitration, tribunal hearings or court proceedings in which the Government may become involved or any internal disciplinary hearing of the Government that arises out of or in connection with the Contract or the Contractor's presence at the Government's premises. If requested by the Government, the Contractor shall arrange for relevant staff to give evidence at such inquiries, investigations, arbitrations, hearings or proceedings or to participate and/or provide assistance at such mediation.

(b) Where the Contractor or any employees, agents or contractors of the Contractor become aware of an incident, accident or other matter which may give rise to a claim or legal proceedings by a third party against the Government or the Contractor or in respect of the Contract, it shall notify the Government Representative immediately in writing giving full details of such incident, accident or matter as the Government Representative may require.

20. Governing Law

The Contract shall be governed by and construed in accordance with the laws of Hong Kong.

21. Order of Precedence

In the event that there is any conflict, contradiction or ambiguity between any documents which form part of the Contract, the following order of precedence shall be applied in order to resolve any such conflict, contradiction or ambiguity:

(a) Special Conditions of Contract

(b) Service Specifications

(c) Terms of Quotation (Supplement)

(d) Schedules

(e) General Conditions of Contract

(f) Terms of Quotation

Part 2 – INTERPRETATION (SUPPLEMENT)

1. In this invitation to quotation document, unless the context otherwise requires, the following expressions have the following meanings:

"Articles of Agreement"	means the articles of agreement to be entered into or entered into between the Government and the Permit Holder upon the Permit Holder's fulfillment of all the conditions specified in the Conditional Acceptance of Quotation to the satisfaction of the Government;
"Business"	has the meaning given to the term in Clause 3(a) of the Special Conditions of Contract;
"Cap."	means a Chapter of the Laws of Hong Kong;
"Commencement Date"	means the date on which the period commences as specified in Clause 2 of the Special Conditions of Contract (including any advancement or deferment pursuant to Clause 9 of the Special Conditions of Contract);
"Conditional Acceptance of Quotation"	as the meaning given to the term in Clause 15(b) of the Terms of Quotation (Supplement);
"Contract"	means the contract made between the Government and the Permit Holder for the use of the Permit Area and subject to the terms and conditions set out in the Quotation Documents and the quotation submitted by the Permit Holder (to the extent accepted by the Government);
"Event"	means any form of entertainment or function which take place at the Venue, where attendance of spectators is expected;
"Essential Requirement"	means a requirement specified in the Quotation Documents which is identified as an essential requirement or a requirement in relation to which it is stated in the Quotation Documents that the non-compliance by a Quotation or a Service Provider as at the Quotation Closing Date will lead to that Quotation or Service Provider not being considered further (or the Quotation or Service Provider being disqualified);

"General Holiday"	means every Sunday and any other day which is a general holiday by virtue of the General Holidays Ordinance (Cap. 149);
"Good Industry Practice"	means the standards, practices, methods and procedures conforming to all laws and regulations, and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances;
"Government"	means the Government of Hong Kong;
"Government Property"	means all property, equipment and machinery provided or to be provided by the Government to the Permit Holder under or for the purposes of or in relation to the Contract or otherwise the Permit Holder has access to;
"Government Representative"	means the Director of Home Affairs or any duly authorised officer for the purpose of the Contract;
"HAD"	means the Home Affairs Department of the Government;
"Hong Kong"	means the Hong Kong Special Administrative Region of the People's Republic of China;
"Intellectual Property Rights" or "IPR"	means patents, trade marks, service marks, trade names, design rights, copyright, domain names, database rights, rights in know-how, new inventions, designs, or processes, and other intellectual property rights whether now known or created in future (of whatever nature and wherever arising) and in each case whether registered or unregistered and including applications for the grant of any such rights;
"Invitation to Quotation"	means the invitation issued by the Government to invite quotation for the Contract on the terms and conditions set out in the Quotation Documents;
"Kiosk"	has the meaning given to the term in Clause 3(a) of Special Conditions of Contract;
"Monthly Permit Fee"	has the meaning given to the term in Clause 6 of the Special Conditions of Contract;

"Non-collusive Quotation Certificate"	means a document known as such and in the form attached to the Quotation Document for completion and submission by the Service Provider as part of its Quotation under Clause 41(b) of the Terms of Quotation (Supplement);
"Outdoor Seating Accommodation"	means the areas of outdoor seating accommodation annexed to the Kiosk as specified in **Contract Schedule 5** and as the outdoor area delineated and shown shaded green in **Annex C**;
"Permit"	means the permission to conduct the Business;
"Permit Area"	has the meaning given to the term in Clause 3 of the Special Conditions of Contract;
"Permit Holder"	means the Service Provider whose Quotation is accepted by the Government;
"Quotation"(upper or lower case)	means a quotation submitted in response to this Invitation to Quotation;
"Quotation Closing Date"	means the date and time specified in the Quotation Form as the latest date and time before which Quotations must be deposited with the Government, as the same may be extended by the Government pursuant to any applicable provisions in the Quotation Documents;
"Quotation Documents"	means the documents as specified in Clause 1 of the Terms of Quotation (Supplement);
"Quotation Submission Date"	means the date of the Offer to be Bound;
"Quotation Validity Period"	means the period during which the Quotation is to remain open and as specified in Clause 16 of the Terms of Quotation (Supplement);
"Security Deposit"	means the sum of money deposited by the Permit Holder by cash, cheque or cashier's order or in form of bank guarantee referred to in Clause 12 of the Terms of Quotation (Supplement) and Clause 8 of the Special

	Conditions of Contract;
"Service Provider"	means the Person submitting a quotation;
"stored value facility" (in upper or lower case) "	has the meaning as set out in section 2A of the Payment Systems and Stored Value Facilities Ordinance (Chapter 584 of the Laws of Hong Kong);
"Term"	means the period as specified in Clause 2 of the Special Conditions of Contract (including any extensions pursuant to Clause 2(b) of the Special Conditions of Contract);
"Venue"	means the Lantau Link Viewing Platform, located at Tsing Yi, New Territories, Hong Kong as indicated in Annex B;
"LLVP"	means the Lantau Link Viewing Platform, located at Tsing Yi, New Territories, Hong Kong as indicated in Annex B; and
"Working day"	means Monday to Friday, other than a public holiday or a day on which Tropical Cyclone Warning Signal No. 8 or above is hoisted, or a Black Rainstorm Warning Signal or "extreme conditions" announced by the Government is/are in force for any time during the normal business hours.

2. In the Quotation Documents and the Contract, unless the context otherwise requires, the following rules of interpretation shall apply –

(a) "month" and "monthly" refer to a calendar month;

(b) a time of a day shall be construed as a reference to Hong Kong time;

(c) the masculine gender includes the feminine and the neuter genders and vice versa;

(d) the singular includes the plural and vice versa;

(e) the "Person" includes any individual, company, corporation, partnership and firm;

(f) reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by

any subsequent statute, enactment, order, regulation or instrument. Reference to a statute or enactment shall include all subsidiary legislation made thereunder;

(g) the heading to individual clauses of the Contract and individual terms of the Terms of Quotation (Supplement) are for ease of reference only and shall not affect the interpretation or construction of the Terms of Quotation (Supplement) or the Contract; and

(h) references to a Clause, Sub-clause, Section or Paragraph in or a Schedule, Annex, Appendix or any other attachment to a document are to a clause, sub-clause, section or paragraph in or a schedule, appendix or attachment to that document.

3. If there are any discrepancies between the English version and the Chinese version of the Quotation Documents, the English version shall prevail. The Chinese version of the Quotation Documents is for reference only.

TERMS OF QUOTATION (SUPPLEMENT)

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THE GOVERNMENT OF
THE HONG KONG SPECIAL ADMINISTRATIVE REGION
HOME AFFAIRS DEPARTMENT

TERMS OF QUOTATION (SUPPLEMENT)

ALL BIDDERS ARE ADVISED TO READ THE QUOTATION DOCUMENTS CAREFULLY PRIOR TO PREPARING THEIR SUBMISSION. ANY SUBMISSION WHICH DOES NOT FOLLOW THE INSTRUCTIONS CONTAINED IN THE DOCUMENTS WILL BE CONSIDERED INCOMPLETE AND MAY BE DISQUALIFIED.

1. Quotation Documents

(a) These Quotation Documents consist of the following documents–

1.	Quotation Form	Sheets 1 to 3;
2.	Quotation for Services – Standard Terms and Conditions (Reference No.: HAD-TERMS-2)	Sheets 5 to 21;
3.	Interpretation (Supplement)	Sheets 22 to 26;
4.	Terms of Quotation (Supplement)	Sheets 27 to 52;
5.	Special Conditions of Contract	Sheets 53 to 100;
6.	Contract Schedules	Sheets 101 to 128;
7.	Annexes	Sheets 129 to 133 and
8.	Articles of Agreement	Sheets 134 to 136.

(b) Bidders are requested to note that the Terms of Quotation and General Conditions of Contract in HAD-TERMS-2 are applicable to this Quotation.

2. Invitation to Quotation

Quotations are invited for the grant of a permit to operate the Kiosks within the Permit Area at Lantau Link Viewing Platform for the Term on such terms and conditions as set out in the Quotation Documents.

3. Composition of the Quotation

(a) A Service Provider **MUST** compete and submit –

(i) a duly signed "Offer to be Bound" of the Quotation Form; and

(ii) Contract Schedule 1 completed to state the Monthly Permit Fee it wishes to offer; and

(b) **A Service Provider's failure to submit all or any of the above document specified in Clause 3(a)(i) or (ii) above by the Quotation Closing Date shall will render its quotation invalid and the quotation will not be considered further.**

(c) The Service Provider shall complete, stamp with the Service Provider's chop if applicable and submit the following parts of the Quotation Documents and provide all information and documents requested therein to form the quotation to be submitted–

(i) Quotation Form –	The Quotation Form with "Offer to be Bound" duly signed and completed (Sheets 1 to 3) Service Providers should print a softcopy of the Quotation Form obtained from the Government or photocopy the Quotation Form, but not reproduce a copy by other means (e.g. by retyping)
(ii) Contract Schedule 1 –	Monthly Permit Fee (Sheet 102)
(iii) Contract Schedule 1A –	Statement of Compliance (Sheet 103)
(iv) Contract Schedule 2A –	Proposed Services and/or Items to be sold at the Kiosks (Sheet 105)
(v) Contract Schedule 3 –	Information of the Service Provider (Sheets 106-110)
(vi) Contract Schedule 4 –	Form of Security Deposit Election (Sheet 111)
(vii) Contract Schedule 8 –	The Non-collusive Quotation Certificate (Sheets 120-122)
(viii) Contract Schedule 9 –	Form of Bank Guarantee (Sheets 123-128) *(optional submission, only applicable to service provider who elects to pay the Security Deposit by way of a bank guarantee)*

(d) The Service Provider shall include the following in its Quotation:

(i) if the Service Provider is a partnership, and there is a written partnership agreement, a copy of the partnership agreement.

(ii) if the Service Provider is a company incorporated under the Companies Ordinance (Cap. 622) or its predecessor ordinance, a copy each of its certificate of incorporation, certificate of change of name (if applicable), articles of association and latest annual return filed with the Companies Registry.

(iii) regardless of whether the Service Provider is a sole proprietor, a firm or a company, a copy of the valid Business Registration Certificate which shall bear a machine-printed line to show the full registration fee has been paid or documentary evidence showing the Service Provider is exempted from obtaining a Business Registration Certificate under the Business Registration Ordinance (Cap. 310). For the avoidance of doubt, this is not required if the Service Provider is an individual and has yet to register the sole proprietorship with the Business Registration Office. However, the Service Provider must proceed with the registration if it is the winning Service Provider as soon as it has received the Conditional Acceptance of Quotation under Clause 15(b) of these Terms of Quotation (Supplement).

(e) A Service Provider must submit all Quotation Documents in **DUPLICATE** in the manner stipulated under "Lodging of Quotation" on the front page of the Quotation Form.

(f) Each Service Provider shall submit ONE quotation only. The Government may, at its absolute discretion, disqualify all the quotation(s) from a Service Provider who has submitted two or more quotations.

(g) When completing the Quotation Documents, any alteration in figures or words shall be effected by striking through the incorrect figures or words and inserting the corrected ones above the original ones. All such amendments shall be initialed by the Service Provider in ink. Any unauthorised alteration or erasure to the text of the Quotation Documents may cause the quotation to be rejected.

(h) Whilst the Service Provider is expected to sign each Schedule to be submitted where indicated, where any signature is found missing in any of the Schedules, the Government may proceed to evaluate the quotation on the presumption that the Schedule forms part of the quotation submitted by the Service Provider.

4. Service Provider's Status

(a) If the Service Provider is a sole proprietor or to be registered with the Business Registration Office as a sole proprietorship if the Contract is awarded to it, the Service Provider shall sign the Quotation Documents personally and shall not authorize any other person to do so. If the Service Provider is a firm, the Service Provider must authorize a partner(s) of the firm to sign the Quotation Documents. Any Service Provider failing to comply with the aforesaid requirement will lead to its quotation not being considered further.

(b) If the Service Provider is a company or other body corporate, it shall provide a copy of relevant document (e.g. board resolutions of the Service Provider if it is a company) showing that the authorised person(s) who sign(s) the Offer to be Bound has / have the authority to sign it for and on behalf of the Service Provider.

5. Checklist for Potential Service Provider before Submission of Quotation

Checklist for Potential Service Provider for Revenue Contracts before Submission of Quotation is not available for this Contract. For details, please refer to Clause 3 of Terms of Quotation (Supplement).

6. Submission of Quotation

(a) Completed Quotation Documents shall be enclosed in a sealed envelope clearly marked with the quotation reference and the subject of the quotation on the outside of the sealed envelope and that the sealed envelope shall not bear any indication which may relate the quotation to the Service Provider or any particular contractor / supplier and clearly marked "*Quotation Ref.: K&TDO Q3/2026 Quotation for the Grant of Permit to Operate Kiosks at Lantau Link Viewing Platform, Tsing Yi*'' **They MUST be deposited in or mailed to the Kwai Tsing District Office Quotation Box** in the manner stipulated under "Lodging of Quotation" on the front page of the Quotation Form.]

(b) In case Tropical Cyclone Warning Signal No. 8 or above is hoisted, or Black Rainstorm Warning Signal or "extreme conditions" announced by the Government is /are in force for any duration between 9:00 a.m. and 12:00 noon on the Quotation Closing Date, the latest date and time before which Quotations are to be deposited at the quotation box will be extended to 12:00 noon on the next working day.

(c) In case of blockage of the public access to the location of the quotation box at any time between 9:00 a.m. and 12:00 noon on the Quotation Closing Date, the Government will announce extension of the Quotation Closing Date until further notice. Following removal of the blockage, the Government will announce the extended quotation closing time as soon as practicable.

(d) The Government shall not have or accept any liability, obligation or responsibility whatsoever for any loss of, destruction of or damage to the quotation submission submitted and/or deposited by Service Providers in the quotation box if such loss, destruction or damage shall be caused by or directly or indirectly due to any outbreak of war, hostilities (whether

war be declared or not), invasion, acts of foreign enemies, riot, civil commotion, rebellion, storm or other cause whatsoever beyond the reasonable control of the Government. Following any event which results in such loss, destruction or damage, the Government will announce any arrangements concerning Quotation submission as soon as practicable.

(e) The Government Representative shall not be responsible for any mislaid quotation or any quotation submitted by methods other than as indicated under this Clause.

7. Anti-collusion

(a) The Service Provider must ensure that the Quotation is prepared without any agreement, arrangement, communication, understanding, promise or undertaking with any other person (except as provided in paragraph 3 of the Non-collusive Quotation Certificate referred to in Clause 7(b) below), regarding, amongst other things, price, quotation submission procedure or any terms of the Quotation. Bid-rigging is inherently anti-competitive and is considered serious anti-competitive conduct under the Competition Ordinance (Chapter 619 of the Laws of Hong Kong). Service Provider who engage in bid-rigging conduct may be liable for the imposition of pecuniary penalties and other sanctions under the Competition Ordinance.

(b) The Service Provider shall complete and submit to the Government a Non-collusive Quotation Certificate (in the form set out in the Contract Schedule 8) as part of its Quotation.

(c) In the event that a Service Provider is in breach of any of the representations, warranties and/or undertakings in Clause 7(a) above or in the Non-collusive Quotation Certificate submitted by it under Clause 7(b) above, the Government shall be entitled to, without compensation to any person or liability on the part of the Government:

(i) reject the Service Provider's Quotation;

(ii) if the Government has accepted the Quotation, withdraw its acceptance of the Service Provider's Quotation; and

(iii) if the Government has entered into the Contract with the Service Provider, terminate the contract under Clause 42(b) of the Special Conditions of Contract.

(d) By submitting a quotation, a Service Provider is regarded to have undertaken to indemnify and keep indemnified the Government against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations, warranties and/or

undertakings in Clause 7(a) above or in the Non-collusive Quotation Certificate submitted by it under Clause 7(b) above.

(e) A breach by a Service Provider of any of the representations, warranties and/or undertakings in Clause 7(a) above or in the Non-collusive Quotation Certificate submitted by it under Clause 7(b) above may prejudice its future standing as a Government contractor or service provider.

(f) The rights of the Government Representative under Clauses 7(a) to 7(e) above are in addition to and without prejudice to any other rights or remedies available to it against the Service Provider.

8. Quotation Documents of Unsuccessful Service Provider

The Government may destroy all Quotation Documents submitted by unsuccessful Services Providers three (3) months after the date the successful Service Provider and the Government have executed the Articles of Agreement as mentioned in Clause 15 hereof.

9. Undisclosed Agency

The Person who signs a quotation as Service Provider shall be deemed to be acting as a principal unless it discloses therein that it is acting as an agent only, in which case it shall also disclose therein the name and address of its principal.

10. Request for Information

(a) In the event that the Government determines that:

(i) clarification in relation to any quotation is necessary; or

(ii) a document or a piece of information, other than the document or information set out in Clause 10(b), is missing from any quotation, it may, but is not obliged to, request the Service Provider concerned to make the necessary clarification, or submit the required document or information. Each Service Provider shall thereafter within seven (7) working days or such other period as specified in the request submit such clarification, information or document in the form required by the Government. A Quotation will not be considered further if the information or document is not provided as required by the deadline as specified in the request, or in the case of clarification,

such clarification is not provided by such deadline or is not acceptable to the Government. As an alternative to seeking clarification or further information or document, the Government may not consider the Quotation further or may proceed to evaluate the Quotation on an "as is" basis.

(b) The document and information not covered by Clause 10(a)(ii) are:

(i) price information or quotes required in the Quotation Document;

(ii) a signed Offer to be Bound in the Quotation Form; and

(iii) any other document or information in respect of which it is specified in the Quotation Document that a failure to provide to the Government in a Quotation at the time of submission of the Quotation or by the Quotation Closing Date will result in the Quotation not being considered.

(c) Service Providers should also note that the Government will not consider any clarification or information submitted by a Service Provider after the Quotation Closing Date irrespective of whether or not the clarification or information is submitted at the invitation of the Government if the Government considers that such clarification or information would alter the Service Provider's quotation in substance or give the Service Provider an advantage over the other Service Providers.

11. Monthly Permit Fee

(a) Each Service Provider must quote all the price information in Contract Schedule 1. Service Providers should read carefully the provisions in Clause 6 of the Special Conditions of Contract on the Monthly Permit Fee and Contract Schedule 1 in quoting the price.

(b) Each Service Provider must quote a fixed amount for the Monthly Permit Fee, such fixed amount to be applicable for the whole of the Permit Period.

(c) The Monthly Permit Fee must be quoted in Hong Kong dollars and net of air-conditioning charges, electricity charge, gas charge, Government rent, pest control fee, rates, telephone charge, taxes, water charge and outgoings payable in respect of the Permit Area.

(d) A Service Provider with any price variation clause, including one based on foreign exchange market fluctuation, or any offer of different amounts of the Monthly Permit Fee to apply in

different periods of the Permit Period will not be considered.

(e) Each Service Provider shall ensure that all prices offered in its quotation are accurate and complete before it submits the quotation. The Service Provider shall be bound by all prices offered in this quotation if the quotation is accepted by the Government. No request for amendment of the Price Proposal or any price information thereof after the Quotation Closing Date will be considered.

12. Security Deposit

(a) The successful Service Provider shall, within fourteen (14) days from the date of the Conditional Acceptance of Quotation, deposit with the Government Representative a deposit (hereinafter referred to as '**Security Deposit**') as security for the due and faithful performance of the Contract either in cash, cheque or cashier's order or in the form of a bank guarantee as required under Clause 12(c) hereof and both form and the bank guarantor shall be approved by the Government Representative and in accordance with Clause 8 of the Special Conditions of Contract. Service Providers are required to state their option in the Contract Schedule 4.

(b) In the event that a Service Provider fails to elect the method of paying a Security Deposit in the Form of Security Deposit Election, it will be assumed that the Service Provider will pay the Security Deposit by way of cash, cheque or cashier's order in accordance with Clause 8 of the Special Conditions of Contract.

(c) If the successful Service Provider elects to pay the Security Deposit by way of a bank guarantee, the bank guarantee must comply with the following:

(i) it must be issued by a bank that holds a valid banking licence granted under the Banking Ordinance (Chapter 155 of the Laws of Hong Kong) and acceptable to the Government;

(ii) unless otherwise agreed by the Government, it must be on the terms set out in the Contract Schedule 9; and

(iii) the bank guarantee shall come into effect on the date of commencement of the Term unless another date is specified in the Conditional Acceptance of Quotation as the date on which the bank guarantee is to take effect. In the event that another date is so specified, the bank guarantee shall take effect no later than such date.

13. Assessment of Quotations

(a) Quotations that are submitted in accordance with the Terms of Quotation (Supplement) will be assessed in the manner set out below –

(i) **Essential requirements —**

A Service Provider shall note that its quotation shall be rejected if it fails to submit a duly signed ‘‘Offer to be Bound’’ in Quotation Form or fails to provide the Monthly Permit Fee in the Contract Schedule 1.

A Quotation will be checked for its compliance with the essential requirements as detailed in the Quotation Document. **A Quotation which fails to meet any of the essential requirements will not be considered further.**

(ii) Price evaluation —

A Service Provider shall note that only the quotation which meets essential requirements stipulated in Clause 13(a)(i) above will be evaluated according to the price information provided in the Contract Schedule 1.

(b) Subject to Clause 17 hereof, the Service Provider whose quotation is the highest offer will normally be selected to operate the Kiosks.

14. Basis of Acceptance

(a) The Government Representative is not bound to accept the quotation(s) with the highest offers or to give any reasons for doing so, and reserves the right to accept all or any part of a quotation at any time within the Quotation Validity Period.

(b) Service Provider(s) shall note that their offer(s) will be considered on a complete overall basis. Quotations with only partial offers shall be rejected.

15. Award of the Contract

(a) Unless and until the Articles of Agreement has been signed by both the successful Service Provider and the Government, there shall be no Contract between the Government and any Service Provider. References to the award of the Contract mean the signing of these Articles

of Agreement.

(b) The successful Service Provider will be notified within the Quotation Validity Period (such notification is referred to as "**Conditional Acceptance of Quotation**"). Upon receipt of the Conditional Acceptance of Quotation, the successful Service Provider shall be obliged to fulfill all of the following conditions to the satisfaction of the Government Representative within fourteen (14) days from the date of the notification (or such later date as the Government Representative may allow) –

(i) the provision of the Security Deposit as required under Clause 12;

(ii) the payment of the Monthly Permit Fee in respect of the first month of the Term; and

(iii) such other conditions as the Government Representative may stipulate in the Conditional Acceptance of Quotation.

(c) Unless and to the extent waived by the Government Representative in writing, upon fulfilment of the conditions by the Service Provider specified in Clause 15(b) above to the satisfaction of the Government Representative, the Government will, subject to its other rights and powers, enter into the Contract with the successful Service Provider by signing the Articles of Agreement. The Contract will incorporate, to the extent accepted by the Government Representative, the Quotation submitted by the successful Service Provider (subject to such other changes as the Government Representative may stipulate in exercise of its powers under the Quotation Documents and such changes as the parties may agree (if any)). If a Service Provider fails to fulfill all or any of the conditions mentioned in Clause 15(b) above (unless and save to the extent they are waived by the Government Representative in writing, if any), or fails to sign the Articles of Agreement upon notification by the Government Representative ("**defaulting Service Provider**"), the Conditional Acceptance of Quotation will become void and be of no further force.

(d) The Government Representative will disqualify the defaulting Service Provider, and it may, but is not obliged to, award the Contract to another Service Provider. Without prejudice to other rights and remedies of the Government, the defaulting Service Provider shall be responsible for the difference in the total Monthly Permit Fee submitted by that defaulting Service Provider and the eventual Permit Holder who will be granted the Contract in replacement of the defaulting Service Provider whether appointed pursuant to this Invitation to Quotation exercise or another subsequent invitation exercise as well as all administrative costs incurred by the Government in finding a replacement permit holder and implementing

any stop-gap measures during the time when no replacement permit holder can be appointed. On the other hand, notwithstanding anything in the Quotation Documents or in the Conditional Acceptance of Quotation to the contrary, in the event that the Government exercises any of its discretion under Clause 33 of Terms of Quotation (Supplement), the Government shall be entitled not to enter into the Contract with a Service Provider even if the Service Provider has received a Conditional Acceptance of Quotation and fulfilled all the conditions specified in Clause 15(b).

(e) A Service Provider who does not receive any notification of acceptance within one hundred and fifty (150) days or any other period specified by the Government Representative from the Quotation Closing Date shall assume that its quotation has not been accepted.

16. Quotation to Remain Open

(a) A quotation submitted shall remain valid and open for acceptance on these terms for not less than one hundred and fifty (150) days from the Quotation Closing Date.

(b) If a Service Provider does not state in its quotation the period for which the quotation is to remain valid and open for acceptance, the Quotation Validity Period of that Quotation will be one hundred and fifty (150) days after the Quotation Closing Date.

(c) If a Service Provider offers in its quotation a period that is shorter than one hundred and fifty (150) days, the Government will clarify with the Service Provider concerned, in which case the Service Provider must confirm compliance with Clause 16(a) within five (5) working days or such other period as specified by the Government without any other change to the Quotation (except any change made in response to any clarification by the Government pursuant to Clause 10). If the Service Provider fails to confirm compliance with Clause 16(a) within the specified deadline or, despite confirming compliance therewith, introduces any change to the quotation not in response to any clarification by the Government pursuant to Clause 10, its quotation will not be considered further.

(d) If before expiry of the Quotation Validity Period, a Service Provider withdraws its offer, the Government will take due notice of the Service Provider’s action and this may prejudice its future standing as a Government contractor.

17. Offers to be Binding

(a) All parts of the Quotation Documents submitted and offered by the Service Provider will be

binding on the Service Provider after granting the Permit. A Service Provider is deemed to have satisfied itself as to the correctness of its Quotation. In the event that a Service Provider discovers an error in its Quotation after the Quotation has been deposited, the Service Provider may correct the same in a separate letter before the Quotation Closing Date. Without prejudice to the Government to seek clarification or negotiate with any Service Provider, no request from the Service Provider for adjustment or variation whatsoever will be allowed or entertained after the Quotation Closing Date.

(b) All correspondence exchanged between the Government Representative and the Service Provider about the Quotation shall also form part of the Contract after granting the Permit.

(c) Variation to any part of the Quotation will not be allowed after granting the Permit unless prior approval has been sought from the Government Representative.

18. Counter-proposals

(a) Service Providers must not submit any proposal that has the effect of varying or modifying:

(i) any essential requirements specified in the Quotation Documents; and

(ii) the provisions in the Quotation Documents concerning the preparation, submission and evaluation of Quotations and the award of the Contract.

(b) **If a Service Provider fails to comply with Clause 18(a), subject to any clarification which the Government may, but is not obliged to, make under Clause 10, its Quotation will be disqualified and will not be considered further by the Government.**

(c) Subject to Clause 18(a), if a Service Provider still wishes to submit a counter-proposal ("**Counter-Proposal**"), the Counter-Proposal must be submitted in the following manner:

(i) the Counter-Proposal shall be attached to the Offer to be Bound;

(ii) the original provision which the Counter-Proposal relates to should be fully recited before the proposed alteration or deletion;

(iii) the proposed alteration to the original provision should be underlined and should bear the corresponding clause number of the original provision unless it is an addition;

(iv) if it is an addition, the additional provision should be underlined;

(v) words to be deleted should be crossed out by a single line only; and

(vi) an explanation should be give below the alteration or deletion and put in square brackets "[ ]".

(d) Any Counter-Proposal that is not submitted in accordance with Clause 18(c) will not be considered by the Government and will not be regarded to form part of the Quotation submitted by a Service Provider. In such event, the Service Provider shall be deemed to have agreed to the original term to which the Counter-Proposal relates and the Government will continue to consider the Service Provider's Quotation on this basis.

(e) Notwithstanding and without prejudice to the aforesaid, the Government may negotiate with the Service Provider any Counter-Proposal but is not obliged to do so. The Government may at its absolute discretion reject any Counter-Proposal. If negotiation is conducted but fails, the Government may reject or exclude the Counter-Proposal and assess the Quotation as it is without the Counter-Proposal.

19. Free Decoration Period

(a) The Permit Holder shall be waived the payment of the Monthly Permit Fee for a period not exceeding one (1) month from the commencement of the Agreement to enable the Permit Holder to carry out the fitting-out works of the Permit Area for starting the Business. The Permit Holder shall pay and bear all outgoings and charges, including but not limited to electricity and water charges despite the waiving of Monthly Permit Fee during this Free Decoration Period.

(b) Notwithstanding the aforementioned, the Monthly Permit Fee shall be immediately payable on a pro-rata basis if the Permit Holder shall commence Business during the aforementioned one-month Period.

20. Use of Personal Data

(a) All personal data provided in a Quotation will be used by the Government for the purposes of the Invitation to Quotation and all other purposes arising from or incidental to it (including for the purposes of quotation evaluation, award of the Contract and resolution of any dispute arising from this Invitation to Quotation). In the case of the successful Service Provider, the

purposes shall be extended to include enforcement and management of the Contract, and resolution of disputes arising from the Contract. The Government may further disclose the personal data to such persons as it considers necessary for achieving all or any of the aforesaid purposes.

(b) By submitting a Quotation, a Service Provider is deemed to have agreed to, and to have obtained from each individual whose personal data is provided in the Quotation, its consent for the disclosure to the Government, use and further disclosure by the Government of the personal data for the purposes and to the persons specified in Clause 19(a).

(c) An individual to whom personal data belongs or a person authorised by it in writing has the right of access and correction with respect to the individual's personal data as provided for in sections 18 and 22 of and Principle 6 of Schedule 1 to the Personal Data (Privacy) Ordinance (Cap. 486). The right of access includes the right to obtain a copy of the individual's personal data provided in the Quotation.

(d) Enquiries concerning the personal data collected by means of the quotation, including the making of access and corrections, should be addressed to the Personal Data Privacy Officer of the Home Affairs Department.

21. Site Visit and Quotation Briefing

A quotation briefing and site visit session will be held at **3:00 p.m. on 19 November 2026 (Thursday)** at the Lantau Link Viewing Platform. Service Providers are invited to attend the quotation briefing and site visit session before submitting their quotation in order to acquaint themselves with the terms and conditions of the Invitation to Quotation. For registration, please contact Ms. Lydia CHAN, EA(K&T)1 at 2494 4536 for reservation of seat for the quotation briefing and visit on or before **5:00 p.m. on 18 November 2026 (Wednesday).**

22. Provision of Services within the Venue

A Service Provider shall note the Government Representative reserves the right to provide or allow any Person or contractor to provide drinking fountain, catering and/or vending machine services within any other areas of the Venue during the Term. The Permit Holder is therefore not entitled to claim for abatement of the Monthly Permit Fee or any part thereof on the ground that the Kiosk is affected by such arrangement.

23. Successful Service Provider's Performance Monitoring

A Service Provider is advised that should it be awarded the Contract, its performance under the Contract will be monitored and shall be taken into account in the evaluation by the Government of tenders/quotations submitted by it for any goods or services procured by the Government in the future. An offer or quotation submitted by a Service Provider which has been in breach of any of its statutory obligations or contractual obligations under any catering outlet contracts with the Government (whether current or past) may not be considered having regard, including but not limited to, the seriousness and the number of breaches and its or their relevancy to the offer or quotation submitted. The decision of the Government whether or not to consider the Quotation submitted by a Service Provider under the circumstances described in this provision shall be final.

24. Offering Gratuities

The Service Provider shall not and shall ensure that its agents and employees shall not offer or give any advantage as defined in the Prevention of Bribery Ordinance (Cap. 201) to any agent or employee of the Government. Any breach of or non-compliance with this Clause by the Service Provider shall, without affecting the Service Provider's liability for such breach or non-compliance, invalidate its quotation, and if the Contract has been awarded to the Service Provider without knowing the breach, the Government shall be entitled to immediately terminate the Contract and claim for all losses and costs incurred from the Service Provider.

25. Consent to Disclosure

(a) The Government may disclose, whenever it considers appropriate, to the public or upon request by any member of the public (which may have been a Service Provider) (written or otherwise) without any further reference to or consent from the successful Service Provider or any other Service Provider, the Quotation Documents, particulars (including the nature and quantity) of the Kiosks, the date of the award of the Contract, the name and address of the successful Service Provider and the total monies paid by the Permit Holder for the entire Term.

(b) Nothing in Clause 25(a) above shall prejudice the Government's power to disclose whenever it considers appropriate information of any nature whatsoever (whether or not specified in Clause 25(a) above) if the disclosure is made under any one of the following circumstances (even if disclosure may also mean the information will at the same time, or subsequently, become public information):

(i) the disclosure of any information to any public officer or public body, as defined in the Interpretation (Supplement) and General Clauses Ordinance (Cap. 1) or any other person employed, used or engaged by the Government (including agents, advisers, Permit Holders and consultants);

(ii) the disclosure of any information already known to the recipient;

(iii) the disclosure of any information which is public knowledge;

(iv) the disclosure of any information in circumstances where such disclosure is required pursuant to any law of Hong Kong, or an order of a court of Hong Kong or a court or a tribunal with competent jurisdiction;

(v) the disclosure of any information regarding anti-competitive collusive conduct to the Competition Commission of Hong Kong (and other authorities as relevant); or

(vi) without prejudice to the power of the Government under Clause 25(a) above, to the extent the information relates to a Service Provider, with the prior written consent of that Service Provider.

26. Cancellation of the Invitation to Quotation

Without prejudice to the Government's right to cancel the Invitation to Quotation, where there are changes of requirement after the Quotation Closing Date for operational or whatever reasons, the Government is not bound to accept any conforming quotation and reserves the right to cancel the Invitation to Quotation.

27. Cost of Quotation

A Service Provider shall submit its quotation proposal at its own cost and expense. Neither the Government nor the Government Representative shall be liable for any costs and expenses whatsoever incurred by the Service Provider in connection with the preparation or submission of its quotation, including all costs and expenses relating to:

(a) communication or negotiations with the Government Representative; or

(b) attending briefings, document inspections, site visits or surveys made by the Service Provider,

whether before, on or after the Quotation Closing Date.

28. Service Provider's Commitment

The entire Quotation, any subsequent clarification, and permitted submissions from a Service Provider must be submitted in writing. Each of them is the offer, commitment and representation of the Service Provider and will, if accepted by the Government Representative, be incorporated into and made part of the Contract in such manner as the Government Representative considers appropriate and become binding on the Service Provider.

29. Complaints about Quotation Process or Contract Award

The quotation process is subject to internal monitoring to ensure that the Contract is awarded properly and fairly. Any Service Provider who feels that its offer has not been fairly evaluated may write to the Director of Home Affairs who will personally examine the complaint and refer it to the relevant quotation boards for consideration if it relates to the quotation system or procedures followed. The Service Provider shall lodge the complaint before disposal of documents of unsuccessful Service Providers, which shall be within three (3) months after the award of Contract.

30. Application for Appropriate Food Licenses

(a) A Service Provider shall note that it is the Permit Holder's sole responsibility to approach the relevant authorities for obtaining all licences, permits and/or certificates required by law for operation of the Kiosks at the Permit Area. The Permit Holder shall note that it will be unlawful for it to sell any commodity in respect of which any licence, permit and/or certificate is so required without first obtaining such licence, permit and/or certificate.

(b) The Permit Holder acknowledges that it will necessarily take time for the relevant authorities to consider and decide on an application for a licence, permit and/or certificate, and that the Permit Holder is not entitled to claim for abatement of the Monthly Permit Fee on the grounds that it cannot operate the Kiosks pending the issue of the relevant licences, permits and/or certificates. Neither the Government nor the Government Representative shall be held responsible in the event of the Permit Holder's failure or inability for any reason to obtain or renew any such licences, permits and certificates. Nothing contained in the Quotation Documents or in the Contract shall be construed to fetter the discretion of any public officer or authority as the licensing authority.

(c) For licensing requirements regulated by the Director of Food and Environmental Hygiene, the Permit Holder should visit the following Food and Environmental Hygiene Department's website for more information – https://www.fehd.gov.hk/english/licensing/Guide_on_Types_of_Licences_Required.html

31. Negotiation

The Government reserves the right to negotiate with any Service Provider on the terms of the Service Provider's Quotation and conditions of the Contract.

32. Quotation Addendum

The Government may issue addendum to the terms and conditions of the Quotation Documents. Service Providers may be asked to confirm compliance with the terms and conditions issued under the Quotation Documents or those issued under any addendum thereto.

33. Government Discretion

(a) Notwithstanding anything to the contrary in the Quotation Documents, the Government reserves the right to disqualify a Service Provider on grounds including any one of the following:

(i) a petition is presented or a proceeding is commenced which has not been withdrawn as at the Quotation Closing Date or an order is made or a resolution is passed for the winding up or bankruptcy of the Service Provider;

(ii) the Service Provider has made or submitted, or the Government reasonably believes that the Service Provider has made or submitted, a false, inaccurate or incomplete statement or representation or a forged document in the Quotation or in any subsequent submission by the Service Provider or communication between the Government and the Service Provider since submission of that Quotation;

(iii) in the event of (1) a claim or an allegation by any person, or a ruling or judgment by a court, or decision by a competent tribunal or arbitration body that anything(s), service(s) or material(s) to be supplied or recommended by the Service Provider in its Quotation infringes any Intellectual Property Rights or any other rights of any person ("IPR infringement") (and in the case of any claim or allegation, it was made any time

during a period of seven (7) years preceding the Quotation Closing Date and up to the time of Contract award); or (2) the Government having grounds to believe there is or will be such IPR infringement; or (3) an agreement has been entered into whether by the Service Provider or any other person to settle or compromise any claim or allegation about IPR Infringement (regardless of whether on an admission basis or non-admission basis) which agreement is still valid and subsisting at any time during a period of seven (7) years preceding the Quotation Closing Date and up to the time of Contract award;

(iv) any time during the thirty-six (36) months prior to the Quotation Closing Date or between the Quotation Closing Date and the award of the Contract, the Service Provider or a related person of the Service Provider (as defined in Clauses 33(f) and 33(g) below and including those who were in such capacity any time within the same period, i.e., thirty-six (36) months prior to the Quotation Closing Date or between the Quotation Closing Date and the award of the Contract) has committed significant or persistent default(s) or deficienc(ies) in the performance of any requirement or obligation under any other Government contract regardless of the procurement department of such other Government contract, regardless of whether the default(s) or deficienc(ies) led to the actual termination of the relevant Government contract and regardless of whether such default(s) or deficienc(ies) occurs before or after the termination or expiry of the relevant Government contract, and in the case of the latter, provided that the default(s) or deficienc(ies) relates to any provisions which survive such termination or expiry, and regardless of whether such default(s) or deficienc(ies) has been remedied ("Contract Default(s)") and the Government Representative in its sole judgment is satisfied that such Contract Default(s) casts a reasonable doubt on the capability of the Service Provider to perform the Contract to be awarded in this Invitation to Quotation;

(v) (1) the Service Provider; or (2) a related person of the Service Provider; or (3) a director or management staff of the Service Provider or those of the related person of the Service Provider, has been convicted by the final judgment (i.e. judgment not subject to any appeal to a higher court prior to the Contract award) in respect of one or more serious offences including conviction of offences involving bribery, false accounting, corruption, dishonesty or employment handed down any time during a period of five (5) years preceding the Quotation Closing Date and thereafter up to time of Contract award;

(vi) in the event of the professional misconduct or acts or omissions having been committed during a period of five (5) years preceding the Quotation Closing Date and up to the

time of Contract award that adversely reflect on the commercial integrity of the Service Provider or a related person of the Service Provider or a director or management staff of the Service Provider or those of the related person of the Service Provider; professional misconduct includes any breach of the Good Industry Practice; or

(vii) any failure of the Service Provider or a related person of the Service Provider to pay taxes to the Government during a period of five (5) years preceding the Quotation Closing Date and up to the time of Contract award.

The grounds specified in Clauses 33(a)(i) to 33(a)(vii) are separate and independent, and shall not be limited by reference to or inference from the other of them.

(b) For the purposes of Clause 33(a), each Service Provider shall provide at the time of submission of its Quotation (and thereafter up to the time of award of the Contract in relation to any event occurring between the time of submission and the time of award) all information at least in relation to itself and the information in relation to its related person or its director or management staff (which it has knowledge and is reasonably relevant to facilitate the Government's determination as to whether to exercise its right of disqualification), including but not limited to the following:

(i) details of any petition or proceeding mentioned in Clause 33(a)(i);

(ii) details of all infringement claims, allegations, rulings, judgments, decisions or settlement agreements as mentioned in Clause 33(a)(iii);

(iii) details of all Contract Defaults as mentioned in Clause 33(a)(iv);

(iv) details of conviction as mentioned in Clause 33(a)(v) in Hong Kong or any overseas jurisdiction;

(v) details of any professional misconduct or act or omission as mentioned in Clause 33(a)(vi) above; and

(vi) details of any failure to pay taxes as mentioned in Clause 33(a)(vii).

If none of the events as mentioned in Clauses 33(b)(i) to 33(b)(iv) above has ever occurred within the applicable period as mentioned above, the Service Provider shall provide a statement to that effect by completing the relevant part of the Contract Schedule 3 at the time

of submission of its Quotation. If found missing, the Government reserves the right to seek clarification pursuant to Clause 33(c) below. The information provided by the Service Provider is not conclusive. The Government may independently verify the veracity and completeness of any information provided. In the case of Contract Default, the Government will form an assessment as to whether or not such Contract Default has occurred.

(c) In addition to the information mentioned in Clause 33(b), the Government reserves the right (but is not obliged) to request from a Service Provider or a related person of the Service Provider or director or management staff of the Service Provider or those of the related person of the Service Provider or other independent sources, such other information that is reasonably relevant to facilitate the Government's determination as to whether to exercise its right of disqualification under Clause 33(a) above.

(d) If the Service Provider fails to comply with the request made by the Government pursuant to Clause 33(c) above within such time as required by the Government or has otherwise submitted false, inaccurate or incomplete information, the Government may disqualify the Service Provider pursuant to Clause 33(a)(ii) above.

(e) In providing the information required under Clauses 33(b) and 33(c) above, the Service Provider may show cause to satisfy the Government that in relation to any of the events as mentioned in Clause 34(a) above, even if it has occurred, it does not cast doubt on the fitness, propriety or capability of the Service Provider to perform the Contract to be awarded in this Invitation to Quotation.

(f) If the Service Provider is a company, the expression "**related person**" of the Service Provider includes any one of the following:

(i) a shareholder (corporate or individual) which directly or indirectly beneficially owns fifty (50) percent or more of the issued share capital of the Service Provider ("majority shareholder");

(ii) a holding company or a subsidiary of the Service Provider;

(iii) a holding company or a subsidiary of a majority shareholder of the Service Provider; or

(iv) a company in which a majority shareholder (being an individual) of the Service Provider directly or indirectly beneficially owns fifty (50) percent or more of its issued

share capital or controls the composition of its board of directors.

The expressions "**holding company**" and "**subsidiary**" have the meanings given to them in the Companies Ordinance (Chapter 622 of the Laws of Hong Kong).

(g) If the Service Provider is a sole proprietor or partnership, the expression "related person" includes any one of the following:

(i) any partner of the Service Provider (if it is a partnership);

(ii) the spouse, parent, child, brother or sister of the Service Provider, and, in deducing such a relationship, an adopted child shall be deemed to be a child both of the natural parents and the adopting parent, and a step child to be a child of both the natural parent and of any step parent;

(iii) a company in which the Service Provider or any partner of the Service Provider beneficially directly or indirectly owns fifty (50) percent or more of its issued share capital or controls the composition of its board of directors.

(h) References to related persons of the Service Provider, directors and management staff of the Service Provider or those of a related person in any of the applicable Sub-clauses of Clause 33(a) above include persons who were in such capacity at such time of the event referred to in that Sub-clause.

(i) Notwithstanding anything to the contrary in the Quotation Documents, the Government reserves the right to disqualify a Service Provider on the grounds that the Service Provider has engaged, is engaging, or is reasonably believed to have engaged or be engaging in acts or activities that are likely to cause or constitute the occurrence of offences endangering national security or otherwise the exclusion is necessary in the interest of national security, or is necessary to protect the public interest of Hong Kong, public morals, public order or public safety.

34. New Information

Each Service Provider should inform the Government Representative in writing immediately of any factor which might affect its ability to meet any requirements of the Quotation Documents. The Government Representative reserves the right not to consider a Service Provider's Quotation

further if the Service Provider's continued ability to meet such requirements is in doubt.

35. Disclaimer

(a) Service Providers should study all attachments to the Quotation Documents (including the Annexes and Schedules) carefully before submitting their Quotations. Service Providers should note that all information and statistics provided by the Government in connection with this Quotation are for reference only.

(b) Forecasts or estimations and all other information, statistics and forecast set out in the Quotation Documents or any information or clarification provided from time to time or given at the briefing session (collectively "**briefings**"), are provided purely for the Service Provider's information on an "as is" basis without warranty of any kind. Neither the Government nor the Government Representative gives any warranty, representation or undertaking that any information, statistics and forecast provided in the Quotation Documents or any information or clarification provided from time to time or the briefings or otherwise are sufficient, accurate, complete, suitable or timely for any purpose whatsoever.

(c) To the maximum extent permitted by law, neither the Government nor the Government Representative accepts any liability or responsibility for (i) any claim, legal proceeding, liability, loss (including any direct or indirect loss, any loss of revenue, profit, business, contract or anticipated saving), (ii) damage (including any direct, special, indirect or consequential damage of whatsoever nature) or (iii) any cost or expense, suffered or incurred by any Service Provider arising from the use of, or reliance on, any information, statistics or forecast provided in the Quotation Documents, or any information or clarification provided from time to time or in the briefings, or otherwise that the profits derived from the Business do not meet the expectation or projection of the successful Service Provider or do not recoup the investment cost incurred or by any margin.

36. Authentication of Documents

By submitting a quotation in response to the Invitation to Quotation, each Service Provider authorises the Government to obtain from –

(a) any person whose particulars are set out in the quotation submitted by the Service Provider, and;

(b) any issuing body of any of the certificates or documentary evidence required in the Quotation

Documents,

all information which the Government considers appropriate and relevant to the evaluation of the quotation including information to verify the legitimacy, completeness, authenticity and accuracy of any information or document submitted by the Service Provider. If any consent from any other person is required for the Government to obtain any of the aforesaid information or document, the Service Provider represents that such consent has been duly obtained.

37. License to Use of the Quotation Documents

A Quotation once submitted will become the property of the Government. The Government shall have the right to do any of the acts restricted by copyright under sections 22 to 29 of the Copyright Ordinance (Cap. 528) in respect of all written materials submitted by the Service Provider through the quotation exercise for purposes including but not limited to quotation evaluation, contract management, the disclosure made pursuant to Clause 25 of the Terms of Quotation (Supplement) and all other purposes incidental thereto.

38. Communications with the Government

(a) All communications given or made by the Government Representative or a Service Provider in relation to the Invitation to Quotation shall be in writing and sent or delivered to the other party in the manner provided in Clause 49 of the Special Conditions of Contract, save that the Government Representative may, by prior notice to a Service Provider, require the Service Provider to send or deliver a written communication by post or facsimile only. The Service Provider should note that the Government Representative will not accept the use of a postal box as the Service Provider's correspondence address for any purpose whether before or after the award of the Contract.

(b) All communications in relation to the Invitation to Quotation shall be conducted directly between the Government Representative and the Service Provider.

(c) Unless otherwise expressly stated by the Government in writing, a statement made by the Government (whether oral or written) in response to any enquiry made by a prospective Service Provider shall be for information only. No such statement shall constitute a representation or warranty by the Government of any nature whatsoever (whether express or implied), and no invitation is made by the Government to any Service Provider or prospective Service Provider to rely on such statement. No such statement shall form part of the Quotation Documents or alter, negate or constitute a waiver of any provision of the Quotation

Documents.

39. Service Provider's Enquiries

(a) Any enquiries concerning the Quotation Documents up to the date of lodging of its quotation with the Government Representative shall be in writing and submitted to:-

Kwai Tsing District Office (Attn to: SEO(District Management)) Tel. No.: 2494 4508 Fax No.: 2489 1083	OR	Kwai Tsing District Office (Attn to: EA(K&T)1) Tel. No.: 2494 4536 Fax No.: 2489 1083

(b) After lodging the quotation with the Government Representative, the Service Provider shall not attempt to initiate any contact, whether direct or indirect, with the Government Representative on its quotation or the Quotation Documents. The Government Representative shall have the sole right to initiate any such further contact and all such contacts and any replies of the Service Provider thereto shall be in writing or formally documented in writing.

40. Survival

All rights, powers and licences of the Government under the Quotation Documents or granted pursuant to any terms thereof may be exercised by the Government in accordance with their terms notwithstanding the award of the Contract or cancellation of this Invitation to Quotation.

41. Statement of Compliance

Bidders are requested to confirm that their Quotations submitted comply with the terms and conditions and the Service Specifications by completing Contract Schedule 1A. If an offer does not comply with the requirements of the Service Specifications, Bidders should provide full details of their alternative offers, but the Government reserves the right to accept or reject any such offer.

Part 3 – SPECIAL CONDITIONS OF CONTRACT

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SPECIAL CONDITIONS OF CONTRACT

1. Nature of the Permit

(a) It is expressly agreed between the parties that neither the Permit nor the Contract creates any tenancy or lease or any form of legal rights on land whatsoever between the parties except the permission to use the Permit Area in accordance with the provisions of the Contract.

(b) The Permit granted to the Permit Holder is personal to it and unless with the prior consent in writing from the Government Representative, the Permit Holder shall not assign, sublet, part with the possession of the whole or any part of the Permit Area or transfer any of its rights or obligations under the Contract.

2. The Term

(a) Subject to Clause 9 and other provisions hereof, the Permit Holder should conduct the Business for **a period of thirty-six (36) months from 7th day of February 2027** inclusive Free Decoration Period or a date specified in the Articles of Agreement, whichever is later, subject to prior termination and extension as are hereinafter provided. ("the Term")

(b) Subject to satisfactory performance by the Permit Holder during the Term of the Contract, the Government Representative shall be entitled to extend the Term for a maximum period of twelve (12) months upon its expiration by giving the Permit Holder at least one (1) month's advance notice in writing before the due expiration of the Term.

(c) If a notice is given by the Government Representative under Clause 2(b) above, the Permit Holder shall continue to conduct its Business for the whole period specified in the notice on the same terms and conditions as herein contained (save and except this Clause on extension).

(d) If the Commencement Date of the Term of the Contract shall be advanced or deferred under Clause 9(a) hereof, the expiry date of the Term shall be advanced or deferred accordingly with length of the Term remains unchanged.

3. The Business

(a) Subject to the terms and conditions of the Contract, the Government Representative grants to the Permit Holder during the Term the permission to conduct the business of general shop and/or general service through the two kiosks which do not include restaurant business such as

canteen, coffee shop, food court, etc but can sell light refreshment according to **Contract Schedule 2**. The proposed services/items to be sold and working hours should be specified in **Contract Schedule 2A**. The operation relating to abovementioned are hereinafter called the "Business". The Kwai Tsing District Office may, at its absolute discretion, determine whether the proposed Business is appropriate to operate in Lautau Link Viewing Platform and reserve the disqualifying right.

(b) The Permit Holder shall conduct the Kiosks within the areas as specified in **Contract Schedule 5** (hereinafter called the "Permit Area")

(c) The selling of items and the display and storage of such items should only be conducted in the Indoor Area of the Kiosks.

4. Hours of Business

(a) Subject to the terms and conditions of the Contract, the Permit Holder shall carry out its Business with at least 40 hours per week throughout the Permit Period, unless otherwise agreed by the Government Representative in writing. The exact operating hours will be approved by the Government Representative in writing and these hours will be within the opening hours of the Lantau Link Viewing Platform.

(b) The Government Representative is entitled, in its sole discretion, to revise the business hours of the Permit Holder's Business at any time and from time to time and the Permit Holder shall operate the business within such revised hours.

(c) The Permit Holder shall not vary the business hours of the Kiosks unless prior written consent of the Government Representative has been obtained.

(d) The Permit Holder shall not be entitled to any adjustment or abatement of the Monthly Permit Fee for any change of the business hours referred to in this Clause and shall pay the Monthly Permit Fee in full pursuant to Clause 6 below under all circumstances.

5. Conduct of Business

(a) The Permit Holder shall maintain the Permit Area in a clean, tidy and serviceable condition to the satisfaction of the Government Representative.

(b) The Permit Holder shall use the Permit Area only for the Business and shall not use, cause,

suffer or permit to be used the Permit Area or any part thereof as sleeping quarters or domestic premises or for any other purposes.

(c) The Permit Holder shall conduct its Business only in the Permit Area and shall not use, cause, suffer or permit to be used any area of the Venue except the Permit Area for such purpose or for any other purposes.

6. Monthly Permit Fee

(a) The Permit Holder shall in each and every month pay to the Government a fee ("**Monthly Permit Fee**").

(b) The Permit Holder shall within fourteen (14) days after the end of each and every month pay to the Government a Monthly Permit Fee at the rates specified in the Contract Schedule 1 and calculated and payable in the manners specified herein below.

(i) The Permit Holder shall pay to the Government the first payment of the Monthly Permit Fee at such time as shall be directed by the Government Representative.

(ii) Within fourteen (14) working days after the end of each month or within fourteen (14) working days after the expiry or sooner termination of the Contract, the Permit Holder shall pay the Monthly Permit Fee to the Government.

(c) The Permit Holder shall be responsible for the payment of air-conditioning charges, electricity charge, gas charge, Government rent, pest control fee, rates, taxes, fees, telephone charge, water charge, assessments, impositions and outgoings payable in respect of the Permit Area.

(d) In the event any fee payable under this Contract is overdue, the Permit Holder shall pay to the Government a surcharge on that outstanding Monthly Permit Fee at an interest rate equivalent to the average of the best lending rate of the three note-issuing banks in Hong Kong plus 2% per annum. Such interest shall be calculated and payable from but excluding the day on which such payment falls due to and including the date of actual payment in full.

(e) If the Government is of the opinion that it has reasonable grounds to do so, the Permit Holder shall at the request of the Government's notice in writing submit within thirty (30) days of such notice a statement of accounts in the form as the parties hereto may mutually agree, or in default of agreement, as the Government at its absolute discretion may at any time and from time to time prescribe. The statement of accounts shall show the Monthly Gross Receipts. Such

statement shall be audited and certified as being accurate and complete by a professional accountant holding practicing certificate or a corporate practice within the meaning of the Professional Accountants Ordinance (Cap. 50) (hereinafter referred to as the "**the Auditor**") in accordance with Hong Kong Standard on Assurance Engagements 3000 "Assurance Engagements Other Than Audits or Reviews of Historical Financial Information" issued by the Hong Kong Institute of Certified Public Accountants.

(f) Within three (3) months after the end of each Contract Year or after the expiry or earlier termination of this Contract, the Permit Holder shall submit to the Government an audited statement of accounts certified as being accurate and complete by the Auditor in the form as the parties hereto may mutually agree, or in default of agreement, as the Government Representative at its absolute discretion may at any time and from time to time prescribe showing inter alias the Monthly Gross Receipts for each month of that Contract Year or that part of the Contract Year since last such statement.

(g) For the avoidance of doubt, it is hereby expressly agreed and declared that the acceptance by the Government of any statement of accounts or audited statement of accounts submitted or any money paid by the Licensee in accordance with this Contract shall not in any way whatsoever bar or otherwise preclude the Government from subsequently disputing the accuracy of any such statement of accounts or the correctness of any such sum and that in the event that any further sum whatsoever be found due from the Permit Holder to the Government, the same shall be paid by the Permit Holder to the Government within fourteen (14) working days of demand.

(h) Payment of the Monthly Permit Fee for the last month of the Permit Period shall be made not later than fourteen (14) working day after expiration of the Permit Period or sooner termination of the Contract.

(i) If the Permit Period is extended in accordance with Clause 2(b) above, the Annual Permit Fee for the final Contract Year together with the extension period shall be adjusted accordingly on pro-rata basis as follows –

$$\text{Annual Permit Fee for the Final Contract Year together with the extension period ("Adjusted Annual Permit Fee")} = \text{Monthly Permit Fee} \times \frac{\text{12 months plus number of months extended}}{}$$

The Permit Holder shall pay to the Government the licence fee for the final Contract Year together with the extension period.

(j) The Permit Holder is required to —

(i) properly record each and every sale or other payment received by the Permit Holder or any other Person in respect of or arising from the operation of the Business under this Contract, issue receipts for all payments, including service charges, by customers, and to retain a copy of each such receipts for at least seven (7) years after the date of the sale or payment, as the case may be; and

(ii) keep and maintain proper books of accounts including ledgers, supporting vouchers, receipts, etc. and other records or documents in respect of the Business or Permit Area(s) under this Contract showing all Monthly Gross Receipts and to cause all such records and documents to be made up on a monthly basis and retain the same for at least seven (7) years after expiration of the Permit Period or sooner termination of this Contract.

7. Abatement

If the Government Representative shall require a closure of the Permit Area or a suspension of the Permit Holder's Kiosks under Clause 20(b) for a continuous period of more than seven (7) days or a deferment of the commencement of the Term under Clause 9 hereof, the Monthly Permit Fee of the Kiosks involved will abate, notwithstanding Clause 6 hereof, for the total period of such closure, suspension or deferment on a pro rata basis.

8. Security Deposit

(a) The Permit Holder shall, within fourteen (14) days from the date of the Conditional Acceptance of Quotation, deposit with the Government Representative in cash, cheque or cashier's order or in the form of bank guarantee to be issued by a bank with a valid banking licence issued under the provisions of the Banking Ordinance (Cap. 155), a sum equivalent to **HK$50,000** as security deposit for the due and proper performance of the Contract.

(b) The Security Deposit, if in the form of cash, cheque and cashier's order shall be retained by the Government Representative, or if in the form of a bank guarantee, shall remain in force, in any case, from the date of commencement of the Term until the date specified in (i) or (ii) below, whichever is applicable-

(i) the date falling three (3) months after the expiry or early termination of the Term; or

(ii) upon early termination or expiry of the Term, there remain any outstanding obligations

and liabilities of the Permit Holder under the Contract which have not been duly and fully carried out, completed and discharged in accordance with the Contract, or there is any outstanding right or claim of the Government or the Government Representative, the date on which all such obligations, liabilities and rights and claims have actually been carried out, completed and discharged (as confirmed by the Government Representative in writing), or failing such confirmation the date shall not in any event be later than thirty-six (36) months after expiry or early termination of the Term.

The aforesaid period (depending on whichever is applicable) is hereinafter referred to as the "**Guarantee Period**".

(c) Only upon the expiry of the Guarantee Period, will the Security Deposit (if in the form of cash, cheque or cashier's order and if any is remaining) be refunded to the Permit Holder without interest; or, if in the form of a bank guarantee, be discharged or released.

(d) The Government Representative shall have the right to deduct from time to time from the Security Deposit in cash, cheque or cashier's order or call on the bank guarantee (irrespective of whether or not a demand for payment has been made against the Permit Holder) any amount due or payable by the Permit Holder to the Government Representative under the Contract (regardless of whether the amount is payable under any indemnity or is payable as a debt) but which remains outstanding, in such order as the Government Representative in its absolute discretion deems fit. The Security Deposit (whether in cash, cheque or cashier's order or in the form of the bank guarantee) may be deducted or called on, without the Government Representative first having recourse to any other security or rights or taking any other steps or proceedings against the Permit Holder or any other person, or may be enforced for any balance due after resorting to any one or more of other means of obtaining payment or discharge of the monies, obligations and liabilities owing by the Permit Holder to the Government Representative.

(e) If any deduction is made by the Government Representative from the Security Deposit in cash, cheque or cashier's order or a call is made on the bank guarantee during the Guarantee Period, the Permit Holder shall, within fourteen (14) days after the date of a demand in writing by the Government Representative, deposit a further sum or reinstate the level or extent of the bank guarantee or procure the issuance of a fresh bank guarantee in a sum equal to the amount so deducted or so called, which shall be added to the residue of and form part of the Security Deposit and, where applicable, the additional security amount required under Clause 8(a).

(f) In the event that this Contract is terminated early under Clause 42(b) of Special Conditions of

Contract, notwithstanding anything herein to the contrary, the Security Deposit will be wholly forfeited by the Government upon such termination without prejudice to the Government Representative's claims and demands under the Contract which cannot be satisfied by the Security Deposit.

9. Advancement, Deferment and Suspension of Business

(a) Notwithstanding the provision of Clause 2 hereof and any other provisions of the Contract, the Government Representative shall be entitled to advance or defer the Commencement Date of the Term for whatsoever reasons and for such period as the Government Representative shall in its sole discretion decide.

(b) If there shall be such advancement or deferment of commencement of the Term under this Clause –

(i) the Government shall not be liable for any losses suffered or expenses incurred whatsoever by the Permit Holder due to such deferment or termination under Clause 9(b)(ii);

(ii) upon the expiry of such period of deferment and without further notification by the Government Representative of the commencement of the Term, the Contract shall terminate automatically. The Government Representative will return to the Permit Holder without interest the balance of the Security Deposit and any Monthly Permit Fee already paid in advance;

(iii) the Government Representative shall, as far as it is practicable in the circumstances, give the Permit Holder notice of advancement of the commencement of the original Term in writing at least fourteen (14) days prior to the revised Commencement Date of the Term; and

(iv) the Government Representative shall, as far as it is practicable in the circumstances, give the Permit Holder notice of deferment in writing at least fourteen (14) days prior to the original Commencement Date of the Term.

(c) If the commencement of the Term has been advanced under Clause 9(a), the Monthly Permit Fee shall be paid in accordance with Clause 6 hereof.

(d) If the commencement of the Term has been deferred under Clause 9(a), the Monthly Permit

Fee shall be adjusted in accordance with Clause 7 hereof.

(e) The Permit Holder may suspend its Kiosks for a reasonable period of time when the weather conditions warrant such suspension in view of the safety of its employees. Prior approval from the Government Representative shall be obtained as far as it is practicable in the circumstances and the Government Representative's decision on the duration of such period of suspension shall prevail.

10. Resumption of Business

If the Kiosks shall be suspended under the terms and conditions of the Contract, the Permit Holder shall resume the Kiosks immediately within the period specified under the Contract or that specified by the Government Representative, as the case may be.

11. Permit Holder's Warranties and Undertakings

11.1 The Permit Holder warrants and undertakes to the Government Representative that –

(a) it shall operate and maintain to the satisfaction of the Government Representative the Permit Area for the supply and sale of Food/ Services.

(b) it shall provide seating accommodation in the Permit Area not exceeding the number in accordance with the seating layout as approved by the Government Representative and the relevant authority thereof in writing.

(c) it shall operate and maintain to the satisfaction of the Government Representative the Kiosks in the Indoor Area under Contract Schedule 5 for the services, sale of items and working hours as specified in Contract Schedule 2A. Having regard to its business plan or market condition, the Permit Holder may cease to provide any of these items and introduce new items without seeking approval from the Government Representative in writing but the Government Representative reserves the right to request the Permit Holder not to sell or continue to sell any item which causes embarrassment to the Government.

(d) it shall fit out the Permit Area at the Permit Holder's own cost and expense in accordance with such plans and specifications as shall have been first submitted to and approved in writing by the Government Representative in a good and proper workmanlike fashion and in all respects in a style and manner appropriate to the LLVP and to maintain the same throughout the Permit Period in good repair and condition to the satisfaction of the Government Representative. For

the purposes of fitting-out the Permit Holder shall observe and comply with all such procedures and stipulations in accordance with the Technical Schedule specified in Contract Schedule 6.

(e) it shall submit to the Government Representative for written approval all such plans, drawings, specifications, and other details as the Government Representative may require of all the works which are required to be carried out by the Permit Holder under Sub-clause 11.1 (b) of this clause.

(f) it shall furnish and provide all such equipment and furniture necessary for the efficient operation of the Business. All such equipment and furniture shall be of a design and standard to the satisfaction of the Government Representative.

(g) it shall keep and maintain at all times all the equipment and furniture more particularly referred to in Sub-clause 11.1 (f) of this clause in good repair and condition to the Government Representative's satisfaction and to replace the same or any of the same with new ones whenever necessary or when the Government Representative reasonably demands.

(h) it shall decorate the Permit Area in a decor previously approved in writing by the Government Representative and to a standard satisfactory to the Government Representative and to a standard satisfactory to the Government Representative and to maintain the standard of decor at all times to the Government Representative's satisfaction.

(i) it shall remove forthwith from display and not to sell or continue to sell stock or display at or from the Permit Area any food commodities, or other items or services to which the Government Representative has notified its objection to the Permit Holder as being inconsistent with the objectives of the Business or the style and manner of the LLVP. The Government shall have the right to decide whether any food commodity, item or service is compatible with the objective of the Business or appropriate to the style and manner of the LLVP.

(j) it shall not request or receive any charges for admission to the Permit Area or its surroundings, nor to request or receive any other additional charges whatsoever other than service charges and/or tips, if any, levied up to ten percent (10%) of the menu price (or such increased rate as Government may from time to time approve in writing).

(k) it shall ensure that during the continuance of this Agreement and during the opening hours of the Permit Area it is provided and maintained at the Permit Area an efficient and adequate service of a style, type and quality to the satisfaction of the Government Representative. Without prejudice to the generality of the foregoing, the Permit Holder shall at all times ensure

that the services provided at the Permit Area shall meet the reasonable needs of the users of the LLVP and its facilities including but not limited to members of the general public and group visitors to the LLVP.

(l) it shall not cause, suffer or permit any floorshow or other entertainment or other type of business whatsoever to be staged in or from the Permit Area without the prior written approval of the Government Representative and such approval may be revoked at any time by the Government Representative at its absolute discretion.

(m) it shall not to use any gramophone, radio or television loudspeaker, musical instrument or similar apparatus or equipment in such a way that the same shall be audible outside the Permit Area.

(n) it shall not to infringe any intellectual property or copyright in respect of any publications, music, other entertainment or activity whatsoever provided in or from the Permit Area. To indemnify and keep indemnified the Government Representative, Government (for whom the Government Representative holds the promise of indemnity as trustee for the benefit of Government) and all their servants and agents against all actions, claims, proceedings, demands, liabilities, costs and expenses in respect of any infringement or alleged infringement of intellectual property or copyright in or at the Permit Area.

(o) it shall not to permit any smoking, whatsoever to take place in or at the Permit Area.

11.2 (a) it shall produce its Business Registration Certificate or Certificate of Incorporation, as the case may be, upon demand by the Government Representative;

(b) it shall use only those appliances, fixtures and fittings which have previously been approved by the Government Representative. It shall not make any alteration or addition to any of the appliances, furniture, fixtures or fittings therein or the decoration thereof without the prior permission in writing by the Government Representative, and it shall not carry out the repairs to the appliances, furniture, fixtures and fittings supplied by the Government without first obtaining the approval of the Government Representative. Subject to such approval being sought, the relevant works shall be carried out at the expenses of the Permit Holder by workers approved by the Government Representative and to a standard acceptable to the Government Representative;

(c) it shall take all reasonable precautions to protect the Permit Area from damage by fire, storm, tropical cyclone or the like;

(d) it shall maintain the Permit Area and its surroundings in a clean, tidy and serviceable condition to the satisfaction of the Government Representative and if in the opinion of the Government Representative the Permit Holder fails to do so, the Government Representative may without notice close the Permit Area and suspend the Permit Holder's Kiosks for a period or periods not exceeding seven (7) days on any one (1) occasion to cause the Permit Area and its surroundings to be cleaned and serviced and the Permit Holder shall pay the costs thereof to the Government Representative on demand and shall remain liable to pay the Monthly Permit Fee to the Government without any deduction;

(e) it shall not use the Permit Area or any part thereof, or cause, or permit, or suffer the same to be used for any illegal, immoral purpose, gambling or any other purposes not permitted under the Contract;

(f) it shall not permit any games to be played in the Permit Area including but not limited to mahjong and tin kau whether for gambling purposes or otherwise;

(g) it shall not permit the Permit Area to be used as a changing room by users of the Venue or other members of the public;

(h) it shall not cause or permit any floorshow or any type of entertainment to be staged in the Permit Area or its vicinity;

(i) it shall permit the Government Representative and its agents at all times to have unimpeded access to all parts of the Permit Area to examine the conditions thereof and to execute repairs thereto;

(j) it shall assume full responsibility for the safety of all operations and methods of operations;

(k) it shall provide and maintain at all times properly insulated and refrigerated containers solely for the storage of frozen confections and shall store in such insulated and refrigerated containers all frozen confections available for sale in the Permit Area;

(l) it shall keep all articles of food stored or offered for sale at the Permit Area effectively protected against flies, cockroaches, vermin, dust and dirt and shall sell pastries, bread, biscuits, cakes, preserved foodstuffs and sweets only in their original wrappers and in such hygienic condition as is reasonably practicable;

(m) it shall not stock, sell or provide at the Permit Area any smoking products whatsoever and to ensure the compliance of the relevant clauses of the Smoking (Public Health) Ordinance (Cap. 371) and other relevant legislation regarding prohibition of selling or giving of smoking products to minors;

(n) it shall not sell or offer for sale any liquid refreshment other than in sterile drink cups;

(o) it shall not sell or offer for sale any cut or peeled fresh fruit;

(p) it shall cleanse and immerse in boiling water for not less than one (1) minute and allow to dry by evaporation before each use of crockery, cutlery and utensils used in the preparation or serving of food or drinks and when not in use to store such implements in vermin-proof and dust-proof cupboards;

(q) it shall be responsible for the safety of any vehicles which it uses or brings alongside or onto the Venue and it shall indemnify the Government in respect of any losses or damages thereto as a result of the use of such vehicles;

(r) it shall pay all the costs and deposits in connection with all telephone(s) installed, or electricity supplied to the Permit Area, and shall pay all rates, Government rent, taxes, fees, charges and outgoings whatsoever attributable to the Term in respect of the Permit Area and its Kiosks;

(s) it shall not request or receive any charge or fee from any person for admission to the Permit Area or its surroundings, nor request or receive any other additional charge whether by way of service charge or otherwise;

(t) it shall not set aside or reserve the whole or any part of the Permit Area for the exclusive use of any person or organization or for any other purpose or function, save and except where the Government Representative at its absolute discretion may permit or require.

(u) it shall not keep or permit or suffer to be kept in the Permit Area or any part thereof any animals or pets, except Guide Dogs for visually impaired persons, and to take all such steps and precautions to the reasonable satisfaction of the Government Representative to prevent the Permit Area or any part thereof from becoming infested by any pests or vermin.

(v) it shall assume full responsibility for the storage and the safe custody of all movable furniture at the Outdoor Seating Accommodation areas at all times.

(w) unless otherwise approved in writing by the Government Representative, no vehicle can enter the LLVP for the Permit Holder's business. The Permit Holder may at the discretion and with the prior approval by the Government Representative, park his vehicles in the LLVP solely for the purpose of loading/unloading of goods and commodities; collection of refuse and litter, desludging service and picking up/settling down of staff or arrange for its contractor(s) to conduct operation required for its business. The Permit Holder shall be responsible for the safety of any vehicle used by him or his contractors for entry into the LLVP for the said purposes not withstanding any approval. He shall indemnify Government in respect of any losses or damages thereto including any claim by a third party other than the Government as a result of the use of such vehicles.

(x) it shall on receipt of forty-eight (48) hours' notice from the Government Representative produce to it for inspection of the books, ledgers, vouchers, receipts and other documents relating to the Business, and make available copies of the same to the Government Representative, if required;

(y) it shall not later than fourteen (14) working days after the expiry of each month during the continuance of this Contract and not later than fourteen (14) working days after the termination of this Contract howsoever caused, submit to the Government Representative a statement of account in the form as the parties hereto may mutually agree, or in default of Agreement as the Government Representative may from time to time prescribe, showing the monthly gross turnover of the Kiosks, for that month. For the purpose of these provisions "**monthly gross turnover of the Kiosks**" shall mean the gross proceeds or receipts as received or receivable for any food and/or drinks sold or consumed or of all goods, merchandise and commodities and services of any kind and description provided or sold within or through or out of the Permit Area plus all other income deriving from or in respect of the Permit Area;

(z) it shall pay to the Government any cost incurred by the Government plus an administrative overhead charge to be advised by the Government Representative if it fails to carry out any of its obligations or duties under this Contract and the Government Representative executes such obligations or duties on its behalf;

(aa) it shall not infringe any copyright or other Intellectual Property Rights in respect of any music or other entertainment whatsoever provided in or from any part of the Permit Area or Venue and it shall indemnify and keep indemnified the Government Representative, and all their respective servants and agents in full against all actions, claims, proceedings, demands, liabilities, costs and expenses in respect of any infringement or alleged infringement of any such rights in or at the Permit Area as aforesaid;

(bb) it shall load and unload all items only through such entrances at such time or times as shall be reasonably designated or directed by the Government Representative for this purpose from time to time;

(cc) it shall make good any loss or damage to the Venue or any part thereof or any facilities or other fixture or fitting therein not being the property of the Permit Holder which may arise as a result of the operation of the Kiosks or any other act, neglect or default of the Permit Holder or any of its servants or agents;

(dd) it shall not use or cause, or suffer, or permit to be used the Permit Area or any part thereof for any purposes whatsoever other than the carrying out of its Kiosks;

(ee) it shall not carry out the Kiosks in or from or otherwise howsoever use, cause, suffer or permit to be used for any purpose whatsoever any part of the Venue other than the Permit Area without the prior written consent of the Government Representative; and

(ff) save and except with the prior permission of the Government Representative, it shall not cause, suffer or permit any of its employees or agents to enter any part of the Venue other than the Permit Area where the general public does not have access.

12. Cleansing, Collection and Disposal of Refuse and Litter

(a) The Permit Holder shall provide and keep in good and hygienic condition dustbins in the Permit Area in such numbers and of such a type as shall be approved by the Government Representative and shall collect all refuse and litter therein.

(b) The Permit Holder shall arrange at least once every day or at a frequency as prescribed by the Government Representative at any time and from time to time for the removal and disposal of all refuse and litter thus collected in the course of its Kiosks. Such refuse and litter shall be collected in polyethylene bags to be supplied by the Permit Holder, or in any other containers approved by the Government Representative and shall be properly disposed of at least once every day to such a refuse collection point inside or outside the Venue designated by the Government Representative or to such places as shall be specified by the Government Representative at any time and from time to time in such manner as approved or prescribed by the Government Representative. The Government Representative reserves the right to alter the designated refuse collection points and disposal method and the Permit Holder shall follow such directions by the Government Representative and make necessary arrangement as approved by the Government Representative at its own cost.

(c) The Permit Holder shall carry out cleansing and clearing of all grease traps and grease tanks in the Permit Area for which the Permit Holder is liable for, at least, on a daily basis and of all the drainage and sewerage pipes in the Permit Area for which the Permit Holder is liable for at frequent intervals to the Government Representative's reasonable satisfaction to prevent chokage and blockage of the installations. Where the Government Representative reasonably considers that hot or warm effluent can congeal and cause blockage within the drainage system, the Permit Holder shall forthwith on demand by the Government Representative undertake at its own expense either an emulsifying or a neutralizing effect by using such equipment or by employing such contractor as may be approved or prescribed by the Government Representative.

(d) In the event of failure to comply with this Clause, the Permit Holder shall pay the Government Representative on demand the costs incurred by the Government Representative if the removal and disposal of such refuse and litter or the cleansing or clearing of any of the drains, sewers and grease traps choked or blocked is carried out by the Government Representative due to the act, default or negligence of the Permit Holder or any of its employees or agents.

(e) The Permit Holder is required to collect and sort all refuse in an environmentally friendly manner as instructed by the Government Representative and remove and dispose of properly in polythene bags (to be supplied by the Permit Holder) or containers as may be approved or prescribed by the Government Representative all refuse, except those recyclable waste collected, immediately after each cleansing operation.

(f) The Permit Holder shall not place, or leave, or cause, or suffer, or permit to be placed or left in any part of the Venue (including but not limited to fire exits, common area, stairways, landings and passages of such buildings) any boxes, furniture, rubbish, chattels or any other materials or otherwise in any way to encumber, obstruct or block the same. The Permit Holder shall arrange at its own cost proper and immediate disposal of the same at designated locations as approved by the Government authorities from time to time.

(g) **The Contractor should note that there is a lack of proper sewage system for the Permit Area. The Contractor shall arrange desludging service for the cesspool servicing the Permit Area for wastewater with a professional company at his own expenses at regular intervals as is necessary.**

13. Monies and Valuables Found or Property Lost

All monies or other items of value found by the Permit Holder, its employees and/or agents in carrying out the Business in the Permit Area shall be handed to the Government Representative's management in the Venue as soon as possible and a written receipt shall be obtained therefrom.

14. Staffing

(a) The Permit Holder shall arrange all persons employed at the Permit Area to submit such medical examinations at such places and times as may be prescribed by a registered medical practitioner and shall not employ or shall cease to employ at the Permit Area any person found by the medical practitioner to be likely to spread a communicable disease.

(b) The Permit Holder shall ensure that its managerial or supervisory staff shall be in attendance at the Permit Area at all times when its staff are at work.

(c) The Permit Holder shall be responsible for the good conduct of its employees or agents while they are in the Permit Area, and shall ensure that they will behave accordingly.

(d) The Government Representative shall be entitled to demand on reasonable grounds, including but not limited to medical, health, security and disciplinary grounds, the removal or replacement of any of the Permit Holder's employees or agents.

(e) The Government and the Government Representative shall in no circumstances be liable either to the Permit Holder or to its employees or agents in respect of any liabilities, losses or damages occasioned by such removal as stipulated in Clause 14(d) and the Permit Holder shall fully indemnify the Government against any claim made by such employees or agents.

(f) The Government shall be entitled to refuse to admit to the Venue or any part thereof for the purpose of the Contract any person employed by the Permit Holder, or by the Permit Holder's agents, whose admission will be, in the reasonable opinion of the Government Representative, undesirable.

(g) Any removal demanded or refusal made under Clauses 14(d) and 14(f) shall not be construed as a breach of the Contract by the Government Representative and the Permit Holder shall continue to carry out its obligations under the Contract.

(h) The Permit Holder shall provide a sufficient quantity of clean clothes with clear identifications

of its Kiosks and of a type approved by the Government Representative for the use of its employees at the Permit Area.

(i) The Permit Holder shall provide lockers for the staff to store their clothing and personal effects and shall not allow personal effects such as clothing, footwear, luggage, umbrellas and other articles to be stored or left in any room where food and commodities for sale for the purpose of the Kiosks are stored.

(j) The Permit Holder shall ensure that at all times when its employees are at work or on duty in the Permit Area they shall wear clothes in a clean and tidy manner.

(k) The Permit Holder shall ensure that all persons employed by it in carrying out the Contract shall keep to such parts of the Venue as are necessary for the due discharge of the Permit Holder's obligations under the Contract.

(l) The Permit Holder shall maintain a proper, current and accurate record of all its employees or agents employed for carrying out its Kiosks. Such record shall include the name, Hong Kong Identity Card number, grade, age and photograph of each employee. The Permit Holder shall produce such record for inspection by the Government Representative on request.

(m) The Permit Holder shall not employ any person who is forbidden in the Laws of Hong Kong or not entitled for whatever reasons to undertake any employment in Hong Kong in the execution of this Contract or any other Government contract. If there is any breach of this Clause by the Permit Holder, the Government Representative may, by notice in writing, terminate this Contract and the Permit Holder is not entitled to claim any compensation. The Permit Holder shall be responsible for any expenses or loss that the Government Representative may incur or suffer due to the breach of this Clause by itself.

(n) Unless otherwise approved by the Government Representative, all workers and staff employed by the Permit Holder for the execution of this Contract shall be local residents engaged in Hong Kong. Any contravention to this Clause shall be deemed as a material breach of the Contract, which shall entitle the Government Representative to terminate the Contract by giving fourteen (14) days' notice to the Permit Holder.

(o) The Permit Holder shall be liable for all expenses necessarily incurred by the Government Representative as a result of the termination of this Contract.

(p) The Permit Holder shall not employ any person at the Permit Area who has not been inoculated

against typhoid and paratyphoid and inoculated and vaccinated against such other diseases as the Government Representative may direct.

15. Publicity and Advertisement

(a) The Permit Holder shall not publish or use any advertising or other publicity materials or perform any act with an advertising nature in relation to its Kiosks except with the prior written consent of the Government Representative.

(b) Save and except where the Government Representative at its discretion may permit or require, the Permit Holder shall not exhibit or display, or cause, or permit, or suffer to be exhibited or displayed either inside or outside the Permit Area 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 Permit Area or any part thereof) of any advertising nature.

(c) Without prejudice to the generality of Clause 15(b), the Permit Holder shall not exhibit or display, or cause, or permit, or suffer to be exhibited or displayed either inside or outside the Permit Area 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 Permit Area or any part thereof) of any advertising nature relating to any smoking products.

(d) The Permit Holder shall submit to the Government Representative all advertising or other publicity material relating to the Contract or the products supplied or other work done in connection with the Contract wherein the Government's name is mentioned or from the language used a connection with the Government can reasonably be inferred or implied.

16. Notices to be Displayed or Circulated in the Venue

If the Permit Holder proposes to display or circulate any notices requiring its employees, agents or the public to comply with the rules and regulations of the Government Representative, the Government or other competent authority, or for the purpose of the operation of its Kiosks under the Contract, it shall seek the prior written consent of the Government Representative and such consent can be withdrawn at any time at the discretion of the Government Representative. All notices displayed or circulated by the Permit Holder in the Venue shall be written in both English and Chinese.

17. Water Supply

(a) The Permit Holder, if so permitted by the Government Representative, may use water supply which may be available at the Venue to operate the Business and shall pay all fees and charges in connection therewith as more particularly described in **Clause 5** of the **Technical Schedule in Contract Schedule 6**.

(b) If water supply is not available at the Permit Area, or permission to use available supply is not granted or is withdrawn, the Permit Holder shall at its own expense install and provide such supply for its Business and pay all fees and charges in connection therewith.

(c) All installation of tubing and piping, and all other water supply works, be it permanent or temporary, shall be approved in writing by the Government Representative and the works shall be carried out by qualified personnel approved by and to the satisfaction of the Government Representative, and such installation shall thereupon become the property of the Government. The Permit Holder shall be responsible to maintain and repair such installation at its own expense as well as to remove the same should the Government Representative so directs.

18. Electricity Supply

(a) The Permit Holder, if so permitted by the Government Representative, may consume electricity from supply point which is available at the Venue to conduct his Business and shall pay all deposits, fees and charges in connection therewith as more particularly stipulated in **Clause 4 of the Technical Schedule of Contract Schedule 6**.

(b) If electricity supply point is not available at the Permit Area, or permission to use available supply point is not granted or is withdrawn, the Permit Holder shall at its own expense install and provide its own source of electricity supply required for the Kiosks and pay all fees and charges in connection therewith.

(c) Any installation of wiring and lighting fittings, and all other electrical works, be it permanent or temporary, shall be approved by the Government Representative in writing in advance and the works shall be carried out by a Registered Electrical Contractor (REC) / Registered Electrical Worker (REW) registered under the Electricity (Registration) Regulations (Cap. 406D) and to the satisfaction of the Government Representative, and such installation shall thereupon become the property of the Government. The Permit Holder shall be responsible to maintain and repair such installation at its own expense as well as to remove the same should the Government Representative so directs.

19. Provision of Air-conditioning

(a) The Government Representative shall use its beast endeavours but without incurring liability to the Permit Holder to provide the interior of the air-conditioning during opening hours of the Kiosks on each day and to maintain with due diligence the same in proper working order. Provided always that the Government Representative shall in no event whatsoever be held responsible for any failures or interruptions of any such air-conditioning service from any cause whatsoever (including but not limited to any negligent or wrongful act or omission of any of its servant or agent or any other causes beyond the Government Representative's control) or for any damages or losses whatsoever caused thereby. Provided further that notwithstanding any failure or interruption as aforesaid, all payments payable under this Contract shall remain payable in full at all times.

(b) The Permit Holder shall be responsible to pay the electricity charge in relation to the air-conditioning provided in Clause 19(a) above

20. Rights Reserved by Government Representative

(a) The Government Representative reserves the right to suspend at its sole discretion the Permit Holder's Business by closing the Permit Area for a specified period of not more than seven (7) days at any one (1) time if the Government Representative is of the opinion that the Permit Holder is in breach of any of the terms and conditions of the Contract and in such event the Permit Holder shall remain liable to pay the Monthly Permit Fee in full during such period of suspension.

(b) The Government Representative reserves the right to close the Venue in whole or in part, including the Permit Area and/or to suspend the Kiosks by reason of fire or storm or damage (not being the result of wilful default or misconduct or negligence of the Permit Holder, its employees or agents) or an act of God or repair or maintenance or building modification or for any other reasons at any time and for whatever period or periods during the Term. The Government shall not be liable for any loss suffered or expenses incurred whatsoever by the Permit Holder due to such closure or suspension.

(c) In connection with Clause 20(b) above, if the demand of such closure or suspension of the Kiosks by the Government Representative is due to repair or maintenance or building modification, the Government Representative will give the Permit Holder one (1) month's advance notice before the commencement date of such closure and/or suspension, if it is

practicable in the circumstances.

(d) If there shall be suspension of the Business as required under Clause 20(b), the Monthly Permit Fee shall be adjusted according to Clause 7 hereof.

(e) Notwithstanding Clause 3 hereof, the Government Representative may permit any person or organisation to provide in the Venue by way of sale or otherwise any refreshments or commodities. Irrespective of whether or not the Business of the Permit Holder might be affected by such arrangement, the Government shall not be liable to pay any compensation whatsoever to the Permit Holder and shall not be required to abate the Monthly Permit Fee or any part thereof.

(f) For the avoidance of doubt, nothing expressed or implied in the Contract shall be regarded as in any way negativing, prejudicing or otherwise restricting the right of the Government Representative to authorise any person or organisation to bring into the Venue or distribute freely therein any refreshments or commodities for consumption or for use whatsoever. The Permit Holder is not entitled to claim for any compensation or prohibition for whatsoever causes resulting from the grant of the said permissions and authorisations. The Permit Holder shall continue to carry on his Business on any day covered by such permission if it is not required to suspend his Business.

(g) Notwithstanding Clause 3 hereof, the Government Representative may, by giving not less than seven (7) days' notice to the Permit Holder, hold or permit any person or organisation to hold any function in the Venue. Where the Government Representative considers it necessary to do so, it may require the Permit Holder to suspend the whole or part of the Business temporarily during the time when such functions are being held in the Venue. The Permit Holder is not entitled to claim for any compensation whatsoever resulting from the grant of the said permissions and the holding of the functions. If the Permit Holder suspends his Business whether in whole or in part as demanded by the Government Representative under this Clause, the Monthly Permit Fee shall abate on a pro rata basis depending on the length and extent of such suspension of the Business which shall be determined by the Government Representative. The Permit Holder shall continue to carry on his Business on any day covered by such permission if it is not required to suspend his Business.

(h) Notwithstanding Clause 3 hereof, the Government Representative reserves the right to provide or allow any person or contractor to provide any commodities and/or other services and/or drinking fountain, vending machine and/or catering services within any other areas of the Venue during the Term of the Contract. Irrespective of whether or not the Business of the

Permit Holder might be affected by such arrangement, the Government shall not be liable to pay any compensation whatsoever to the Permit Holder and shall not be required to abate the Monthly Permit Fee or any part thereof.

(i) During the six (6) months immediately preceding the expiry of the Contract, the Government reserves the right to allow any prospective service providers to enter and view the Permit Area at any reasonable time upon prior notice having been given to the Permit Holder.

21. Sale of Commodities and Provision of Services

(a) The Permit Holder shall notify the Government Representative of the latest price list of the commodities it offers to sell in the Kiosks whenever the Government Representative so demands.

(b) The Permit Holder shall provide to customers upon request receipts for commodities sold in conducting the Business specifying the refreshment and the commodities sold and the respective price.

(c) The Permit Holder shall abide by any directions as to the quality of the commodities sold or offered for sale at the Permit Area as may be given by the Hong Kong Consumer Council.

22. Display of Commodity Prices

The Permit Holder shall prominently display at all times the prices of commodities for sale in respect of his Business at the Permit Area. The displays shall be in both Chinese and English and put up in such form, manner and at such locations as shall be approved or prescribed in writing by the Government Representative.

23. Erection of Structure

(a) The Permit Holder shall not allow or permit any structure to be erected in or on the Permit Area and its immediate vicinity except for the following:

(i) those stipulated in Clause 22 above;

(ii) one (1) signboard bearing the trade name(s) for the Business

in both English and Chinese approved in writing by the Government Representative.

(b) The size of the signboard shall be those approved or prescribed by the Government Representative in writing. The location of the signboard stipulated in Sub-clause 23(a) of this clause shall be that prescribed by the Government Representative in **Annex E**.

(c) No shelters other than movable sunshades shall be allowed in the Outdoor Seating Accommodation areas.

24. Watchman

(a) The Permit Holder shall not allow any person to remain in the Permit Area overnight without the permission of the Government Representative in writing. Such permission shall only be given to enable the Permit Holder to post a watchman/watchmen to look after the contents of the Permit Area.

(b) The Permit Holder shall ensure each watchman shall possess a valid security personnel permit issued under the Security and Guarding Services Ordinance (Cap. 460) and submit to the Government Representative for approval the name and Hong Kong Identity Card number of such watchman.

(c) The Permit Holder shall immediately remove such person(s) from the Permit Area if the Government Representative notifies the Permit Holder in writing of the withdrawal of its approval for such person(s) to stay overnight in the Permit Area.

25. Use of Fuel

The Permit Holder shall heat, cook food or boil water only by electricity.

26. Store of Dangerous Goods and Prohibited Goods

Except a reasonable quantity to be stored at the Permit Area required for the operation of the Business, the Permit Holder shall not keep, store or cause, permit or suffer to be kept or stored in the Permit Area any dangerous or prohibited goods or liquefied petroleum gas or any other types of fuel within the meaning of the Dangerous Goods Ordinance (Cap. 295) or any arms, ammunition, explosives or combustible substances.

27. Fire Safety Management

(a) The Permit Holder shall provide and maintain in proper and serviceable condition fire fighting equipment to the satisfaction of the Government Representative and comply with any directions issued by the Director of Buildings or the Director of Fire Services in connection with the Permit Area.

(b) The Service Provider shall provide fire safety training to all staff and all staff shall be given specific safety responsibilities. Safety responsibilities and activities shall include, but not limited to –

(i) good security and vigilance by all staff to limit the risk of fires;

(ii) house keeping management established housekeeping procedures to remove fire hazards and limit the risk from combustible materials; to ensure the fire load in each area is controlled and the requirement of fire engineering design is met;

(iii) staff training; and

(iv) regular fire drills, testing and maintenance of all fire services installations.

28. Discharge of Waste Water

The Permit Holder shall ensure waste water that comes out from the Permit Area is free of grease and shall not cause, suffer or permit to be caused the waste water discharging onto areas surrounding the Permit Area other than the proper discharge point(s) inside the Permit Area.

29. Prohibition from Sale of Alcoholic Liquor

The Permit Holder is prohibited from offering alcoholic liquor to customers.

30. Green Measures Relating to Disposable Tableware

(a) The Permit Holder shall not provide plastic straws for any customers.

(b) The Permit Holder shall use reusable tableware for dine-in customers and shall not provide any disposable cutlery (e.g. stirrer, fork, knife, spoon and chopsticks) and disposable food / drink containers (e.g. cups, bowls, dishes, plates and boxes) by default or in sets for take-away

customers.

(c) If requested by take-away customers, the Permit Holder may provide non-plastic disposable cutlery (e.g. soft wood or bamboo) and non-plastic disposable food / drink containers (e.g. paper, plant fibre or metal foil) on a need basis for take-away food or drinks provided that such non-plastic disposable cutlery is not provided in sets. The Permit Holder shall charge and fully recover the cost of the non-plastic disposable tableware item(s) from those customers in line with the "user pays" principle. In any event, the Permit Holder shall not provide disposable plastic tableware.

(d) For clarity purpose, plastic includes poly-foam, polyethylene, poly-lactic acid (PLA), oxo-plastic and all other types of plastic. It does not include paper coated with plastic or wax. "Tableware" includes straws and stirrers, cutlery (e.g. fork, knife, spoon and chopsticks), food / drink containers (e.g. cups, bowls, dishes, plates and boxes) and individually packed wet tissues.

(e) The Permit Holder may provide plastic lids for cups and bowls for take-away food or drinks.

(f) The Permit Holder may provide disposable plastic tableware when warranted by genuine service / operational needs and with prior approval in writing by the Government Representative under exceptional circumstances, such delivery of public service in emergency situations (e.g. special / ad-hoc operations and special operational requirements required during prolonged outdoor work).

(g) The Permit Holder may provide disposable (including plastic) straws free-of-charge on request to meet special needs arising from the medical requirements or physical conditions of individual customers.

(h) The Permit Holder may provide prepackaged food with disposable tableware not made of poly-foam if cooking or preparation of food is not allowed in the Permit Area.

(i) The requirements and conditions as stipulated in Clauses 30(a) to 30(h) shall be all to the satisfaction of the Government Representative and the decision of the Government Representative shall be final, conclusive and binding on the Permit Holder.

31. Arrangement during Epidemic Illness

In the event of illness of any epidemic nature breaking out or situations related to suspected or confirmed communicable disease cases, the Permit Holder shall comply with all such orders, arrangements or regulations as may be issued by the Government with a view to stamping out the same. The Permit Holder shall comply with any instructions issued by the Government regarding measures to be adopted to prevent or control disease of any kind.

32. Government Premises, Property, Machinery and Equipment

(a) When the Government premises, property, machinery or equipment is provided for the Permit Holder under the Contract (inclusive of those listed in the Fifth Schedule), the Permit Holder shall keep and maintain the same in good, clean and serviceable condition (fair wear and tear excepted), and shall be responsible for the due and immediate return of all such premises, property, machinery and equipment in good repair, clean and serviceable condition (fair wear and tear excepted) at any time upon request by the Government Representative and/or upon the expiry or termination of the Contract.

(b) The Permit Holder shall not make any alteration or addition to the premises, property, machinery and equipment provided by the Government therein without the prior permission in writing by the Government Representative and shall not carry out the repairs to the same without obtaining the prior written approval of the Government Representative. If such approval is obtained, the repair works shall be carried out by a qualified Person approved by and to a standard acceptable to the Government Representative.

(c) The Permit Holder shall be liable to the Government for any damage or loss to such premises, property, machinery and equipment provided by the Government. If any such premises, property, machinery or equipment is found damaged or lost, as the case may be, in whatsoever scale and from whatsoever cause while in the occupancy or control of the Permit Holder, the Permit Holder shall pay the cost for all repair or replacement of the same plus a sum equivalent to the staff administrative costs as administrative overhead charges.

(d) All premises, property, machinery and equipment so provided for the Permit Holder under the Contract, shall remain the property of the Government, and the Government Representative reserves the right to check stock of the same at any time and the Permit Holder shall provide every assistance to the Government Representative for this purpose.

(e) The Permit Holder shall accept the Permit Area and the Government's provisions of property,

machinery or equipment under the Contract (inclusive of those listed in the Fifth Schedule) in the state and condition in which occupancy is given.

33. Access Granted to the Permit Holder

33.1 The Permit Holder shall have, during the continuance of the Agreement, for himself, his employees and agents:

(a) the right, so far as shall be necessary for the compliance with the provisions of the Agreement, of free access to and free use of those parts of the Permit Area specified in **Contract Schedule 5** and delineated and shown edged red and shaded green respectively in **Annex C**;

(b) the exclusive use of the Indoor Area of the Permit Area described in **Contract Schedule 5** and delineated and shown edged red in **Annex C**; and

(c) the right of access to such other parts of the LLVP as is necessary for the purpose of the Agreement but is subject to the absolute determination of the Government Representative.

33.2 For the avoidance of doubt, the Agreement creates no tenancy or lease whatsoever between Government and the Permit Holder and the Government Representative reserves its right to have unimpeded access at all reasonable time to all parts of the Permit Area.

33.3 The access offered under this clause will only be limited to the operation hours of the Permit Area.

34. Inconvenience or Annoyance Caused at the Venue

(a) The Permit Holder shall ensure that its employees or agents shall perform their duties in an orderly manner and in as quiet a manner as may reasonably be practicable having regard to the nature of the duties being performed by them.

(b) The Permit Holder shall use its best endeavors to avoid causing nuisance or annoyance to the users of the Venue or to the Government's staff or agents working there while carrying out the Business. The Government Representative shall be, without prejudice to any rights it has under the Contract and without releasing or discharging the Permit Holder of its obligations hereunder and without compensation whatsoever to the Permit Holder, entitled to suspend the Business or use whatever means the Government may consider suitable so as to stop the Permit Holder from causing further nuisance to the users of the Venue and the Government's staff or agents working there.

(c) The Permit Holder shall not place or leave, or cause, or suffer, or permit to be placed or left any of its trade equipment, stores, provisions, furniture, fixtures, fittings, chattels or other things whatsoever at any places within the Venue other than the Permit Area or otherwise howsoever encumber or encroach such places and shall forthwith remove the same to a place designated by the Government Representative if the Government Representative in its opinion considers that they may cause encumbrance or encroachment. In the event of any breach of this Clause and without prejudice to any other rights and remedies which the Government Representative has or may have under the Contract, the Government Representative shall be entitled to take all such steps as may be necessary to forthwith remove any such encumbrances or encroachments thereby constituted and without notice to the Permit Holder to seize and dispose of any such property in such manner as the Government Representative may see fit without any liability whether towards the Permit Holder or any other Person and the Permit Holder shall pay the Government on demand all the costs in relation to such removal and/or disposal which are incurred by the Government.

35. Inspection and Rejection

(a) The Business carried on by the Permit Holder shall be subject to inspection by the Government Representative at any time.

(b) Without prejudice to any other rights provided under the Contract, the Government Representative may reject any action undertaken by the Permit Holder which is purported to be for the compliance or observance of any term or condition of the Contract or result of such action which does not strictly conform to the terms and conditions of the Contract.

(c) Within twenty-four (24) hours (or such longer time as may be notified by the Government) of being notified in writing of the rejection of any action undertaken by the Permit Holder or result of such action, the Permit Holder shall take necessary action to rectify such rejected action or result of action to the satisfaction of the Government Representative.

(d) If the Permit Holder shall fail to rectify such rejected action or result of action, the Government Representative may without prejudice to any other rights and remedies available to the Government carry out and complete such rectification by its own staff or by its agents. All costs and expenses whatsoever which may be incurred by the Government thereof shall be recoverable in full from the Permit Holder forthwith on demand. The normal working hours for the staff of the Government are, with the exception of General Holiday, from 9:30 a.m. to 4:30 p.m. from Monday to Friday. If such rectification is carried out by the staff of the Government

outside these normal working hours, the Permit Holder shall be responsible for the overtime remuneration, subsistence allowances and traveling expenses of such staff.

36. Permit Holder's Act, Default, etc.

(a) Any act, default, negligence or omission of any employee, agent or sub-contractor (of whatever tier), or any employee or agent of such sub-contractor, or visitor, patron or invitee of the Permit Holder shall be deemed to be the act, default, negligence or omission of the Permit Holder.

(b) It shall be regarded as a default, if the Permit Holder –

(i) shall abandon the Contract; or

(ii) shall persistently or wilfully neglect to carry out its obligations under the Contract; or

(iii) shall fail to carry out all or any of the rectification as stipulated in Clause 35(c) hereof within the time specified.

(c) Without prejudice to any other rights provided for under the Contract, the Permit Holder shall indemnity the Government and the Government Representative against any and all losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and actions which the Government may sustain or incur or which may be brought or established against it as a result of the Permit Holder's default.

(d) Notwithstanding the above provision, the Government Representative may at its own discretion terminate the Contract in accordance with Clause 42 hereof as a result of the Permit Holder's default.

37. Public Liability Insurance

(a) The Permit Holder shall effect, take out, maintain and renew upon expiry the benefit of and at its own expense a policy of insurance (including public liability) ("the Policy") in the joint names of the Permit Holder and the Government of the Hong Kong Special Administrative Region in the sum of not less than Ten Million Hong Kong Dollars (HK$10,000,000) for any one (1) incident and for an unlimited number of claims arising during the Term of the Contract with an insurance company authorised by the Insurance Ordinance (Cap. 41) on such terms and conditions to be approved by the Government Representative. There shall be no limit to the number of claims during the period of insurance.

(b) The Policy shall cover full liability to pay damages or compensation as a result of the damage to properties, death of or injury to or illness suffered by any person arising out of any act, negligence or default of the Permit Holder, or the Government or their employees and agents. The Policy shall also indemnify all sums which the Permit Holder and the Government shall become legally liable to pay as compensation for bodily injury due to any food and/or drinks and/or other commodities sold / provided by the Permit Holder at the Venue.

(c) The Permit Holder shall keep the Policy in force during the continuance of the Contract and shall forthwith deposit with the Government Representative for safe keeping a copy of such Policy together with the receipt for payment of the current premiums.

(d) If the terms of the Policy taken out by the Permit Holder require the insured parties to bear any excess amount in the event of claims, the Permit Holder shall be personally and solely responsible for the payment of such excess amount and shall indemnify the Government for such payment. Under no circumstances whatsoever shall the Government be responsible for the premium payable under the Policy or the premium payable for the renewal thereof.

(e) The Policy shall include a cross liability clause.

(f) The Permit Holder is responsible to lodge all claims with the insurance company and shall deal with the said insurance company upon receipt from the Government Representative or otherwise of a report on any injury, death, loss or damage.

(g) The Permit Holder shall conform to the terms and conditions of the Policy and all reasonable requirements of the insurers in connection with the settlement of claims, the recovery of losses and the prevention of accidents. The Permit Holder shall not do or permit or suffer to be done any act or omission whereby the Policy shall be rendered void or voidable, or which would otherwise amount to breach of the Policy. The Permit Holder shall bear the economic consequences of, and indemnify the Government in full from and against any loss and liability which may arise from any failure of the Permit Holder to observe and comply with this Clause.

38. Accident to Permit Holder's Employees

(a) The Government, its employees and agents shall not be under any liability whatsoever for or in respect of any injury to or death of any of the Permit Holder's employees or agents save and except such injury or death caused by the negligence of the Government or its employees or agents. The Permit Holder shall indemnify the Government and its employees or agents against

all losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and actions whatsoever in respect of any such injury or death for which the Government and its employees and agents are not liable under this Clause.

(b) The Permit Holder shall effect and keep in force at its own expense the Policy against all liability to pay damages or compensation as aforesaid in respect of all staff and other persons, other than the Government employees who may be employed by the Permit Holder on any work done in pursuance of the Contract with an insurance company authorised by the Insurance Ordinance (Cap. 41) and on such terms and conditions to be approved by the Government Representative, and shall, as and when required, deposit with the Government Representative for safe keeping a copy of the Policy together with the receipt for payment of the current premiums.

(c) In the event of any staff or other persons employed by the Permit Holder on any work done in pursuance of the Contract suffering any personal injury or death, the Permit Holder shall within forty-eight (48) hours notify the Government Representative in writing and whether there be a claim for a compensation or not, the Permit Holder shall, as soon as it is practicable thereafter, give notice in writing of such personal injury or death to the Commissioner for Labour and the insurer.

39. <u>Liability and Indemnity</u>

(a) The Permit Holder shall indemnify the Government and keep the Government fully and effectively indemnified against all losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and actions which the Government may sustain or incur or which may be brought or established against it by any person and which in any cases arise out of or in relation to or by reasons of —

(i) the negligence, recklessness, tortious act or wilful misconduct of the Permit Holder, its employees or agents or sub-contractors (of whatever tier) or those employees or agents of such sub-contractors, or any visitor or patron of the Permit Area (all of the aforesaid persons collectively the “Permit Holder Responsible Group”); or

(ii) the performance or breach or the non-performance or non-observance of any of the warranties and undertakings, obligations or conditions by any member of the Permit Holder Responsible Group; or

(iii) any defaults, unauthorised acts or omissions of any member of the Permit Holder

Responsible Group; or

(iv) the non-compliance with any applicable laws and any requirements or regulations of any Government authorities or agencies in connection with the performance of the obligations under this Contract by any member of the Permit Holder Responsible Group; or

(v) any loss or damage sustained by or any injury to or death of any third party which is partially or jointly in consequence of any negligence, omission, default of the Government or its employees or any agent under statute and under common law as long as such loss or damage sustained by or any injury to or death of such third party is partially or jointly attributable to any member of the Permit Holder Responsible Group in the manner as described in (i) to (iv) above.

(b) The indemnities, payment and compensation given in pursuance of the Contract by the Permit Holder shall not be affected or reduced by reasons of any failure or omission of the Government Representative in enforcing any of the terms and conditions of the Contract, or in supervising or controlling the Permit Holder's operation or method of working, or in detecting or preventing or remedying any defective work carried out by any member of the Permit Holder Responsible Group.

(c) For the purposes of this Clause 39, "negligence" shall have the same meaning as that assigned to it in section 2(1) of the Control of Exemption Clauses Ordinance (Cap. 71).

40. Failure to Insure

If the Permit Holder shall fail to effect or to keep in force the Policy referred to in Clauses 37 and 38 or any other Policy of insurance which it may be required to effect under the terms and conditions of the Contract, the Government Representative may effect and keep in force any such insurance policy and pay such premium or premiums thereof as may be necessary for that purpose and may from time to time deduct the amount so paid from the Security Deposit in accordance with Clause 8 hereof or may recover the same as a debt due from the Permit Holder.

41. Probity

(a) The Permit Holder acknowledges it has been reminded that:

(i) dishonesty, theft and corruption on its part or that of its officers, directors, employees, agents or sub-contractors are criminal offences and may lead to prosecution under section

9 of the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong), sections 17, 18D and 19 of the Theft Ordinance (Chapter 210 of the Laws of Hong Kong) and section 161 of the Crimes Ordinance (Chapter 200 of the Laws of Hong Kong); and

(ii) the offering, soliciting or accepting of advantages, as defined in the Prevention of Bribery Ordinance is not permitted.

(iii) if the Permit Holder or any of the Permit Holder's employees or agents commits an offence under the Prevention of Bribery Ordinance (Cap. 201), or the Theft Ordinance (Cap. 210), the Crimes Ordinance (Cap. 200) or under any law of a similar nature in relation to the Contract or any other Government contracts, the Government Representative may, on behalf of the Government, summarily terminate the Contract, without entitling the Permit Holder to any compensation therefor.

(b) The Permit Holder shall be liable for all expenses necessarily incurred by the Government as a result of the termination of the Contract under this Clause.

(c) The Permit Holder shall not, whether by itself or by any person employed by it to provide services in connection with the Business, solicit or accept any gratuity, tip or any other form of money taking or reward, collection, or charge for any part of such services other than charges properly approved in writing by the Government Representative under the Contract. The Permit Holder shall prohibit its employees and agents who are involved in this Contract from offering, soliciting or accepting any advantages as defined in the Prevention of Bribery Ordinance (Cap. 201) when conducting business in connection with this Contract.

(d) The Permit Holder shall inform its officers, employees (whether permanent or temporary), agents and sub-contractors that the offering, soliciting or accepting of advantages (as defined in the Prevention of Bribery Ordinance) is not permitted. The Permit Holder shall also caution its officers, directors, employees and agents and sub-contractors against soliciting or accepting any hospitality, entertainment or inducement which may impair their impartiality in relation to the execution of the Contract and the selection of its sub-contractors, if any, or the supervision of the work of the sub-contractors.

(e) The Government may terminate the Contract immediately if the Contractor or any of its officers, directors, employees, agents and sub-contractors is convicted of an offence under the Prevention of Bribery Ordinance, the Theft Ordinance or the Crimes Ordinance.

(f) The Permit Holder shall within fourteen (14) days after the commencement of the Contract

draw up and submit a staff code of conduct [Note] , governing its officers, directors and employees related to the execution of the Contract, to the Government Representative. The code of conduct shall cover probity issues including prohibition from offering, soliciting or accepting any form of advantages in discharging their duties under the Contract, and requirements on avoidance and management of conflict of interest and non-divulgence of confidential information. It shall ensure that these personnel are well aware of the prohibited acts explicitly stated in Clause 41(d) above and of the code of conduct. The code of conduct should form part of the contractual arrangement (e.g. director's service or employment contract) to ensure acknowledgement and compliance by them.

Note: The Corruption Prevention Department of the Independent Commission Against Corruption has compiled a Sample Code of Conduct (available at https://cpas.icac.hk/EN/Info/Lib_List?cate_id=3&id=2365) for reference by the Contractor, setting out basic standard of conduct expected of all of its directors and staff. The Contractor is advised to make reference the Sample Code of Conduct when compiling its own code of conduct.

(g) The same integrity management provisions, i.e. prohibition from offering, soliciting or accepting of advantages, and requirements on avoidance and management of conflict of interest and non-divulgence of confidential information, shall also be included in the relevant contractual agreement between the Contractor and its agent or sub-contractor (if any).

42. Termination

(a) This Contract will expire automatically, without notice being necessary, upon the fulfillment of all contractual obligations by the Contractor.

(b) Without prejudice to any right or action or remedy which shall have accrued or shall accrue thereafter to the Government Representative, the Government may at any time by notice summarily terminate the Contract without entitling the Permit Holder to compensation in any of the following events –

(i) if the Permit Holder fails or neglects to observe or perform any of the terms and conditions of the Contract or fails to pay any of the sums payable by the Permit Holder under the Contract or in the case of a breach capable of being remedied, fails within fourteen (14) days or such longer period as the Government Representative may allow after the receipt of a notice in writing from the Government Representative so to do to remedy the breach (such notice shall contain a warning of the Government

Representative's intention to terminate the Contract); or

(ii) if the Permit Holder goes into liquidation, or is at any time adjudged bankrupt, or has a receiving order or orders for administration of its estate made against it, or takes any proceedings for liquidation or composition under the Bankruptcy Ordinance (Cap. 6) for the time being in force, or becomes insolvent, or makes a proposal for a composition or a scheme of arrangement or makes any conveyance or assignment of its effects for the benefit of its creditors or purports so to do, or suffers any execution to be levied on its goods and assets in the Permit Area, or a petition is filed for the bankruptcy or winding up of its business otherwise than for the purpose of a reconstruction or amalgamation previously approved by the Government Representative in writing; or

(iii) if the Permit Holder, being a company, passes a resolution, or the Court makes an order, or a receiver or manager is appointed on behalf of the debenture holders, or circumstances which entitle the court or debenture holders to appoint a receiver or manager have arisen, for the liquidation of the Permit Holder's assets, provided that such determination shall not prejudice or affect any right or action or remedy which have accrued or accrue thereafter to the Government; or

(iv) the Contractor is in breach of Clause 15 of the General Conditions of Contract; or

(v) if the Permit Holder assigns or purports to assign all or any part of the burden or benefits of the Contract without the prior written consent of the Government Representative.

(c) Notwithstanding any provision to the contrary, at any time after the expiration of the eighteen (18) months from the commencement of the Term either party may terminate the Contract by giving the other party not less than three (3) months' prior written notice.

(d) If the Permit Holder has terminated the Contract early by serving prior written notice pursuant to Clause 42(c), and the Government conducts a new procurement exercise to award a contract to provide the Business from another source to replace the existing contract, any tender/quotation offer from the same Permit Holder or a related person of the Permit Holder (as defined as below) for the contract to be awarded in that new procurement exercise will be rejected.

(e) The Government may immediately terminate the Contract upon the occurrence of any of the following events:

(i) the Contractor has engaged or is engaging in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security;

(ii) the continued engagement of the Contractor or the continued performance of the Contract is contrary to the interest of national security; or

(iii) the Government reasonably believes that any of the events mentioned above is about to occur.

For the purpose of this Clause 42(d):

(i) If the Permit Holder is a company, the expression "**related person**" of the Permit Holder includes any one of the following:

(1) a shareholder (corporate or individual) which directly or indirectly beneficially owns fifty (50) percent or more of the issued share capital of the Permit Holder ("**majority shareholder**"); or

(2) a holding company or a subsidiary of the Permit Holder; or

(3) a holding company or a subsidiary of a majority shareholder of the Permit Holder; or

(4) a company in which a majority shareholder (being an individual) of the Permit Holder directly or indirectly beneficially owns fifty (50) percent or more of its issued share capital or controls the composition of its board of directors.

The expressions "**holding company**" and "**subsidiary**" have the meanings given to them in the Companies Ordinance (Cap. 622).

(ii) If the Permit Holder is a sole proprietor or partnership, the expression "**related person**" includes any one of the following:

(1) any partner of the Permit Holder (if it is a partnership); or

(2) the spouse, parent, child, brother or sister of the Permit Holder, and, in deducing

such a relationship, an adopted child shall be deemed to be a child of both of the natural parents and the adopting parent, and a step child to be a child of both the natural parent and of any step parent; or

(3) a company in which the Permit Holder or any partner of the Permit Holder beneficially directly or indirectly owns fifty (50) percent or more of its issued share capital or controls the composition of its board of directors.

(f) If the Government Representative shall at any time be prevented from performing the Contract by force majeure, then the Contract shall terminate immediately but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of any of the terms and conditions of the Contract.

(g) For the purpose of Clause 42(e), "**force majeure**" means acts of God, strikes, lockouts, acts of war, civil disorders, governmental laws, orders or regulations or other similar or different events or contingencies beyond the reasonable control of the respective parties. For these purposes an event shall not be deemed to be within the control of the Government on the grounds that the Government could have prevented that event by acceding to any unreasonable demands of an authority, corporation, trade union, association or person.

(h)

(i) If the Permit Area or any part thereof shall be rendered unfit for use by any cause whatsoever not attributable to any act, omission or default on the part of the Permit Holder or any of its servants or agents, the obligation of the Permit Holder to carry on the Business shall be suspended until such part or parts shall have been again rendered fit for use. If the period of suspension exceeds seven (7) days then the Monthly Permit Fee hereby agreed to be paid or a proportionate part thereof shall abate until the Permit Area or any part thereof shall have been rendered fit for use. If such part or parts shall not be rendered fit for use within six (6) months of the date of the occurrence of the event rendering the same unfit, then either party hereto shall be entitled at any time before the same are so rendered fit to terminate this Contract by notice in writing to the other but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach. Notwithstanding the above the Government shall have the sole right to determine whether the Permit Area or any part thereof has become unfit for use.

(ii) For the avoidance of doubt, it is hereby expressly agreed and declared that notwithstanding anything contained herein, the Government shall not in any

circumstances whatsoever be required or otherwise obliged to repair or reinstate the Permit Area or any part thereof rendered unfit for use by any cause whatsoever if the Government shall be of the opinion that it is not practicable or reasonable to do so.

43. <u>Effect of Termination</u>

(a) Upon termination of the Contract –

(i) the Permit Holder shall immediately deliver up vacant possession of the Permit Area including the appliances, furniture, fixtures and fittings provided by the Government Representative or the Government therein in good repair (fair wear and tear excepted) and in clean and hygienic condition. Provided always that where the Permit Holder has made any alterations or installed any fixtures or additions to the Permit Area with or without the Government Representative's consent, the Government Representative may at its discretion require the Permit Holder to reinstate or remove at the Permit Holder's own expense such alterations, fixtures, fittings or additions or such part or portion thereof as the Government Representative may require and to make good and repair in a proper and workmanlike manner any damage to the Permit Area and to the Government's fixtures and installations thereof before delivering up the Permit Area to the Government Representative;

(ii) the Permit Holder shall at its own expense forthwith retreat all its employees or agents and remove from the Permit Area all its fixtures, fittings, structures, materials, machinery, equipment, plant and all other properties which the Government Representative does not desire to take over. The Permit Holder shall at its own expense make good any damage to the Government premises, property, machinery and equipment which are caused by such retreat or removal;

(iii) the Permit Holder shall return all Government premises, property, machinery and equipment provided by the Government under the Contract in the manner as stipulated in Clause 32 hereof;

(iv) if the Permit Holder shall fail to comply with Clause 43(a)(i) or (ii), the Government Representative may forthwith enter the Permit Area to remove any person therein, or to remove any fixtures and fittings so installed or erected, or any property, materials, machinery and equipment found therein and to effect the necessary repair and cleansing work so as to keep the Permit Area in a good repair, clean and serviceable condition. The Government Representative reserves the right to take over or to dispose of in whatsoever

manner it deems appropriate and without any liability and compensation whether towards the Permit Holder or any other party any fixtures and fittings so installed or erected and any chattels not collected or removed by the Permit Holder upon the termination of the Contract. All costs, losses, damages or expenses incurred by the Government as a direct or indirect result of the breach of the Contract under this Clause shall be recoverable as a debt due from the Permit Holder; and

(v) if the Contract is terminated by the Government (other than pursuant to Clause 42(c) and Clause 42(h)(i)) and the Government makes other arrangements for the operation of the Business, the Government may recover from the Permit Holder:

(1) any amount short of the total Monthly Permit Fee (which would have been payable by the Permit Holder had the Contract not been terminated) suffered by the Government in engaging another Permit Holder to conduct the Business and all costs and expenses incurred in making the arrangements for the same including conducting tendering/quotation exercise to award a contract under which a person is granted a permit to conduct the Business; and

(2) any additional expenditure incurred by the Government in connection with a default by the Permit Holder referred to in Clause 42(b) or 42(e). If the Contract is so terminated, until the Government has established the final cost of making other arrangements contemplated under this Clause, no further payments shall be payable by the Government to the Permit Holder for the services provided by the Permit Holder prior to termination and in accordance with the Contract for which payment has yet to be made by the Government.

(b) Any termination of the Contract howsoever occasioned shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination. All warranties and indemnities given by the Permit Holder under this Contract shall survive the expiration or early termination of this Contract.

(c) In the event of termination or expiry of the Contract for whatever reason whether under any of the applicable provisions set out in this Clause or otherwise, neither the Government nor the Government Representative shall be responsible for any claim, legal proceeding, liability, loss (including any direct or indirect loss, any loss of revenue, profit, business, contract or anticipated saving), damages (including any direct, special, indirect or consequential damages of whatsoever nature) or any cost or expense, suffered or incurred by the Permit Holder arising

out of or in relation to the termination or expiry.

(d) If the Contract is terminated in accordance with Clause 42 (Termination) hereof or Clause 10 of General Conditions of Contract, the Government Representative shall:-

(i) cease to be under any obligation to make further payment to the Contractor until the costs, loss and/or damage resulting from or arising out of the termination of the Contract shall have been calculated and provided such calculation shows a sum or sums due to the Contractor;

(ii) not be responsible for any loss and expenses suffered or incurred by the Contractor due to the termination of the Contract;

(iii) be entitled to repossess any of his materials, tools, equipment or other items loaned or hired to the Contractor and to have a lien on any of the materials, tools and equipment or other items belonging to the Contractor for any sum due hereunder or otherwise from the Contractor to the Government Representative; and

(iv) have, without prejudice to any claims by the Government Representative for breach of the whole or any part of Contract, the right to assign the uncompleted Services to another contractor or contractors whereupon the Contractor shall be liable for any amounts in excess of the payment quoted by the Contractor under the Contract up to and including the moment of breach and the Government Representative shall be entitled to use all such Contractor's materials, equipment or other goods for the purposes thereof free of charge and free from any liability until a new contractor or contractors are formally engaged by the Government Representative to perform the uncompleted Services.

(e) The rights of the Government Representative are in addition to and without prejudice to any other rights the Government Representative may have whether against the Contractor directly or pursuant to any guarantee or indemnity.

44. Recovery of Sums Due

Whenever under the Contract any sum of money (including but not limited to rates and Government rent payable in respect of the Permit Area) shall be recoverable from or payable by the Permit Holder to the Government (but the Permit Holder has failed to pay the same by the due date), the Government is entitled to deduct the same from any sum then due or which at any time thereafter may become due to the Permit Holder under this or any other agreement(s) and/or contract(s) with

the Government or from the Security Deposit in cash, cheque, cashier's order or by making a call on the bank guarantee in accordance with Clause 8 hereof forthwith without notice.

45. Dispute Resolution and Jurisdiction

(a) The Contract shall be governed by and construed according to the laws of Hong Kong.

(b) The Parties shall first refer any dispute or difference arising out of or in connection with the Contract to mediation in accordance with The Government of the Hong Kong Special Administrative Region Mediation Rules prevailing at the time.

(c) If the said dispute or difference is not settled by mediation according to Clause 45(b) above, a Party may institute litigation in respect of the said dispute or difference. The Parties agree that the courts of Hong Kong shall have exclusive jurisdiction in respect of the said dispute or difference.

46. License, Permit, and/or Certificate

(a) The Contract does not confer exemption from any licensing requirements pertaining to the Permit Holder's Business.

(b) The Permit Holder shall apply to the appropriate authorities to obtain or renew, as the case may be, all licences, permits and/or certificates required by the Laws of Hong Kong for the operation of its Business. The Permit Holder shall make no claim of any kind whatsoever against the Government Representative in the event of the Permit Holder's failure or inability for any reason to obtain or renew any such licences, permits and/or certificates.

(c) It will be unlawful for the Permit Holder to operate its Business without the licences, permits and/or certificates as required by the Laws of Hong Kong notwithstanding the granting of the Permit by the Government Representative. The Permit Holder shall not provide any service or sell any commodities for which any licence, permit and/or certificate is so required by law without first obtaining such licences, permits and/or certificates. The Permit Holder shall ensure that those licences, permits and/or certificates shall remain in full force and effect as long as the Contract remains in force.

(d) Since it will necessarily take time for the relevant authorities to consider and decide on an application for the requisite licences, permits and/or certificates, the Permit Holder agrees and accepts that there will be no abatement or reduction of the Monthly Permit Fee on the grounds

that the Permit Holder cannot operate the Business pending the consideration of its applications and issuance or renewal of the relevant licences, permits and/or certificates. For avoidance of doubt, the non-issuance of a relevant licence, permit and/or certificate by a relevant authority shall not constitute any grounds for the abatement of the Monthly Permit Fee.

(e) The Permit Holder shall observe and comply with the conditions of any licence, permit and/or certificate issued to it in relation to the performance of the Contract.

47. Applicability of Public Health and Municipal Services Ordinance (Cap. 132)

The Contract is subject to the provisions of the Public Health and Municipal Services Ordinance, and of all regulations made thereunder, which may be applicable to the Venue, the Permit Area and the Business. For activities relevant to licensing requirements regulated by the Director of Food and Environmental Hygiene, the Permit Holder should visit the Food and Environmental Hygiene Department's website at the following link –

http://www.fehd.gov.hk/english/licensing/Guide_on_Types_of_Licences_Required.html

48. Compliance with Law and Government Requirements

The Permit Holder shall observe and comply with all applicable laws of the Hong Kong and requirements or regulations imposed from time to time by the relevant authorities in connection with the performance of its obligations under the Contract.

49. Notices

(a) Each notice, demand, invoice, correspondence or other communication given or made under the Contract by a party shall be in writing and delivered or sent to the other party at its postal address, facsimile number set out in the Articles of Agreement (or such other postal address, facsimile number as the addressee has by not less than seven (7) working days' prior written notice specified to the other party).

(b) Such notices, demands, invoices, correspondence or other communications shall be addressed as provided in Clause 49(a) and, if so addressed, shall be deemed to have been duly given or made as follows:

(i) if sent by personal delivery during normal business hours on a working day, upon delivery at the address of the relevant party;

(ii) if sent by post, four (4) days (for any place in Hong Kong) and seven (7) days (for any place outside Hong Kong) after the date of posting; and

(iii) if sent by facsimile during normal business hours on a working day, when despatched with confirmed receipt as evidenced by the transmission report generated at the end of the transmission of such facsimile by the facsimile machine used for such transmission.

50. Waiver of Remedies

(a) Time shall be of the essence of the Contract. No forbearance, delay or indulgence by either party in enforcing the provisions of the Contract shall prejudice or restrict the rights of that party. Nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for either party is exclusive of any other right, power or remedy available to the party and each such right, power, or remedy shall be cumulative.

(b) Acceptance of any payment by the Government Representative shall not be deemed to operate as a waiver by the Government of any right to proceed against the Permit Holder in respect of any breach, non-observance or non-performance by the Permit Holder of any of the terms and conditions of this Contract on the Permit Holder's part to be observed and performed.

51. Severability

(a) In the event that any provisions of the Contract or any part of any such provisions shall at any time be adjudged to be invalid, unlawful, illegal or otherwise howsoever unenforceable under any applicable laws of the Hong Kong, such provisions or such part of such provisions, as the case may be, but only to the extent required by such laws, shall be severed from the Contract and rendered ineffective so far as possible without modifying the remaining provisions hereof.

(b) If at any time any one or more provisions hereof shall be adjudged to be invalid or illegal in any respect under any applicable laws of the Hong Kong, the validity, legality or enforceability of the remaining provisions hereof shall not in any way be thereby impaired or affected.

(c) Where, however, the provisions or any such applicable laws of the Hong Kong may be waived, they are hereby waived by the parties hereto to the full extent permitted by such laws to the end that the Contract shall be valid, binding and enforceable in accordance with its terms and conditions.

52. Relationship of the Parties

(a) The Permit Holder enters into the Contract with the Government as an independent contractor only and nothing in the Contract shall be construed as in any way constituting a contract of employment, a relationship of agency or partnership, a relationship of landlord and tenant, or a joint venture between the parties.

(b) Neither party shall without the prior approval in writing of the other commit that other party to any obligation other than those prescribed in the Contract. Unless otherwise expressly provided for in the Contract, neither party is authorised to act in the name of, or on behalf of, or otherwise bind the other party.

53. Mediation

(a) The parties hereto agree that any dispute or claim arising out of or in connection with this Contract (‘**the Dispute’**) shall be referred to mediation prior to commencement of litigation. In default of Agreement, the Dispute shall be referred to mediation at the Hong Kong International Arbitration Centre in accordance with its Mediation Rules. In case the Dispute cannot be resolved by mediation, the Dispute shall be referred to, and finally settled by, arbitration in accordance with and subject to the provisions of the Arbitration Ordinance (Cap. 609).

(b) The Permit Holder shall be obligated to carry on the Business in accordance with the Contract irrespective of a notice of mediation or arbitration having been served by either party or whether mediation or arbitration is in progress.

54. Assignment and Sub-Contracting

(a) The Permit Holder shall not, without the prior written consent of the Government, assign, transfer, sub contract or otherwise dispose of any of its interests, rights, benefits or obligations under the Contract. The performance of the Contract by the Contractor shall be personal to it. Any person purportedly appointed by the Contractor as agent shall be treated as sub-contractors for the purpose of this Clause 54 and for the whole of the Contract.

(b) Acceptance of the quotation does not signify the Government’s acceptance of any sub-contracting proposal set out in the quotation. The Government reserves the power to disapprove any proposed sub-contracting proposal under Clause 54(a) above.

(c) The Government may impose conditions either to be complied with by the Contractor and/or

any proposed sub-contractors before giving any approval under Clause 54(a) above including without limitation, if not already done so, the execution of a sub-contractor's undertaking by the proposed sub-contractor in favour of the Government in such form and substance to be prescribed by the Government. Where the Government requests the same, a certified copy of the sub-contract shall also be deposited with the Government within seven (7) days upon such request.

(d) The Permit Holder must remain fully liable and shall not be relieved from any of its obligations hereunder (a) by entering into any sub-contract for the performance of any part of the Contract; and (b) (where applicable) by a sub-contractor giving a sub-contractor's undertaking in favour of the Government. The Permit Holder shall be responsible for all acts, defaults, omissions and neglect of any of its officers, employees, agents, sub-contractors (at whatever level), and employees and agents of any such sub-contractor as if they were its own.

55. Entire Agreement

(a) The Contract constitutes the whole agreement between the parties thereto and supersedes any previous agreements or arrangements between them relating to the subject matter hereof. The Contractor acknowledges that in entering into the Contract, it has not relied on any statements, warranties or representations given or made by the Government.

(b) All of the provisions of the Contract shall remain in full force and effect notwithstanding the completion of the conducting of the Business under the Contract (except insofar as those obligations which have been fully performed).

56. Variations

No addition to or modification of any provision of the Contract shall be binding upon the parties unless made by a written instrument signed by a duly authorised representative of each of the parties.

57. Contracts (Right of Third Parties) Ordinance

The parties hereby declare that nothing in this Contract confers or purports to confer on any third party any benefit or any right to enforce any term of this Contract pursuant to the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong).

58. United Nations Convention on Contracts for the International Sale of Goods not applicable

The parties hereby agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

Part 4 - CONTRACT SCHEDULES

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CONTRACT SCHEDULE 1

Monthly Permit Fee

Business	Monthly Permit Fee (in Hong Kong Dollars) #
General shop and/or General service which do not include restaurant business such as canteen, coffee shop, food court, etc but can sell light refreshment (refer to Contract Schedule 2)	HK$_____(in figures)

#Notes: The Service Provider should read carefully Clause 11 of the Terms of Quotation (Supplement) and Clause 6 of the Special Conditions of Contract.

Name of Service Provider/
Authorised Representative* : _____

Signature of Service Provider or
Authorised Representative* : _____
(with Service Provider's stamp, if applicable)

Date : _____

** Delete as appropriate*

Assessment

Normally, the quotation with the highest monthly permit fee will be recommended for the award of the Contract subject to the requirement that the Government is satisfied that the recommended quotation is fully (including technically, commercially and financially) capable of undertaking the Contract, and that the recommended quotation is the most advantageous to the Government in accordance with the quotation provisions.

In addition, the Kwai Tsing District Office may, at its absolute discretion, determine whether the proposed services and/or items to be sold in the kiosks are appropriate to be operated in LLVP and reserve the disqualifying right. One of the critical elements of appropriateness refers to the expected capacity in increasing manflow of LLVP.

CONTRACT SCHEDULE 1A

Statement of Compliance

[Please refer to Clause 41 of Terms of Quotation (Supplement).]

☐ * (i) I / We confirm that my / our offer does **comply fully** with the terms and conditions and Service Specifications stipulated in Quotation Document.

☐ * (ii) I / We confirm that my / our offer **does not comply** with the terms and conditions and Service Specifications in the following aspects:

_____

_____

Note: * Please tick ✓ in the box where appropriate.

Name of Service Provider : _____ Date : _____

Name of Authorized Representative : _____

Signature of Service Provider Or
Authorized Representative* : _____
(with firm/company chop)

* *Delete as appropriate*

CONTRACT SCHEDULE 2

List of Food Recommended for Sale at the Kiosks
(for light refreshment business only, if applicable)

1. Description of Food for sale

(a) Pre-packed soft drinks
(b) Tea, coffee, cocoa, any non-alcoholic drink or beverage made by adding water to prepared liquid or powder
(c) Ice cream and other frozen confections (The sale and/or manufacture of which is subject to the grant to the Permit Holder of an appropriate licence from the Food and Environmental Hygiene Department)
(d) Reheating of pre-cooked food
(e) Pre-packed distilled and mineral water
(f) Cakes
(g) Pastries
(h) Preserved foodstuffs
(i) Bread and biscuits
(j) Sweets

(From licensed food factories or other lawful sources and in original wrappers)

(k) Uncut fruit
(l) Hot and cold drinks
(m) Snacks (e.g. sandwiches, fishballs, noodles, etc.)

(The sale of these items is subject to the grant to the Permit Holder of an appropriate licence from the Food and Environmental Hygiene Department and is only permitted in the part of the Permit Area which meets the licensing requirements)

The sale and/or manufacture of the above food is subject to the grant to the Permit Holder of an appropriate licence from the Food and Environmental Hygiene Department

Notes:
(i) All items for sale and their respective prices shall be prominently displayed in the Permit Area.
(ii) A Service Provider may offer with the prior written consent of the Government Representative for sale any commodity, which is compatible with categories mentioned in (1) with the licensing requirement relating to the Light Refreshment Business.
(iii) It is not the intention of the Government Representative to exercise control over prices of commodities for sale at the Permit Area.
(iv) Sale of tobacco or alcoholic drink is prohibited in the Permit Area.

CONTRACT SCHEDULE 2A

Proposed Services and/or Items to be sold at the Kiosks

(This list can be written in English, Chinese or both.)

The services and/or items in the proposed list should be aiming to increase manflow of the Lantau Link Viewing Platform. Please refer to **Clause 11.1 (c) and 11.1 (i)** of **Special Conditions of Contract**.

Item	Description

(Please attach drawing, photo of the items, proposal of the services and working hours.)

Name of Service Provider : _____ Date : _____

Name of Authorized Representative : _____

Signature of Service Provider Or
Authorized Representative* : _____

(with firm/company chop)

* *Delete as appropriate*

CONTRACT SCHEDULE 3

Information of the Service Provider

1. The Service Provider is required to provide the information required below.

(A) If the Service Provider is a Sole Proprietor or an individual proposing to be registered as a sole proprietorship with the Business Registration Office -

(a) Name of Service Provider: (in English) _____
(in Chinese) _____

(b) Hong Kong Identity Card Number: _____

(c) Residential Address:

_____

_____

(d) Telephone Number: _____

(e) Facsimile Number: _____

(f) Business Registration Certificate Number of the business being operated (if any): _____

(g) Expiry Date of Business Registration Certificate (if applicable) : _____

(h) Name of Bank and Branch dealing with the business being operated:

_____

(i) Address of Branch:

_____

(j) Bank Account Number: _____

(k) I submit this quotation with details as shown above.

(B) **<u>If the Service Provider is a Firm</u>** – (if the Service Provider is a body corporate, please strike out (B) and go to (C).)

(a) Name of the Firm: (in English) _____

(in Chinese) _____

(b) Address of the Firm: _____

_____

(c) Telephone Number: _____ Facsimile Number: _____

(d) Business Registration Certificate Number of the business being operated: _____

(e) Expiry Date of Business Registration Certificate: _____

(f) Name of Bank and Branch dealing with the business being operated:

_____

(g) Address of Branch:

_____

(h) Bank Account Number: _____

(i) Names of all Partners in BLOCK letters :

_____

(j) Residential Address(es) of Partners (in above order):

_____

_____

(k) I myself am a partner of the said firm and am duly authorised to bind the said firm and all its partners by my signature in the name of the firm.

(C) **<u>If the Service Provider is a Body Corporate</u>** –

(a) Name of the Body Corporate: (in English) _____

(in Chinese) _____

If a Subsidiary, Name of Parent Company:

(in English) _____

(in Chinese) _____

(b) Address of Registered Office:

_____

_____

(c) Telephone Number: _____ Facsimile Number: _____

(d) Certificate of Incorporation Number of the Company:

_____

(e) Limited or Unlimited Liability: _____

(f) Year of Establishment: _____

(g) Business Registration Certificate number of the business being operated: _____

(h) Expiry Date of Business Registration Certificate: _____

(i) Name (in BLOCK letters) and Residential Address of the Managing Director:

_____

(j) Name (in BLOCK letters) and Residential Address of the Company Secretary:

_____

(k) Name of Bank and Branch dealing with the business being operated:

_____

(l) Address of Branch:

_____

(m) Bank Account Number: _____

All Service Providers, regardless of their legal status, shall provide the information in parts (D), (E), (F) (G) and (H) below:

(D) Proposed investment –

_____

(E) Proposed number of staff to be employed for operating the Business bidding for -

_____

(F) Confirmation required under Clause 33(b) of the Terms of Quotation (Supplement).

I/We confirm that none of the events as mentioned in Clause 33(b)(ii) to 33(b)(iv) of the Terms of Quotation (Supplement) has ever occurred within the applicable period as mentioned in therein#; OR

I/We hereby provide the details as required in any of Clause 33(b)(i) to 33(b)(iv) where applicable.#

#Delete where inapplicable

(G) Other information –

_____

2. In the event of any queries relating to my/our offer, please contact -

Name: _____Telephone Number:_____

Name(s) and address(es) of Service Provider and Authorised Representative signing this document:

_____

_____

Telephone Number: _____

Signature of Service Provider
or Authorised Representative*: _____
(with Service Provider's chop, if applicable)

Dated this _____ day of _____

Notes: (i) All the particulars required above shall be accurately completed and the supply of any untruthful particulars or wilful omission may lead to rejection of this quotation.

(ii) Any alternatives, which are not applicable, should be struck out.

(iii) The Service Provider is requested to read carefully each and every part of the Quotation Documents.

(iv) The information provided will be used solely for processing of this quotation exercise.

#Delete where inapplicable

CONTRACT SCHEDULE 4

Form of Security Deposit Election

A Service Provider is required to provide the information required below:

I/ We select to furnish the Security Deposit by *cash, cheque or cashier's order/ bank guarantee.

Signature of Service Provider
or Authorised Representative*: _____
(with Service Provider's chop, if applicable)

Dated this: _____ day of _____

* Delete as appropriate

CONTRACT SCHEDULE 5

Information of the Permit Area

1. Gross Floor Area and Location of the Permit Area

Indoor Area:	Combined gross floor area of approximately 250 square metres (212.7 m^2 for Area A and 37.6 m^2 for Area B) as delineated and shown edged red in **Annex C**.
Areas of Outdoor Seating Accommodation:	A gross floor area of approximately 280 square metres as delineated and shaded green in **Annex C**.

As stated in **Clause 33.1 (b)** of **Special Conditions of Contract**, the Contractor will only have exclusive use of Area A and Area B.

2. Toilet Provision at Permit Area

Male Toilet	:	1 urinal
		1 water closet
		1 wash basin
Female Toilet	:	1 water closet
		1 wash basin

3. Provisions given by the Government for the Permit Area are shown on **Contract Schedule 7**.

Note: The attached plans are approximate and for the purpose of identification only. The figures as to the respective areas of the Permit Area referred to in this Schedule are approximates and subject to final measurement. The layout of the Permit Area in the attached plans is also approximate.

CONTRACT SCHEDULE 6

Technical Schedule

1. Shop Front and Doors

1.1 19mm toughened glass panel fixed at top and bottom with butt joint and sealant between panels are used for shop front of the Permit Area. Glass doors are 2200mm high including 100mm bottom rails. They are fixed with stainless steel "Dorma" hinges at top and bottom with concealed door locks.

1.2 No fixing on the glass panels and structural frames will be permitted.

2. Ceiling

False ceiling is provided in the Indoor Area of the Permit Area. The Contractor shall be responsible for any alternation works and getting the approval from the Fire Services Department and/or the Government Representative.

3. Floor and Walls

3.1 Tiled floor is used for the flooring in the Kiosks while recycled plastic wooden floor is used for the outdoor area of the Permit Area. No fixing, drilling and cutting of the flooring will be allowed without the prior approval of the Government Representative. Raised flooring is permissible but it must be removed at the end of the Permit Period or sooner termination of the Agreement.

3.2 No coating or painting on the glass panels is allowed.

3.3 The permitted superimposed loading on the floor of the Café is 5 kiloNewton per meter square.

4. Electricity Supply

4.1 A 250 Amp three-phase power supply will be available for the Area A of Permit Area, a 80 Amp three-phase power supply will be available for the Area B of Permit Area. The Contractor will be responsible for payment of energy charge and tariff imposed by the utility company arising from consumption of electricity in the Permit Area. The Contractor will reimburse the expense to the Government Representative in accordance with the **Special Conditions of Contract**.

4.2 The Contractor must engage Registered Electrical Contractor under the Electricity Ordinance (Cap. 406) to make necessary electrical connection and submission of documents for comment and retention and shall be responsible for all costs involved. Alteration works must be removed at the end of the Permit Period or sooner termination of the Agreement.

4.3 The Permit Area must be lit in such a way that other building users will not be adversely affected by any glare or reflection.

4.4 The Contractor must take down all alteration works and reinstate the original lighting fittings provided by the Government Representative at the Permit Area at the end of the Permit Period or sooner termination of the Agreement.

5. Water Supply

Separate meter for fresh water supply to the Indoor Area of the Permit Area is provided in the main meter in the LLVP. Accordingly, the Contractor is required to apply to the Water Authority for change of consumership. Any alteration work for operational needs shall be approved by the Water Authority with the prior permission of the Government Representative. The Contractor must engage a licensed plumber under the Waterworks Ordinance (Cap. 102 of Laws of Hong Kong) to prepare submission, obtain approval and proceed with such works.

6. Drainage

The Contractor is responsible for submission to the Licensing Section of the Food and Environmental Hygiene Department for approval of the installation of floor drain and grease traps if these are required to suit the layout of the food preparation area in the Permit Area. He should also obtain prior approval of the Government Representative to make any alteration of the existing drainage system in the Permit Area notwithstanding that approval from the Food and Environmental Hygiene Department is obtained. All alteration works including but not limited to raised flooring and surface channel shall be removed at the end of the Permit Period or sooner termination of the Agreement.

7. Air-conditioning System

Variable Refrigerant Volume (VRV) type air-conditioning in Area A and window type air-conditioners in Area B have been installed in the Indoor Area of the Permit Area. The Contractor is responsible, at his own cost, for the installation of an independent system if additional cooling is required subject to the prior approval from the Government Represent. Also the Contractor shall maintain and reinstate the existing air-conditioning system back to the original state at the end of the Permit Period or sooner termination of the Agreement.

8. Fire Services Installations

If addition and alteration to the existing FS layout is required, the new pipes must be fed from the existing FS system in the Permit Area at the cost of the Contractor. The Contractor shall be responsible for any checking of the Fire Services Installation in the Permit Area which is mandatory under the law.

9. Signage

All signage shall not be erected without prior approval from the Government Representative. External signage in not allowed except for the title signboards at the designated locations delineated at **Annex E**. Any electrical works required for installation of the signage shall be carried out by Licensed Electrical Contractor. No moving signs or flashing lights will be permitted.

10. Toilet Provision

No alteration on the number of sanitary fittings for the Permit Area as stipulated in **Clause 2** of **Contract Schedule 5** is allowed. No alteration works of the lavatory provisions for the Permit Area is allowed.

11. Design Manual - Barrier Free Access 2008

The Contractor is required to meet the standard of the Design Manual - Barrier Free Access 2008 and to take reasonably practicable measures to fulfil Government's objective to provide barrier free environment for persons with disabilities. The facilities provided by the Government for this objective include but not limited to service counter and tactile guide path. These items should not be modified by the Contractor without the prior approval in writing by the Government Representative.

12. Modification or improvement work initiated by the Government Representative

Notwithstanding the liability of the Contractor to keep, maintain and repair the premises, property, machinery and equipment provided by the Government Representative as stated in **Clause 32** of **Special Conditions of Contract**, the Government reserves the right to change to another type of materials or replace any facility or appliance by a different item in the Permit Area if this is considered justifiable for better management of the facilities of the LLVP as a whole. If any such work initiated by the Government Representative results in suspension of Business, the provision of **Clauses 7** and **20** of **Special Conditions of Contract** will apply. The Contractor's obligation will continue after completion of the work except during the warranty period, if any.

13. Fitting-out Methods

13.1 The fitting-out works by the Contractor or by any party acting on his behalf must be carried out in such a way that the public and other users of the LLVP are protected from excessive risks, noise and dirt.

13.2 The works area is to be completely sealed off from the remaining area of the LLVP by full height hoarding or sheeting to prevent the egress of dust and dirt.

13.3 Before any at least one week in advance welding work is carried out, the Government Representative must be informed at least one week in advance. Temporary covers must be applied to the smoke detectors to prevent activating the Fire Alarm system unnecessarily.

13.4 All building debris and rubbish must be regularly carted away from the LLVP and as directed by the Government Representative.

14. Working Hours for fitting-out

14.1 The noise level of the fitting-out works emitted should be acceptable to the Director of Environmental Protection. Besides, the works will not be permitted at the following hours:

Monday to Saturday	7:00 pm to 8:00 am
Public Holiday and Sunday	All day

The date and time for carrying out the works should comply with all the statutory requirements in force at the time of works, including but not limited to the legislation on noise control.

14.2 The Government Representative shall reserve its right to halt any fitting-out works undertaken by the Contractor at any time during the period of the fitting-out works if such works are deemed to have impaired or interrupted the operation or use of the LLVP or the activities of the users of the LLVP.

14.3 During the period of the fitting-out works, the Contractor shall keep a register of daily attendance of all the workers working on site for periodic inspection by the Government Representative.

CONTRACT SCHEDULE 7

Government's Provisions Made Available to the Contractor at the Permit Area

Item	Description	Quantity
(1)	160 Amp 3-phase power supply at Area A as delineated and shown edged red in Annex C	1
(2)	80 Amp 3-phase power supply at Area B as delineated and shown edged red in Annex C	1
(3)	Fire Hose Reel and Break Glass provision for Fire Services Installation	2
(4)	Variable Refrigerant Volume (VRV) type air-conditioning system at Area A as delineated and shown edged red in Annex C	1
(5)	Window type air-conditioner (Rated at 22,000BTU/h approx.) at Area B as delineated and shown edged red in Annex C	2
(6)	Sink and cupboard	1
(7)	Lighting	1 lot
(8)	Accessible Counter	2

CONTRACT SCHEDULE 8

The Non-collusive Quotation Certificate

To: the Government

Dear Sir/ Madam,

1. I/We, (name of the Service Provider) _____of (address(es) of the Service Provider(s)) _____ refer to the Government's invitation to quotation for the Contract ("Invitation to Quotation") and my/our Quotation in response to the Invitation to Quotation.

Non-collusion

2. I/We represent and warrant that in relation to the Invitation to Quotation:

(a) My/Our Quotation was prepared genuinely, independently and made with the intention to accept the Contract if awarded;

(b) My/Our Quotation was not prepared with any agreement, arrangement, communication, understanding, promise or undertaking with any person (including any other Service Provider or competitor) regarding:

i) prices;

ii) methods, factors or formulas used to calculate prices;

iii) an intention or decision to submit, or not submit, any Quotation;

iv) an intention or decision to withdraw any Quotation;

v) the submission of any Quotation that does not conform with the requirements of the Invitation to Quotation;

vi) the quality, quantity, specifications or delivery particulars of the products or services to

which the Invitation to Quotation relates; and

vii) the terms of my/our Quotation,

and I/we undertake that I/we will not, whether before or after the award of the Contract, enter into or engage in any of the foregoing.

3. Paragraph 2(b) of this certificate shall not apply to agreements, arrangements, communications, understandings, promises or undertakings with:

(a) the Government;

(b) a joint venture partner with which I/we have submitted my/our Quotation, and such joint venture arrangement has already been notified to the Government in my/our Quotation;

(c) my/our consultants or sub-contractors, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular consultancy arrangement or sub-contract;

(d) my/our professional advisers, provided that the communications are held in strict confidence and limited to the information required for the adviser to render their professional advice in relation to my/our Quotation;

(e) insurers or brokers for the purpose of obtaining an insurance quote, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular insurance arrangement;

(f) banks for the purpose of obtaining financing for the Contract, provided that the communications are held in strict confidence and limited to the information required to facilitate that financing; and

(g) any person other than the Government, provided that the Government has given prior written consent.

Disclosure of subcontracting

4. Without prejudice to other requirements set out in the Quotation Documents concerning sub-contracting arrangement, in particular, the requirement to seek the Government's prior written

approval before sub-contracting, I/We understand that I/we are required to disclose all proposed sub-contracting arrangements for the Contract to the Government in my/our Quotation, including those which will be entered into after the Contract is awarded. I/We warrant that I/we have duly disclosed and will continue to disclose such arrangements to the Government.

Consequences of breach or non-compliance

5. I/We understand that in the event of any breach or non-compliance with any representations, warranties and/or undertakings in this certificate or in Clause 7(a) of the Terms of Quotation (Supplement), the Government may exercise any of the rights under Clauses 7(c) to 7(e) of the Terms of Quotation (Supplement)in addition to and without prejudice to any other rights or remedies available to it against me/us.

6. Under the Competition Ordinance (Chapter 619 of the Laws of Hong Kong), bid-rigging is serious anti-competitive conduct. I/We understand that the Government may, at its discretion, report all suspected instances of bid-rigging to the Competition Commission (the "Commission") and provide the Commission with any relevant information, including but not limited to information on my/our Quotation and my/our personal information.

Signed by the Service Provider /
Signed by an authorised signatory for
and on behalf of the Service Provider : _____

Name of the authorised signatory
(where applicable) : _____

Title of the authorised signatory
(where applicable) : _____

Date : _____

CONTRACT SCHEDULE 9

Form of Bank Guarantee for the Performance of a Contract

THIS GUARANTEE is made on the ..... day of ……202…….

By.....…

of ……....., a bank within the meaning of the Banking Ordinance (Chapter 155 of the Laws of Hong Kong) (hereinafter called the "Guarantor")

In favour of

The Government of the Hong Kong Special Administrative Region (hereinafter called the "Government") of the other part.

WHEREAS

(A) By a contract (hereinafter called the "Contract") dated the [Day] of [Month] 202 made between <<Contractor Name>> of <<Contractor-Address>> (hereinafter called the "Contractor") of the one part and the Government of the other part (designated as Quotation Ref.: K&TDO Q3/2026), the Contractor agreed and undertook to operate the Business at Lantau Link Viewing Platform, Tsing Yi upon the terms and conditions of the Contract.

(B) The Guarantor has agreed to guarantee in the manner and on the terms and conditions hereinafter appearing, the due and faithful performance of the Contract by the Contractor.

Now this Guarantee as a deed witnesses as follows:

(1) Where applicable, words and expressions used in this Guarantee shall have the meaning assigned to them under the Contract.

(2) In consideration of the Government's acceptance of the bank named herein as the Guarantor under this Guarantee:

(a) The Guarantor hereby irrevocably and unconditionally guarantees, as a primary obligor and as a continuing obligation, the due and punctual performance and discharge by the Contractor of all of his, her and their obligations and liabilities under the Contract and the Guarantor shall pay to the Government on demand and without cavil or argument all

monies and discharge all liabilities which are now or at any time hereafter shall become due or owing by the Contractor to or in favour of the Government under or in connection with the Contract together with all costs, charges and expenses on a full indemnity basis which may be incurred by the Government by reason or in consequence of any default on the part of the Contractor in performing or observing any of the obligations, terms, conditions, stipulations or provisions of the Contract, notwithstanding any dispute between the Contractor and the Government or any other person.

(b) The Guarantor, as a primary obligor and as a separate, continuing and independent obligation and liability from its obligations and liabilities under sub-clause (a) above, irrevocably and unconditionally agrees to indemnify and keep indemnified the Government against and shall pay to the Government on demand and without cavil or argument all losses, damages, costs, charges and expenses on a full indemnity basis suffered or incurred by the Government arising from or in connection with the failure of the Contractor to perform fully or promptly any of his, her or their obligations, terms or conditions, stipulations or provisions of the Contract.

(c) The Government may place and keep any monies received by virtue of this Guarantee (whether before or after the insolvency or liquidation of the Guarantor or the Contractor) to the credit of a suspense account for so long as the Government may think fit in order to preserve the rights of the Government to sue or prove for the whole amount of its claims against the Guarantor, the Contractor or any other person.

(3) This Guarantee shall not be affected by any change of name or status in the company, firm or individual described as "the Contractor" or where "the Contractor" is a partnership, any change in the partners or in its constitution.

(4) The Guarantor shall not be discharged or released from this Guarantee by any arrangement made between the Government and the Contractor or by any alteration in the obligations imposed upon the Contractor by the Contract or by any waiver or forbearance granted by the Government to the Contractor as to payment, time, performance or otherwise whether or not such arrangement, alteration, waiver or forbearance may have been or is made or granted with or without knowledge or assent of the Guarantor.

(5) Without prejudice to Clause 4 above, the obligations of the Guarantor under this Guarantee shall remain in full force and effect and shall not be affected or discharged in any way by, and the Guarantor hereby waives notice of or assents to:

(a) any suspension, termination, amendment, variation, novation or supplement of or to the Contract from time to time (including without limitation extension of time for performance);

(b) any provision of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;

(c) the termination of the Contract or of the engagement of the Contractor under the Contract for any reason;

(d) any forbearance, variation, extension, discharge, compromise, dealing with exchange, waiver or renewal in respect of any right of action or remedy that the Government may have, now or after the day of this Guarantee, against the Contractor and/or the negligence, failure, omission, indulgence or delay by the Government in enforcing any right, power, privilege to or remedy available to the Government in relation to the obligations of the Contractor set out in the Contract;

(e) the voluntary or involuntary liquidation, bankruptcy, dissolution, sale of assets, receivership, general assignment for benefit of creditors, insolvency, reorganisation arrangement, composition, or other proceedings of or affecting the Contractor or its assets, or any change in the constitution of the Contractor;

(f) any assignment, novation or sub-contracting by the Contractor of any or all of its obligations set out in the Contract;

(g) without prejudice to the generality of the foregoing, any fact or event (whether similar to any of the foregoing or not) which in the absence of this provision would or might constitute or afford a legal or equitable discharge or release of or defence to the Guarantor, other than the express release of its obligations.

(6) This Guarantee shall extend to any variation, novation of or amendment to the Contract and to any agreement supplemental thereto agreed between the Government and the Contractor and for the avoidance of doubt, the Guarantor hereby authorises the Government and the Contractor to make any such amendment, variation, novation or supplemental agreement without its notice or assent.

(7) This Guarantee shall have immediate effect upon execution and is a continuing security. This Guarantee shall cover all of the obligations and liabilities of the Contractor under the Contract and shall remain in full force and effect and irrevocable until:

(a) the end of three (3) months from the date of early termination or expiry of the Contract Period; or

(b) if at the time of expiry or early termination of the Contract Period, there is any outstanding right or claim of the Government, or any outstanding obligation or liability of the Contractor, whether under or arising from or in relation to the Contract, the date on which all such rights and obligations, and claims and liabilities have actually been carried out, completed and discharged (as confirmed by the Government in writing),

whichever is applicable.

(8) This Guarantee is in addition to and shall not merge with or otherwise prejudice or affect any contractual or other right or remedy or any guarantee, indemnity, lien, pledge, bill, note, charge or any other security which the Government may at any time hold (collectively "Other Security") and this Guarantee may be enforced by the Government without first having recourse to any of the Other Security or taking any steps or proceedings against the Contractor, and notwithstanding any release, waiver or invalidity of the Other Security.

(9) Any demand, notification or certificate given by the Government specifying amounts due and payable under or in connection with any of the provisions of this Guarantee shall be conclusive and binding on the Guarantor.

(10) The obligations expressed to be undertaken by the Guarantor under this Guarantee are those of primary obligor and not as a surety.

(11) This Guarantee shall be governed by and construed according to the laws for the time being in force in the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong") and the Guarantor agrees to refer any dispute or difference arising out of or in connection with this Guarantee to mediation in accordance with The Government of the Hong Kong Special Administrative Region Mediation Rules prevailing at the time. If the said dispute or difference is not settled by mediation, the Guarantor or the Government may institute litigation in respect of the said dispute or difference. The Guarantor agrees that the courts of Hong Kong shall have exclusive jurisdiction in respect of the said dispute or difference.

(12) All documents arising out of or in connection with this Guarantee shall be served:

(a) upon the Government, at the Kwai Tsing District Office of 10/F., Kwai Hing Government

Offices Building, 166-174 Hing Fong Road, Kwai Chung, New Territories, Hong Kong, marked for District Officer (Kwai Tsing) facsimile number (852) 2489 1083;

(b) upon the Guarantor, at _____, Hong Kong, marked for the attention of _____, facsimile number _____.

(13) Documents to be served under this Guarantee shall be deemed to have been duly served by one party if sent by letter or fax addressed to the other party at the address stated above or to the facsimile number set out above. The documents so served shall be effective (a) on the date of delivery if hand-delivered; (b) on the date of transmission if sent by facsimile; and (c) if despatched by mail (whether registered or not), on the day on which they are tendered for delivery by the postal authority in Hong Kong.

(14) The aggregate amount of the Guarantor's liability under this Guarantee shall not exceed_____.

(15) The Guarantor may only be amended by an instrument in writing signed by the Guarantor and the Government as represented by the Government Representative.

IN WITNESS whereof this Guarantee was executed as a deed and the said Guarantor ..... has caused its Common Seal/Seal to be hereunto affixed the day and year first above written.

* The [Common Seal/Seal*] of the said)
Guarantor was hereunto affixed and)
signed by .....)
.....)
[Name & Title])
duly authorised by its board of)
directors in the presence of:)
Name of witness:
Title of witness:
Signature of witness:

@ Signed Sealed and Delivered)
for and on behalf of and as)
lawful attorney of the Guarantor)
under power of attorney dated)
..... and deed of delegation)
dated .....)
by .....)
[Name & Title])

and in the presence of:)

Name of witness:
Title of Witness:
Signature of witness:

* Please delete as appropriate

@ See Powers of Attorney Ordinance (Chapter 31 of the Laws of Hong Kong)

Note: When bank guarantees are executed under power of attorney, a photocopy of the power of attorney, certified on each page by a Hong Kong solicitor that it is a true and complete copy of the original must be submitted.

Annex A

General Information of Lantau Link Viewing Platform

1. Lantau Link Viewing Platform (青嶼幹線觀景台) is situated at the north western corner of Tsing Yi (青衣) occupying an area of about 19,000m^2, an accessible floor area at about 4,456.3 m^2 It commands a magnificent panoramic view of Lantau Link (青嶼幹線) to the west and Ting Kau Bridge (汀九橋) to the north, and is a vantage point overlooking the Ma Wan Channel (馬灣海峽).

2. A location plan of Lantau Link Viewing Platform is at **Annex B**.

3. The facilities at the LLVP comprise an elevated platform and outdoor exhibits of components of Tsing Ma Bridge (青馬大橋) and Ting Kau Bridge as well as the Lantau Link Viewing Platform (青嶼幹線訪客中心). The LLVP is landscaped with vast amount of trees and shrubs, including various species of Bauhinia trees and Rhododendron to provide a pleasant and enjoyable environment. The Lantau Link Viewing Platform Public Toilet and an open-air carpark with metered parking spaces are available at the Tsing Ma Control Area opposite to the LLVP.

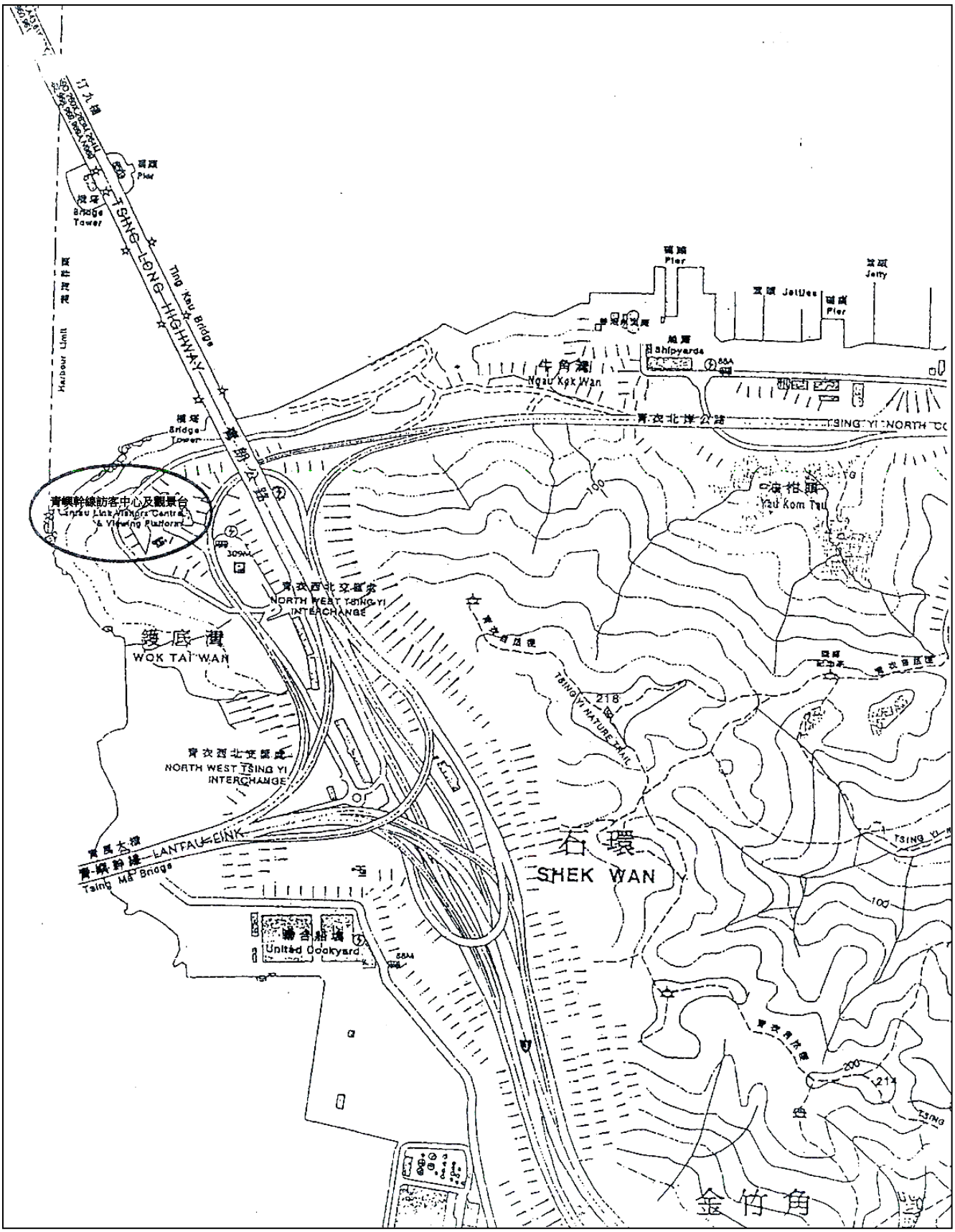
4. Other than by private cars, coaches and taxis, visitors can reach the LLVP by taking Green Minibus route No. 308M which plies between Tsing Yi Airport Railway Station and the Sea Crest Villa (浪翠園).

5. Since its opening in August 1997, the LLVP has become a popular scenic spot in Hong Kong, attracting thousands of visitors per month.

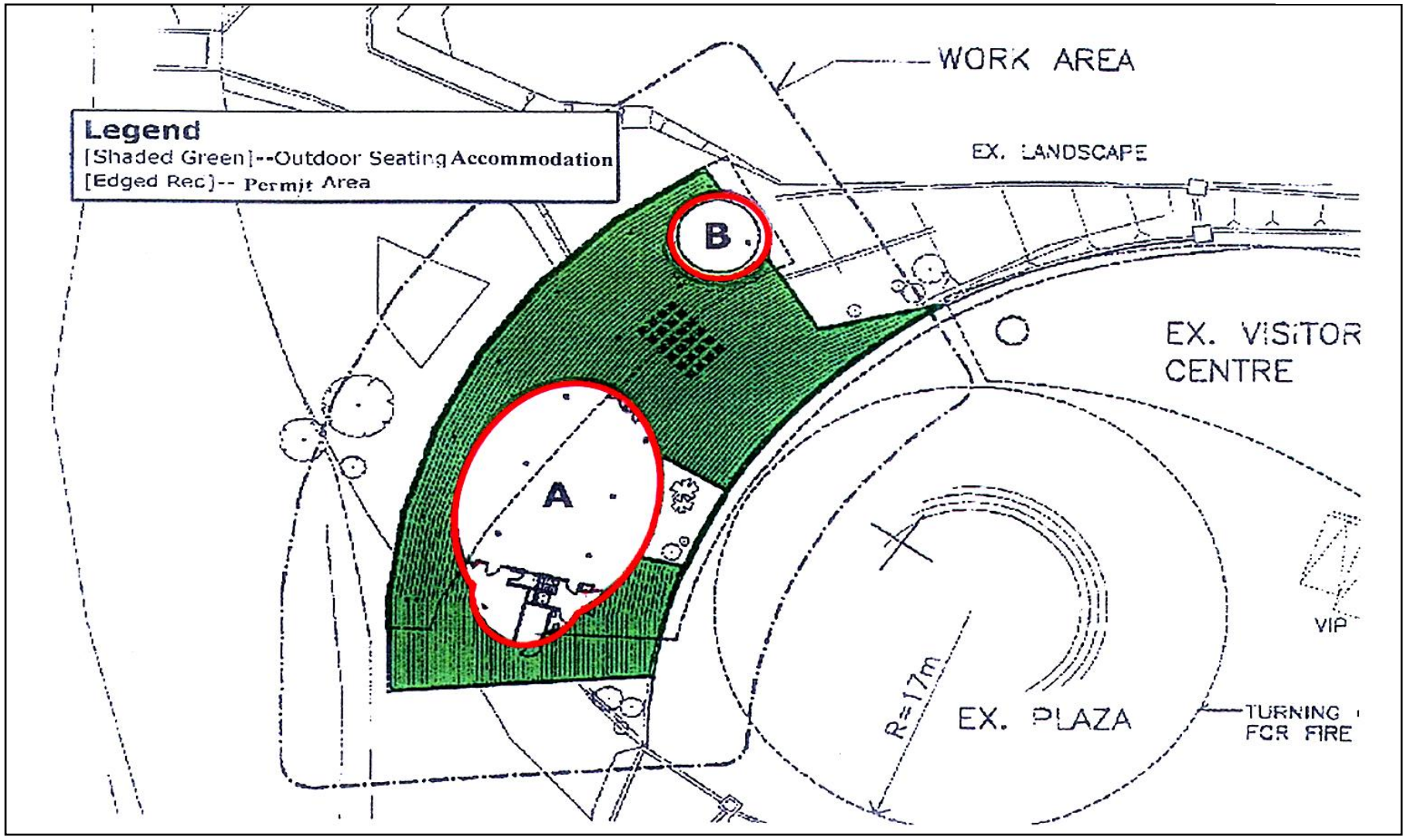
6. The two kiosks are built on a timber deck erected over a slope in the LLVP facing towards Ting Kau Bridge. A layout plan and sketch of the kiosks are at **Annex C and D**.

Annex B

Location Plan of Lantau Link Viewing Platform

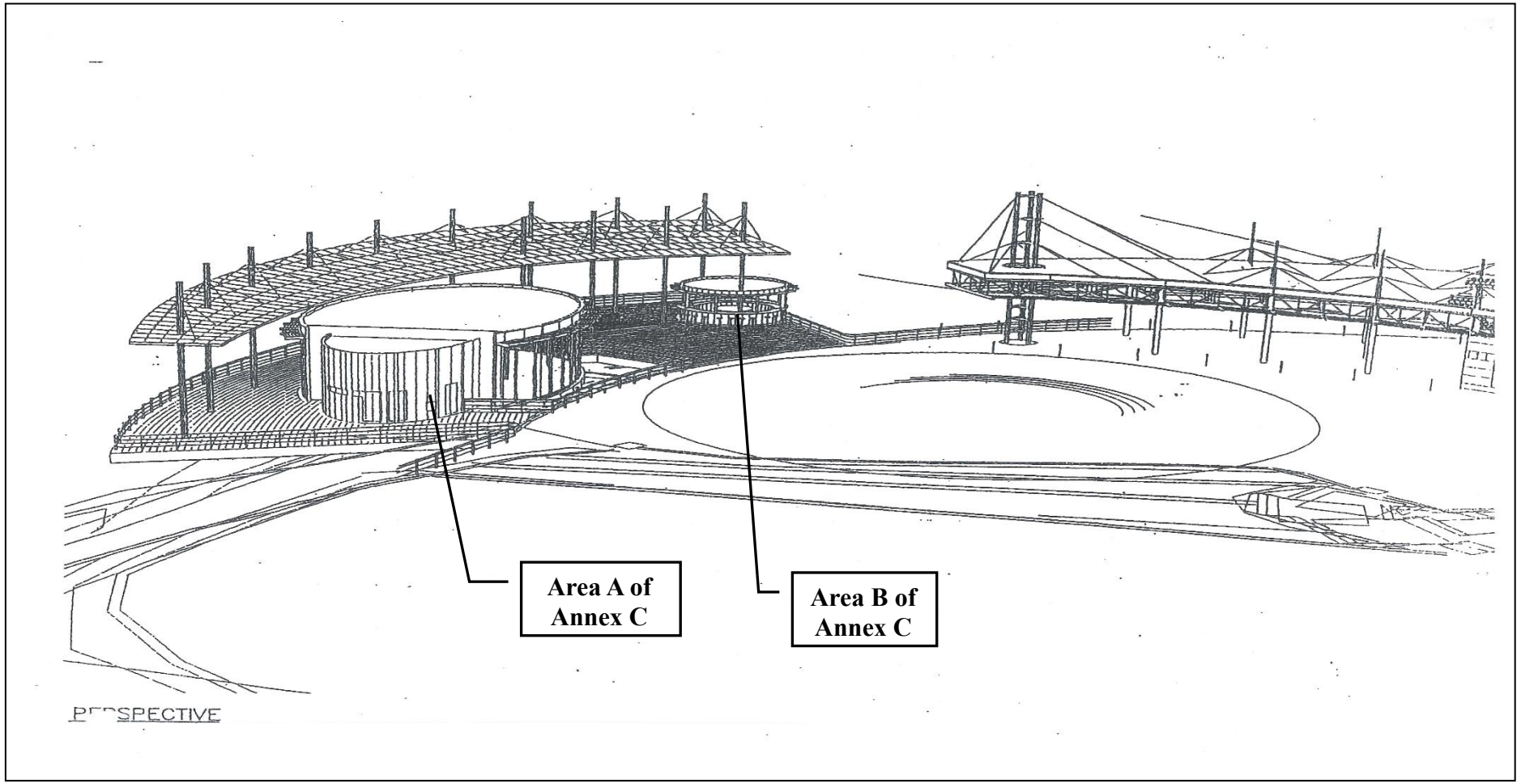


Annex C


WORK AREA
Legend
[Shaded Green]--Outdoor Seating Accommodation
[Edged Rec]-- Permit Area
EX. LANDSCAPE
B
EX. VISITOR CENTRE
A
VIP
R=17m
EX. PLAZA
TURNING FOR FIRE

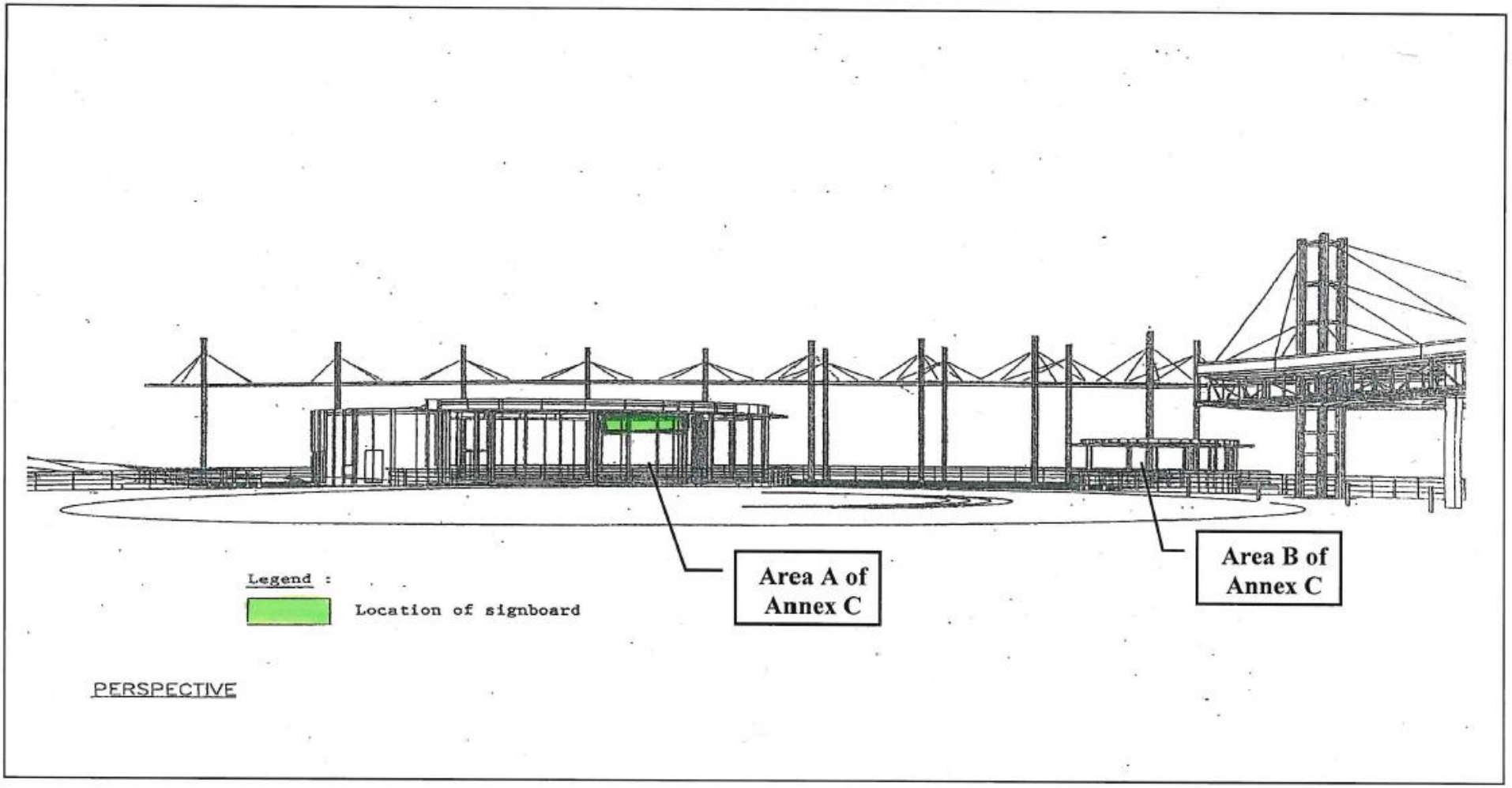
Annex D

Sketch of the Structures for the Indoor Area



Layout Plan of the Signboard

Annex E



Please refer to Clause 23 of Special Conditions of Contract.

ARTICLES OF AGREEMENT

THESE ARTICLES OF AGREEMENT are made on the _____ day of _____20___ BETWEEN THE DISTRICT OFFICIER (KWAI TSING) OF KWAI TSING DISTRICT OFFICE, HOME AFFAIRS DEPARTMENT whose office is situated at Kwai Tsing District Office, 10/F., Kwai Hing Government Offices Building, 166-174 Hing Fong Road, Kwai Chung, New Territories acting for and on behalf of THE GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION OF THE PEOPLE'S REPUBLIC OF CHINA (hereinafter referred to as "**Government**") of the one part, AND_____ (hereinafter referred to as "**Permit Holder**") of the other part.

WHEREAS:

(A) By an Invitation to Quotation (Quotation Ref.: K&TDO Q3/2026), the Government has invited quotations for the grant of a permit to conduct the Business at Lantau Link Viewing Platform.

(B) The Permit Holder's quotation for the Contract was accepted in principle by the Government by a notification of Conditional Acceptance of Quotation to the Permit Holder pursuant to Clause 15(b) of the Terms of Quotation (Supplement).

(C) The Permit Holder has apparently fulfilled all conditions specified in the notification of Conditional Acceptance of Quotation.

(D) Pursuant to Clause 15(c) of the Terms of Quotation (Supplement), the parties hereto enter into these Articles of Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. All terms and expressions defined in the Quotation Documents published by the Government in connection with the Invitation to Quotation have the same meanings when used herein (including the recitals).

2. The Contract between the Government and the Permit Holder is hereby constituted and shall comprise the following documents:
   (i) Articles of Agreement
   (ii) Quotation Form
   (iii) Interpretation (Supplement)
   (iv) Terms of Quotation (Supplement)
   (v) Special Conditions of Contract
   (vi) Contract Schedules 1-9 (in their original form as found in the Quotation Documents)
   (vii) Contract Schedules 1,1A 2A, 3-4, 8-9 (in the form as submitted by the Permit Holder as part of its quotation subject to any modifications as the parties may agree or as the Government may stipulate in exercise of its powers under the Quotation Documents)
   (viii) Annexes A to E

ARTICLES OF AGREEMENT

3. The Commencement Date of the Licence Period shall be:_____. The Contract shall only come into effect upon commencement of the Licence Period notwithstanding that these Articles of Agreement may be signed and dated earlier than the aforesaid Commencement Date.

4. For the purpose of Clause 49 of the Special Conditions of Contract, the address and facsimile number of each party are as follows:
Government:

Postal Address: _____

Facsimile Number: _____

Attention (Post Title): _____

Permit Holder:
Name of the Permit Holder: _____
Postal Address: _____

Facsimile Number: _____

Attention (Post Title): _____

IN WITNESS whereof the parties hereto have entered into these Articles of Agreement on the day and year first above written.

SIGNED BY THE PERMIT HOLDER / THE AUTHORISED REPRESENTATIVE for and on behalf of THE PERMIT HOLDER*) _____

Name of the Permit Holder/ the Authorised Representative:* _____
(with Permit Holder's chop, if applicable)

Title of the Permit Holder / the Authorised Representative*: _____

In the presence of:

Name of witness: _____

Title of witness: _____

Signature of witness: _____

ARTICLES OF AGREEMENT

SIGNED BY THE DISTRICT OFFICCIER (KWAI TSING) OF KWAI TSING DISTRICT OFFICE, HOME AFFIARS DEPARTMENT for and on behalf of **THE GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION**)
)
)

_____
Name

In the presence of:

Name of witness: _____

Title of witness: _____

Signature of witness: _____

**Delete as appropriate*