

TENDER FORM

THE GOVERNMENT OF
THE HONG KONG SPECIAL ADMINISTRATIVE REGION
LEISURE AND CULTURAL SERVICES DEPARTMENT

TENDER FOR
THE GRANT OF LICENCE TO OPERATE
THE LIGHT REFRESHMENT RESTAURANT
AT THE HONG KONG CENTRAL LIBRARY

(Tender Ref.: LC/CS/T/LRR/00/HKCL/2022)

LODGING OF TENDER

To be acceptable as a tender, this form, properly completed in triplicate and enclosed together with other documents of this tender as shown in Part I below, which must also be properly completed as required in triplicate, in a sealed plain envelope

marked “Tender for the Grant of Licence to Operate the Light Refreshment Restaurant at the Hong Kong Central Library” and addressed to the Chairman, Government Logistics Department Tender Opening Committee, must be deposited in the Government Logistics Department Tender Box situated at Ground Floor, North Point Government Offices, 333 Java Road, North Point, Hong Kong

before 12:00 noon (Hong Kong Time) on 14 September 2022. Late tenders will not be accepted.

Dated this 15 August 2022

Ms Marianne KWOK
Government Representative

Part I — Tender Documents

These documents under the tender reference LC/CS/T/LRR/00/HKCL/2022 consist of three (3) complete sets of :

- (a) Tender Form (Parts I to II);
- (b) Tender Labels;
- (c) Interpretation (Sheets 1 to 7);
- (d) Terms of Tender (Sheets 8 to 32);
- (e) Conditions of Contract (Sheets 33 to 82);
- (f) Contract Schedules (Sheets 83 to 118);
- (g) Form of Security Deposit Election (Sheet 119);
- (h) Form of Bank Guarantee for The Performance of A Contract (Sheets 120 to 124);
- (i) Non-collusive Tendering Certificate (Sheets 125 to 127);
- (j) Memorandum of Contract (Sheets 128 to 130); and
- (k) Annexes (Sheets 131 to 136)

Part II — Offer to be Bound

- 1. Having read the Tender Documents, I/we, the Tenderer mentioned below, agree to be bound by all of the terms and conditions as stipulated therein.
- 2. I/We, the Tenderer mentioned below, do agree to carry out all and any of the Business mentioned in the **Conditions of Contract** and pay the Monthly Licence Fee quoted by me/us in the **Contract Schedule 9**, subject to and in accordance with the terms and conditions stipulated in the Tender Documents.
- 3. I/We, the Tenderer mentioned below, have read **Paragraph 3 Tender Preparation** and **Paragraph 5 Two Envelopes System in Submission of Tender** of the **Terms of Tender** and certify that the particulars given by me/us in completing the Tender are true and correct.
- 4. I/We have read **Paragraph 38 Warranty against Collusion** of the **Terms of Tender**. I/We agree to be bound by the terms and conditions as stipulated therein.
- 5. In case the Tenderer is a company/firm, the Tenderer is required to complete 5(a) to 5(c). In case the Tenderer is not a company/firm, the Tenderer is required to strike out 5(a) to 5(c).

(a) I am/We are duly authorised to bind the said company hereafter mentioned by my/our signature(s).

— or —

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

(b) The name of the company/firm is

A letter certifying the person who signs this tender is an authorised person to sign contracts/agreements on behalf of the said company/firm is required to be attached to this Tender Form. In case the said company is a body corporate, a certified true copy of the company’s Board Minutes to show that the signatory is duly authorised by the Board of Directors is required to be attached to this Tender Form.

(c) The registered office of the company is situated at

.....

— or —

The names and residential addresses of partners of the firm are as follows:-

.....
.....
.....

Name of Tenderer: _____
(Name in block letters)

Name and title of the authorised signatory:
(where applicable) _____
(Name in block letters)

Signed by the Tenderer/Signed by an authorised signatory for an on behalf of the Tenderer _____
(Signature) (with firm/company chop, if applicable)

Address(es) of person(s) signing: _____

Date: _____

- NOTE:*
- (i) All the particulars required above must be provided.
 - (ii) Strike out clearly alternatives which are not applicable.

TENDER LABEL (1)
Price Submission
Light Refreshment Restaurant

THE CHAIRMAN,
GOVERNMENT LOGISTICS DEPARTMENT
TENDER OPENING COMMITTEE
Government Logistics Department Tender Box,
Ground Floor, North Point Government Offices,
333 Java Road, North Point, Hong Kong

Tender for the Grant of Licence to Operate
the Light Refreshment Restaurant
at the Hong Kong Central Library

Tender Reference : LC/CS/T/LRR/00/HKCL/2022

Tender Closing Date : 14 September 2022
(12 noon Hong Kong Time)

Please remember to complete and submit the following document in **triplicate** for “Price Submission”:-

- Contract Schedule 9 only

TENDER LABEL (2)
Technical Submission
Light Refreshment Restaurant
(without any indication on Monthly Licence Fee)

THE CHAIRMAN,
GOVERNMENT LOGISTICS DEPARTMENT
TENDER OPENING COMMITTEE
Government Logistics Department Tender Box,
Ground Floor, North Point Government Offices,
333 Java Road, North Point, Hong Kong
Tender for the Grant of Licence to Operate
the Light Refreshment Restaurant
at the Hong Kong Central Library

Tender Reference : LC/CS/T/LRR/00/HKCL/2022

Tender Closing Date : 14 September 2022
(12 noon Hong Kong Time)

Please remember to complete and submit the following documents in **triplicate** for “Technical Submission”:-

- | | |
|--|--|
| <input type="checkbox"/> Tender Form | |
| <input type="checkbox"/> Contract Schedule 2 | <input type="checkbox"/> Contract Schedule 3 |
| <input type="checkbox"/> Contract Schedule 4 | <input type="checkbox"/> Contract Schedule 5 |
| <input type="checkbox"/> Contract Schedule 6 | <input type="checkbox"/> Contract Schedule 7 |
| <input type="checkbox"/> Contract Schedule 8 | <input type="checkbox"/> Contract Schedule 10 |
| <input type="checkbox"/> Form of Security Deposit Election | <input type="checkbox"/> Non-collusive Tendering Certificate |

(without any indication on Monthly Licence Fee)

TENDER LABEL (3)
Complete Tender Submission

THE CHAIRMAN,
GOVERNMENT LOGISTICS DEPARTMENT
TENDER OPENING COMMITTEE
Government Logistics Department Tender Box,
Ground Floor, North Point Government Offices,
333 Java Road, North Point, Hong Kong

Tender for the Grant of Licence to Operate
the Light Refreshment Restaurant
at the Hong Kong Central Library

Tender Reference : LC/CS/T/LRR/00/HKCL/2022

Tender Closing Date : 14 September 2022
(12 noon Hong Kong Time)

Note: “The Price Submission” and “The Technical Submission” for operations of Light Refreshment Restaurant must be enclosed in sealed and separate envelopes attached with labels provided outside the envelopes and inserted into an envelope with this label outside. Please remember to complete and submit the following document in triplicate:

- ❑ Documents for Price Submission in sealed envelope with **TENDER LABEL (1)**
- ❑ Documents for Technical Submission in sealed envelope with **TENDER LABEL (2)**

INTERPRETATION

1. In these Tender Documents, the following words and expressions have the meanings hereby assigned to them except when the context otherwise requires:

- “Business” has the meaning given to it in **Clause 3.1** of the **Conditions of Contract**.
- “Catering Services” means the services to be provided at the Licence Area by the Contractor on demand by the Government from time to time pursuant to **Clause 3.2** of the **Conditions of Contract**.
- “Commencement Date” means the first day of the Contract Period as set out in **Clause 2** of the **Conditions of Contract**.
- “Companies Ordinance” (Cap. 622) means Cap. 622 of the Laws of Hong Kong and includes the predecessor Companies Ordinance which has the meaning assigned to it in Section 2 of the Companies Ordinance (Cap. 622).
- “Conditional Acceptance of Tender” has the meaning given to it in **Paragraph 12.2** of the **Terms of Tender**.
- “Contract” means the contract entered into between the Government and the Contractor, comprising the following parts of the Tender Documents and other items as specified below:
- (a) the “Memorandum of Contract”;
 - (b) the “Tender Form”;
 - (c) the “Terms of Tender”;
 - (d) the “Interpretation”;
 - (e) the “Conditions of Contract” containing a merged set of general and special conditions of contract;
 - (f) the “Contract Schedules” (or “Schedules”) in the form as appearing in the Tender Documents and those which were submitted by the Contractor as part of its Tender, and accepted by the Government Representative;
 - (g) “Form of Security Deposit Election”;
 - (h) “Non-collusive Tendering Certificate”;

- (i) the “**Annexes A to C**”; and
- (j) all other schedules, plans, drawings and other documents which form part of the Contractor’s Tender or are incorporated by reference herein or in any of the above documents,

in each case subject to such further changes as the Government Representative may stipulate in exercise of its powers under the **Terms of Tender**, and/or otherwise subject to such further changes as the Government Representative and the Contractor may agree.

Each of the above documents shall be referred to throughout the Tender Documents and the Contract by their respective titles as appearing in quotation marks above.

“Contract Period”	means the period specified in Clause 2 of the Conditions of Contract as the same may be extended or earlier terminated in accordance with the applicable provisions of the Contract.
“Contractor”	means the Tenderer whose Tender to operate the Business at the Licence Area is accepted by the Government Representative.
“Contractor Responsible Group”	has the meaning given to the term in Clause 35 of the Conditions of Contract .
“Estimated Contract Value”	means the estimated value of the Contract to be arrived at by multiplying the Monthly Licence Fee by the number of months in the Contract Period.
“Food and Beverages”	means (a) the list of proposed signature dishes/beverages for sale at the Light Refreshment Restaurant as listed in Contract Schedule 10 ; and (b) other items of food and beverages approved by the Government Representative in writing in advance to be sold by the Light Refreshment Restaurant.
“Free Decoration Period”	means the maximum one-month fitting out period commencing from the Commencement Date.
“Government”	means the Government of Hong Kong.

“Government Provisions”	all items belonging to the Government specified in Contract Schedules 11 and 12 and such other Government property (moveable or immovable) which are from time to time made available to the Contractor for use in the Business or the Licence Area.
“Government Representative”	means the Director of Leisure and Cultural Services or any public officer of LCSD authorised to act on his or her behalf.
“Hong Kong”	means the Hong Kong Special Administrative Region of the People’s Republic of China.
“Inspection Officer”	means the officer appointed by the Government Representative for the purpose of inspecting the Business carried out by the Contractor under the Contract.
“Intellectual Property Rights”	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 Tender”	means the invitation issued by the Government Representative to invite tenders for the Contract on the terms set out in the Tender Documents.
“LCSD”	The Leisure and Cultural Services Department.
“Licence”	means the right to operate the Business.
“Licence Area”	means the total areas designated for the purpose, as more particularly described and specified in Contract Schedule 11 and Annex C .
“Light Refreshment Restaurant”	means the light refreshment restaurant to be operated in the Licence Area more particularly identified in the floor plan in Annex C .
“month”	means for the purposes of the Contract, (a) each calendar month within the Contract Period from first (1 st) day of that month to the last day; and (b) (if applicable) each of those periods as mentioned in Clause 5.6(a) to (d) of the Conditions of Contract .

“Monthly Licence Fee”	means the fixed amount payable by the Contractor for the operation of the Light Refreshment Restaurant in accordance with Clause 5.1 of the Conditions of Contract and as stipulated in Contract Schedule 9 .
“Original Tender Closing Date”	means the date specified in the Tender Form as the date for submission of tender notwithstanding any extension.
“Parties” (upper or lower case)	means the Government and the Contractor.
“Person” (upper or lower case)	includes any body of persons, corporate or unincorporated; and “legal person” means any person which has the capacity to contract.
“related person”	has the meaning given to the term in Paragraph 17.7 or 17.8 of the Terms of Tender (whichever is applicable).
“Requisite Permits”	has the meaning given to it in Paragraph 21 of the Terms of Tender and Clause 9.1 of the Conditions of Contract .
“Security Deposit”	means the deposit which the successful Tenderer shall deposit with the Government in accordance in Paragraph 23 of the Terms of Tender and as referred to Clause 7 of the Conditions of Contract for the due and proper performance of the Contract.
“Tender” (upper or lower case)	means a tender submitted in response to this Invitation to Tender.
“Tender Closing Date”	means the date specified in the Tender Form as the latest date by which tenders must be lodged as the same may be extended.
“Tender Documents”	means the documents as specified in Paragraph 1 of the Terms of Tender .
“Tender Validity Period”	means the period of time as described in Paragraph 8 of the Terms of Tender during which the Tender is to remain open.
“Tenderer”	means the person or firm or company submitting this tender.
“Venue”	means the Hong Kong Central Library, located at 66 Causeway Road, Causeway Bay, Hong Kong as indicated in Annex B .

“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 after super typhoons” announced by the Government is in force for any duration during normal business hours in Hong Kong.

2. In the Contract, unless the content otherwise requires, the following rules of interpretation shall apply –

2.1 The following rules of interpretation shall apply:

- (a) references to statutes or statutory provisions shall be construed as references to those statutes or statutory provisions as replaced, amended, modified or re-enacted from time to time; and shall include all subordinate legislation made under those statutes;
- (b) words importing the singular shall include the plural and vice versa; words importing a gender shall include all other genders; references to any person shall include any individual, firm, body corporate or unincorporated (wherever established or incorporated); references to company include corporation;
- (c) headings are inserted for ease of reference only and shall not affect the construction of the Tender Documents or the Contract;
- (d) references to a document shall:
 - (i) include all schedules, appendices, annexures and other materials attached to such documents; and
 - (ii) mean the same as from time to time amended or supplemented in accordance with the terms of the Tender Documents or the Contract;
- (e) references to “Tenderer” or “Contractor” shall include its permitted assigns, successors, or any persons deriving title under them;
- (f) references to “Government” and “Government Representative” shall include their respective assigns, successors-in-title, and persons deriving title under them, regardless of whether or not any of these persons are mentioned in the relevant provisions;
- (g) references to a “Paragraph” in the Terms of Tender are to a paragraph in the Terms of Tender; reference to a “Clause” in the Conditions of Contract are to a clause of the Conditions of Contract; references to a Clause, Sub-clause, Section or Paragraph in or a Schedule, 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;

- (h) references to “law” and “regulation” shall include any constitutional provisions, treaties, conventions, ordinances, subsidiary legislation, orders, rules and regulations having the force of law and rules of civil and common law and equity;
- (i) any word or expression to which a specific meaning has been attached in any part of the Tender Documents shall bear such meaning whenever it appears in the same and other parts of the Tender Documents;
- (j) a time of a day shall be construed as a reference to Hong Kong time;
- (k) references to “normal business hours” mean 0900 to 1800 hours;
- (l) references to a day mean a calendar day;
- (m) references to a month mean a calendar month;
- (n) any negative obligation imposed on any party shall be construed as if it was also an obligation not to permit or suffer the act or thing in question, and any positive obligation imposed on any party shall be construed as if it was also an obligation to procure that the act or thing in question be done;
- (o) any act, default, neglect or omission of any employee, licensee, agent or sub-contractor of the Contractor shall be deemed to be the act, default, neglect or omission of the Contractor;
- (p) words importing the whole shall be treated as including a reference to any part of the whole;
- (q) the expressions “include” and “including” shall be construed without limitation to the words following;
- (r) words and expressions extend to their grammatical variations and cognate expressions where those words and expressions are defined in the Tender Documents or by reference to any other definition;
- (s) references to “writing” include typewriting, printing, lithography, photography, facsimile and the printed out version of a communication by electronic mail and other modes of representing and reproducing words in a legible form;
- (t) where a general obligation in the Tender Documents or the Contract is followed by more specific obligations, the general obligation shall not be construed restrictively by reference to the specific obligations or deemed to be fully performed by reason only that the specific obligations have been performed; and

- (u) the expressions “public body” and “public officer” have the meanings given to them in the General Clauses and Interpretation Ordinance (Cap. 1). The expression “officer” has the meaning given to it in the Companies Ordinance (Cap. 622). A reference to a public officer shall include a reference of any person for the time being lawfully discharging the functions of that office, or any part of such functions, and any person appointed to act in or perform the duties of such office, or any part of such duties, for the time being.
- 2.2 Nothing in the Contract shall be taken to restrict, derogate from or otherwise interfere with any power or duty, or the exercise or performance of any power or duty conferred or imposed by or under any law upon the Government or the Government Representative or any public officer including the Public Health and Municipal Services Ordinance (Cap. 132). In this connection, references to “Government Representative” can mean the Director exercising his power under the aforesaid Ordinance or as representative of the Government (where applicable).
- 2.3 Without prejudice to **Paragraph 2.2** above, all rights and powers of the Government under the Contract may be exercised by the Government Representative for the Government. All claims of the Government may be enforced by the Government Representative for the Government.
- 2.4 Unless otherwise provided for in the Tender Documents, all quotations and payments shall be made in Hong Kong dollars.
- 2.5 References to **Contract Schedules 2 to 8 and 10 – Working Background and Status of Tenderer, Business Plan, Marketing and Customer Service Plan, Hygiene Maintenance Plan, Waste Management Plan, Innovative Suggestions that can Bring Positive Values/Benefits to the Society, Years of Experience in Operating Catering Outlet(s) and Proposed List of Menu Items for Sale at the Licence Area** or any plan or proposal contained therein shall mean such Contract Schedule or such plan or proposal in the version as attached to the **Memorandum of Contract** subject to any further changes under any applicable provision of the Contract.

PART 1
TERMS OF TENDER

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THE GOVERNMENT OF HONG KONG
SPECIAL ADMINISTRATIVE REGION
LEISURE AND CULTURAL SERVICES DEPARTMENT

PART 1
TERMS OF TENDER

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

ALL RIGHTS AND POWERS OF THE GOVERNMENT UNDER THE TENDER DOCUMENTS ARE EXERCISABLE BY THE GOVERNMENT REPRESENTATIVE.

1. Tender Documents

The Tender Documents consist of a complete set of:

- (a) **Tender Form** (Parts I to II);
- (b) **Tender Labels**;
- (c) **Interpretation** (Sheets 1 to 7);
- (d) **Terms of Tender** (Sheets 8 to 32);
- (e) **Conditions of Contract** (Sheets 33 to 82);
- (f) **Contract Schedules** (Sheets 83 to 118);
- (g) **Form of Security Deposit Election** (Sheet 119);
- (h) **Form of Bank Guarantee for The Performance of A Contract** (Sheets 120 to 124);
- (i) **Non-collusive Tendering Certificate** (Sheets 125 to 127);
- (j) **Memorandum of Contract** (Sheet 128 to 130); and
- (k) **Annexes A to D** (Sheets 131 to 136).

2. **Invitation to Tender**

Tenders are invited for the operation of the Light Refreshment Restaurant at the Licence Area within the Hong Kong Central Library during the Contract Period, inclusive of a Free Decoration Period, on such terms and conditions as set out in these **Terms of Tender, Conditions of Contract, Contract Schedules** and **Annexes** thereof. General information of the Hong Kong Central Library and the Licence Area is at **Annexes A to C**. For the information of the Tenderers, the commencement of the Contract Period is tentatively 23 February 2023.

3. **Tender Preparation**

3.1 All tenders must be completed and submitted in three (3) identical sets (one (1) original and two (2) photocopies) (as more particularly described in **Paragraph 5**) in the manner under **Lodging of Tender** of the **Tender Form**.

3.2 Tenders shall be written in English or Chinese and in ink or typescript with the necessary information provided including documentary evidence, which are necessary for tender evaluation.

3.3 Tenderers shall complete and submit the following parts of the Tender Documents together with any necessary supporting information and documents in its tender:-

- (a) **Tender Form** – Part II – “Offer to be Bound”
(in technical submission envelope);
- (b) **Contract Schedule 2** – Working Background and Status of Tenderer;
- (c) **Contract Schedule 3** – Business Plan;
- (d) **Contract Schedule 4** – Marketing and Customer Service Plan;
- (e) **Contract Schedule 5** – Hygiene Maintenance Plan;
- (f) **Contract Schedule 6** – Waste Management Plan;
- (g) **Contract Schedule 7** – Innovative Suggestions that can Bring Positive Values/Benefits to the Society;
- (h) **Contract Schedule 8** – Years of Experience in Operating Catering Outlet(s);
- (i) **Contract Schedule 9** – Monthly Licence Fee;
- (j) **Contract Schedule 10** – Proposed List of Menu Items for Sale at the Licence Area;

- (k) **Form of Security Deposit Election** – Security Deposit (**without** any indication on the Monthly Licence Fee); and
- (l) **Non-collusive Tendering Certificate.**

3.4 When completing the tender, any alteration by the Tenderer to its own submission 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 Tenderer in ink.

4. Failure of Submission

4.1 Tenderers shall submit the tenders containing the documents set out in **Paragraph 3.3** above on or before 12:00 noon (Hong Kong time) on the Tender Closing Date.

4.2 **A Tenderer's tender will not be considered further if by the Tender Closing Date, the Tenderer has failed to submit any of the following:-**

- (a) the “**Part II - Offer to be Bound**” of the **Tender Form** duly signed by the Tenderer; and
- (b) the quotation as required in **Contract Schedule 9 – Monthly Licence Fee.**

4.3 A Tenderer's tender will not be considered further if by the Tender Closing Date or upon any subsequent request which may be made by the Government under **Paragraph 15**, the Tenderer has failed to submit any of the following :

- (a) **Contract Schedule 2 – Working Background and Status of the Tenderer;** and
- (b) **Non-collusive Tendering Certificate.**

The Tenderer should provide all the above items specified in this **Paragraph 4.3** at the same time when it submits its Tender. The Government may, but is not obliged to, exercise its discretion to request any of these items after the Tender Closing Date where they are found missing in accordance with **Paragraph 15**. However, if the same is not provided upon request, the Tenderer's tender will not be considered further.

5. Two Envelopes System in Submission of Tender

5.1 Tenderers are required to submit a Price Submission and a Technical Submission in the manner as described in this **Paragraph 5.1**. Tenderers should note that a marking scheme (as more particularly described in **Contract Schedule 1**) will be used for the assessment of their tenders. A completed tender, in three (3) identical sets (the original copy and two (2) photocopies), shall be submitted separately in two (2) sealed envelopes, the outside of which **should not** bear any indication which may relate the tender to the Tenderer, as follows:

- (a) The **Price Submission** (the original copy and two (2) photocopies of **Contract Schedule 9 – Monthly Licence Fee**, fully completed) must be enclosed in a sealed envelope clearly marked “Tender Ref.: LC/CS/T/LRR/00/HKCL/2022 – Tender for the Grant of Licence to Operate the Light Refreshment Restaurant at the Hong Kong Central Library – Price Submission” (Tender Label 1 provided); and
- (b) The **Technical Submission** (the original copy and two (2) photocopies of all other remaining information and documents required in this tender as stipulated in **Contract Schedules 2 to 8 and 10** as well as the **Form of Security Deposit Election, Non-collusive Tendering Certificate** and the **Tender Form**, fully completed, signed (in the case of the Offer to be Bound in the **Tender Form**), but **without** any indication on the Monthly Licence Fee) must be enclosed in a sealed envelope clearly marked “Tender Ref.: LC/CS/T/LRR/00/HKCL/2022 – Tender for the Grant of Licence to Operate the Light Refreshment Restaurant at the Hong Kong Central Library – Technical Submission” (Tender Label 2 provided).
- 5.2 A completed tender i.e. the two (2) sealed envelopes as described in **Paragraph 5.1** above, shall be enclosed in another sealed envelope and addressed to the **Chairman, Government Logistics Department Tender Opening Committee** by using Tender Label 3 as provided. The tender must be deposited in the Government Logistics Department Tender Box (“Specified Tender Box”) located at the Ground Floor, North Point Government Offices, 333 Java Road, North Point, Hong Kong on or before 12:00 noon (Hong Kong time) on the Tender Closing Date specified in the **Lodging of Tender** at the **Tender Form**. **Late tenders or tenders not deposited in the Specified Tender Box will not be considered.**
- 5.3 In case Tropical Cyclone Warning Signal No. 8 or above is hoisted, or Black Rainstorm Warning Signal or “extreme conditions after super typhoons” announced by the Government is/are in force, for any duration between 9:00 a.m. (Hong Kong time) and 12:00 noon (Hong Kong time) on the Tender Closing Date, the tender closing time will be postponed to 12:00 noon on the first working day after the Tropical Cyclone Warning Signal No. 8 is lowered, or the Black Rainstorm Warning Signal or the “extreme conditions after super typhoons” announced by the Government has/have ceased to be in force.
- 5.4 In case of blockage of the public access to the location of the Specified Tender Box at any time between 9:00 a.m. and 12:00 noon (Hong Kong time) on the Tender Closing Date, the Government will announce extension of the tender closing time until further notice. Following removal of the blockage, the Government will announce the extended tender closing time as soon as practicable. The above announcements will be made via press releases on the website of Information Services Department.
- 5.5 The Government Representative will not accept any tender submitted by methods other than as indicated in **Paragraphs 5.1 and 5.2**.

- 5.6 When completing a tender (including the “**Part II - Offer to be Bound**” of the **Tender Form**), each Tenderer shall ensure that the name of the Tenderer is the same as the name shown in:
- (a) if the Tenderer is a company incorporated in Hong Kong:
 - (i) the Certificate of Incorporation of the Tenderer; or
 - (ii) if there is a change of name of the Tenderer since the date of its Certificate of Incorporation, the latest Certificate of Change of Name of the Tenderer; or
 - (iii) its business name as shown in the current Business Registration Certificate of the Tenderer;
 - (b) if the Tenderer is a sole proprietorship or a partnership, the current Business Registration Certificate of the Tenderer issued under the Business Registration Ordinance (Cap. 310); or
 - (c) if the Tenderer is incorporated, formed or established outside Hong Kong, a document equivalent to that described in **Paragraph 5.6(a)** or **(b)** above (as the case may be) issued by a governmental or competent authority of the place where the Tenderer is incorporated, formed or established.

6. Monthly Licence Fee

- 6.1 Each Tenderer shall propose its fixed Monthly Licence Fee in **Contract Schedule 9**. Tenderers may refer to **Clause 5** of the **Conditions of Contract** in respect of payment of the Monthly Licence Fee under the Contract. Such Monthly Licence Fee shall be denominated in Hong Kong dollars.
- 6.2 Tenderers should note the Monthly Licence Fee quoted by the Tenderer and accepted by the Government shall remain valid and binding throughout the Contract Period. No request for price variation will be considered. A Tender with any proposed price variation mechanism will not be considered further.
- 6.3 The Monthly Licence Fee shall not include rates, Government rent and taxes payable in respect of the Licence Area. Apart from the Government Provisions, all assets required, and all liabilities to be incurred from carrying out the Business at the Licence Area shall be the responsibility of the Contractor with no recourse against the Government or the Government Representative.
- 6.4 Each Tenderer shall ensure that the Monthly Licence Fee quoted is accurate before submitting its tender. Without prejudice to the powers of the Government Representative to seek clarification or to negotiate with a Tenderer, the Government Representative is not obliged to accept any request for price adjustment on whatsoever ground.

- 6.5 Should it be found on examination by the Government Representative after the Tender Closing Date that a Tenderer has made unintentional errors in the figures stated in its Tender, the Government Representative, may but is not obliged, seek clarification from the Tenderer or request the Tenderer to confirm in writing whether it is prepared to abide by what the Government Representative considers should be the correct figures.

7. Information of the Tenderer

Each Tenderer shall provide the following details relating to itself in **Contract Schedule 2**:

- (a) name of the Tenderer;
- (b) the business vehicle of the Tenderer: limited company/sole proprietor/partnership, and date of establishment or incorporation;
- (c) shareholders/partners/proprietor of the Tenderer and their percentages of shareholding/equity interest;
- (d) names and correspondence addresses of the following:
 - (i) director/partners/sole proprietor of the Tenderer; and
 - (ii) the contact person of the holding company or subsidiary company of the Tenderer (if any);
- (e) a copy of a valid Business Registration Certificate and copies of other documents evidencing its business status;
- (f) where the Tenderer is a limited company incorporated under the laws of Hong Kong, a copy of its Memorandum (if any) and Articles of Association, a Certificate of Incorporation, Certificate of Change of Name (if any), and latest annual return filed with the Companies Registry subsequent to such annual return, or equivalent documents where the Tenderer is not a limited company incorporated under the laws of Hong Kong; and
- (g) where the Tenderer is a partnership, a copy of the excerpt of the partnership agreement evidencing the identities of the partners.

8. Tenders to Remain Open

- 8.1 It is an essential requirement that a Tender shall remain valid and open for acceptance for a period not less than one hundred and eighty (180) days from the Tender Closing Date (“**Tender Validity Period**”).

8.2 A Tenderer who counter-proposes a shorter Tender Validity Period than the period specified in **Paragraph 8.1** will be disqualified and its Tender will not be considered further.

8.3 Without prejudice to the Government's rights and claims vis-à-vis any Tenderer who withdraws its Tender during the Tender Validity Period, due notice will be taken of any withdrawal during the Tender Validity Period and without prejudice to any other rights and remedies that the Government may have against the Tenderer, such withdrawal may prejudice the Tenderer's future status as a Government supplier or service provider.

9. Selection of Tender

Without prejudice to other rights and powers of the Government not to consider a Tender under other applicable provisions in the Tender Documents, the evaluation of Tenders will be conducted in accordance with the marking scheme set out in **Contract Schedule 1**.

10. Basis of Acceptance

10.1 The Government Representative is not bound to accept the tender with the highest combined score or any tender, and reserves the right to accept all or any part of a tender at any time within the Tender Validity Period (including without limitation any of the proposals sets out in the Contract Schedules). Without prejudice to the generality of the foregoing, in case the Monthly Licence Fee offered by the Tenderer with the highest overall combined price and quality score is unreasonably low with reference to the advice of the Commissioner for Rating and Valuation, the Government may refrain from awarding the Contract to the relevant Tenderer.

10.2 Tenderers should note that their offers will be considered **on an overall basis. Tenders with only partial offer within the Licence Area will not be considered.**

10.3 Unless the Government decides that it is in the public interest not to award the Contract, subject to the other provisions of the Tender Documents, the Contract will normally be awarded to the Tenderer who passes the completeness check, quality criteria evaluation and price evaluation as referred to in **Contract Schedule 1**, or the Tenderer whom the Government considers to be fully capable of performing the Contract.

11. Negotiation

The Government reserves the right to negotiate with all or any Tenderer(s) about any terms and conditions in the Tender Documents and of the Contract.

12. Award of the Contract

- 12.1 Unless and until the **Memorandum of Contract** have been executed by both the successful Tenderer and the Government Representative, there shall be no Contract between the Government Representative and any Tenderer. References to award of the Contract mean the signing of the **Memorandum of Contract**.
- 12.2 The successful Tenderer will be notified within the Tender Validity Period (such notification is referred to as “**Conditional Acceptance of Tender**”). Within twenty-one (21) days from the date of such Conditional Acceptance of Tender, the successful Tenderer shall be obliged to fulfill all of the following conditions to the satisfaction of the Government Representative (or such later date as the Government Representative may allow):
- (a) the provision of the Security Deposit as required under **Paragraph 23**;
 - (b) the prepayment of the Monthly Licence Fee in respect of the second (2nd) month of the Contract Period;
 - (c) such changes to **Contract Schedule 4 (Marketing and Customer Service Plan)** and **Contract Schedule 10 (Proposed List of Menu Items for Sale at the Licence Area)** as the Government Representative considers appropriate;
 - (d) Unless a Full Licence is already issued in the name of the successful Tenderer in respect of the Light Refreshment Restaurant and remain valid for at least one (1) month from the conditional acceptance of tender, the receipt of a document known as “Letter of Requirements” issued by the Director of Food Environmental and Hygiene (“DFEH”) setting out the requirements to be fulfilled before a Provisional Licence may be issued for the Light Refreshment Restaurant as referred to in **Clause 9.2 of the Conditions of Contract** or a Full Licence may be issued for the Light Refreshment Restaurant as referred to in **Clause 9.3 of the Conditions of Contract**; and
 - (e) such other conditions as the Government Representative may stipulate in the Conditional Acceptance of Tender.

- 12.3 Unless and to the extent waived by the Government in writing, upon fulfilment of the conditions by the Tenderer specified in **Paragraph 12.2** above to the satisfaction of the Government, the Government will, subject to its other rights and powers, enter into the Contract with the successful Tenderer by signing the **Memorandum of Contract**. The Contract will incorporate, to the extent accepted by the Government Representative, the Tender submitted by the successful Tenderer (subject to such other changes as the Government Representative may stipulate in exercise of its powers under the Tender Documents or such changes as the parties may agree). If a Tenderer fails to fulfill all or any of the conditions mentioned in **Paragraph 12.2** above (unless and save to the extent they are waived by the Government in writing, if any), or fails to enter into the **Memorandum of Contract** upon notification by the Government (“defaulting Tenderer”), the Conditional Acceptance of Tender will become void and be of no further force.
- 12.4 The Government Representative will disqualify the defaulting Tenderer, and it may, but is not obliged to, award the Contract to another Tenderer. Without prejudice to other rights and remedies of the Government, the defaulting Tenderer shall be responsible for the difference in the total Estimated Contract Value based on the amount of the Monthly Licence Fee submitted by that defaulting Tenderer and the eventual Contractor who will be awarded the Contract whether appointed pursuant to this Invitation to Tender exercise or another subsequent invitation exercise. On the other hand, notwithstanding anything in the Tender Documents or in the Conditional Acceptance of Tender to the contrary, in the event that the Government exercises any of its discretion under **Paragraph 17** or **18**, the Government shall be entitled not to enter into the Contract with a Tenderer even if the Tenderer has received a Conditional Acceptance of Tender and fulfilled all the conditions specified in **Paragraph 12.2**.
- 12.5 Tenderers who do not receive any notification of acceptance within the Tender Validity Period shall assume that their tenders have not been accepted.

13. Offers to be Binding

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

14. Counter-proposals

- 14.1 The Tenderer must not submit any proposal that has the effect of varying or modifying all provisions in the Tender Documents concerning the preparation, submission and evaluation of Tenders and the award of the Contract.

- 14.2 If a Tenderer fails to comply with **Paragraph 14.1**, subject to any clarification which the Government may, but is not obliged to, make under **Paragraph 15**, its Tender will be disqualified and will not be considered further by the Government.
- 14.3 For counter-proposals to provisions other than those as specified in **Paragraph 14.1** or **Paragraph 14.4**, it shall equally be the case that no Tenderer may make any counter-proposals to any such requirement. Counter-proposals from a Tenderer in contravention of this restriction will entitle the Government to disqualify the Tenderer unless the Government in its absolute discretion elects to negotiate with the Tenderer concerning such counter-proposal. Following such negotiation, if the Tenderer is still unwilling to withdraw such counter-proposal, or otherwise revise it on terms acceptable to the Government, the Government may still disqualify the Tenderer. Any accepted counter-proposal following from a successful negotiation shall be deemed as part of the Tenderer's Tender and forms part of the Contract and shall be binding on the Tenderer if the Contract is eventually awarded to it.
- 14.4 Without prejudice to **Paragraph 14.1**, any Tenderer who submits a tender that directly or indirectly attempts to preclude or limit the effect of any provisions of these **Terms of Tender** may also be disqualified.

15. Request for Information

In the event that the Government determines that:

- (a) clarification in relation to any tender is necessary;
- (b) a document or a piece of information, other than the document or information set out in **Paragraph 4.2**, is missing from the tender,

it may, but is not obliged to, request the Tenderer concerned to make the necessary clarification, or submit the required document or information. The Tenderer shall thereafter within five (5) 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 tender may not be considered further (or will not be considered further where it is expressly stated to be the case in the relevant provision of the Tender Documents) if complete 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 tender further or may proceed to evaluate the tender on an "as is" basis.

16. Tenderer's Commitment

The entire Tender, any subsequent clarification, and permitted submissions from a Tenderer must be submitted in writing. Each of them is the offer, commitment and representation of the Tenderer 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 Tenderer.

17. Government's Discretion

17.1 Notwithstanding anything to the contrary in these Tender Documents, the Government reserves the right to disqualify a Tenderer on grounds including any one of the following:

- (a) a petition is presented or a proceeding is commenced which has not been withdrawn any time prior to the award of the Contract or an order is made or a resolution is passed for the winding up or bankruptcy of the Tenderer or its related person;
- (b) the Tenderer has made or submitted a false, inaccurate or incomplete statement or representation or a forged document in the Tender or in any subsequent submission by the Tenderer or communication between the Government and the Tenderer since submission of that Tender;
- (c) in the event of a claim or allegation made any time during a period of five (5) years preceding the Tender Closing Date and thereafter up to the time of the award of the Contract or the Government having grounds to believe that any thing(s), service(s) or material(s) supplied, provided or recommended by the Tenderer or its related person infringes or will infringe any Intellectual Property Rights or any other rights of any person;
- (d) any time during the twenty-four (24) months prior to the Tender Closing Date or between the Tender Closing Date and the award of the Contract, the Tenderer or a related person of the Tenderer was in significant or persistent default(s) in the performance of any substantive requirement or obligation under any other Government contract awarded by the Director of Leisure and Cultural Services regardless of whether the default(s) led to the actual termination of the relevant Government contract or whether such default(s) has been remedied (a "Contract Default");
- (e) the Tenderer or a related person or a director or management staff of the Tenderer has been convicted by the final judgment (i.e. judgment not subject to any appeal to a higher court prior to the award of the Contract) 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 Tender Closing Date and thereafter up to the time of the award of the Contract;

- (f) in the event of any professional misconduct or any act or omission having been committed during a period of five (5) years preceding the Tender Closing Date and thereafter up to the time of the award of the Contract that adversely reflects on or casts doubt on the commercial integrity of the Tenderer or a related person or a director or management staff of the Tenderer; or
- (g) any failure of the Tenderer or its related person to pay taxes to the Government during a period of five (5) years preceding the Tender Closing Date and thereafter up to the time of the award of the Contract.

The grounds specified in **Paragraphs 17.1(a) to 17.1(g)** are separate and independent, and shall not be limited by reference to or inference from the other of them.

17.2 For the purposes of **Paragraph 17.1**, each Tenderer shall provide in **Contract Schedule 2** at the time of submission of its Tender (and thereafter up to the time of the award of the Contract in relation to any event occurring between the time of submission and the time of the award of the Contract) all information at least in relation to itself and those information in relation to its related person or its director or management staff which it has knowledge that 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:

- (a) details of any petition or proceeding mentioned in **Paragraph 17.1(a)**;
- (b) details of all infringement claims or allegations and/or settlement agreement as mentioned in **Paragraph 17.1(c)**;
- (c) details of all Contract Defaults as mentioned in **Paragraph 17.1(d)**;
- (d) details of conviction as mentioned in **Paragraph 17.1(e)** in Hong Kong or any overseas jurisdiction;
- (e) details of any professional misconduct or act or omission that adversely reflects or casts doubt on the commercial integrity of the Tenderer or a related person as mentioned in **Paragraph 16.1(f)**; and
- (f) details of any failure to pay taxes as mentioned in **Paragraph 17.1(g)**.

If none of the events as mentioned in **Paragraphs 17.2(a) to 17.2(f)** above has ever occurred within the applicable period as mentioned in the relevant sub-paragraph in **Paragraph 17.1**, the Tenderer shall provide a statement to that effect by completing the relevant part of **Contract Schedule 2** at the time of submission of its Tender. If found missing, the Government reserves the right to seek clarification.

- 17.3 In addition to the information mentioned in **Paragraph 17.2**, the Government reserves the right to request from a Tenderer or from other sources and take into account all information about:
- (a) the Tenderer itself (viz in relation to any information relevant to any of the events mentioned in **Paragraph 17.1**);
 - (b) any of the directors or management staff of the Tenderer (viz information relevant to the event mentioned in any of **Paragraphs 17.1(e)** and **17.1(f)** applicable to any such person);
 - (c) any of the related persons of the Tenderer (viz information relevant to any of the events mentioned in any of **Paragraphs 17.1(a)** to **17.1(g)** applicable to any such person);
 - (d) the manufacturer of any proposed food and beverages to be offered (viz information relevant to the event mentioned in **Paragraph 17.1(c)** applicable to such person),
- and such other information which is reasonably relevant to facilitate the Government's determination as to whether to exercise its right of disqualification under **Paragraph 17.1**.
- 17.4 Such information relating to any of the aforesaid persons may include, without limitation, details of any claim or allegation of infringement or settlement agreement as referred to in **Paragraph 17.1(c)**; details of any Contract Default referred to in **Paragraph 17.1(d)**; details of any conviction of serious offences referred to in **Paragraph 17.1(e)**; details of any professional misconduct, acts or omissions referred to in **Paragraph 17.1(f)** and of any failure to pay taxes to the Government referred to in **Paragraph 17.1(g)** above.
- 17.5 If the Tenderer fails to comply with the request made by the Government pursuant to **Paragraph 17.3** above within such time as required by the Government, the Government may disqualify the Tenderer pursuant to **Paragraph 15**. If the Tenderer has submitted false, inaccurate or incomplete information, the Government may disqualify the Tenderer pursuant to **Paragraph 17.1(b)** above.
- 17.6 In providing the information required under **Paragraphs 17.2** and **17.3** above, the Tenderer may show cause to satisfy the Government that the petition, proceeding, conviction record, infringement claim or allegation, or Contract Default, any professional misconduct or act or omission as the case may be, does not cast doubt on the fitness, propriety or capability of the Tenderer to perform the Contract to be awarded in this Invitation to Tender.
- 17.7 If the Tenderer is a company, the expression "related person" of the Tenderer includes any one of the following:

- (a) a shareholder (corporate or individual) which directly or indirectly beneficially owns fifty percent (50%) or more of the issued share capital of the Tenderer (“majority shareholder”); or
- (b) a holding company or a subsidiary of the Tenderer; or
- (c) a holding company or a subsidiary of a majority shareholder of the Tenderer; or
- (d) a company in which a majority shareholder (being an individual) of the Tenderer directly or indirectly beneficially owns fifty percent (50%) 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).

17.8 If the Tenderer is a sole proprietor or partnership, the expression “related person” includes any one of the following:

- (a) any partner of the Tenderer (if it is a partnership); or
- (b) the spouse, parent, child, brother or sister of the Tenderer, 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
- (c) a company in which the Tenderer or any partner of the Tenderer beneficially directly or indirectly owns fifty percent (50%) or more of its issued share capital or controls the composition of its board of directors.

17.9 References to related persons, directors and management staff of the Tenderer or of a related person include persons who were in such capacity at such time of the incident referred to in any of **Paragraph 17.1(c), 17.1(d), 17.1(e), 17.1(f), or 17.1(g)**.

18. Cancellation of the Invitation to Tender

18.1 Notwithstanding anything to the contrary in the Tender Documents, if it is in the public interest to do so, the Government may:

- (a) reserve the right to cancel this Invitation to Tender, and not award the Contract; or
- (b) re-conduct the evaluation specified in **Paragraph 9** to identify the successful Tenderer.

18.2 After cancellation pursuant to **Paragraph 18.1** above, if and when it considers fit, the Government reserves the right to re-issue an Invitation to Tender on such terms and conditions as the Government considers appropriate.

19. Consent to Disclosure

19.1 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 Tenderer) without any further reference to or consent from the successful Tenderer or any other Tenderer, the Tender Documents, particulars (including the nature and quantity) of the Business to be provided by the successful Tenderer, the location of the Licence Area, the date of the award of the Contract, the name and address of the successful Tenderer, and the Monthly Licence Fee payable.

19.2 Nothing in **Paragraph 19.1** above shall prejudice the Government's power to disclose whenever it considers appropriate information of any nature whatsoever (whether or not specified in **Paragraph 19.1** 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):

- (a) the disclosure of any information to any public officer or public body, as defined in the Interpretation and General Clauses Ordinance (Cap. 1) or any other person employed, used or engaged by the Government (including agents, advisers, contractors and consultants);
- (b) the disclosure of any information already known to the recipient;
- (c) the disclosure of any information which is public knowledge;
- (d) 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;
- (e) the disclosure of any information regarding anti-competitive collusive conduct to the Competition Commission of Hong Kong (and other authorities as relevant); or
- (f) without prejudice to the power of the Government under **Paragraph 19.1** above, to the extent the information relates to a Tenderer, with the prior written consent of that Tenderer.

20. Personal Data Provided

- 20.1 All personal data provided in a Tender will be used by the Government for the purposes of the Invitation to Tender and all other purposes arising from or incidental to it (including for the purposes of tender evaluation, the award of the Contract and resolution of any dispute arising from this Invitation to Tender). In the case of the successful Tenderer, the purposes shall be extended to include Contract enforcement and management, and resolution of dispute 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.
- 20.2 By submitting a Tender, a Tenderer is deemed to have agreed to, and to have obtained from each individual whose personal data is provided in the Tender, 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 **Paragraph 20.1** above.
- 20.3 An individual to whom personal data belongs or a person authorised by him 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 Tender.
- 20.4 Enquiries concerning the personal data collected by means of the tender, including the making of access and corrections, should be addressed to the Personal Data Privacy Officer of the LCSD.

21. Licence, Permit and/or Certificate

The Contractor shall comply with all applicable laws and regulations in the operation of the Business and shall obtain and maintain throughout the Contract Period all licences, permits, certificates, waivers or exemptions which are required for the operation of the Business under all applicable laws and regulations of Hong Kong (viz., "Requisite Permits"). The award of the Contract to a Tenderer is conditional on the tenderer's obtaining the Letter of Requirements from DFEH in accordance with **Paragraph 12.2(d)**. Tenderers are strongly advised to examine and assess the site conditions in advance to determine all Requisite Permits which are required under all applicable laws and regulations to operate the Business at the Licence Area during the Contract Period. The responsibility for applying the Requisite Permits and fulfillment of the requirements stated therein (including provision of necessary ventilation equipment and other equipment in the food preparation area) shall lie with the Contractor. Neither the Government nor the Government Representative shall be held responsible in the event of the Contractor's failure or inability for any reason to obtain or renew any Requisite Permits. Nothing contained in the Tender Documents or in the Contract shall be construed to fetter the discretion of any public officer or authority including Director of Food and Environmental Hygiene as the licensing authority.

22. Restrictions on Assignment and Sub-contracting

- 22.1 Unless otherwise with the prior written consent of the Government, the Contractor shall not assign, transfer, underlet, sub-contract or otherwise dispose of any of its interests, rights, benefits or obligations under the Contract (including without limitation the parting possession of the Licence Area in any manner whatsoever or the sub-contracting of the operation of the Business or any part thereof). The performance of the Contract by the Contractor shall be personal to it.
- 22.2 Without prejudice to **Paragraph 22.1** above, the person who signs a tender as Tenderer shall be deemed to be acting as a principal unless he discloses therein that he is acting as an agent only, in which case he shall also disclose therein the name and address of his principal.

23. Security Deposit

- 23.1 The successful Tenderer shall pay the Government a deposit in the amount specified in **Paragraph 23.2** below (“Security Deposit”) as security for the due and faithful performance of the Contract either in cash or in the form of a bank guarantee and to be issued by a bank licensed under the provisions of the Banking Ordinance (Cap. 155) in the form attached at **Appendix to the Form of Security Deposit Election**, and bank guarantor shall be approved by the Government Representative and in accordance with **Clause 7** of the **Conditions of Contract**. Tenderers are therefore required to state their options in the **Form of Security Deposit Election**.
- 23.2 The amount of the Security Deposit shall be two (2) times the Monthly Licence Fee quoted in **Contract Schedule 9**.
- 23.3 If the successful Tenderer elects to pay the Security Deposit by way of a bank guarantee, the bank guarantee shall come into effect on or before the Commencement Date unless another date is specified in the Conditional Acceptance of Tender. In the event that another date is so specified, the bank guarantee shall take effect no later than such date. If the successful Tender fails to elect the method of providing the Security Deposit, it will be regarded to have undertaken to pay the Security Deposit to the Government in cash.
- 23.4 The Contract Deposit, whether paid by way of cash (if any is remaining) or banker’s guarantee, shall be returned to the Contractor or released in accordance with **Clause 7.2** of the **Conditions of Contract**.

24. Free Decoration Period

Tenderers should note that there will be a Free Decoration Period for fitting out of the Licence Area and the payment of the Monthly Licence Fee during the Free Decoration Period is set out in **Clause 5.3** of the **Conditions of Contract**. The Contractor’s obligations of fitting out are set out in **Clause 11** of the **Conditions of Contract**.

25. State of Premises

25.1 Tenderers are strongly advised to visit the Licence Area before submitting the tenders and the Contractor shall accept the Licence Area in the state and condition when its possession is given to the Contractor.

25.2 Subject to the due execution of the **Memorandum of Contract**, occupancy of the Licence Area will be given to the Contractor upon commencement of the Contract Period or such other date as specified by the Government in the **Memorandum of Contract**.

26. Tenders of the Unsuccessful Tenderers

A Tender once submitted will become the property of the Government. The Government may destroy all documents submitted by unsuccessful Tenderers within three (3) months after the award of Contract.

27. Costs of Preparation of Tender

Each Tenderer shall submit its tender at its own cost and expense. Neither the Government nor the Government Representative shall be liable for any costs and expenses whatsoever incurred by a Tenderer in connection with the preparation or submission of its tender including all costs and expenses relating to (a) communication or negotiations with the Government; or (b) attending briefings, document inspections, site visits or surveys made by the Tenderer, whether before or after the Tender Closing Date.

28. Contractor's Performance Monitoring

Without prejudice to those provisions in the Conditions of Contract where it is stated that the Contractor's future tender will not be considered under the circumstances specified therein including without limitation **Clause 42.1(k)** of the **Conditions of Contract**, the Contractor's performance under the Contract will be monitored and may be taken into account when its future offers for other tenders/quotation exercises are evaluated.

29. New Information

Each Tenderer should inform the Government Representative in writing immediately of any factor which might affect its ability to meet any requirements of the Tender Documents. The Government Representative reserves the right not to consider a Tenderer's Tender further if the Tenderer's continued ability to meet such requirements is in doubt.

30. Tender Addenda

Should the Government require any amendments to be made to the Tender Documents, the Government will issue to every person who is known to have collected the Tender Documents numbered addenda giving full details of such amendments. Tenderers shall acknowledge receipt of these addenda. These addenda shall form a part of the Tender Documents and shall take priority over the documents previously issued.

31. Disclaimer

31.1 Tenderers shall study all attachments to the Tender Documents (including the **Annexes** and **Contract Schedules**) carefully before submitting their tenders. Tenderers shall note that all information and statistics provided by the Government and the Government Representative in connection with this Invitation to Tender are for reference only.

31.2 Forecast or estimation and all other information, statistics and forecast set out in the Tender Documents or any information or clarification provided from time to time or given at the briefing session (collectively “briefings”), are provided purely for the Tenderer’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 Tender 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.

31.3 To the maximum extent permitted by laws, neither the Government nor the Government Representative accepts any liability or responsibility for:

- (a) any claim, legal proceeding, liability, loss (including any direct or indirect loss, any loss of revenue, profit, business, contract or anticipated saving);
- (b) damage (including any direct, special, indirect or consequential damage of whatsoever nature) or
- (c) any cost or expense, suffered or incurred by any Tenderer arising from the use of, or reliance on, any information, statistics or forecast provided in the Tender 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 Tenderer or do not recoup the investment cost incurred or by any margin.

32. Offering Gratuities

The Tenderer shall not and shall ensure that its officers and employees shall not offer or give any advantage as defined in the Prevention of Bribery Ordinance (Cap. 201) to any public officer or employee of the Government. Any breach of or non-compliance with this Paragraph by the Tenderer shall, without affecting the Tenderer's liability for such breach or non-compliance, invalidate its tender, and if the Contract has been awarded to the Tenderer, the Government Representative shall be entitled to terminate the Contract under **Clause 41** of the **Conditions of Contract**.

33. Authentication of Documents

By submitting a tender in response to the Invitation to Tender, each Tenderer authorises the Government to obtain from:

- (a) any person whose particulars are set out in the tender submitted by the Tenderer, and
- (b) any issuing body of any of the certificates or documentary evidence required in the Tender Documents, all information which the Government considers appropriate and relevant to the evaluation of the tender including information to verify the legitimacy, completeness, authenticity and accuracy of any information or document submitted by the Tenderer. If any consent from any other person is required for the Government to obtain any of the aforesaid information or document, the Tenderer represents that such consent has been duly obtained.

34. Communication with the Government

34.1 All communications given or made by the Government Representative or a Tenderer in relation to the Invitation to Tender shall be in writing and sent or delivered to the other party in the manner provided in **Clause 52** of the **Conditions of Contract**, save that the Government Representative may, by prior notice to a Tenderer, require the Tenderer to send or deliver a written communication by post or facsimile only. The Tenderer should note that the Government Representative will not accept the use of a postal box as the Tenderer's correspondence address for any purpose whether before or after the award of the Contract.

34.2 All communications in relation to the Invitation to Tender shall be conducted directly between the Government Representative and the Tenderer.

35. Tenderer's Enquiries

- 35.1 Any enquiries from Tenderers concerning these Tender Documents up to the date of lodging its tender with the Government Representative shall be in writing and submitted to Manager (Hong Kong Central Library) Booking Services, 10/F., Hong Kong Central Library, 66 Causeway Road, Causeway Bay, Hong Kong or fax to facsimile number (852) 2504 2091.
- 35.2 After lodging the tender with the Government, the Tenderer shall not attempt to initiate any contact, whether direct or indirect, with the Government Representative on its tender or the Tender Documents. The Government Representative shall have the sole right to initiate any such further contact and all such contacts and any replies of the Tenderer thereto shall be in writing or formally documented in writing.
- 35.3 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 potential Tenderer 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 Tenderer or potential Tenderer to rely on such statement. No such statement shall form part of the Tender Documents or alter, negate or constitute a waiver of any provision of the Tender Documents.

36. Tender Briefing Session/Site Visit

- 36.1 Tenderers are invited to attend a tender briefing session cum site visit to be held by the Government Representative on **29 August 2022 (Monday) at 3:00 p.m.** at the **Hong Kong Central Library** before submitting their tenders in order to acquaint themselves with the requirements of the Government Representative.
- 36.2 Each Tenderer may send no more than two (2) representatives to attend the tender briefing session/site visit.
- 36.3 Tenderers are required to fill in the “**Enrolment Form for the Tender Briefing Session/Site Visit – Annex D**” and send it by fax to the Assistant Manager (Hong Kong Central Library) Hiring Services at (852) 2504 2091 on or before **26 August 2022 (Friday)** for registration.

37. Licence to Use the Tender Documents

- 37.1 In consideration of the Government considering its Tender, without prejudice to all other rights and powers of the Government under the Tender Documents (including in particular its right to disclose information in the Tender) and under the Contract and without prejudice to the warranties set out in **Clause 47** of the **Conditions of Contract**, each Tenderer grants and shall upon the demand of the Government at the Tenderer's own cost and expense procure that the lawful owner of the relevant Intellectual Property Rights or its authorised person will grant to each of the Government and the Government Representative, their respective assigns, successors-in-title and authorised users, a royalty-free, non-exclusive, irrevocable, sub-licensable, transferable, worldwide and unrestricted right and licence to use or exercise all or any Intellectual Property Rights subsisting in its Tender (including but not limited to doing any of the acts restricted by copyright under Sections 22 to 29 of the Copyright Ordinance (Cap. 528)) for the purposes of tender evaluation, contract management, record keeping, the disclosure under **Paragraph 19** and for all other purposes incidental thereto or in connection therewith. Such right and licence shall continue to subsist so long as the above Intellectual Property Rights subsist under any applicable law, including the laws of Hong Kong.
- 37.2 The Tenderer shall keep the Government Representative informed in writing of any materials that are subject matters of the licences granted or to be granted to which the Tenderer is not empowered to grant licences pursuant to **Paragraph 37.1** above and any restrictions whatsoever affecting the use thereof.
- 37.3 The Tenderer hereby undertakes to procure at its own costs and expense from the relevant third parties all proper licences, clearances and releases in writing to be granted in favour of the Government, the Government Representative, their respective authorised users, assigns and successors-in-title pursuant to the terms of licence under **Paragraph 37.1**.
- 37.4 The Tenderer hereby irrevocably waives and undertakes to procure at its own costs and expense all authors including its employees, sub-contractors and agents to irrevocably waive all moral rights (whether past, present or future) in all materials comprised in the Tender, such waiver shall operate in favour of the Government, the Government Representative, their respective authorised users, assigns and successors-in-title and shall take effect upon submission of such materials.
- 37.5 The Tenderer shall at its own costs and expense do and execute any further things, documents and materials (or procure that the same be done or executed) as may be required by the Government to give full effect to this **Paragraph 37** and shall provide all such things, documents and materials to the Government within fourteen (14) days of the date of the Government's written request or such longer period as may be agreed by the Government in writing.

37.6 By submitting a tender, the Tenderer represents and warrants that none of the materials comprised in the Tender submitted infringes the Intellectual Property Rights of any person.

37.7 The Tenderer shall indemnify and keep the Government, the Government Representative, their respective assigns, successors-in-title and authorised users fully and effectively indemnified on the terms set out in **Clause 36.2** of the **Conditions of Contract** in the event that the exercise by any of them of the rights set out in **Paragraph 37.1** above infringes or is alleged to infringe the Intellectual Property Rights or any other rights of any person.

38. Warranty against Collusion

38.1 The Tenderer must ensure that the Tender 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 Tendering Certificate** referred to in **Paragraph 38.2** below), regarding, amongst other things, price, tender submission procedure or any terms of the Tender. Bid-rigging is inherently anti-competitive and is considered serious anti-competitive conduct under the Competition Ordinance (Cap. 619). Tenderers who engage in bid-rigging conduct may be liable for the imposition of pecuniary penalties and other sanctions under the Competition Ordinance.

38.2 The Tenderer shall complete and submit to the Government a **Non-collusive Tendering Certificate** (in the form set out in one of the forms titled as such) as part of its Tender.

38.3 In the event that a Tenderer is in breach of any of the representations, warranties and/or undertakings in **Paragraph 38.1** above or in **Non-collusive Tendering Certificate** submitted by it under **Paragraph 38.2** above, the Government shall be entitled to, without compensation to any person or liability on the part of the Government:

- (a) reject the Tenderer's Tender;
- (b) if the Government has accepted the Tender, withdraw its acceptance of the Tenderer's Tender; and
- (c) if the Government has entered into the Contract with the Tenderer, terminate the Contract under **Clause 41.1** of the **Conditions of Contract**.

38.4 By submitting a Tender, a Tenderer 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 **Paragraph 38.1** above or in **Non-collusive Tendering Certificate** submitted by it under **Paragraph 38.2** above.

- 38.5 A breach by a Tenderer of any of the representations, warranties and/or undertakings in **Paragraph 38.1** above or in **Non-collusive Tendering Certificate** submitted by it under **Paragraph 38.2** above may prejudice its future standing as a Government contractor or service provider.
- 38.6 The rights of the Government under **Paragraphs 38.3 to 38.5** above are in addition to and without prejudice to any other rights or remedies available to it against the Tenderer.

39. Complaints About the Tendering Process or Award of the Contract

The tendering process is subject to internal monitoring to ensure that the Contract is awarded properly and fairly. Any Tenderer who feels that its offer has not been fairly evaluated may write to the Director of Leisure and Cultural Services who will personally examine the complaint and refer it to the approving authority/relevant tender boards for consideration if it relates to the tendering system or procedures followed. Tenderers shall lodge the complaint before disposal of documents of unsuccessful Tenderers which shall be within three (3) months upon the award of Contract.

40. Survival

All rights, powers and licences of the Government under the Tender 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 Tender.

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PART 2
CONDITIONS OF CONTRACT

1. Nature of Contract

It is expressly agreed between the contracting parties that this Contract creates no tenancy or lease or any form of legal rights on land whatsoever between the contracting parties except the right to use the Licence Area in accordance with the provisions of the Contract. This Contract is granted to entitle the Contractor to offer Food and Beverages at the Licence Area of the Venue. All rights, powers and claims of the Government may be exercised and enforced by the Government Representative on behalf of the Government.

2. Contract Period

- 2.1 Subject to all rights and powers of the Government under the Contract such as **Clause 2.2** below, and any early termination or extension pursuant to any applicable provisions of the Contract, the Contract Period shall be for a term of thirty-six (36) months, during which the licence is in force, commencing from 23 February 2023 (“Commencement Date”) and inclusive of a Free Decoration Period.
- 2.2 The Government may vary the tentative Commencement Date set out in **Clause 2.1** above (i.e. 23 February 2023) and specify another date to be the Commencement Date in the Memorandum of Contract.
- 2.3 If the total number of accumulated days of suspension or closure of the entire Licence Area under **Clause 24** exceeds thirty (30) days, notwithstanding **Clause 2.1**, the Contract Period will be extended accordingly by the same number of days equivalent to the accumulated period of suspension or closure with the other terms and conditions of the Contract remaining unchanged. Partial closure of some part(s) but not the entire Licence Area will not lead to any extension of the Contract Period.

3. The Obligation to Carry On the Business

- 3.1 Subject to the terms and conditions of the Contract, the Government Representative grants the entitlement to the Contractor to carry on Business at the Licence Area for the supply and sale of Food and Beverages and other food commodities and services as specified in **Contract Schedule 10** in compliance with all terms and conditions set out in the Contract. In consideration of the opportunity being given by the Government for operating the Business at the Licence Area for the Contract Period, the Contractor undertakes to carry on the Business in compliance with all requirements set out in the Contract.

- 3.2 The Government shall be entitled to request at any time and from time to time the Contractor to provide within the Licence Area reception services including but not limited to provision of pre-performance reception, interval drinks for hirers of the hiring facilities of the Venue and the Contractor shall upon such request provide the said services at the time and in the manner set forth in the request (collectively, "Catering Services").
- 3.3 The Contractor shall conduct the Business in a way which shall be commensurate with the services, image, functions and activities of the Venue and to satisfy the reasonable needs of the users of the Venue and its facilities including but not limited to members of the general public, persons attending the functions and activities being held in the Venue as well as visitors to the Venue.
- 3.4 The Contractor shall carry on the Business at the Licence Area throughout the opening hours as set out in **Annex A**, except when otherwise authorised by the Government Representative in writing, and at such additional or alternative opening hours as may be approved or directed by the Government in writing.
- 3.5 Notwithstanding **Clause 3.4** above, the Government may request the Contractor to conduct the Business at the Licence Area outside the normal opening hours of the Venue including Wednesdays when the Venue is normally closed by giving notice to the Contractor two (2) weeks in advance for such arrangement.
- 3.6 The Business shall be operated by the Contractor as the principal and all profits and losses and liabilities arising therefrom shall be for the sole account of the Contractor with no recourse against the Government or the Government Representative.
- 3.7 The Contractor shall start the Business forthwith upon the end of the Free Decoration Period, in any event not later than one (1) month from the Commencement Date of the Contract Period. The Contractor shall as soon as practicable advise the Government Representative the date of commencement of the Business.

4. Conduct of Business

- 4.1 Subject to **Clauses 4.2** and **4.3**, this Contract only entitles the Contractor to conduct the Business at the Licence Area, but not any other area within or outside the Venue or otherwise (unless for the provision of Catering Services as demanded by the Government Representative). The Contractor shall not use, cause, suffer or permit to be used for any purpose whatsoever any part of the Venue other than the Licence Area.
- 4.2 The Contractor shall use the Licence Area as more particularly described and as specified in **Contract Schedule 11** and **Annex C** as the venue for the operation of the Light Refreshment Restaurant, viz, for serving Food and Beverages and other food commodities and services as stipulated in **Contract Schedule 10** for immediate consumption by customers to be seated at such venue or for take-away.

- 4.3 The Contractor shall maintain at the Licence Area for the purpose of the Business an efficient and adequate service of a style, type and quality to the satisfaction of the Government Representative.
- 4.4 The Contractor shall only conduct its Business within the Licence Area. The Contractor shall not use, cause, suffer or permit to be used for any purpose whatsoever any part of the Licence Area for other purpose without the prior written consent of the Government Representative.
- 4.5 The name of the Light Refreshment Restaurant shall be such as the parties hereto may mutually agree, or in default of agreement, as the Government Representative at its absolute discretion may consider reasonable to prescribe, at any time and from time to time. Save and except as permitted or directed by the Government Representative, such name shall not be changed.

5. Payment of Monthly Licence Fee

- 5.1 In consideration for the entitlement to operate the Business at the Licence Area, in respect of each month of the Contract Period (apart from the Free Decoration Period) (starting from the day immediately following the last day of the Free Decoration Period), the Contractor shall pay to the Government Representative in advance a Monthly Licence Fee in the amount as specified in **Contract Schedule 9** (exclusive of rates, Government rent, taxes and all other outgoings payable in respect of the Licence Area, and all costs of utilities incurred in the operation of the Business such as water, waste discharge, and electricity) without any deduction or set-off whatsoever.
- 5.2 Without prejudice to anything to the contrary under this **Clause 5**, the Monthly Licence Fee shall be payable on or before the first (1st) day of each and every month of the Contract Period (apart from the Free Decoration Period) without any deduction or set-off whatsoever except that the Monthly Licence Fee in respect of the second (2nd) month shall have been paid in accordance with **Paragraph 12.2** of the **Terms of Tender**.
- 5.3 In respect of the Free Decoration Period:
- (a) no Monthly Licence Fee shall be payable during the Free Decoration Period, but the Monthly Licence Fee shall be payable immediately on a pro-rata basis upon the Contractor carrying on the Business in whole or in part during the Free Decoration Period up to the end of the originally scheduled Free Decoration Period (where applicable); and
 - (b) without prejudice to the obligation of the Contractor to start the Business no later than one (1) month after the Commencement Date, the Monthly Licence Fee shall be payable as soon as the Free Decoration Period has ended even if the fitting out work continues beyond the Free Decoration Period.

- 5.4 If the Contractor fails to pay a Monthly Licence Fee by the due date specified in the demand note issued by the Government Representative or any other amount payable by the Contractor under the Contract, the Contractor shall pay a surcharge on the Monthly Licence Fee or such other amount calculated at a rate equivalent to the average of the best lending rates from time to time of all of the note-issuing banks in Hong Kong plus two percent (2%) per annum to accrue from the day on which the payment falls due until actual payment in full is made.
- 5.5 No money shall be payable by the Government or the Government Representative to the Contractor or any other person under the Contract. The Contractor shall perform, comply with and observe all provisions of the Contract and its obligations under the Contract at its own costs and expenses regardless of whether it is specifically stated to be the case in the individual provisions of the Contract.
- 5.6 In each of the following cases of (a) to (d), (each a “relevant period”), there shall be adjustment of the Monthly Licence Fee to be arrived at by multiplying the daily rate with the actual number of days of the relevant period (or in the case of any temporary closure, the actual number of days of that month which is unaffected by the temporary closure). The daily rate shall be arrived by dividing the Monthly Licence Fee by the actual number of days in the month in which the relevant period falls:
- (a) If the first (1st) day of the second (2nd) month of the Contract Period does not start on the first (1st) day of a calendar month, this relevant period shall be from its start day to the last day of the calendar month in which it falls, and there shall be adjustment of the Monthly Licence Fee for the second (2nd) month of the Contract Period based on the number of days in relevant period;
 - (b) If the remaining period of the Contract Period after the last complete month is not a complete month, there shall be adjustment of the Monthly Licence Fee for such remaining period;
 - (c) If there is any temporary closure of the whole of the Licence Area under **Clause 24** within a month of the Contract Period, there shall be pro rata adjustment of the Monthly Licence Fee for that month and the relevant period under this scenario shall be those number of days within that month when there is no temporary closure; or
 - (d) If the Free Decoration Period shall be less than one (1) month and the Business shall commence thereafter, the relevant period under this scenario shall be from the date when the Business commences until the last day of the month in which the commencement falls and the Monthly Licence Fee shall be calculated on a pro rata basis.

6. Non-exclusive Right of the Contractor

- 6.1 The Contractor shall have, during the continuance of the Contract Period, but subject always to all rights and powers of the Government Representative under the Contract, the non-exclusive, non-transferable, non-assignable right to access and to occupy the Licence Area for the operation of the Business within the Licence Area in accordance with all requirements and restrictions set out in the Contract and performance of all other obligations under the Contract which are required to be performed at the Licence Area.
- 6.2 The right of access and use as specified in **Clause 6.1**, unless approved otherwise by the Government Representative, will only be limited to the opening hours of the Licence Area as stated in **Clauses 3.4** and **3.5** above.
- 6.3 The Government as the owner of the Licence Area, whether acting through the Government Representative or otherwise, reserves all rights and powers to enter into the Licence Area for any purpose whatsoever without any notice or reference or consent from the Contractor.
- 6.4 Nothing in this Contract shall confer on the Contractor any exclusive right to carry on the Business at the Venue.
- 6.5 Nothing in this Contract shall be regarded as in any way negating, prejudicing or otherwise restricting the right of the Government Representative to authorise any person to supply any food or drink or other catering or hosting services at the Venue. The Contractor is not entitled to claim any compensation or prohibition for whatsoever cause resulting from the grant of the said permissions and authorisations. The Contractor shall continue to carry on its Business on any day covered by such permission if it is not required to suspend its Business.

7. Security Deposit

- 7.1 The Security Deposit, if in the form of cash, shall be retained by the Government, or if in the form of a bank guarantee, shall remain in force, in either case, from the date of the commencement of the Contract Period until the date specified in (a) or (b) or (c) below, whichever is applicable:
- (a) the date falling three (3) months after the expiry or early termination of the Contract Period; or
 - (b) where the entire Security Deposit is wholly forfeited under **Clause 41.1**, the date of termination of the Contract; or

- (c) upon early termination or expiry of the Contract Period, there remain any outstanding obligations and liabilities of the Contractor 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 claim or right of the Government Representative or the Government, 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 the expiry or early termination of the Contract Period.

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

- 7.2 Subject to **Clause 7.5** below, only upon the expiry of the Guarantee Period will the Security Deposit (if in the form of cash and if any is remaining) be refunded to the Contractor without interest; or, if in the form of a bank guarantee, be discharged or released.
- 7.3 The Government Representative shall have the right to deduct from time to time from the Security Deposit in cash or call on the bank guarantee (irrespective of whether or not a demand for payment has been made against the Contractor) any amount due or payable by the Contractor to the Government 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 in its absolute discretion deems fit. The Security Deposit (whether in cash or in the form of the bank guarantee) may be deducted or called on, without the Government first having recourse to any other security or rights or taking any other steps or proceedings against the Contractor 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 Contractor to the Government.
- 7.4 If any deduction is made by the Government from the Security Deposit in cash or a call is made on the bank guarantee during the Guarantee Period, the Contractor shall, within fourteen (14) days on demand in writing by the Government, 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 **Paragraph 23.1** of the **Terms of Tender**.
- 7.5 In the event that this Contract is early terminated under **Clause 41.1**, notwithstanding anything herein to the contrary, the Security Deposit will be wholly forfeited by the Government upon such termination without prejudice to the Government’s claims and demands under the Contract which cannot be satisfied by the Security Deposit.

8. Restriction on Assignment and Sub-contracting

- 8.1 Unless otherwise with the prior written consent of the Government, the Contractor shall not assign, transfer, sub-contract or otherwise dispose of any of its interests, rights, benefits or obligations under the Contract (including without limitation the parting possession of the Licence Area in any manner whatsoever or the sub-contracting of the operation of the Business or any part thereof). The performance of the Contract by the Contractor shall be personal to it.
- 8.2 The Contractor shall remain fully liable and shall not be relieved from any of its obligations hereunder by entering into any sub-contract for the performance of any part of the Contract. The Contractor shall be responsible for all acts, defaults, omissions and neglect of any of its officers, employees, agents, sub-contractors (at whatever tier), and employees and agents of any such sub-contractor as if they were its own.

9. Licence, Permit and/or Certificate

- 9.1 The Contract does not confer any licence, permit, certificate, waiver or exemption which the Contractor is obliged to apply for under all applicable laws and regulations in order to operate the Business in the Licence Area (“Requisite Permits”). Nothing in this Contract shall be construed to fetter any statutory power of any public officer under any Ordinance.
- 9.2 The Contractor shall apply for and successfully obtain a provisional licence to operate the Business at the Licence Area under Section 33C of the Food Business Regulations (Chapter 132X of the Laws of Hong Kong) (“Cap. 132X”) (“Provisional Licence”) before commencement of the Business at the Licence Area.
- 9.3 After having obtained such Provisional Licence for the Light Refreshment Restaurant, the Contractor shall obtain a full licence under Section 31 of Cap. 132X to operate the Business at the Licence Area before the Provisional Licence expires (“Full Licence”) or renew the Provisional Licence once more under Section 33C(4) of Cap. 132X and shall obtain a Full Licence before the renewed Provisional Licence expires. In the event that the Contractor fails to do so, the Government shall be at liberty to terminate the Contract under **Clause 41.1** or suspend the Contract under **Clause 23.1**.
- 9.4 Notwithstanding **Clauses 9.2** and **9.3**, if the Contractor so chooses, it may apply directly for a Full Licence instead of a Provisional Licence provided that it can successfully obtain such Full Licence within one (1) month from the date of commencement of the Contract Period in order that it can commence the Business no later than one (1) month after the date of commencement of the Contract Period. In the event that the Contractor opts to apply for a Full Licence instead of a Provisional Licence but fails to obtain such Full Licence within the aforesaid period, the Government shall be at liberty to terminate the Contract under **Clause 41.1** or suspend the Contract under **Clause 23.1**.

- 9.5 Apart from the Provisional Licence and Full Licence as specified in **Clauses 9.2** and **9.3** or where applicable **Clause 9.4**, the Contractor shall apply for and obtain all other Requisite Permits for the operation of the Business at the Licence Area.
- 9.6 The entitlement to operate the Business at the Licence Area is conditional on the Contractor having obtained all Requisite Permits, and that they remain valid and in force throughout the Contract Period and that the Contractor complies with all conditions and requirements stated therein. A Provisional Licence and/or Full Licence to be obtained under the aforementioned provisions must be for the kind of food business which legally entitles the Contractor to operate the Light Refreshment Restaurant at the Licence Area. Obtaining a Licence for the incorrect kind of food business would be treated as breach of these provisions.
- 9.7 Without affecting the generality of the foregoing, the Contractor shall make no claim of any kind whatsoever against the Government or the Government Representative in the event of the Contractor's failure or inability for any reason to obtain or renew any Requisite Permits.
- 9.8 Without prejudice to other rights and claims of the Government for any failure by the Contractor to commence the Business no later than the beginning of the second (2nd) month of the Contract Period, the Contractor agrees and accepts that there will be no abatement or reduction of the Monthly Licence Fee notwithstanding that the Contractor cannot operate its Business pending the consideration of its applications and issuance or renewal of the Requisite Permits. The non-issuance of any of the Requisite Permits by the relevant authorities does not constitute any ground for the abatement of the Monthly Licence Fee.
- 9.9 The Contractor shall produce copies of all Requisite Permits, including but not limited to the Business Registration Certificate upon demand by the Government Representative.

10. Warranties and Undertakings

- 10.1 The Contractor warrants and undertakes to the Government that: –
- (a) it has the full capacity and authority and all necessary licences, permits and consents to enter into this Contract, to perform all its obligations under this Contract and to operate the Business in the Licence Area in accordance with the terms and conditions of this Contract and any other transactions as provided for or contemplated under this Contract;
 - (b) this Contract constitutes the binding obligations of the Contractor in accordance with its terms;
 - (c) the entry into this Contract, the performance by the Contractor of its obligations under it and the operation of the Business will not conflict with or result in the breach of:

- (i) any provision of the constitutional documents governing the Contractor (including its memorandum (if any) and articles of association);
 - (ii) any contract or arrangement to which the Contractor is a party or by which it is bound;
 - (iii) any order, judgment or decree of any court or government agency to which the Contractor is a party or by which it is bound; or
 - (iv) any applicable laws and regulations.
- (d) it shall comply with and observe all applicable laws and regulations in the operation of the Business at the Licence Area and in the performance of its obligations under this Contract.
- 10.2 (a) The Contractor shall, within fifteen (15) days after the expiry of each calendar month during the continuance of the Contract Period and within fifteen (15) days after the termination or expiry of the Contract, howsoever caused, submit to the Government Representative a statement of accounts in the form as the Government Representative may at its absolute discretion prescribe showing the gross monthly turnover generated from the Business in the Licence Area.
- (b) The Contractor shall keep and maintain proper books and records and all the receipts and appropriate vouchers in respect of the Business including inter alia records of the gross monthly turnover and cause all such books and records to be made up on a monthly basis and retain the same throughout the Contract Period plus three (3) years. The Contractor shall allow such person or persons as may be authorised by the Government at all reasonable times upon prior notice access to all books and records of the Contractor, and if required, to make copies of the same.
- (c) The Contractor shall allow the Government to disclose whenever it considers appropriate or upon request (in writing or otherwise) by any third party all or any information of the Business, including but not limited to releasing information related to the gross monthly turnover and other financial information relating to the Business obtained from the Contractor including disclosure to prospective tenderers for the contract following this contract or any other contract.

11. Fitting Out

- 11.1 The Contractor shall accept the Licence Area and the Government Provisions in the state and condition when possession is given. However, the Government Representative shall make good any defects (whether structural and/or non-structural) of the Licence Area and ensure the Government Provisions specified in **Contract Schedules 11** and **12** are in good working order when possession is given to the Contractor. The Contractor shall be responsible for carrying out necessary alterations and other works at Contractor's own cost in order to suit the proposed usage and relevant licence requirements.
- 11.2 The Contractor warrants and undertakes to perform all of the following: –
- (a) during the Free Decoration Period, to fit out the Licence Area at the Contractor's own cost and expense in accordance with such plans, drawings, specifications and other details as shall have been first submitted to and approved in writing by the Government Representative (including the **Business Plan** set out in **Contract Schedule 3**) in a good and proper workmanlike fashion and in all respects in a style and manner appropriate to the Venue and to maintain the same throughout the Contract Period in good repair and condition to the satisfaction of the Government Representative. For the purposes of fitting-out, the Contractor shall observe and comply with all such procedures and stipulations in accordance with the **Licence Area** in **Contract Schedule 11**. In particular, the Contractor shall be responsible for any fitting out/alteration/maintenance works to the building structure/building elements/building services installations within the Licence Area for the purpose of obtaining relevant Requisite Permits (including the Provisional Licence and the Full Licence) at its own cost and expense;
 - (b) prior to the commencement of any work, to submit to the Government Representative for prior 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 Contractor under **Clause 11.2(a)**. Unless otherwise approved by the Government Representative, these plans, drawings, specifications shall not deviate from the **Business Plan** submitted in **Contract Schedule 3**, but such plan shall equally be subject to the approval of the Government even if the tender containing such plan has been accepted;
 - (c) during the Free Decoration Period, to decorate the Licence Area in a décor approved in advance in writing by the Government Representative and to a standard satisfactory to the Government Representative and to maintain the standard of décor at all times to the Government Representative's satisfaction. The Contractor shall ensure that the design and supervision requirements set out under the Building Ordinance (Chapter 123 of the Laws of Hong Kong) and the subsidiary legislation made thereunder and any amendments thereto are complied with in the design and construction of the works; and

- (d) prior to the commencement of the operation of the Business, to provide sound isolation for the renovation area of the Licence Area to minimise the disturbance to the activities held at the Venue.
- 11.3 The Contractor shall furnish and provide all such equipment, furniture utensil and all other materials of whatsoever nature necessary for the efficient operation of the Business including those facilities as specified in the **Business Plan** and **Marketing and Customer Service Plan** in **Contract Schedules 3** and **4**. All such equipment and furniture and utensil shall be of a design and standard to the satisfaction of the Government.
- 11.4 The Contractor shall perform all work as specified in the Licence Area of **Contract Schedule 11** whether during the Free Decoration Period or otherwise throughout the Contract Period.
- 12. Maintenance and Repair**
- 12.1 The Contractor shall keep and maintain at all times all Government Provisions located at the Licence Area (moveable or immovable) or otherwise from time to time provided to the Contractor for use (if any) in good repair, clean and serviceable condition to the Government's satisfaction. The Contractor shall be responsible for the due and immediate return of all such Government Provisions in good repair, clean and serviceable condition at any time upon request by the Government Representative and/or at the end or sooner termination of the Contract.
- 12.2 The Contractor shall keep and maintain at all times at the expense of the Contractor the Licence Area including the internal face of structural elements such as concrete ceiling/concrete flooring/internal side of external walls, interior plaster or other finishing material to walls, floors, plumbing drainage and ceilings and all fixtures and fittings therein including all interior doors and windows (both interior and exterior), electrical installations and wiring and fire-fighting apparatus in good clean and proper repair condition (fair wear and tear excepted) and as may be appropriate from time to time to paint and decorate the Licence Area.
- 12.3 The Contractor shall repair or replace at the expense of the Contractor all the electrical wiring installations and fittings within the Licence Area and all such electrical wiring installations and fittings of equipment/system belonging to the Contractor, if any, in any other part of the Licence Area if so required by the Government Representative and the relevant authority.
- 12.4 The Contractor shall keep and maintain at all times to the satisfaction of the Government Representative all lavatories and water apparatus of the Licence Area in good repair and clean and serviceable condition (fair wear and tear excepted) and in accordance with all relevant statutory regulations.

- 12.5 The Contractor shall keep and maintain at all times all the equipment and furniture used in the course of carrying the Business in good repair and condition to the Government's satisfaction and to replace the same or any of the same with new ones whenever necessary or when the Government reasonably demands
- 12.6 Except for the fitting-out work and other work expressly required under the Contract, the Contractor shall not make any alteration or addition to the Licence Area or any Government Provisions without the prior permission in writing by the Government and shall not carry out the repairs to the same without first obtaining the prior approval of the Government. If such approval is obtained, the repair works shall be carried out by qualified persons approved by the Government and of a standard acceptable to the Government.
- 12.7 The Contractor shall not make or permit any alteration or addition to the Licence Area or to the electrical wiring installation or to the Government's fixtures and fittings or to install any plant apparatus or machinery therein without having first obtained the written consent of the Government. Any application by the Contractor for the Government's consent under this **Clause 12** shall be accompanied by a plan showing the proposed changes. The Government shall be entitled to prescribe the maximum weight and location of any safe and other heavy equipment and to require that the same stand on supports of such dimensions and material to distribute the weight as the Government may deem necessary.
- 12.8 The Contractor shall be liable to the Government for any damage or loss to the Licence Area or any of the Government Provisions. If the Licence Area or any Government Provisions is found damaged or lost, as the case may be in whatsoever scale and from whatsoever cause while in the occupation or possession or control of the Contractor, the Government or the Government Representative shall be entitled to recover from the Contractor as a debt due to the Government or the Government Representative all losses, liabilities, costs and expenses that it has incurred in the execution of such repair or replacement together with all costs and expenses incurred by the Government and the Government Representative for procuring such repair or replacement service, monitoring such repair or replacement service and in taking all other necessary actions in the light of the Contractor's breach of this **Clause 12**.
- 12.9 The Licence Area and all Government Provisions shall remain the property of the Government and the Government Representative reserves the right to take stock checking of the same at any time and the Contractor shall provide every assistance to the Government Representative for this purpose.

- 12.10 For the avoidance of doubt, the Contractor shall be regarded as the occupier of the Licence Area under the Occupiers Liability Ordinance (Chapter 314 of the Laws of Hong Kong) (“Cap. 314”) during the continuance of the Contract. The Contractor shall indemnify each of the Government and the Government Representative fully from and against everything stated in **Clause 36.2** including claims arising from any incident occurring within the Licence Area which constitutes as a breach by the Contractor of its common duty of care to the visitors of the Licence Area as specified in Section 3 of Cap. 314. To the extent permitted under Cap. 314, neither the Government nor the Government Representative shall be regarded as a landlord, and the Contractor shall not be regarded as a tenant, of the Licence Area under Section 5 of Cap. 314.
- 12.11 The Contractor shall keep proper record showing the details of the maintenance and repairs and shall provide such record to the Government within the time frame specified by the Government upon request.

13. Services

- 13.1 The Contractor shall ensure that during the continuance of this Contract and during the opening hours of the Licence Area, an efficient and adequate supply of Food and Beverages of a style, type and quality to the satisfaction of the Government shall be provided and maintained at the Licence Area. The Contractor shall ensure that the Business operated at the Licence Area meet the reasonable needs of the users of the Venue and its facilities including but not limited to members of the general public, persons attending the functions and activities being held at the Venue and group visitors to the Venue.
- 13.2 The Contractor shall carry out the Business which is commensurate with the services, image, functions and activities of the Venue and to satisfy the needs of the Venue’s core clients including patrons of various ages and styles, hiring facilities users, tourists and library users.
- 13.3 The Contractor shall provide seating accommodation at the Licence Area not in excess of the number permitted by the Government Representative and to comply with the seating layout as approved by the Government Representative and the relevant authority thereof in writing.
- 13.4 The Contractor shall not request or receive any charges for admission to the Licence Area or its surroundings, nor 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 the Government may from time to time approve in writing).
- 13.5 The Contractor shall accept payment for all items sold at the Licence Area by all internationally recognised credit cards.
- 13.6 The Contractor shall ensure that a high standard of customer service is maintained and all staff conducts themselves in a courteous manner to the satisfaction of the Government.

- 13.7 In conducting the Business, the Contractor shall observe and comply with the **Business Plan, Marketing and Customer Service Plan, Hygiene Maintenance Plan, Waste Management Plan and Innovative Suggestions that can Bring Positive Values/Benefits to the Society** as set out in **Contract Schedules 3 to 7** and in the final form as approved by the Government.

14. Other Covenants

In addition to other undertakings, obligations and covenants found in the Contract, the Contractor shall comply with and observe, and shall ensure the compliance with, all of the following:

- (a) not to cause, suffer or permit any floor show or other entertainment whatsoever to be staged at or from the Licence Area without the prior written approval of the Government Representative which approval may be revoked at any time by the Government Representative at its absolute discretion;
- (b) not to use any gramophone, radio, television, loudspeaker, musical instrument or karaoke instrument or similar apparatus or equipment in such a way that the same shall be audible outside the Licence Area;
- (c) not to cause, suffer or permit any smoking whatsoever to take place in or at the Licence Area;
- (d) if the Government Representative so requires, the Contractor shall display in a prominent position at the Licence Area a sufficient number of signs to indicate that smoking is prohibited in the area and such signs shall be of a design and size as approved or prescribed by the Government Representative and shall be maintained at all times by the Contractor in good and legible condition;
- (e) not to cause, suffer or permit any cooking of food, other than boiling of water or heating or re-heating of food, without the approval of the Government Representative nor cause, suffer or permit the preparation, heating or re-heating of food in areas of the Licence Area which are not approved by the Government Representative;
- (f) not to use the Licence Area or any part thereof, or cause, permit or suffer the same to be used, for any illegal or immoral purpose, gambling or any other purpose not permitted under the Contract;
- (g) not to cause, suffer or permit any games to be played at the Licence Area; and
- (h) not to set aside or reserve the whole or any part of the Licence Area for the exclusive use of any person or organisation or for any other purpose or function, save and except where the Government Representative at its absolute discretion may permit or require.

15. Green Measures Relating to Disposable Tableware

- 15.1 The Contractor shall not provide plastic straws for any customers.
- 15.2 The Contractor shall provide reusable tableware for dine-in customers and shall not provide any type or item of disposable cutlery (e.g. stirrer, fork, knife, spoon and chopsticks) and disposable food/drink containers (e.g. cups, bowls, dishes, plates and boxes) for dine-in customers.
- 15.3 The Contractor 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.
- 15.4 If requested by take-away customers, the Contractor 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 Contractor 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 Contractor shall not provide disposable plastic tableware.
- 15.5 **Clauses 15.3** and **15.4** shall also apply to any food/drink not consumed by a dine-in customer which the customer wishes to take away and for this purpose the customer shall be regarded as a take-away customer of the food/drink to be taken away.
- 15.6 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. stirrer, fork, knife, spoon and chopsticks), food/drink containers (e.g. cups, bowls, dishes, plates and boxes) and individually packed wet tissues.
- 15.7 The Contractor shall comply with the requirements and conditions as stipulated in **Clauses 15.1** to **15.6** to the satisfaction of the Government and the decision of the Government as to whether the Contractor has complied with those requirements and conditions to the satisfaction of the Government shall be final, conclusive and binding on the Contractor.
- 15.8 In the event that the Contractor fails to comply with the requirements and conditions as stipulated in **Clauses 15.1** to **15.6** in relation to disposable tableware-free measures to the satisfaction of the Government, without prejudice to any other right or remedy which the Government may have in relation to any breach, non-compliance and non-performance of the conditions of the Contract on the part of the Contractor, the Government shall have the right to institute appropriate actions against the Contractor, including but not limited to applying lower marks in the future assessment of, a tender for this Contract or another contract similar to this Contract, and/or terminate this Contract.

- 15.9 The Contractor may provide disposable plastic tableware when warranted by genuine service/operational needs and with prior approval in writing by the Government under exceptional circumstances, such as delivery of public service in emergency situations (e.g. special/ad-hoc operations, emergency responses) and special operational requirements (e.g. special hygiene measures required during disease outbreaks, prolonged outdoor work).
- 15.10 The Contractor 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.
- 15.11 The Contractor may provide plastic lids for cups and bowls for take-away food or drinks.
- 15.12 The Contractor may provide prepackaged food with disposable tableware not made of poly-foam if cooking or preparation of food is not allowed at the designated Licence Area or at such other areas of the Venue as the Government Representative at its absolute discretion may at any time and from time to time set aside.
- 15.13 The decision of the Government as to whether **Clauses 15.9** to **15.12** apply shall be final, conclusive and binding on the Contractor.

16. Air-conditioning

- 16.1 The Government Representative shall use its best endeavors to provide the Licence Area with central air-conditioned ventilation and to maintain the same in good repair and condition. Provided always that the Government Representative shall in no event whatsoever be held responsible for any failure or interruption of any such central air-conditioning service at the Licence Area from any cause whatsoever or for any damage or loss (direct or indirect) whatsoever caused thereby. Provided further that notwithstanding any failure or interruption as aforesaid, all payments payable under this Contract shall remain payable in full at all times
- 16.2 As more particularly stipulated in the **Licence Area in Contract Schedule 11**, the Contractor may, at its own cost, install separate/ additional air-conditioning system at the Licence Area. All electricity supplied to such air-conditioning system shall be separately metered by meters separately arranged by the Contractor with the power company as user. The Contractor shall comply with the directions and instructions of the Government Representative regarding installation and shall at its own expense be responsible for their periodic inspection, maintenance and repair and for the replacement of defective wiring and the Contractor shall be strictly liable for any damage caused by the installation, operation or removal of such units. Provided that in the event of undue noise, vibration, heat or dripping of water being caused or generated by any air-conditioning units installed hereunder, the Government Representative may require the Contractor to remove or replace such installations forthwith and to make good any loss or damage caused to the Licence Area or the Venue.

17. Premises Hygiene, Food Hygiene and Safety

- 17.1 The Contractor shall not keep or permit or suffer to be kept in the Licence Area or any part thereof any animals or pets, and shall take all such steps and precautions to the reasonable satisfaction of the Government to prevent the Licence Area or any part thereof from becoming infested by any pests or vermin.
- 17.2 The Contractor shall not do, or cause or suffer or permit to be done, any act or thing whereby the policy or policies of insurance in respect of the premises of which the Licence Area forms part against damage by fire or liability to third parties for the time being subsisting may become void or voidable or whereby the rate of premium or premiums thereon may be increased, and shall repay to the Government on demand all sums paid by the Government by way of increased premium or premiums thereon and all expenses incurred by the Government in and about any renewal of such policy or policies rendered necessary by a breach of this sub-clause.
- 17.3 The Contractor shall take all reasonable precautions to protect the Licence Area from damage by fire, storm, typhoon or the like and shall install and provide suitable equipment and systems and so on to protect the Licence Area and Government Provisions from any such damage, and pay all fees and charges in connection herewith. All other proposed installations, be it permanent or temporary, shall be approved by the Government previously in writing and the works shall be carried out according to the agreed schedule as well as to the satisfaction of the Government. Such installation shall thereupon become the property of the Government free of any costs or charges. The Contractor shall be responsible for maintaining and repairing such installation in safe and proper condition at its own expense as well as to remove the same should the Government so direct.
- 17.4 The Contractor shall assume full responsibility for the safety of all operations and methods of operations.
- 17.5 The Contractor shall be responsible for the safety of any vehicle which it uses or brings alongside or onto the Venue and it shall indemnify each of the Government and the Government Representative from and against everything specified in **Clause 36.2** arising from the use of such vehicles.
- 17.6 The Contractor shall provide and maintain at all times proper 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 at the Licence Area.
- 17.7 The Contractor shall keep all articles of food and beverages stored or offered for sale at the Licence Area effectively protected against flies, cockroaches, vermin, dust and dirt.
- 17.8 The Contractor shall not sell or offer for sale any liquid refreshment other than in sterile drink cups or in the original containers supplied by the manufacturers of such refreshment.

- 17.9 The Contractor shall cleanse and immerse crockery, cutlery and utensils used in the preparation or serving of food and beverages in boiling water for no less than one (1) minute and dry the same by evaporation before each use, and store the same in vermin-proof and dust-proof cupboards when not in use.

18. Outgoings

- 18.1 The Contractor shall pay all the installation costs and costs and deposits of electricity, gas, fuel, sewage services, telephones and water consumed at the Licence Area (including but not limited to electricity charges for electricity consumed by air-conditioning equipment and any other equipment, machinery and installation whatsoever installed in the Licence Area under **Clause 16.2** or otherwise but excluding air-condition ventilation made available to the Licence Area under **Clause 16.1**). The Contractor must at its cost arrange the relevant utility companies to install separate meters in its own name for measurement of the utilities consumed by the Contractor and settle the charges, deposits and installation charges directly with the utility companies.
- 18.2 The Contractor shall pay all rates, Government rent, taxes, fees, charges and outgoings whatsoever now or hereinafter payable in respect of the Licence Area and its Business throughout the Contract Period including the Free Decoration Period or the period or periods of suspension of Business due to whatsoever reasons.
- 18.3 The Contractor shall pay and discharge all outgoings and expenditure whatsoever which may be incurred by the Contractor arising from or in respect of or otherwise howsoever in connection with the Business.

19. Cleansing, Collection and Disposal of Refuse and Litter

- 19.1 The Contractor shall maintain to the satisfaction of the Government the Licence Area and its immediate vicinity in a clean, tidy and serviceable condition. If the Government in its reasonable opinion considers that the Contractor has failed to satisfactorily clean and service the Licence Area or any part thereof, the Government may give written notice to the Contractor to carry out within twenty-four (24) hours or such longer period as the Government in its reasonable opinion may allow the necessary cleaning and servicing works at the Licence Area. In the event that the Contractor fails to carry out the works as directed, the Government may without further notice suspend the right of the Contractor to carry out the Business at the Licence Area under **Clause 23.1** in order to cause the Licence Area and its immediate vicinity to be cleaned and serviced and the Contractor shall pay the costs thereof to the Government on demand and shall remain liable to pay the Monthly Licence Fee to the Government without any deduction.
- 19.2 The Contractor shall provide and keep in good and hygienic condition dustbins in such numbers and of such a type as shall be approved by the Government and shall collect all refuse and litter therein.

- 19.3 The Contractor shall comply with the latest Municipal Solid Waste Charging Scheme (information of which can be found at the Government website at <https://www.mswcharging.gov.hk/?lang=en>). The Contractor shall arrange at least once every day or at a frequency as prescribed by the Government at any time and from time to time for the removal and disposal of all refuse and litter collected in the course of the Business, or which is otherwise deposited by customers of the Business. Such refuse and litter shall be collected in polyethylene bags, or in any other containers approved by the Government (or if the Municipal Solid Waste Charging Scheme has come into operation, the designated bags required by the Scheme which shall be procured by the Contractor at its own cost) and shall be properly disposed of at least once every day to such a refuse collection point inside or outside the Licence Area nominated by the Government at any time and from time to time in such manner as approved or prescribed by the Government. Cost related to the above Charging Scheme should be borne by the Contractor.
- 19.4 The Contractor shall arrange cleaning of the refuse collection point and all passage ways leading from the Licence Area to the refuse collection point on daily regular basis or at a frequency as prescribed by the Government.
- 19.5 The Contractor shall carry out cleansing and clearing of all grease traps in the Licence Area for which the Contractor is liable on, at least, a daily basis and of all the drainage and sewerage pipes in the Licence Area for which the Contractor is liable at frequent intervals to the Government's reasonable satisfaction to prevent choking and blockage of the installations. Where the Government reasonably considers that hot or warm effluent may congeal and cause blockage within the drainage system, the Contractor shall forthwith on demand by the Government undertake at its own expense either an emulsifying or a neutralising effect by using such equipment or by employing such cleaning agent as may be approved or prescribed by the Government.
- 19.6 The Contractor shall thoroughly clean the food preparation room and other permitted food preparation areas, at least, on a daily basis, and at least twice a year employ a specialist cleaning contractor as may be approved or prescribed by the Government Representative to deep clean the kitchen exhaust and ventilation systems in the Licence Area to the satisfaction of the Government.
- 19.7 The Contractor shall take all reasonable steps to prevent the accumulation of any stains, dirt, grease or other matter discharged from the Licence Area through the kitchen exhaust or ventilation system on any part of the exterior of the Venue and in the event of such stains, dirt, grease or other matter accumulating on any part including but not limited to the external wall, the Contractor shall at such regular intervals as may be approved or prescribed by the Government undertake the cleaning of such parts to the satisfaction of the Government using a contractor approved or prescribed by the Government.

- 19.8 In the event of failure to comply with this **Clause 19**, the Contractor shall pay the Government on demand the costs and expenses incurred by the Government if the removal and disposal of such refuse and litter is being carried out by the Government or in cleansing and clearing any of the drains, sewers, grease traps, exhaust and ventilation systems choked or blocked due to the act, default or negligence of the Contractor.
- 19.9 At the sole cost of the Contractor, the Contractor shall employ or use only such cleaner or cleaning agent within the Licence Area as the Government shall approve or prescribe, provided always that such approval may be withdrawn by the Government upon notifying the Contractor that it has reasonable grounds for such withdrawal.

20. Water Supply and Electricity Supply

- 20.1 The Contractor shall at its own expense install and provide all necessary water supply required for its Business and pay all fees and charges in connection herewith.
- 20.2 All installation of tubing and piping, and all other water supply works, be it permanent or temporary, shall be approved by the Government previously in writing and the works shall be carried out by qualified personnel approved in writing by and to the satisfaction of the Government, and such installation shall thereupon become the property of the Government free of any costs and charges. The Contractor shall be responsible for maintaining and repairing such installation at its own expense as well as removing the same should the Government so direct.
- 20.3 The Contractor shall ensure all water pipe installation of the cooking equipment will interface with the approved water supply plan by Water Supplies Department (“WSD”). Separate application to WSD might be required for any cooking apparatus which involved connection to the main water supply system of the Venue, to ensure no contamination to the system will be affected.
- 20.4 The Contractor, if so permitted by the Government, may consume electricity from supply points which are available at the Licence Area to operate its Business as more particularly specified in the **Licence Area in Contract Schedule 11**. All consumption of electricity from such supply points must be separately metered by the Contractor applying for the meters from the power company. The Contractor shall pay all deposits, fees and charges in connection therewith. The Contractor shall maintain, repair and replace the electrical wiring or cables or apparatuses associated therewith in or serving the Licence Area in safe and proper condition and to comply in all respects with the Electricity Ordinance (Chapter 406 of the Laws of Hong Kong) and its subsidiary legislations and/or the Government Representatives with respect to the utilities.

20.5 Any installation, alteration and addition of wiring and lighting fittings to the existing Government provisions, and all other electrical works, be it permanent or temporary, shall be approved by the Government previously in writing and the works shall be carried out by a Registered Electrical Contractor (REC)/Registered Electrical Worker (REW) registered under the Electricity (Registration) Regulations (Chapter 406D of the Laws of Hong Kong) and to the satisfaction of the Government. The Contractor shall be responsible for maintaining and repairing such fittings at its own expense as well as removing the same should the Government so direct. A copy of the Work Completion Certificate (WR1) attached with schematics and test reports should be submitted to Government for retention.

21. On-site Personnel

21.1 In deploying staff for operating the Business, the Contractor shall comply with the details of staffing structure and staff training in **Contract Schedule 3** to the extent as accepted by the Government.

21.2 The Contractor shall require all persons employed or appointed to work at the Licence Area (whether by the Contractor or by any of its sub-contractors of whatever tier) (collectively, "On-site Personnel") to submit to such medical examinations at such places and times as may be prescribed by a registered medical practitioner. Any person found by the medical practitioner to be likely to spread a communicable disease shall not be allowed to work at the Licence Area.

21.3 The Contractor shall ensure that its managerial or supervisory staff shall be in attendance at the Licence Area at all times to supervise On-site Personnel.

21.4 The Contractor shall be responsible for the good conduct of all On-site Personnel while they are at the Licence Area or any other parts of the Venue, and shall ensure that they will behave accordingly.

21.5 The Government shall be entitled to demand on reasonable grounds, including but not limited to medical, security and disciplinary grounds, the removal or replacement of any member of On-site Personnel.

21.6 The Government shall be entitled to refuse to admit to the Licence Area or any part thereof any member of On-site Personnel, whose admission will be, in the reasonable opinion of the Government, undesirable.

21.7 Any removal demanded or refusal made under **Clauses 21.5** and **21.6** shall not be construed as a breach of the Contract by the Government and the Contractor shall continue to carry out its obligations under the Contract.

- 21.8 The Government shall in no circumstances be liable either to the Contractor or any of its sub-contractors or any member of On-site Personnel in respect of any liabilities, losses or damages occasioned by such removal demanded or refusal made as stipulated in **Clauses 21.5** and **21.6** and the Contractor shall fully indemnify the Government against everything stated in **Clause 36.2** arising from any such removal or refusal.
- 21.9 The Contractor shall provide a sufficient quantity of clean uniforms with clear identifications of its Business and of a type approved by the Government for the use of all On-site Personnel.
- 21.10 The Contractor shall provide lockers for the staff to store their clothing and personal effects and not allow personal effects such as clothing, footwear, luggage, umbrellas and other articles to be stored or left in any other places inside or outside the Licence Area.
- 21.11 The Contractor shall ensure that at all times when On-site Personnel are at work or on duty at the Licence Area they shall wear such clothes and uniforms in a clean and tidy manner.
- 21.12 The Contractor shall ensure that all On-site Personnel shall keep to such parts of the Licence Area as are necessary for the due discharge of the Contractor's obligations under the Contract.
- 21.13 The Contractor shall maintain a proper current and accurate record of all On-site Personnel for conducting the Business. Such record shall include the name, the Hong Kong Identity Card number and a photograph of such On-site Personnel and shall be produced for inspection by the Government on request. All personal data submitted by the Contractor will be used by the Government for the purpose of this Contract only.
- 21.14 The Contractor shall comply with the Employment Ordinance (Chapter 57 of the Laws of Hong Kong). Without prejudice to any other rights or remedies which the Government has or may have against the Contractor, the Government may terminate the Contract under **Clause 41.1(g)** if the Contractor is convicted of any offence under the Employment Ordinance (Chapter 57 of the Laws of Hong Kong).
- 21.15 The Contractor shall comply with the Minimum Wage Ordinance (Chapter 608 of the Laws of Hong Kong). Without prejudice to any other rights or remedies which the Government has or may have against the Contractor, the Government may terminate the Contract under **Clause 41.1(g)** if the Contractor is convicted of any offence under the Minimum Wage Ordinance (Chapter 608 of the Laws of Hong Kong).

- 21.16 The Contractor shall comply with the Employees' Compensation Ordinance (Chapter 282 of the Laws of Hong Kong). Without prejudice to any other rights or remedies which the Government has or may have against the Contractor, the Government may terminate the Contract under **Clause 41.1(g)** if the Contractor is convicted of any offence under the Employees' Compensation Ordinance (Chapter 282 of the Laws of Hong Kong).
- 21.17 The Contractor shall comply with the Immigration Ordinance (Chapter 115 of the Laws of Hong Kong). If the Contractor is convicted of an offence under the Immigration Ordinance (Chapter 115 of the Laws of Hong Kong) for employing a person who is not lawfully employable in the Hong Kong Special Administrative Region, or is convicted of an offence for aiding and abetting another person to breach his condition of stay, without prejudice to any other rights or remedies which the Government has or may have against the Contractor, the Government may terminate the Contract under **Clause 41.1(g)**.
- 21.18 The Contractor shall comply with the requirements of the Occupational Safety and Health Ordinance (Chapter 509 of the Laws of Hong Kong), and any other legislation pertaining to the health and safety of its own staff, the employees or agents of the Government and/or the Government Representative and any other parties who may be affected by the Contractor's operation of its Business and provision of the Optional Services (if any). Without prejudice to any other rights or remedies which the Government has or may have against the Contractor, the Government may terminate the Contract under **Clause 41.1(g)** if the Contractor is convicted of any offence under the Occupational Safety and Health Ordinance (Chapter 509 of the Laws of Hong Kong).
- 21.19 The Contractor shall comply with the Mandatory Provident Fund Schemes Ordinance (Chapter 485 of the Laws of Hong Kong). Without prejudice to any other rights or remedies which the Government has or may have against the Contractor, the Government may terminate the Contract under **Clause 41.1(g)** if the Contractor is convicted of any offence under the Mandatory Provident Fund Schemes Ordinance (Chapter 485 of the Laws of Hong Kong).
- 21.20 Any conviction mentioned in **Clauses 21.15 to 21.19** or any other provision of this Contract does not have to relate to this Contract. The conviction of a related person (as defined in **Paragraphs 17.7 and 17.8** of the **Terms of Tender**) or officer of the Contractor or any person being such officer during any part of the Contract Period may also be taken as the conviction of the Contractor and gives the same rights and remedies including the power to terminate under **Clause 41.1(g)**.

22. 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 Contractor shall comply with all such orders, arrangements or regulations as may be issued by the Government. The Contractor shall comply with any instructions issued by the Government regarding measures to be adopted to prevent or control diseases of any kind.

23. Suspension of the Business

- 23.1 In the event that the Contractor is in breach of any term and condition of the Contract, the Government shall be entitled to suspend the Contractor's right to carry on the Business at the Licence Area ("Suspension for Default", and the Light Refreshment Restaurant affected by the Suspension for Default is "Suspended Business") by notice in writing to the Contractor for a period as specified in such notice and the Suspension for Default may take place on the next day following from the date of such notice at the earliest or such other date as specified in the notice. Without prejudice to the generality of the foregoing, the Government may suspend the Contractor's right to carry on the Business at the Licence Area upon the default of the Contractor as mentioned in **Clause 19.1** or **Clause 33.2** or the failure of the Contractor to obtain the Requisite Permits as mentioned in **Clause 9.3** or **Clause 9.4** where applicable.
- 23.2 Upon a Suspension for Default, the Contractor shall have no right to operate the Suspended Business at the Licence Area during the period of such Suspension for Default. The Contractor shall remain liable to pay the Monthly Licence Fee of the Light Refreshment Restaurant in respect of the period of Suspension for Default and perform and observe all other obligations under the Contract.
- 23.3 In the event that any default leading to the Suspension for Default has been remedied to the satisfaction of the Government, the Government may cancel the Suspension for Default by notice in writing to the Contractor ("Notice of Resumption"). Upon receipt of such notice, the Contractor shall resume the Suspended Business at the Licence Area by such date as specified in the Notice of Resumption. The Contract Period will not however be correspondingly extended due to any suspension under **Clause 23.1**.
- 23.4 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 Contractor arising out of or in relation to any Suspension for Default under **Clause 23.1**.

24. Closure of the Licence Area

- 24.1 Without prejudice to the rights and powers of the Government (including under **Clause 23** to effect a Suspension for Default), the Government may require a temporary closure of the Licence Area or any part thereof for any operational or other reason (including any of the reasons as specified in **Clause 24.2**) which is otherwise than due to any default of the Contractor by giving not less than seven (7) days' notice to the Contractor specifying the period of the temporary closure. The Contract Period may or may not be correspondingly extended after the temporary closure in accordance with **Clause 2.3** depending on whether the temporary closure affects the entire Licence Area or just parts thereof. In the event of former, the Contract Period may be extended in accordance with **Clause 2.3** but not in the case of latter.
- 24.2 Without prejudice to the generality of **Clause 24.1**, the Government reserves the right to require a temporary closure of the Licence Area in whole or in part, by reason of fire or storm or damage or spread of epidemic as mentioned in **Clause 22** (not being the result of wilful default or misconduct or negligence of the Contractor, 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 Contract Period. The renovation of other parts of the Venue shall not entitle the Contractor to claim or request temporary closure of the Licence Area or deduction of the Monthly Licence Fee.
- 24.3 Where the demand of such closure or suspension of the Business by the Government is due to any repair or maintenance or building modification, notwithstanding **Clause 24.1**, the Government will give the Contractor at least one (1) month's prior notice before the commencement date of such closure and suspension, if it is practicable in the circumstances.
- 24.4 During the period of temporary closure of the entire Licence Area for seven (7) days or more (but not otherwise), no Monthly Licence Fee shall be payable in respect of such period, and there shall be a pro rata deduction of the Monthly Licence Fee as stated in **Contract Schedule 9**, based on the number of days of temporary closure and based on the calculation as stated in **Clause 5.6**. In the event that there is only temporary closure of part(s) of the Licence Area designated for the operation of the Light Refreshment Restaurant, the Contractor should pay the Monthly Licence Fee in full as stated in **Contract Schedule 9**. The Monthly Licence Fee shall continue to be payable in the event of temporary closure of the back office of the Licence Area.
- 24.5 Upon any temporary closure of the entire Licence Area pursuant to this **Clause 24**, the Contractor shall cease carrying on the Business at the Licence Area for so long as the temporary closure continues.

- 24.6 Subject to **Clauses 24.1 and 24.4**, 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 Contractor arising out of or in relation to any temporary closure or cessation of the Business under this **Clause 24**.
- 24.7 Notwithstanding anything herein to the contrary, the Government reserves the right to give less than seven (7) days' notice for urgent closure due to emergency events which are beyond its reasonable control.
- 24.8 For the avoidance of doubt, temporary closure of the Licence Area or any part thereof for a period of less seven (7) days will not entitle the Contractor to claim any deduction from the Monthly Licence Fee.

25. Stock and Sale of Food Commodities

- 25.1 The Contractor only has the right to sell Food and Beverages at the Licence Area. Without prejudice to the generality of the foregoing, unless otherwise specified in the Contract, the Contractor shall stock in sufficient quantities and sell the Food and Beverages as stipulated in **Contract Schedule 10** to the extent as accepted by the Government and such other food and beverages from time to time approved by the Government of a standard to the satisfaction of the Government.
- 25.2 Any food or beverage or any other goods or service to be sold at the Light Refreshment Restaurant not belonging the style of the Light Refreshment Restaurant may only be sold after obtaining the prior written approval of the Government. Any deduction of items from the Food and Beverages may only be made after obtaining the prior written approval of the Government.
- 25.3 The Contractor shall only sell the food and beverages consistent with the style of the Light Refreshment Restaurant as stipulated in **Contract Schedule 10**. Subject to the foregoing, and observation and compliance with all other requirements in the Contract, the Contractor will nonetheless be allowed, according to market demand, to introduce new items of food or beverages which are consistent with the style of the Light Refreshment Restaurant without the need for obtaining the prior written approval of the Government Representative.
- 25.4 The Contractor shall not sell drinking water in plastic bottles measuring one (1) litre (L) or less at the Licence Area and shall comply with the Government's latest policies on this issue during the Contract Period.
- 25.5 The Contractor shall provide to customers upon request receipts for any food and beverage sold at the Licence Area.

- 25.6 Notwithstanding the prior approval of any items appearing in **Contract Schedule 10** or other prior approval from time to time, the Contractor shall remove forthwith from display and not sell or continue to sell, stock or display at or from the Licence Area any food, beverage or services or any other items whatsoever used or provided in or from the Licence Area or in connection with the performance of this Contract:
- (a) to which the Government Representative has notified its objection to the Contractor as being inconsistent with the objectives of the Business or the objectives or images of the Venue or the Government; or
 - (b) in respect of of which there is any claim for or allegation of infringement of Intellectual Property Rights or other rights of any person; or
 - (c) which consists of or contains any materials that infringe or may infringe the Intellectual Property Rights or other rights of any person.

And neither the Government nor the Government Representative shall be liable for any costs, losses, expenses, damages or liabilities of whatsoever nature suffered or incurred by the Contractor as a result of such suspension from sale or removal of items concerned.

- 25.7 The Contractor shall not stock, sell or provide at the Licence Area any alcoholic products, cigarettes, cigars or tobacco products whatsoever. The Contractor shall obtain such necessary licence or permit as is required under the Dutiable Commodities Ordinance (Chapter 109 of the Laws of Hong Kong) for sale of alcoholic liquor, if such permission for sale is given by the Government Representative.
- 25.8 The Government Representative reserves the right to question the price of any item for sale at the Licence Area at any time and the Contractor shall provide justification for the price being charged.
- 25.9 The Contractor shall submit to the Government for information the menu containing a list of all items sold at the Licence Area together with their prices to be supplied and sold at the Licence Area not less than seven (7) days prior to their coming into force.
- 25.10 The Contractor shall abide by any directions as to the quality of the Food and Beverages sold or offered for sale at the Licence Area as may be given by the Hong Kong Consumer Council.

26. Display of Commodity Prices

- 26.1 The Contractor shall prominently display at all times the prices of the authorised food and beverage and services in respect of the Business at the Light Refreshment Restaurant. The displays must be in both Chinese and English and shall be put up in such form, manner and at such locations as shall be approved or prescribed by the Government Representative.

- 26.2 In the case of goods which have a wholesaler or manufacturer recommended Hong Kong retail price, a price not higher than that price shall be adopted and where such prices are stated in foreign currencies, the Contractor shall make available for inspection the Hong Kong Dollar exchange rates applied by the Contractor to the currencies concerned to any customer who so requests, and notify the Government of any changes to the said exchange rates. Where no recommended Hong Kong retail price is available, the goods will be sold at not more than the prices normally charged at any of the Contractor's other Hong Kong retail outlets, or in the case where such goods are not sold by the Contractor at its other retail outlets, within the range of prices charged in similar types of retail outlets in Hong Kong.
- 26.3 The Government Representative reserves the right to question the price of any item for sale at the Licence Area at any time and the Contractor shall provide justification for the price being charged.

27. Erection of Structure

- 27.1 The Contractor shall not allow or permit any structure to be erected at the Licence Area and its immediate vicinity except those stipulated in **Clause 26.1** and apart from signboard(s) bearing the trade name(s) for the Business in both English and Chinese which has been approved in writing by the Government.
- 27.2 The number, size and location of, and the ways of erecting, the signboard(s) stipulated in **Clause 27.1** shall be those approved by the Government in writing.

28. Store of Dangerous Goods and Prohibited Goods

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

29. Fire Precautions

- 29.1 The Contractor shall provide and maintain in proper and serviceable condition fire-fighting equipment to the satisfaction of the Government and comply with any direction issued by the Government or the Director of Fire Services in connection with the Licence Area.
- 29.2 The Contractor shall only use electricity as fuel to heat or cook food or boil water in the Licence Area. No naked flame is permitted in the Licence Area.

30. Admission of Contractor Personnel to Government Premises

- 30.1 Upon request from time to time by the Government, the Contractor shall provide to the Government a list of the names, posts, staff identity card numbers, addresses and telephone numbers of all Contractor's employees, agents, sub-contractors and those employees and agents of the aforementioned sub-contractors (collectively "Relevant Personnel") who may at any time require admission on behalf of the Contractor to any premises occupied by the Government for the purposes of the Contract if so required by the Government Representative, and in that event such list shall specify the capacities in which those persons are employed by or connected with the Contractor and shall contain such other particulars as the Government Representative may reasonably require.
- 30.2 The Contractor shall ensure that while any of the Relevant Personnel is on the Government's premises they will conform to the Government's normal codes of staff and security practice.
- 30.3 The Contractor shall require all Relevant Personnel, save for those exempted, to present vaccination record showing dosage(s) complying with such dosage schedule requirements set out in the Vaccine Pass website prior to their entry into indoor government premises which are their places of work, or for work-related purposes (including for meetings and for fulfillment of duties). The number of vaccine doses required may be revised by prior written notice throughout publication on the aforesaid website.
- 30.4 Exemption from the requirement to present vaccination record will be granted to (a) those who are medically unfit for COVID-19 vaccination as supported by a valid medical certificate; and (b) pregnant staff with prior exemption to be granted by the Government on a case-by-case basis. The exempted categories of Relevant Personnel mentioned in this **Clause 30** may be revised by prior written notice from the Government to the Contractor.
- 30.5 For the purpose of **Clauses 30.3** and **30.4**, the Contractor shall comply with the entry requirement of Government premises, implementation approaches, requirement on the vaccination record and other relevant documentations to be presented, consequence of non-compliance, maintenance and updating of the register of vaccination status, and all other necessary requirements as determined by the Government by prior written notice from the Government to the Contractor.
- 30.6 The Contractor shall ensure that the Relevant Personnel will have given consent to the Contractor to pass the personal data in relation to **Clauses 30.3** and **30.4** above to authorised persons of the Government for the purposes of the provisions of this **Clause 30** and other provisions of the Contract.
- 30.7 The Government Representative reserves the right to refuse to admit to the Government premises any person, whose admission would be, in the reasonable opinion of the Government Representative, undesirable.

30.8 In the event that the Contractor fails to comply with this **Clause 30** and it is determined that such failure is prejudicial to the interests of the Government, the Government Representative may thereupon terminate the Contract forthwith pursuant to **Clause 41**.

31. Watchman

31.1 The Contractor shall not allow any person including but not limited to any watchman to remain at the Licence Area overnight without the prior permission in writing by the Government. The Contractor shall immediately remove such person from the Licence Area if the Government notifies the Contractor in writing of the withdrawal of its approval for such person to stay overnight in the Licence Area.

31.2 The Contractor shall ensure that each of the watchmen possesses a valid security personnel permit issued under the Security and Guarding Services Ordinance (Chapter 460 of the Laws of Hong Kong) and submit to the Government Representative for prior written approval the name and Hong Kong Identity Card number of such watchmen to the Government for prior written approval.

32. Access

Whilst the Government Representative has no obligation to do so, the Contractor shall permit the Government Representative or any of its servants or agents with or without workmen at all reasonable times to enter upon the Licence Area or any part thereof to carry out repairs and works thereto and to any fixtures, fittings, installations and equipment whatsoever therein owned by either the Government Representative or the Government and to view the condition and state of repair thereof.

33. Inconvenience or Annoyance Caused at the Venue

33.1 The Contractor shall ensure that the On-site Personnel, suppliers, and permitted sub-contractors 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.

33.2 The Contractor shall not do anything in or upon the Licence Area or any part of the Venue or in the immediate vicinity thereof which may be or become a nuisance or annoyance (including but not limited to the making of excessive noise or sound) or cause damage or inconvenience or discomfort to the users of the Venue, the Government, its employees or agents working at the Venue. The Government shall be entitled to suspend the Contractor's right to carry on the Business at the Licence Area under **Clause 23.1** for non-compliance with this **Clause 33.2** for so long as the nuisance or annoyance or damage or inconvenience or discomfort continues.

33.3 The Contractor shall not place or leave, or cause, 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 Licence 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 33.3** and without prejudice to any other rights and remedies which the Government 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 Contractor to seize and dispose of any such property in such manner as the Government Representative may see fit without any liabilities whether towards the Contractor or any person otherwise and the Contractor shall pay the Government on demand all the costs in relation with such removal and/or disposal which are incurred by the Government Representative.

34. Inspection and Rejection

34.1 The performance of any obligation by the Contractor of this Contract including the supply of food and beverages provided at the Licence Area shall be subject to inspection by the Government Representative at any time.

34.2 Without prejudice to any other rights provided under the Contract, the Inspection Officer or the Government Representative may reject any action undertaken by the Contractor (which action is purportedly for the compliance or observance of any term or condition of the Contract) or the result of such action which does not strictly conform to the terms and conditions of the Contract, including any action that may constitute as non-compliance with any condition stated in Requisite Permits or will lead to revocation of any of such Requisite Permits.

34.3 Within twenty-four (24) hours (or such longer times as maybe notified by the Government Representative) of being notified in writing of the rejection of any action undertaken by the Contractor or the result of such action, the Contractor shall take necessary action to rectify such rejected action or the result of such action to the satisfaction of the Government Representative.

34.4 If the Contractor shall fail to rectify such rejected action or result of action within a period specified by the Government Representative, the Government may, but it is not obliged, 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 Contractor forthwith on demand or otherwise in accordance with the express provisions applicable to the relevant failure. The normal working hours for the staff of the Government are, with the exception of public holidays, from 9:00 a.m. to 5:30 p.m. from Mondays to Fridays. In addition to the administrative costs recoverable from the Contractor for performing any such work within the normal working hours, if any work is carried out by the staff of the Government outside these normal working hours, the Contractor shall also be responsible for the overtime remuneration, subsistence allowances and traveling expenses of such staff.

35. Contractor's Act and Default

Any act, default, neglect or omission of any officer, employee, agent or sub-contractor (of whatever tier) of the Contractor, or those officers, employees or agents of such sub-contractors, or any patron or visitor of the Licence Area (collectively "Contractor Responsible Group"), shall be deemed to be the act, default, neglect or omission of the Contractor and the Contractor shall be responsible for it as if it were its own.

36. Liability and Indemnity

36.1 Neither the Government, the Government Representative nor any of the public officers, employees or agents of the Government shall be under any liability whatsoever for or in respect of:

(a) any loss of or damage to any of the Contractor's property or the property of any member of the Contractor Responsible Group however caused (save in the case it is caused by the gross negligence or wilful default of the Government); or

(b) any injury to or death of the Contractor (in the case where the Contractor is a natural person) or any member of the Contractor Responsible Group, save and except any such injury or death caused by the Negligence of the Government or any of its employees or agents (in the course of their employment).

36.2 Without prejudice to any other provisions of the Contract, the Contractor shall indemnify and keep each of the Government, the Government Representative, their respective assigns, successors-in-title and the public officers of the Government (each an "Indemnified Person") fully and effectively indemnified from and against:

- (a) all and any claims, actions, investigations, demands, proceedings, or judgments, joint or several, threatened, brought or instituted by any person against an Indemnified Person (whether or not successful, compromised, settled, withdrawn or discontinued, in whole or in part and whether alone or jointly with another) (“Third Party Claims”);
- (b) all and any liabilities and indebtedness, all and any losses, damage, injury, death, and all and any costs, charges and expenses (including without limitation those liabilities and indebtedness, losses, damage, injury or death arising from any Third Party Claim, and liabilities to pay damages or compensation, and all legal and expert fees and other awards, costs, payments, charges and expenses on a full indemnity basis whether incurred in any Third Party Claim or incurred in any claim or proceedings or arbitration brought by an Indemnified Party);

which an Indemnified Person may suffer or incur directly or indirectly as a result of or arising from or in connection with or in relation to –

- (i) the performance or breach of any provisions of the Contract by the Contractor, or by any person of the Contractor Responsible Group;
- (ii) the negligence, recklessness, tortious acts or wilful omission of the Contractor or by any person of the Contractor Responsible Group;
- (iii) any warranty or representation made by the Contractor in the Contract or in the Tender submitted for the Contract or from time to time in the course of the Contract which is incorrect, inaccurate, incomplete or misleading;
- (iv) the non-compliance by the Contractor, or any person of the Contractor Responsible Group with any applicable law or regulation, or order or requirement of any government agency or authority;
- (v) any death or injury or loss or damage of property as mentioned in **Clause 36.1** except any death or injury caused by the Negligence of the Government or the Government Representative or any of the employees of the Government (in the course of employment);
- (vi) any default, unauthorised act or wilful misconduct of the Contractor, its employees, agents or sub-contractors; or
- (vii) any claim or allegation for infringement of any Intellectual Property Rights or any other rights of any person in connection with the performance of this Contract, the Contractor’s operation of the Business at the Licence Area or any activity conducted by any member of the Contractor Responsible Group at the Licence Area.

- 36.3 For the purposes of this **Clause 36**, “Negligence” (in upper case) shall have the same meaning as that assigned to it in Section 2(1) of the Control of Exemption Clauses Ordinance (Chapter 71 of the Laws of Hong Kong).
- 36.4 The indemnities, payment and compensation given in pursuance of the Contract by the Contractor shall not be affected or reduced by reason of any failure or omission of the Government or the Government Representative in enforcing any of the terms and conditions of the Contract, or in supervising or controlling the Contractor’s operation or method of working, or in detecting or preventing or remedying any defective work carried out by the Contractor, or any member of the Contractor Responsible Group.
- 36.5 The Contractor shall notify the Government Representative in writing of any of the following:
- (a) any injury to or death of any of the Contractor Responsible Group; or
 - (b) any loss of or damage to the Government Provisions or other property of the Government or to the property of any of the Contractor or of Contractor Responsible Group,

as early as possible and in any event within forty-eight (48) hours of the occurrence of such injury, death, loss or damage or after such injury, death, loss or damage comes to the Contractor’s knowledge, and deliver to the Government a written report within seven (7) working days after the occurrence of the injury, death, loss or damage. The requirement of notifying and reporting to the Government and/or the Government Representative under this **Clause 36** shall not exempt or excuse the Contractor from compliance with any law.

37. Public Liability Insurance

- 37.1 The Contractor shall throughout the Contract Period effect at its own expense (a) a public liability insurance policy (“Public Liability Insurance Policy”) in the joint names of the Contractor and the Government of the Hong Kong Special Administrative Region with an indemnity amount in the sum of not less than **Hong Kong Dollars Ten Million (HK\$10,000,000)** for any one incident and unlimited number of claims in any one (1) year; and (b) product liability insurance (“Product Liability Insurance Policy”), in each case with an insurance company authorised by the Insurance Companies Ordinance (Chapter 41 of the Laws of Hong Kong) on such terms and conditions to be approved by the Government in writing in advance.
- 37.2 The Public Liability Insurance Policy shall:
- (a) indemnify the insured in respect of all sums which each of the insured shall become legally liable to pay as compensation for any death of or injury to or illness suffered by any person (other than an employee where such death or personal injury arises out of and in the course of employment) or any loss or damage of property belonging to any person; and

- (b) indemnify each of the insured from and against payment of legal costs awarded in favour of any claimant of any claim covered by the policy of insurance and legal costs incurred by the insured in defending any claim.
- 37.3 The Product Liability Insurance Policy shall indemnify the Contractor in respect of all sums which insured shall become legally liable to pay as compensation for any death of or injury to or illness of any person due to poisoning by food and/or drink supplied by the Contractor at the Licence Area as well as the legal costs awarded in favour of any claimant of any claim covered by the policy of insurance and legal costs incurred by the insured in defending any claim.
- 37.4 The Contractor shall keep each of the Public Liability Insurance Policy and the Product Liability Insurance Policy in force throughout the continuance of the Contract Period and shall, if required, deposit with the Government for record copies of such policies together with the receipt for payment of the current premiums.
- 37.5 Where the terms of the Public Liability Insurance Policy or the Product Liability Insurance Policy taken out by the Contractor require the insured parties to bear any excess amount in the event of claims, the Contractor shall be personally and solely responsible for the payment of such excess amount and shall reimburse the Government for such payment (if paid by the Government). Under no circumstances whatsoever shall Government Representative or the Government be responsible for the premium payable under the policy or the premium payable for the renewal thereof.
- 37.6 The Public Liability Insurance Policy shall include a cross liability clause so that it shall be treated that a separate policy has been issued to each of the Contractor and Government.
- 37.7 The Contractor shall take out and maintain the employees' compensation insurance as required under the Employees' Compensation Ordinance (Chapter 282 of the Laws of Hong Kong).
- 37.8 The Contractor is responsible for lodging all claims with the insurance company and shall deal with the said company upon receipt from the Government Representative or otherwise of a report on any injury, death, loss or damage, provided that the Government Representative shall have the right to liaise with the insurance company on any matter of such claims.
- 37.9 If the Contractor fails to effect or to keep in force the Public Liability Insurance Policy or any other insurance which it may be required to effect under the terms and conditions of the Contract, the Government may effect and keep in force any such insurance 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 7** or may recover the same as a debt due from the Contractor.

37.10 The Contractor shall conform to the terms and conditions of the Public Liability Insurance Policy and the Product Liability Insurance 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 Contractor shall not do or permit or suffer to be done any act or omission whereby these policies shall be rendered void or voidable, or which would otherwise amount to a breach of these. The Contractor shall bear the economic consequences of, and indemnify the Government Representative in full from and against everything stated in **Clause 36.2** which may arise from any failure of the Contractor to observe and comply with this **Clause 37**.

38. Government to Recover Cost

If the Contractor fails to carry out any of its obligations or duties under this Contract and the Government executes such obligations or duties on behalf of the Contractor, without prejudice to the other rights and claims of the Government, the Government shall be entitled to recover from the Contractor as a debt due to the Government all costs and expenses that it has incurred in executing such obligations or duties or procuring the service of a third party to execute such obligations or duties including all administrative and legal costs for supervising and monitoring the performance of such obligations and duties and enforcing its rights under this **Clause 38**.

39. Recovery of Sums Due

If the Contractor fails to pay any amount due or payable or otherwise upon demand by the Government pursuant to any applicable provision of the Contract, the Government shall be entitled to deduct the same from the Security Deposit in accordance with **Clause 7** and/or may recover the same as a debt due from the Contractor in such order as it deems appropriate regardless of whether it is specifically stated in the relevant provisions that such amount may be recovered as a debt.

40. Set-off

Whenever under the Contract any sum of money is recoverable from or payable by the Contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the Contractor under the Contract or any other Government contracts.

41. Termination

41.1 Without prejudice to any right or action or remedy which shall have accrued or shall accrue thereafter to the Government, the Government may at any time by notice forthwith terminate the Contract in any of the following events:

- (a) if the Contractor 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 Contractor under the Contract and in the case of a breach capable of being remedied, the Contractor fails within fourteen (14) days (or such longer period as the Government may allow) to remedy the breach following from the issue of a notice from the Government requiring it to do so (such notice shall contain a warning of the Government's intention to terminate the Contract);
- (b) if the Contractor 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 (Chapter 6 of the Laws of Hong Kong) for the time being in force, or makes any conveyance or assignment of its effects or composition or arrangements for the benefit of its creditors or purports to do so, or suffers any execution to be levied on its goods and assets at the Licence 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 in writing;
- (c) if the Contractor, being a company, passes a resolution, or the court makes an order for the liquidation of its assets, or a receiver or manager is appointed on behalf of the debenture holders, or circumstances which have arisen entitle the court or debenture holders to appoint a receiver or manager;
- (d) if the Contractor assigns or transfers or purports to assign or transfer all or any part of the obligations or rights of the Contract without the prior written consent of the Government;
- (e) if the Contractor unilaterally ceases the operation of the Light Refreshment Restaurant at the designated Licence Area and/or unilaterally terminates the Contract at any time prior to the expiry of the Contract Period;
- (f) if there is any claim or allegation or the Government has reasonable grounds to believe that the Contractor in the course of performing the Contract, or any goods or materials supplied or to be supplied by the Contractor, has infringed or may infringe the Intellectual Property Rights or any other rights of any person; or
- (g) any event or circumstance occurs which enables the Government Representative to terminate the Contract under any provision of the Contract including any of the following provisions:
 - (i) **Clause 9.3 or 9.4 (Licence, Permit and/or Certificate);**
 - (ii) **any of Clauses 21.15 to 21.19 (On-site Personnel);**
 - (iii) **Clause 30 (Admission of Contractor Personnel to Government Premises);**

- (iv) **Clause 43 (Corrupt Gifts);**
- (v) **Clause 48 (Probity);** or
- (vi) **Paragraph 38.3 of the Terms of Tender (Warranty against Collusion).**

- 41.2 If the Government is at any time prevented from performing the Contract by force majeure, then the Government shall serve a notice on the Contractor to this effect whereupon the Contract shall terminate immediately.
- 41.3 For the purpose of **Clause 41.2**, “force majeure” means acts of God, strikes, lockouts, acts of war, civil disorders, or other similar or different events or contingencies beyond the reasonable control of the parties to this Contract. For these purposes an event shall not be deemed to be within the control of the Government on the ground that the Government could have prevented that event by acceding to any unreasonable demands of an authority, corporation, trade union, association or person. Failure to obtain or renew any Requisite Permit for carrying the Business for whatever reason including due to any change of applicable law and regulations may not be treated as force majeure but a default on the part of the Contractor.
- 41.4 Notwithstanding anything herein to the contrary, either party may terminate this Contract at any time during the Contract Period by giving not less than six (6) months’ prior notice to the other party in writing of termination specifying the date of termination but such date of termination shall not be earlier than eighteen (18) months from the Commencement Date of this Contract (i.e. at least eighteen (18) months of the Contract Period must have been spent before this Contract can be terminated under this **Clause 41.4**).
- 41.5 The grounds for termination specified in this **Clause 41** are separate and independent, and shall not be limited by reference to or inference from the other of them.

42. Effect of Termination

- 42.1 In the event of termination or expiry of the Contract for whatever reason whether under any of the applicable provisions set out in **Clause 41** or otherwise (“Termination”):
- (a) the Contract shall be of no further force and effect, but without prejudice to:
 - (i) The Government Representative’s and the Government’s rights and claims under the Contract or otherwise at law against the Contractor arising from antecedent breaches of the Contract by the Contractor (including any breach(es) which entitle the Government to terminate the Contract);
 - (ii) the rights and claims which have accrued to a party or the Government prior to the Termination; and

- (iii) the continued existence and validity of those provisions which are expressed to or which in their context by implication survive the Termination (however occasioned) (including without limitation **Clauses 5, 8, 10, 35 to 45, 47 to 61**);
- (b) 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 Contractor arising out of or in relation to the Termination;
- (c) without prejudice to the other rights and claims of the Government including the right to seek indemnity under **Clause 36.2**, in the event that this Contract is terminated under **Clause 41.1**, the Contractor shall be liable for all losses, damages, costs and expenses incurred by the Government and the Government Representative arising from the Termination including without limitation to:
 - (i) all actual loss of revenue (as represented by the Monthly Licence Fee) (where and whilst no replacement contract is awarded) and shortfall in such revenue (where a new replacement contract is awarded), for the remainder of the Contract Period had there been no Termination;
 - (ii) all administrative and legal costs incurred by the Government for earlier terminating the Contract; and
 - (iii) all administrative and legal costs incurred by the Government for issuing an invitation to bid for a new replacement contract similar to the Contract;
- (d) the Contractor shall forthwith pay up all unpaid Monthly Licence Fee without any deduction or set-off whatsoever plus interest on any overdue amount at the rate as specified in **Clause 5.4**;
- (e) in the event that the Termination is under **Clause 41.1**, there shall be a forfeiture of the Security Deposit in its entirety without prejudice to the Government's claims and demands under the Contract which cannot be satisfied by the Security Deposit;

- (f) the Contractor shall immediately deliver up vacant possession of the Licence Area and all Government Provisions and all other appliances, furniture, fixtures and fittings provided by the Government in good repair (fair wear and tear excepted) and in clean and hygienic condition, provided always that where the Contractor has made any alterations or installed any fixtures, fittings or additions to the Licence Area with or without the Government's consent, the Government may at its discretion require the Contractor to reinstate or remove at the Contractor's own expenses such alterations, fixtures, fittings or additions or such part or portion thereof as the Government may require and to make good and repair in a proper and workmanlike manner any damage to the Licence Area and to the Government's fixtures and installations thereof by such deadline date as specified by the Government (whether to fall before or after the Termination) before delivering up the Licence Area to the Government. Alternatively, the Government may choose to retain all such fixtures, fittings and alterations made by the Contractor to the Licence Area if the Government so chooses without any compensation to the Contractor whatsoever. For the avoidance of doubt, the Contractor shall be entitled to remove its own trade fixtures and trade equipment;
- (g) the Contractor shall remove from the Licence Area all removable objects which do not belong to the Government including any materials, machinery, equipment, plant and all other properties. The Contractor shall at its own expense make good any damage to the Licence Area arising from such removal;
- (h) the Contractor and all persons of the Contractor Responsible Group shall vacate the Licence Area and deliver up all keys and/or access cards to the Government;
- (i) If the Contractor fails to comply with **Clause 42.1(f)** to **42.1(h)** above, the Government may forthwith enter the Licence Area to remove any persons therein, or to remove any fixtures and fittings or reinstate any alterations 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 Licence Area in a good repair and clean and serviceable condition. The Government 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 Contractor or any other party any fixtures and fittings so installed or erected and any chattels not collected or removed by the Contractor 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 42** shall be recoverable as a debt due from the Contractor;
- (j) the Contractor shall submit all outstanding statements and information as specified in **Clause 10.2(a)**; and

- (k) in the event of termination of the Contract by the Contractor by issuing a termination notice under **Clause 41.4** above, any tender offer from the same Contractor (or its related person) for a contract immediately replacing this Contract will be rejected and will not be considered further.

43. Corrupt Gifts

If the Contractor or any employee or agent of the Contractor is found to have committed an offence under the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong) 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 may terminate the Contract under **Clause 41.1(g)**.

44. Monies or Valuables Found

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

45. Publicity and Advertisement

- 45.1 The Contractor shall not exhibit, display, publish or use any advertising or other publicity materials or perform any act with an advertising nature either inside or outside the Licence Area or any part thereof except with the prior written consent of the Government.
- 45.2 Save and except where the Government at its discretion may permit or require, the Contractor shall not exhibit or display, or cause, permit or suffer to be exhibited or displayed either inside or outside the Licence 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 Licence Area or any part thereof) of any advertising nature.
- 45.3 Without prejudice to the generality of **Clause 45.2**, the Contractor shall not exhibit or display, or cause, permit or suffer to be exhibited or displayed either inside or outside the Licence 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 Licence Area or any part thereof) of any advertising nature relating to any tobacco or tobacco related products.
- 45.4 Whether before, during or after the expiry or early termination of the Contract, the Contractor shall not use the Government's name in any document, publication, advertisement or publicity material without the prior written consent of the Government.

- 45.5 Subject to **Clause 45.4**, the Contractor shall submit to the Government Representative for approval all the proposed advertising or other publicity materials relating to the Contract 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.
- 45.6 Notwithstanding any consent or approval given under this **Clause 45**, whenever required by the Government, the Contractor shall remove all advertisement and publicity material relating to the Contract wherein the Government is mentioned or language used from which a connection with the Government can reasonably be inferred or implied and the Contractor must comply with such request.

46. Notice to be Displayed or Circulated in the Licence Area

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

47. Intellectual Property Rights

- 47.1 The Contractor warrants to the Government that:
- (a) the Contractor will not infringe, or cause, suffer or allow infringement of, any Intellectual Property Rights or any other rights of any person or persons by reason of the Contractor's use, possession, stocking, display or sale of any item of whatsoever nature used or provided in or from the Licence Area, or any activity conducted in the Licence Area or the operation of the Business in the Licence Area, or the performance of the Contract by the Contractor;
 - (b) all items and materials of whatsoever nature to be stocked, displayed or for sale in or from the Licence Area and/or all things or materials to be supplied or delivered by the Contractor under the Contract do not consist of or contain any materials which may infringe or are alleged to infringe the Intellectual Property Rights or any other rights of any person;
 - (c) in respect of any items or materials of whatsoever nature to be stocked, displayed, for sale or for use by the Contractor, in or from the Licence Area, and in respect of which any Intellectual Property Rights are vested in a third party, the Contractor has or will have a valid and continuing licence or right under which it is entitled to stock, display, sell or use such items;

- (d) the Government, the Government Representative, their respective authorised users, assigns and successors-in-title will not infringe any Intellectual Property Rights or any other rights of any person by reason of the Contractor's use, possession, stocking, display or sale of any item of whatsoever nature used or provided in or from the Licence Area, or any activity conducted at the Licence Area, or the operation of the Business at the Licence Area, or the performance of the Contract by the Contractor;
 - (e) the Government and the Government Representative and their authorised users, assigns and successors-in-title will not infringe any Intellectual Property Right or any other rights of any person by the exercise of any of its rights under this Contract; and
 - (f) if and to the extent any material incorporated into the Materials as referred to in **Clause 47.2(a)** below or used by the Contractor for performing the Contract contain any works or materials of which the Intellectual Property Rights belong to a third party, prior to use and/or incorporation of such works and materials for performing the Contract, the Contractor shall have obtained from such third party the grant of all necessary licences (including licences to perform, play or show music in public) for itself and the Government, the Government Representative, their respective authorised users, assigns and successors-in-title to use such works and materials in the manner and for any of the purposes contemplated by this Contract. The costs of the above licences shall be borne by the Contractor.
- 47.2 (a) The Contractor hereby grants for the benefit of the Government, the Government Representative, their respective assigns, successors-in-title and authorised users an irrevocable, non-exclusive, perpetual, sub-licensable, transferable, worldwide and royalty-free licence to use or exercise all or any Intellectual Property Rights (including doing any of the acts restricted by copyright under Sections 22 to 29 of the Copyright Ordinance (Chapter 528 of the Laws of Hong Kong)) subsisting in any materials to be supplied, provided or submitted by the Contractor under this Contract (including the books and records as referred to in **Clause 10.2(b)** above and plans, drawings, specifications and other details as referred to in **Clauses 11.2(a)** and **11.2(b)** above) ("Materials") including without limitation the right to reproduce in any format copies of the Materials for any purposes contemplated by the Contract including operational use, back-up, processing, recording, evaluation and disclosure purposes.
- (b) The Contractor shall keep the Government Representative informed in writing of any Materials that are the subject matter of the licences granted or to be granted pursuant to **Clause 47.2(a)** above and in respect of which the Contractor is not empowered to grant such licences, and any restrictions whatsoever affecting the use thereof.

- (c) The Contractor hereby undertakes to procure at its own costs and expense from the relevant third parties all proper licences, clearances and releases in writing to be granted in favour of the Government, the Government Representative, their respective authorised users, assigns and successors-in-title pursuant to the terms of licence under **Clause 47.2(a)**.
- (d) For the purpose of this **Clause 47.2(a)**, the licences granted or to be granted shall cover all Intellectual Property Rights of whatever nature.

47.3 The Contractor hereby irrevocably waives and undertakes to procure at its own costs and expense all authors of the Materials including its employees, sub-contractors and agents to irrevocably waive all moral rights (whether past, present or future) in all the Materials. Such waiver shall operate in favour of the Government, the Government Representative, their respective authorised users, assigns and successors-in-title and shall take effect upon submission of such Materials.

48. Probity

48.1 The Contractor acknowledges it has been reminded that:

- (a) dishonesty, theft and corruption on its part or that of its officers, 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
- (b) the soliciting or accepting of advantages, as defined in the Prevention of Bribery Ordinance is not permitted.

48.2 The Contractor shall inform its officers, employees (whether permanent or temporary), agents and sub-contractors that the soliciting or accepting of advantages (as defined in the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong)) is not permitted. The Contractor shall also caution its officers (including 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 selection of its sub-contractors, if any, or the supervision of the work of the sub-contractors.

48.3 The Government shall have the right to terminate the Contract pursuant to **Clause 41.1** of the **Conditions of Contract** in the event that the Contractor or any of its officers, employees, agents and sub-contractors is convicted of an offence under the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong), the Theft Ordinance (Chapter 210 of the Laws of Hong Kong) or the Crimes Ordinance (Chapter 200 of the Laws of Hong Kong).

48.4 The Contractor shall within two (2) weeks after the commencement of the Contract draw up and submit a staff code of conduct to the Government Representative including, among other probity issues, a statement explicitly prohibiting its sub-contractor (if any), or any person employed by it to provide the Services from soliciting or accepting any form of advantages in discharging his duties under the Contract. It shall ensure that its sub-contractor (if any), or any person employed by it to provide the Services is well aware of the prohibited acts explicitly stated in **Clause 48.2** above and of the staff code of conduct. The code of conduct should form part of the employment contract to ensure acknowledgement and compliance by the employees.

49. Applicability of the Public Health and Municipal Services Ordinance

The Contract is subject to the provisions of the Public Health and Municipal Services Ordinance (Chapter 132 of the Laws of Hong Kong) and of all regulations made thereunder, which may be applicable to the Licence Area and the Business.

50. Compliance with Law and Government Requirements

The Contractor shall observe and comply with all applicable laws of 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.

51. Mediation

51.1 Any dispute or difference arising out of or in connection with the Contract shall first be referred to mediation at Hong Kong International Arbitration Centre (HKIAC) and in accordance with its then current Mediation Rules. If the mediation is abandoned by the mediator or is otherwise concluded without the dispute or difference being resolved, then each of the parties hereto submit to the exclusive jurisdiction of the courts of Hong Kong for resolving such dispute or difference.

51.2 The Contractor shall be obliged 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.

52. Service of Notice

52.1 Any notice or communication to be given herein shall be in writing and shall be sent to the address or fax number of the Government Representative set out below (in the case the Government Representative or the Government is the recipient) or the address or fax number of the Contractor set out in the **Memorandum of Contract** (in the case the Contractor is the recipient) or to such other address as either party shall notify the other in writing by no less than five (5) days' prior written notice. Notice may be delivered personally or by post, by courier, by facsimile or by email.

52.2 The Government Representative's details are as follows:

Address : 10/F., Hong Kong Central Library, 66 Causeway Road,
Causeway Bay, Hong Kong
Fax Number : 2504 2091
Email Address : mhkclbk@lcsd.gov.hk
Attention : Manager (Hong Kong Central Library) Booking Services

52.3 Any notice or communication shall be deemed given –

- (a) when left at the address of the recipient if delivered by hand during normal business hours;
- (b) one (1) working day after despatch by post;
- (c) when successfully despatched by email as evidenced by a return receipt whether generated manually or automatically;
- (d) when successfully despatched by facsimile as evidenced by a successful transmission report generated by the facsimile machine; or
- (e) if sent by email, when actually received in a form readable by an individual.

53. Waiver of Remedies

53.1 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 that party and each such right, power or remedy shall be cumulative.

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

53.3 No condoning, excusing or overlooking by the Government of any default, breach, non-observance or non-performance by the Contractor of any of the obligations of the Contractor under the Contract shall operate as a waiver of the Government's right under the Contract in respect of any continuing or subsequent default, breach, non-observance or non-performance.

53.4 Without prejudice to the generality of **Clause 53.1**, any right of termination of the Contract or any other rights, powers or remedies of whatsoever nature conferred upon the Government under the Contract shall be exercisable by it in addition to and without prejudice to any other rights and remedies available to it under the Contract or at law (and, without prejudice to the generality of the foregoing, shall not extinguish any right to damages to which the Government may be entitled in respect of the breach of the Contract) and no exercise or failure to exercise a right of termination shall constitute a waiver by the Government of any other rights, powers or remedies.

54. Severability

54.1 In the event that any provisions of the Contract or any part thereof is at any time adjudged by a court of Hong Kong to be invalid, unlawful, illegal or otherwise howsoever unenforceable, such provisions or such part thereof, as the case may be, shall be severed from the Contract and rendered ineffective so far as possible without modifying the remaining provisions hereof.

54.2 If at any time any one or more provisions hereof is adjudged by a court of Hong Kong to be invalid, illegal or otherwise howsoever unenforceable, the validity, legality or enforceability of the remaining provisions hereof shall not in any way be thereby impaired or affected.

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

55. Entire Agreement

The Contract embodies the entire understanding of the parties and supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof.

56. Amendment

Unless where expressly specified which confers on the Government the unilateral power to make amendments, no amendment to any provision of the Contract shall be binding upon the parties unless it is made by a written instrument signed by each of the Government and the Contractor.

57. Further Assurance

The Contractor shall at its own costs and expenses do and execute any further things, documents and materials (or procure the same be done or executed) to give full effect to the Contract and shall provide all such things, documents and materials to the Government within fourteen (14) days of the date of written request by the Government or such longer period as may be agreed by the Government in writing.

58. Relationship of the Parties

58.1 The Contractor enters into the Contract with the Government as an independent Contractor only and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership, a relationship of landlord and tenant, or a joint venture between the Government and the Contractor.

58.2 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.

59. Governing Law and Jurisdiction

The Contract shall be governed by and construed according to the laws of Hong Kong. The parties hereto irrevocably submit themselves to the exclusive jurisdiction of the courts of Hong Kong in relation to any dispute arising from or in connection with or in relation to the Contract.

60. Contracts (Rights 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).

61. 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) **Contract Schedules 1 to 12** in the original form set out in the Tender Documents;
- (b) **Contract Schedules 2 to 10** as submitted by the Contractor as part of its tender and in their form final as approved by the Government upon or after the award of the Contract; and
- (c) **Annexes A to C.**

PART 3
CONTRACT SCHEDULES

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CONTRACT SCHEDULE 1

Marking Scheme for Tender Evaluation

1. Marking Scheme

1. A two-envelope approach with a technical to price assessments of **50:50** will be adopted for tender evaluation whereby price assessment will be conducted only after technical assessment. All tenders will be assessed in the following manner.

Stage 1 – Completeness Check on the Tender Offers Submitted

2. All tenders received will be checked on whether all the documents and information required in the **Terms of Tender** have been submitted. Failure to submit (a) any of the documents stipulated in **Paragraph 4.2 of the Terms of Tender on or before the Tender Closing Date** or (b) any documents specified in **Paragraph 4.3 of the Terms of Tender on or before the Tender Closing Date or upon subsequent request by the Government will render a tender invalid and will not be considered further.** Tenders which have passed Completeness Check at Stage 1 will proceed to Stage 2.

Stage 2 – Technical Assessment

3. The maximum total technical marks are 100 and are divided into six (6) criteria. There is no overall passing mark for the total marks scored in the Technical Assessment. Passing marks of 6, 6, 2.5 and 2.5 are set for Assessment Criteria (1), (2), (3) and (4) respectively, which are 25% of the maximum mark of the respective Assessment Criteria. **Tenders that do not attain any of the above said passing marks for Assessment Criteria (1) to (4) will not be considered further.**

CONTRACT SCHEDULE 1**Marking Scheme for Tender Evaluation**

Assessment Criteria	Maximum Mark	Unit Mark (M)	Standard Score (S) (See Note 1)					Marks Scored (M x S)	Passing Mark
			4	3	2	1	0		
(A) Execution Plan									
(1) Business Plan (See Notes 2 and 6)	24	6							6
(2) Marketing and Customer Service Plan (See Notes 3 and 6)	24	6							6
(3) Hygiene Maintenance Plan (See Notes 4 and 6)	10	2.5							2.5
(4) Waste Management Plan (See Notes 5 and 6)	10	2.5							2.5
(5) Innovative suggestions that can Bring Positive Values/Benefits to the Society (See Note 7)	17	4.25							–
Sub-total for (A)	85								–
(B) Experience									
(6) Years of experience in operating catering outlet(s) (See Note 8)	15	3.75							–
Sub-total for (B)	15								–
Total Technical Mark	100								–

4. A tender which has passed Stage 2 assessment shall be considered as a “conforming tender”. A maximum weighted technical score of 50 will be allocated to the conforming tender with the highest total technical marks, while the weighted technical score for other conforming tenders will be calculated by the following formula –

$$\text{Weighted Technical Score} = 50 \times \frac{\text{Total technical mark of the conforming tender being assessed}}{\text{The highest total technical mark among the conforming tenders}}$$

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

CONTRACT SCHEDULE 1

Marking Scheme for Tender Evaluation

Explanatory Notes for Stage 2 – Technical Assessment

Note 1: for Assessment Criteria (1) to (6)

Tenderer's proposal and experience will be rated as follows:

For Assessment Criteria (1) to (6)

Standard score of 4, 3, 2, 1 or 0 will be awarded.

Note 2: for Assessment Criterion (1) – Business Plan

The Tenderer is required to incorporate the information outlined below into the Business Plan in compatibility with the Venue's vision, mission, values, image and functions as stated in the tender document (to be illustrated and supported by statements, plans and drawings where appropriate):

- (a) details of the business vision (not limited to the core value of the business including quality food, excellent customer service, creativity, integrity, social responsibility, etc.), which is required under **Contract Schedule 3(a)**;
- (b) details of décor design (not limited to the layout plans for dining areas, kitchen/food serving areas, shop front, reception etc.), which aim to foster the image of the Venue as a cultural facility, which is required under **Contract Schedule 3(b)**;
- (c) details of hospitality facilities (not limited to dining table layout and tableware for the Light Refreshment Restaurant), which is required under **Contract Schedule 3(c)**; and
- (d) details of staff management (not limited to staff recruitment, staffing structure, training/re-training and retention strategies) and qualifications for the key personnel (includes the person-in-charge at the Light Refreshment Restaurant, like but not limited to the chief chef and in-house manager) for the Light Refreshment Restaurant, which is required under **Contract Schedule 3(d)**.

Note 3: for Assessment Criterion (2) – Marketing and Customer Service Plan

The Tenderer is required to incorporate the information outlined below into the Marketing and Customer Service Plan:

- (a) details of branding strategies (not limited to image building, brand names of the Light Refreshment Restaurant, application of logo and slogan) for complementing the promotion of the image and functions of the Venue, which is required under **Contract Schedule 4(a)**;
- (b) details of marketing strategies (not limited to advertising, customer outreaching programmes on traditional and internet social platforms), as required under **Contract Schedule 4(b)**;

CONTRACT SCHEDULE 1

Marking Scheme for Tender Evaluation

- (c) details of customer services initiatives (not limited to membership discount programme, seasonal promotion, value-added service (use of electronic payments, etc.) for complementing the promotion of the image and functions of the Venue and encouraging repeated visits of the customers, which is required under **Contract Schedule 4(c)**; and
- (d) details in support of the promotion of the Venue's programmes/activities as defined in the **Annex A - General Information of the Hong Kong Central Library** (not limited to displaying posters and pamphlets at the prominent locations of the Light Refreshment Restaurant, free Internet access available for use by patrons), which is required under **Contract Schedule 4(d)**.

Note 4: for Assessment Criterion (3) – Hygiene Maintenance Plan

The Tenderer is required to incorporate the information outlined below into the Hygiene Maintenance Plan:

- (a) guidelines and standards to kitchen staff on cleansing and food hygiene including food handling, food safety and kitchen hygiene, which is required under **Contract Schedule 5(a)**;
- (b) guidelines and standards to dining area staff on cleansing and hygiene including seating area hygiene and restroom hygiene, which is required under **Contract Schedule 5(b)**;
- (c) details of the monitoring system to ensure the staff's compliance with the proposed guidelines and standards, which is required under **Contract Schedule 5(c)**; and
- (d) details of training/refresher programmes for staff on hygiene maintenance, which is required under **Contract Schedule 5(d)**.

Note 5: for Assessment Criterion (4) – Waste Management Plan

The Tenderer is required to incorporate the information outlined below into the Waste Management Plan:

- (a) guidelines and standards to kitchen staff on waste management to prevent pollution from greasy fume, wastewater and waste, which is required under **Contract Schedule 6(a)**;
- (b) guidelines and standards to dining area staff on waste management to prevent pollution from waste, which is required under **Contract Schedule 6(b)**;
- (c) details of the monitoring system to ensure the staff's compliance with the proposed guidelines and standards, which is required under **Contract Schedule 6(c)**; and
- (d) details of training/refresher programmes for staff on waste management, which is required under **Contract Schedule 6(d)**.

CONTRACT SCHEDULE 1

Marking Scheme for Tender Evaluation

Note 6: for Assessment Criteria (1) to (4)

- (a) Standard scores will be given to each of Assessment Criteria (1) to (4) in accordance with the following five-grade approach and reference to “proposed plan” means the plan covered by the relevant Assessment Criterion –
- 4 - The proposed plan is **practical** with **detailed information** on **all** items as required in the applicable Note above for the proposed plan.
 - 3 - The proposed plan is **practical** with **detailed information** on **more than half** of the items and brief information covering the remaining items as required in the applicable Note above for the proposed plan.
 - 2 - The proposed plan is **practical** with **detailed information** on **half** of the items and brief information covering the remaining items as required in the applicable Note above for the proposed plan.
 - 1 - The proposed plan is **practical** with **brief information** on **all** items as required in the applicable Note above for the proposed plan.
 - 0 - The proposed plan is **impractical** or **fails** to provide information on **any** of the items as required in the applicable Note above for the proposed plan.
- (b) The meaning of “more than half” and “half” of the items of the respective plan are as below –

	Business Plan, Marketing and Customer Service Plan, Hygiene Maintenance Plan and Waste Management Plan
more than half	3
half	2

- (c) All the proposed plans and the information herein submitted by the successful Tenderer under Assessment Criteria (1) to (4) shall form part of the Contract.

Note 7: for Assessment Criterion (5) – Innovative Suggestions that can Bring Positive Values /Benefits to the Society

- (a) Marks will be given if the proposed innovative suggestions can bring about positive values/benefits to the Government or public at large.
- (b) Innovative suggestions shall contribute to any positive values or benefits, including, inter alia, the following –
- (i) Technological development (required under **Contract Schedule 7(a)**):
Application of new technology or innovative application of existing technology for promoting arts appreciation and contributing to the development of Smart City;
 - (ii) Social well-being (required under **Contract Schedule 7(b)**):
Fostering a caring society;

CONTRACT SCHEDULE 1

Marking Scheme for Tender Evaluation

- (iii) Environmental protection (required under **Contract Schedule 7(c)**):
Promotion of consumption of fewer resources, reduction of waste, food donation and food waste recycling on top of the green measures relating to disposable tableware as stated in the tender document;
 - (iv) Local arts development (required under **Contract Schedule 7(d)**):
Offering special packages or initiating joint collaborations with arts organisations and explore or enrich experience of new visitors which shall be commensurate with the image and functions of the Venue as defined in the **Annex A**, to promote reading in the society.
- (c) Standard scores will be given in accordance with the following rule:
- 4 - **Four (4) or more practicable** innovative suggestions are proposed
 - 3 - **Three (3) practicable** innovative suggestions are proposed
 - 2 - **Two (2) practicable** innovative suggestions are proposed
 - 1 - **One (1) practicable** innovative suggestion is proposed
 - 0 - **No** practicable innovative suggestion is proposed.
- (d) Marks will not be given to any innovative suggestion which a Tenderer will neither be capable of nor responsible for implementation.
- (e) Each innovative suggestion will be counted once, irrespective of the number of positive values involved.
- (f) Tenderers shall highlight the proposed innovative suggestions and explain clearly with sufficient details on what benefits/positive values to which their proposed innovative suggestions can bring about in their submissions to facilitate tender evaluation as well as how they are to be implemented.
- (g) Tenderers shall submit the following information for demonstrating the effectiveness and practicability of the innovative suggestions. Marks will not be given if the Tenderers only propose a concept without sufficient details. The following information shall be included –
- (i) if the suggestion is concerned with a kind of technology, equipment, tool, system, material, facility and vehicle, etc.: scope of the services involved, details on how to implement, specifications, catalogues, features, functions, quantity, coverage, locations and outcome, etc. as appropriate;
 - (ii) if the suggestion is concerned with a kind of measure, service, scheme and activity, etc.: the objective, scope of the services involved, details on how to implement, functions, quantity, monetary value, scale, coverage, locations, frequency, duration, outcome and number of target beneficiaries, etc. as appropriate; and
 - (iii) if the suggestion is related to manpower: the objective, scope of the duties involved, details on how to implement, work shifts (full time or part time), posts, recruitment method, means to approach the target candidates, quantity, monetary value, scale, coverage, locations, frequency, duration, outcome and number of target beneficiaries, etc. as appropriate.

CONTRACT SCHEDULE 1

Marking Scheme for Tender Evaluation

- (h) Tenderers may be requested to provide supporting documents or a demonstration to prove the practicability of their innovative suggestions. All proposed innovative suggestions will be assessed on the basis of the information provided in the tender submissions and factual supporting documents (e.g. test reports/certificates) provided by the Tenderers upon request by the Government. The demonstration will not be taken into account in marking. It only serves as a means to enable members of the Tender Assessment Panel to have a better understanding of the innovative suggestions proposed by the Tenderers. During the demonstration, Tenderers are NOT allowed to provide additional information not contained in their original tender submissions.
- (i) All practicable innovative suggestions accepted by the Government shall form part of the Contract.

Note 8: for Assessment Criterion (6) – Years of Experience in Operating Catering Outlet(s)

- (a) Assessment will be based on the aggregate number of years of experience in operating catering outlet(s) **each with a seating capacity of not less than fifty (50) persons any time within the past ten (10) years** immediately preceding the original Tender Closing Date.
- (b) Standard scores will be given to Assessment Criterion (6) in accordance with the following five-grade approach –
 - 4 - An aggregate of five (5) years' experience or more.
 - 3 - An aggregate of four (4) to less than five (5) years' experience.
 - 2 - An aggregate of three (3) to less than four (4) years' experience.
 - 1 - An aggregate of two (2) to less than three (3) years' experience.
 - 0 - An aggregate of less than two (2) years' experience,
or failing to produce documentary proof to support its claim of experience.
- (c) Catering outlet(s) refer to licensed restaurant(s), e.g. general restaurant(s), Western restaurant(s) and light refreshment restaurant(s).
- (d) Local and/or outside Hong Kong experience in operating catering outlet(s) will be counted.
- (e) The experience gained by a Tenderer will only be counted where the previous contract(s) was/were entered under the same name of the Tenderer. For the avoidance of doubt, a Tenderer's experience gained in its capacity as a sub-contractor or the experience of a parent company, subsidiary or sub-contractor of the Tenderer shall not be considered. The meanings of "parent company" and "subsidiary" follow the meanings under the Companies Ordinance (Cap. 622).
- (f) If the Tenderer is a partnership, only the years of experience gained by the partnership, but not the individual experience of the participants to the partnership, will be counted.
- (g) The aggregate years of experience will be counted in calendar days. For the purpose of tender evaluation, "an aggregate of two (2) years' experience" is equivalent to having accumulated 730 days (i.e. 365 days x 2) of experience under different catering outlets.

CONTRACT SCHEDULE 1

Marking Scheme for Tender Evaluation

- (h) It is not necessary for a Tenderer to have continuous experience in operating catering outlet(s) in the past ten (10)-year period immediately preceding the original Tender Closing Date.
- (i) For the purpose of tender assessment, the relevant experience in operating catering outlet(s) could be gained under the same catering outlet or different catering outlets. However, a Tenderer's experience under different catering outlets will not be double-counted for those overlapping periods. A Tenderer's experience under different catering outlets with overlapping periods is to be counted in accordance with the following examples:

Example:

Catering Outlet	Contract Period	Contract Period without Overlapping with an Earlier Contract	Number of Days Counted for Accumulated Experience
A	16.4.2013 – 15.4.2015	16.4.2013 – 15.4.2015	730
B	1.10.2014 – 31.3.2016	16.4.2015 – 31.3.2016	351 (29 days in Feb 2016)
C	1.1.2015 – 31.12.2016	1.4.2016 – 31.12.2016	275
Total:			1 356

CONTRACT SCHEDULE 1

Marking Scheme for Tender Evaluation

Stage 3 – Price Assessment

5. The price evaluation will commence after completion of the technical assessment.
6. A maximum weighted price score of 50 will be allocated to the conforming tender with the highest total marks of Monthly Licence Fee, while the weighted price score for other conforming tenders will be calculated by the following formula –

$$\text{Weighted Price Score} = 50 \times \frac{\text{Monthly Licence Fee of the conforming tender being assessed}}{\text{The highest Monthly Licence Fee among the conforming tenders}}$$

[Note: The weighted price score of each tender will be rounded to the nearest 2 decimal places according to the rounding method as shown in the Note under Paragraph 4 above.]

Stage 4 - Calculation of Combined Score

7. The combined score of a conforming tender will be determined by the following formula –

$$\text{Weighted Technical Score} + \text{Weighted Price Score}$$

8. Normally, the Tenderer with the highest combined score will be recommended for acceptance subject to the requirement that the Government is satisfied that the successful Tenderer shall be fully (including technically, commercially and financially) capable of undertaking the Contract, and that the successful Tenderer shall be the most advantageous to the Government.

CONTRACT SCHEDULE 2**Working Background and Status of Tenderer**

In accordance with **Paragraph 3.3** of **Terms of Tender**, Tenderers are required to provide the following information. (Please make photocopy of this sheet if necessary)

1. (a) Name of Tenderer : _____ (in English)
_____ (in Chinese)
Registered address : _____

Telephone number : _____
 - (b) Length of catering business experience :

 - (c) Proprietor, shareholders/partners of the company/business organisation :

 - (d) Names and residential addresses of the following, where appropriate
- major directors or partners : _____

- sole proprietor : _____

 - (e) A copy of the Memorandum and Articles of Association, Certificate of Incorporation, partnership agreement, or other documents evidencing business status: *(Please specify document copy attached)*

 - (f) A copy of the valid Business Registration Certificate. The Certificate should bear a machine printed line to show that full registration fee has been effected:
(Please specify document copy attached)

2. Present business : _____

Name of Tenderer : _____

CONTRACT SCHEDULE 2**Working Background and Status of Tenderer**

3. Particulars of company (*Please attach copies of the latest audited or certified financial statements of the company*):

- (a) Year of establishment : _____
 (i) Ownership : _____
 (ii) If a subsidiary, name of parent company : _____
- (b) No. of staff : _____
- (c) Liability : _____ (as at _____)
- (d) Capital -
 (i) Authorised Capital : _____ (as at _____)
 (ii) Issued Capital : _____ (as at _____)
 (iii) Paid-up Capital : _____ (as at _____)
- (e) Net worth (i.e. Total Assets – Liabilities) :
 HK\$ _____ (as at _____)

4. Please provide contact person(s) in the event of any queries relating to the tender offer :

Name : _____

Post : _____

Address : _____

Telephone
 No. : _____

Name of Tenderer : _____

CONTRACT SCHEDULE 2

Working Background and Status of Tenderer

5. Information required under **Paragraph 17.2** of the **Terms of Tender**:

* (a) I/We confirm that none of the events as mentioned in **Paragraphs 17.1(a) to 17.1(g)** of the **Terms of Tender** has ever occurred.

* (b) I/We confirm that the following event(s) as mentioned in **Paragraphs 17.1(a) to 17.1(g)** of the **Terms of Tender** has occurred:

Date	Details of the Event

Note: * Please delete whichever is not applicable.

6. Employee’s Compensation Insurance Policy

(No.)

which expires on

Name of Insurance Company

Name of Tenderer : _____

CONTRACT SCHEDULE 3

Business Plan

(c) Details of hospitality facilities (not limited to dining table layout and tableware for the Light Refreshment Restaurant).

(d) Details of staff management (not limited to staff recruitment, staffing structure, training/re-training and retention strategies) and qualifications for the key personnel (includes the person-in-charge at the Light Refreshment Restaurant, like but not limited to the chief chef and in-house manager) for the Light Refreshment Restaurant.

(Note: If there is not enough space, please make photocopy of this sheet.)

Name of Tenderer : _____

CONTRACT SCHEDULE 4

Marketing and Customer Service Plan

Each Tenderer shall incorporate the information outlined below into the Marketing and Customer Service Plan:

(a) Details of branding strategies (not limited to image building, brand names of the Light Refreshment Restaurant, application of logo and slogan) for complementing the promotion of the image and functions of the Venue.

(b) Details of marketing strategies (not limited to advertising, customer outreaching programmes on traditional and internet social platforms).

(Note: If there is not enough space, please make photocopy of this sheet.)

Name of Tenderer : _____

CONTRACT SCHEDULE 4

Marketing and Customer Service Plan

(c) Details of customer services initiatives (not limited to membership discount programme, seasonal promotion, value-added service (use of electronic payments, etc.) for complementing the promotion of the image and functions of the Venue and encouraging repeated visits of the customers.

(d) Details in support of the promotion of the Venue's programmes/activities as defined in the **Annex A** - General Information of the Hong Kong Central Library (not limited to displaying posters and pamphlets at the prominent locations of the Light Refreshment Restaurant, free Internet access available for use by patrons).

(Note: If there is not enough space, please make photocopy of this sheet.)

Name of Tenderer : _____

CONTRACT SCHEDULE 5

Hygiene Maintenance Plan

Each Tenderer shall incorporate the information outlined below into the Hygiene Maintenance Plan:

(a) Guidelines and standards to kitchen staff on cleansing and food hygiene including food handling, food safety and kitchen hygiene.

(b) Guidelines and standards to dining area staff on cleansing and hygiene including seating area hygiene and restroom hygiene.

(Note: If there is not enough space, please make photocopy of this sheet.)

Name of Tenderer : _____

CONTRACT SCHEDULE 5

Hygiene Maintenance Plan

(c) Details of the monitoring system to ensure the staff's compliance with the proposed guidelines and standards.

(d) Details of training/refresher programmes for staff on hygiene maintenance.

(Note: If there is not enough space, please make photocopy of this sheet.)

Name of Tenderer : _____

CONTRACT SCHEDULE 6

Waste Management Plan

Each Tenderer shall incorporate the information outlined below into the Waste Management Plan:

(a) Guidelines and standards to kitchen staff on waste management to prevent pollution from greasy fume, wastewater and waste.

(b) Guidelines and standards to dining area staff on waste management to prevent pollution from waste.

(Note: If there is not enough space, please make photocopy of this sheet.)

Name of Tenderer : _____

CONTRACT SCHEDULE 6

Waste Management Plan

(c) Details of the monitoring system to ensure the staff's compliance with the proposed guidelines and standards.

(d) Details of training/refresher programmes for staff on waste management.

(Note: If there is not enough space, please make photocopy of this sheet.)

Name of Tenderer : _____

CONTRACT SCHEDULE 7

Innovative Suggestions that can Bring Positive Values/Benefits to the Society

Each Tenderer shall state the proposed innovative suggestions and explain clearly what positive values/benefits their proposed innovative suggestions can bring about in its submission to facilitate tender evaluation, including, inter alia, the following:

(a) Technical development –

Application of new technology or innovative application of existing technology for promoting arts appreciation and contributing to the development of Smart City.

(b) Social well-being –

Fostering a caring society.

(Note: If there is not enough space, please make photocopy of this sheet.)

Name of Tenderer : _____

CONTRACT SCHEDULE 7

Innovative Suggestions that can Bring Positive Values/Benefits to the Society

(c) Environmental protection –
Promotion of consumption of fewer resources, reduction of waste, food donation and food waste recycling on top of the green measures relating to disposable tableware as stated in the tender document.

(d) Local arts development –
Offering special packages or initiating joint collaborations with arts organisations and explore or enrich experience of new visitors which shall be commensurate with the image and functions of the Venue as defined in the **Annex A** - General Information of the Hong Kong Central Library, to promote reading in the society.

(Note: If there is not enough space, please make photocopy of this sheet.)

Name of Tenderer : _____

CONTRACT SCHEDULE 8

Years of Experience in Operating Catering Outlet(s)

Each Tenderer shall submit the following information for evaluation according to the marking scheme in **Note 8 in Contract Schedule 1**. **Please refer to Note 8 in Contract Schedule 1 to ensure compliance with the requirements therein.**

Tenderers' Previous Experience in Relevant Business

Each Tenderer shall state its experience in running catering outlet(s) and the number of currently operated catering outlet(s) each with a seating capacity of not less than fifty (50) persons, in the past ten (10) years, immediately prior to the original Tender Closing Date. Each Tenderer shall provide documentary proof evidence including but not limited to a copy of agreement, Business Registration Certificates, layout/seating plans of the catering outlet(s) approved by the Food and Environmental Hygiene Department to substantiate each claim of relevant experience and seating capacity. Experience not substantiated will not be taken into account.

Name of Contract	Location	Total area (sq.m) & seating capacity	Contract Period (dd/mm/yyyy) - (dd/mm/yyyy)	Food/service Categories
	<i>Total no. of outlets</i>			<i>Total no. of years</i>

(If there is not enough space, please make photocopy of this sheet.)

(a) Proposed trade name(s) for the Licence Area. Please provide evidence of your full power, authority and legal right to carry out the business under the proposed trade name(s):

(b) Please provide other pertinent information relating to the Tenderer's relevant experience which may assist the Government Representative in assessing the tender:

Name of Tenderer : _____

CONTRACT SCHEDULE 9**Monthly Licence Fee**

(Note: This Contract Schedule should be sealed in “The Price Submission” envelope)

In the event that I/We are awarded the Contract, I/we shall pay the Monthly Licence Fee pursuant to **Clause 5** of the **Conditions of Contract** in consideration of the grant of the right to operate the Business at the Licence Area.

I/we have read all terms and conditions of the Contract including without limitation the following:

- (a) no money shall be payable by the Government or the Government Representative to the Contractor or any other person under the Contract. The Contractor shall perform, comply with and observe all provisions of the Contract and its obligations under the Contract at its own costs and expenses;
- (b) the Business shall be operated by the Contractor as principal and all profits and losses and liabilities arising therefrom shall be for the sole account of the Contractor with no recourse against the Government or the Government Representative; and
- (c) all rates, Government rents, taxes fees, charges and all other outgoings payable in respect of the Licence Area, and all costs of utilities incurred in the operation of the Business such as water, waste discharge, and electricity for the Licence Area shall be borne by the Contractor and will not be covered by the Monthly Licence Fee throughout the Contract Period including the Free Decoration Period or the period or periods of suspension of Business due to whatsoever reasons.

Monthly Licence Fee
In Figure (HK\$)
HK\$ _____ per month

Note

The Monthly Licence Fee submission must be enclosed in a sealed envelope clearly marked “Tender Ref.: LC/CS/T/LRR/00/HKCL/2022 – Tender for the Grant of Licence to Operate the Light Refreshment Restaurant at the Hong Kong Central Library – Price Submission” (Tender Label 1 provided)

* *Delete as appropriate*

Name of Tenderer : _____

CONTRACT SCHEDULE 11

Licence Area

A. Premises Details

1. Location

The Restaurant is situated on the first (1st) floor of the Venue.

2. Gross Floor Area and Location

A total floor area of about 125 square metres, including:

Internal Area: A gross floor area of around 97 square metres as delineated and shown in **Annex C**.

Outside Seating Area: A gross floor area of around 28 square metres as delineated and shown in **Annex C**.

Note 1: Internal configurations could be altered subject to the Government Representative's approval. The tenderer will be responsible to reinstate the original fittings provided by the Government Representative at the end of the Contract Period.

Note 2: The attached plans are approximates and for the purpose of identification and general reference only. The figures as to the respective areas of the Licence Area referred to in this Schedule are approximates and subject to final measurement. The layout of the Licence Area in the attached plans are also approximates and subject to the final adjustment as may be shown in the final as-built plan(s) of the Licence Area.

3. Accessibility

The Restaurant has two (2) entrances outside the Venue. The entrances face rear podium of the Venue.

4. Toilet Provision outside Licence Area

4.1 Toilet is not provided inside the Licence Area. One (1) female and one (1) male communal toilets are provided for the customers and staff of Licence Area as shown in **Annex C**.

4.2 One (1) female communal toilet includes two (2) wash basins, two (2) water closets and two (2) w.c. pans, while one (1) male communal toilet includes two (2) wash basins, one (1) water closet, one (1) w.c. pan and two (2) urinals.

CONTRACT SCHEDULE 11**Licence Area**

4.3 The Contractor shall maintain to the reasonable satisfaction of the Government Representative the toilet provision outside Licence Area in a clean, tidy, unobstructive and serviceable condition. The Contractor shall on demand by the Government Representative undertake at its own expense to repair and rectify defects themselves or to employ eligible contractors to repair or rectify the same on their behalf as may be approved or prescribed by the Government Representative.

5. Shop Front and Doors

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

6. Ceiling

6.1 No false ceiling is provided in the Licence Area. If false ceiling is required, the Contractor shall be responsible for any alteration works and getting the approval from the Fire Services Department and other relevant authorities.

6.2 The ceiling may be of open construction such as lattice grid or open strip providing a minimum of seventy percent (70%) net free area in order to avoid modifications to the Fire Services installations.

7. Floor and Walls

7.1 Concrete floor finished with cement/sand screed and concrete floor granite boarder around the external full height glass wall panel of the Licence Area. The flooring in the Licence Area, which should not be removed but may be covered. 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 Contract Period or sooner termination of the Contract.

7.2 Internal wall of the internal areas in the Licence Area may be covered up with plasterboard or plywood with decoration, which shall be removed at the end of the Contract Period or sooner termination of the Contract.

7.3 The existing glass panels shall not be lined with plaster board or plywood, etc. No coating or painting on the glass panels is allowed.

CONTRACT SCHEDULE 11**Licence Area****B. Technical Information****1. Electricity Supply**

- 1.1 A 60 Amp three (3)-phase power supply is available for the Licence Area. The Contractor will be responsible for the wiring from the main power point there to the desired locations within the Licence Area and making application to the Hong Kong Electric Company Limited and the Government Representative for the installation of its own meter and the cost thereof.
- 1.2 The Contractor must engage a Registered Electrical Contractor (REC)/Registered Electrical Worker (REW) to conduct electrical work and shall be responsible for all the costs involved. A copy of the Work Completion Certificate (WR1) attached with schematics and test reports should be submitted to the Government Representative for retention. All alteration works must be removed and all original provisions restored at the end of the Contract Period or sooner termination of the Contract. The Licensed Electrical Permit Holder shall assess the total electricity consumption to avoid overloading the incoming switch and also certify the works upon completion in accordance with the requirements of the Electricity Ordinance (Chapter 406 of the Laws of Hong Kong).
- 1.3 The Licence Area must be lit in such a way that other building users will be not be adversely affected by any glare or reflection.
- 1.4 The Contractor must take down all electrical alteration works and reinstate the original electrical works and light fittings provided by the Government Representative at the Licence Area at the end of the Contract Period or sooner termination of the Contract.
- 1.5 The Contractor shall conduct periodic inspection, testing and certification on its electrical installations once every five (5) years, including the first year of the Contract, in accordance with Electricity (Wiring) Regulation (Chapter 406E of the Laws of Hong Kong). A copy of the endorsed Periodic Test Certificate (WR2) attached with schematics and test reports should be submitted to the Government Representative for retention.
- 1.6 All the electrical installation works to be carried out by the Contractor shall comply with the Building Energy Efficiency Ordinance (Chapter 610 of the Laws of Hong Kong).
- 1.7 The Contractor shall comply a qualified Registered Energy Assessor (REA) to obtain a Form of Compliance (FOC) and submit to the Electrical and Mechanical Services Department within two (2) months after the completion of the major retrofitting works. A copy of the FOC certified by the REA shall be submitted to the Government Representative for retention.

CONTRACT SCHEDULE 11**Licence Area****2. Water Supply**

- 2.1 Fresh water supply is provided at the Licence Area. The Contractor will be responsible for making application to the Water Supplies Department and the Government Representative for the installation of its own meter and the cost thereof for the water supply (including sewage charges) to the Licence Area. Any alteration work for operational needs shall be approved by the Water Supplies Department with the prior permission of the Government Representative.
- 2.2 The Contractor shall pay and discharge all deposits and charges in respect of water (including sewage charges) consumed by the Contractor on or in the Licence Area, charges for sewage services and all costs of installation of all meters in connection therewith. In the event that any such supply is not metered, such amount in respect of water (including sewage services) consumption as shall be reasonably assessed or estimated by the Government Representative.

3. Drainage

- 3.1 Floor drain, excluding grease trap, is provided in the Licence Area. The Contractor shall be responsible to install with the grease traps as required. The Contractor is responsible for submission to the Licensing Section of the Food and Environmental Hygiene Department for approval of any alteration works to the existing installations that it intends to suit the layout of food preparation area of the Light Refreshment Restaurant. All alteration works including but not limited to raised flooring and surface channel shall be removed and all original provisions restored at the end of the Contract Period or sooner termination of the Contract.

CONTRACT SCHEDULE 11

Licence Area

- 3.2 The Contractor shall keep and maintain at all the times at the expense of the Contractor the drainage system, including all grease traps, drain pipes and manholes, etc. located within i) the Licence Area and/or ii) outside Licence Area but solely serving the Licence Area. The Contractor shall carry out cleansing and clearing of all grease traps in relation to/connected to the Licence Area for which the Contractor is liable on, at least, a daily basis and of all the drainage and sewerage pipes in relation to the Licence Area for which the Contractor is liable at frequent intervals to the Government's reasonable satisfaction to prevent choking and blockage of the installations and to ensure that all water and liquid discharged from the Licence Area are free of grease. For reducing the likelihood of recurrent choking and blockage of the installations, the Contractor shall arrange at the expense of the Contractor professional pipe cleaning at least on monthly basis or at a frequency as prescribed by the Government at any time and from time to time for clearing clog in the course of the Business. Where the Government reasonably considers that hot or warm effluent may congeal and cause blockage within the drainage system, the Contractor shall forthwith on demand by the Government undertake at its own expense either an emulsifying or a neutralizing effect by using such equipment or by employing such cleaning agent as may be approved or prescribed by the Government Representative.
- 3.3 The Contractor shall pay the Government on demand the cost incurred by the Government Representative in cleansing and clearing any of the drains, sewers and grease traps choked or blocked due to the act, default or negligence of the Contractor of any of its servants, agents, invitees, licensees or customers.

4. Air-conditioning

- 4.1 Self-controlled Fan Coil units for air-conditioning have been installed in the indoor Licence Area of the Light Refreshment Restaurant. The Contractor is responsible, at its own cost, for the installation of an independent system if additional cooling is required subject to the prior approval from the Government Representative.
- 4.2 The Government Representative shall in no event whatsoever be held responsible for any failure or interruption of air-conditioning service from any cause whatsoever or for any damage or loss (direct or indirect) whatsoever caused thereby.
- 4.3 All the air-conditioning installation works to be carried out by the Contractor shall comply with the Building Energy Efficiency Ordinance (Cap. 610).
- 4.4 The Contractor shall employ a qualified Registered Energy Assessor ("REA") to obtain a Form of Compliance ("FOC") and submit to the Electrical and Mechanical Services Department within two (2) months after the completion of the major retrofitting works. A copy of the FOC certified by the REA shall be submitted to the Government Representative for retention.

CONTRACT SCHEDULE 11**Licence Area****5. Fire Services Installations**

- 5.1 There is one (1) lot of sprinkler provision for Fire Services (“FS”) Installation at the Licence Area.
- 5.2 If addition and alteration to the existing FS sprinkler layout is required, such works and the new pipes must be fed from the existing sprinkler system in the Licence Area subject to the prior approval from the Government Representative and relevant authority.

6. Signage

All signage shall not be erected without prior approval from the Government Representative. Any electrical works required for installation of the signage shall be carried out by Registered Electrical Permit holder. No moving signs or flashing lights will be permitted.

7. Fitting Out Methods

- 7.1 In conducting fitting-out works, the Contractor shall maintain the work place in a clean, safe and decent condition to the satisfaction of the Government Representative. The fitting-out works must be carried out in such a way that the public and other users of the Venue are protected from excessive risks, noise and dirt.
- 7.2 The works area is to be completely sealed off from the remaining first (1st) floor lobby of the Venue by full height hoarding or sheeting to prevent the egress of dust and dirt.
- 7.3 No welding work can be carried out without the prior approval of the Government Representative. Temporary covers must be applied to the nearby smoke detectors to prevent activating the Fire Alarm System unnecessarily.
- 7.4 All building debris and rubbish must be regularly carted away from time to time as directed by the Government Representative. Prior approval by Government Representative is required for the designated material and debris storage area.
- 7.5 The Contractor shall, at its own cost, pay all required cost for the fitting-out works.
- 7.6 The fitting out works should comply with the updated Barrier Free Access Design Manual.

CONTRACT SCHEDULE 11**Licence Area****8. Working Hours for Fitting Out**

- 8.1 The noise level of all fitting-out works should be acceptable to the the Government Representative. The regulations issued by the Director of Environmental Protection shall be followed.
- 8.2 Fitting-out works which will cause nuisance, including but not limited to noise and smell, are not allowed during opening hours of the Venue as detailed in **Annex A**. 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 Venue or the activities of the users of the Venue. The Contractor is responsible to apply for permission from the Director of Environmental Protection if special arrangement is deemed necessary.
- 8.3 During the period of the fitting-out works, the Contractor shall keep a register of daily attendance of all the workmen working on site for periodic inspection by the Government Representative.
- 8.4 The Contractor is responsible to apply for permission from Director of Environmental Protection if special arrangement is deemed necessary.
- 8.5 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 Venue or the activities of the users of the Venue.
- 8.6 During the period of the fitting-out works, the Contractor shall only permit those Registered Workers with valid safety training certificates as defined and required under the Factories and Industrial Undertaking Ordinance (Chapter 59 of the Laws of Hong Kong) and under the Construction Workers Registration Ordinance (Chapter 583 of the Laws of Hong Kong) to carry out the works. The Contractor shall keep a registrar of daily attendance of all the workmen working on site for periodic inspection by the Government Representative.

CONTRACT SCHEDULE 11**Licence Area****9. General**

- 9.1 The Contractor shall design, submit for approval and implement the plan for obtaining a valid Licence from the Food and Environmental Hygiene Department or other licensing authorities as appropriate. All building works shall comply with the relevant statutory requirements. The Contractor should appoint and seek professional services from a competent person such as an Authorised Person (AP) and/or Registered Structural Engineer (RSE) to implement the construction works in the Licence area which shall fully comply with the Buildings Ordinance/Regulations and other relevant statutory requirements as well as the latest licensing requirements. The AP/RSE shall assess the structural feasibility and ensure their installation is structurally sound, and bear the full responsibility of his/her design, planning and supervision of the construction works to be carried out without any irregularities, in the aspects of statutory requirements, materials, design and workmanship, etc. No part of the works may have any adverse effect, structurally or in any other ways, on the existing building.
- 9.2 The Contractor should undertake to implement all necessary improvement works in the Licence Area and those do not comply with the Buildings Ordinance/Regulations and other relevant statutory requirements as well as the latest licensing requirements, at his own cost.
- 9.3 The Contractor's AP/RSE should advise on any improvement works necessary for the area(s) outside the Licence Area to meet the latest licensing requirements.
- 9.4 No claims should be allowed where the improvement works is necessary in either the Licence Area or outside the Licence Area, to comply with the Building Ordinance/Regulations and other relevant statutory requirements as well as the latest licensing requirements.
- 9.5 The repair and maintenance of all the internal building elements, fixtures and fittings, including but not limited to plumbing and drainage pipe works, inside the Licence Area except the structure of the building should be undertaken by the Contractor. The Contractor shall at all reasonable times with or without prior notice allow the Government Representative and/or its agent and/or contractor to gain access for inspection and/or maintenance of the Licence Area or its adjoining area.
- 9.6 The Contractor shall at any time exercise due cares for the fitting-out works which may result in any damage/loss of properties/injury to persons. The Contractor shall indemnify the Government Representative for any such claim from damage/loss of properties/injury to persons.

CONTRACT SCHEDULE 11**Licence Area**

- 9.7 Demolition and alternation of structural elements of the Licence Area are not allowed except with prior approval and consent from the Building Authority as well as the Government Representative.
- 9.8 The Contractor shall appoint adequate competent Safety Officers/Supervisors/representatives to ensure site safety for compliance with relevant statutory requirements.
- 9.9 No building structure and other elements/facilities under our maintenance purview may be damaged or affected. No work by the Contractor shall obstruct the future operation and maintenance of the existing building elements. The Contractor shall take down, re-site, remove or reinstate their renovated fixtures/services/installations, when so required by the Government Representative, at its own cost and any affected areas shall be made good to match the existing and to the satisfaction of the Government Representative.
- 9.10 All building elements or affected areas shall be made good after completion of their works and shall be reinstated to match with existing to the satisfaction of the Government Representative after expiry of the Contract Period.
- 9.11 All mechanical, electrical, FS, specialised feature and equipment aspects should seek the comments of the maintenance agents of the Government Representative.

C. Provisions given by the Government

Provisions given by the Government for the Licence Area are shown on **Contract Schedule 12**.

CONTRACT SCHEDULE 12**Government's Provisions Made Available to the Contractor****Light Refreshment Restaurant**

Item	Description	Quantity
1.	Stainless steel sink	Two (2)
2.	Marble border along shop front	One (1)
3.	Sprinkler provision for Fire Services Installation	One (1) lot
4.	60 Amp three (3)-phase power supply	One (1)
5.	One (1) female communal toilet (including two (2) wash-hand basins, two (2) water closets and two (2) w.c. pans)	One (1) lot
6.	One (1) Male communal toilet (including two (2) wash-hand basins, one water closet, one (1) w.c. pan and two (2) urinals)	One (1) lot

FORM OF SECURITY DEPOSIT ELECTION

(put in the Technical Submission envelope
without any indication on the Monthly Licence Fee)

Tenderers are advised to read carefully the Tender Documents before completing this Form of Security Deposit Election.

To: The Chairman
Tender Opening Committee, Government Logistics Department

I/we elect, to deposit with the Government the Security Deposit according to **Paragraph 23** of the Terms of Tender:-

- * (a) In cash, or
- * (b) By a Banker's Guarantee in the form at the **Appendix** hereto and as approved by the Government Representative and issued by a bank with a bank licensed under Section 16 of the Banking Ordinance (Cap. 155).

** Delete as appropriate. In the event that the Tenderer fails to elect which method of providing the Security Deposit, it will be assumed that the Tenderer will deposit cash with the Government.*

Name of Tenderer : _____ Date : _____
Name of Authorised Representative : _____
Signature of Tenderer Or
Authorised Representative* : _____
(with firm/company chop)

FORM OF BANK GUARANTEE
FOR THE PERFORMANCE OF A CONTRACT

THIS GUARANTEE is made on the.....day of.....20.....
 BY.....
 of....., a bank with a valid banking licence within the meaning of the
 Banking Ordinance, Cap. 155 of the Laws of Hong Kong (“Guarantor”)

IN FAVOUR OF

ASSISTANT DIRECTOR OF LEISURE AND CULTURAL SERVICES DEPARTMENT whose
 office is situated at the Leisure and Cultural Services Headquarters, 1 - 3 Pai Tau Street, Sha Tin
 acting for and on behalf of THE GOVERNMENT OF THE HONG KONG SPECIAL
 ADMINISTRATIVE REGION OF THE PEOPLE’S REPUBLIC OF CHINA (“Government”)

WHEREAS

- (A) By a contract (“Contract”) to be made
 between.....
 of..... (“Contractor”) of
 the one part and the Government of the Hong Kong Special Administrative Region of
 the People’s Republic of China of the other part (designated as Leisure and Cultural
 Services Department Contract No. LC/CS/T/LRR/00/HKCL/2022), the Contractor
 agrees and undertakes to operate a Light Refreshment Restaurant at the Hong Kong
 Central Library upon the terms and conditions of the Contract.
- (B) It is a condition precedent to the Government agreeing to grant the Contract that, inter
 alia, the Contractor shall pay to the Government the Contract Deposit. The
 Guarantor executes this Guarantee in favour of the Government.

THIS GUARANTEE EXECUTED AS A DEED WITNESSES as follows:

- (1) Where applicable, words and expressions used in this Guarantee (including the
 recitals) shall have the meaning assigned to them in the Contract. All rights and
 powers of the Government under this Guarantee may be exercised by the Government
 Representative.
- (2) In consideration of the Government agreeing to enter into the Contract with the
 Contractor:
- (a) The Guarantor hereby irrevocably and unconditionally guarantees, as a primary
 obligor and not as a surety, and as a continuing security, the due and punctual
 performance and observance by the Contractor of all of its obligations under the
 Contract and the Guarantor shall pay to the Government on demand and
 without cavil or argument all monies and liabilities which are now or at any
 time hereafter shall become due or owing by the Contractor to or in favour of
 the Government or the Government Representative under or in connection with
 the Contract together with all costs, charges and expenses on a full indemnity

FORM OF BANK GUARANTEE
FOR THE PERFORMANCE OF A CONTRACT

basis which may be sustained or incurred by the Government or the Government Representative by reason or in consequence of any default on the part of the Contractor in performing or observing any of its obligations under the Contract, regardless of any dispute between the Government or the Government Representative and the Contractor.

- (b) The Guarantor, as a principal obligor and not as a surety, and as a separate, independent and continuing obligation and liability from its obligations and liabilities under sub-clause (a) above, irrevocably and unconditionally agrees to indemnify and keep indemnified each of the Government and the Government Representative from and against and shall pay to the Government Representative 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 or the Government Representative arising from or in connection with the failure of the Contractor to perform or observe fully or punctually any of its obligations under the Contract.
- (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, or 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 Contractor and the Government or the Government Representative or by any change in obligations of the Contractor under the Contract or by any forbearance granted by the Government or the Government Representative to the Contractor as to payment, time, performance or otherwise whether or not such arrangement, change 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, and the Guarantor hereby waives notice of or assent to:
- (a) any suspension of, termination, amendment, variation, novation or supplement to the Contract (including without limitation extension of time for performance) or any concession or waiver by the Government or the Government Representative, in whole or in part, in respect of the Contractor’s obligations under the Contract;
 - (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 or the Government Representative may have against the Contractor

FORM OF BANK GUARANTEE
FOR THE PERFORMANCE OF A CONTRACT

and/or the negligence, failure, omission, indulgence or delay by the Government or the Government Representative in enforcing any right, power, privilege to or remedy available to the Government or the Government Representative 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, whether or not such assignment, novation or sub-contracting has been consented to; and
 - (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 by the Government or the Government Representative.
- (6) This Guarantee shall extend to all obligations of the Contractor under the Contract as the same may from time to time be amended or supplemented and the Guarantor hereby prospectively consents to whatever amendment, variation or supplement which may be made to the Contract.
- (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 date falling three (3) months after the expiry or early termination of the Contract Period; or
 - (b) upon early termination or expiry of the Contract Period, there remain any outstanding obligations and liabilities of the Contractor 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 and liabilities, right and claim have actually been carried out, completed and discharged (as confirmed by the Government Representative in writing), or failing which confirmation the date shall not in any event be later than thirty-six (36) months after the expiry or early termination of the Contract Period.

whichever is the applicable.

FORM OF BANK GUARANTEE
FOR THE PERFORMANCE OF A CONTRACT

- (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 or the Government Representative may at any time hold (collectively “Other Security”) and this Guarantee may be enforced by the Government or the Government Representative 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 or the Government Representative 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 submit to the exclusive jurisdiction of the courts of Hong Kong.
- (12) All documents arising out of or in connection with this Guarantee shall be served:
- (a) upon the Government, at the Leisure and Cultural Services Department of 9/F., 1 - 3 Pai Tau Street, LCS Headquarters, Shatin, New Territories, marked for the attention of the Director of Leisure and Cultural Services, facsimile number (+852) 2684 9634;
- (b) upon the Guarantor, at, 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 facsimile 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 (as evidenced by confirmed transmission report); 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) Notwithstanding anything herein to the contrary, the aggregate amount of the Guarantor’s liability under this Guarantee shall not exceed HK\$.....(Hong Kong Dollars.....Only.)

FORM OF BANK GUARANTEE
FOR THE PERFORMANCE OF A CONTRACT

IN WITNESS whereof the 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 and Title])
duly authorised by its board of directors:) _____

In the presence of:
Signature of witness:

Name of witness: _____
Title 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 and Title])

In the presence of:
Signature of witness:

Name of witness: _____
Title of witness: _____

* *Delete as appropriate.*

@ See Powers of Attorney Ordinance, Cap. 31

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.

NON-COLLUSIVE TENDERING CERTIFICATE

(To be completed and returned together with the tender submission)

To: the Government

Dear Sir/Madam,

Non-collusive Tendering Certificate

1. I/We, (name of the Tenderer) _____ of
(address(es) of the Tenderer(s)) _____

refer to the Government's invitation to tender for the grant of a Licence to operate the Light Refreshment Restaurant at the Licence Area at the Hong Kong Central Library ("Invitation to Tender") and my/our Tender in response to the Invitation to Tender (Tender Ref.: LC/CS/T/LRR/00/HKCL/2022).

Non-collusion

2. I/We represent and warrant that in relation to the Invitation to Tender:
- (a) My/Our Tender was prepared genuinely, independently and made with the intention to accept the Contract if awarded;
 - (b) My/Our Tender was not prepared with any agreement, arrangement, communication, understanding, promise or undertaking with any person (including any other Tenderer 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 Tender;
 - iv) an intention or decision to withdraw any Tender;
 - v) the submission of any Tender that does not conform with the requirements of the Invitation to Tender;
 - vi) the quality, quantity, specifications or delivery particulars of the products or services to which the Invitation to Tender relates; and
 - vii) the terms of my/our Tender,

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.

NON-COLLUSIVE TENDERING CERTIFICATE

(To be completed and returned together with the tender submission)

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 Tender, and such joint venture arrangement has already been notified to the Government in my/our Tender;
 - (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 Tender;
 - (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 Tender 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 Tender, 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 **Paragraph 38.1** of the **Terms of Tender**, the Government may exercise any of the rights under **Paragraphs 38.3** to **38.5** of the **Terms of Tender** in addition to and without prejudice to any other rights or remedies available to it against me/us.

NON-COLLUSIVE TENDERING CERTIFICATE

(To be completed and returned together with the tender submission)

6. Under the Competition Ordinance (Cap. 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 Tender and my/our personal information.

Signed by the Tenderer/Signed by an authorised signatory for and on behalf of :
the Tenderer

Name of the authorised signatory :
(where applicable)

Title of the authorised signatory :
(where applicable)

Date :

MEMORANDUM OF CONTRACT**Sample Memorandum of Contract to be signed**

THIS MEMORANDUM OF CONTRACT is made the _____ day of _____ 2023 BETWEEN THE ASSISTANT DIRECTOR (LIBRARIES AND DEVELOPMENT) OF LEISURE AND CULTURAL SERVICES DEPARTMENT whose office is situated at the Leisure and Cultural Services Headquarters, 1 - 3 Pai Tau Street, Sha Tin, 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 "Contractor") of the other part.

WHEREAS:

- (A) By an Invitation to Tender (Tender Ref.: LC/CS/T/LRR/00/HKCL/2022), the Government has invited tenders for the grant of a Licence to operate the Light Refreshment Restaurant at the Licence Area at the Hong Kong Central Library.
- (B) The Contractor's tender was accepted in principle by the Government by the issuance of the Conditional Acceptance of Tender to the Contractor pursuant to **Paragraph 12.1** of the **Terms of Tender**.
- (C) The Contractor has fulfilled all conditions specified in **Paragraph 12.2** of the **Terms of Tender** and the Conditional Acceptance of Tender.
- (D) Pursuant to **Paragraph 12.3** of the **Terms of Tender**, the parties hereto enter into this **Memorandum of Contract**.

NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1. All terms and expressions defined in the Tender Documents published by the Government in connection with the Invitation to Tender have the same meanings when used herein (including the recitals).
- 2. The Contract between the Government and the Contractor is hereby constituted and shall comprise the following documents:
 - (i) This Memorandum of Contract
 - (ii) Tender Form
 - (iii) Interpretation
 - (iv) Terms of Tender
 - (v) Conditions of Contract

MEMORANDUM OF CONTRACT

- (vi) Contract Schedules 1 and 11 to 12 (in their original form as found in the Tender Documents)
- (vii) Contract Schedules 2 to 10 (in the form as submitted by the Contractor as part of its offer subject to any modifications as the parties may agree or as the Government may stipulate in exercise of its powers under the Tender Documents)
- (viii) Form of Security Deposit Election
- (ix) Non-collusive Tendering Certificate
- (x) Annexes A to C

3. The commencement date of the Contract Period shall be: _____.
4. For the purposes of **Clause 52** of the **Conditions of Contract**, the address and facsimile number of the Contractor are as follows:

Name of the Contractor: _____

Address: _____

Facsimile Number: _____

Attention (Post Title): _____

IN WITNESS whereof the parties hereto have entered into this **Memorandum of Contract** on the day and year first above written.

SIGNED BY CONTRACTOR/THE)
 AUTHORISED REPRESENTATIVE for and)
 on behalf of THE CONTRACTOR) _____

Name of the Contractor/Authorised Representative: _____
 (Name)

Title of the Contractor/Authorised Representative: _____

in the presence of:
 Name of witness: _____

Title of witness: _____

ANNEXES

<u>Content</u>	<u>Sheet No.</u>
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ANNEXES

ANNEX A

General Information of the Hong Kong Central Library

1. Information of the Hong Kong Central Library

The Hong Kong Central Library (“Library”) is situated at the heart of Causeway Road overlooking Victoria Park. The 12-storey building is built on a site area of 9,400 sq.m. and has a gross floor area of 33,800 sq.m., which is so far the largest public library of its kind in Hong Kong. Apart from its quality library services and facilities, the Library also provides well-equipped hiring facilities on the ground floor all year round. The hiring facilities include a multi-purpose Exhibition Gallery, with more than 1,500 sq.m. usable display space featuring various types of exhibitions, a 290-seat Lecture Theatre and two Activity Rooms. In 2019 when there is no COVID-19, the monthly attendance is about 250,000 - 300,000. A location plan of the Library is at **Annex B**.

2. The Light Refreshment Restaurant at the Hong Kong Central Library

The Light Refreshment Restaurant is situated on the first (1st) floor of the Library. It is intended to serve a wide variety of meals, refreshment, tea, drinks and other food commodity to patrons under a comfortable environment. The style and quality of service of the Light Refreshment Restaurant should be commensurate with the unique image, ambiance and operation of the Library. It has a total floor area of about 125 sq.m., including 97 sq.m. indoor serving area and food preparation area as well as outside seating area of about 28 sq.m. It has two (2) entrances outside the Library of which the restaurant from facing podium of the Library and the view of the restaurant is visibly facing the First (1st) Floor Main Foyer Area of the Library. The layout plan of the Light Refreshment Restaurant and the Licence Area is at **Annex C**.

(Note: The attached plans at **Annexes B** and **C** are approximate and for the purpose of identification only. The figures referring to the respective areas of the Licence Area referred to in this **Annex** are approximates and subject to final measurement. The layout of the Licence Area in **Annex C** is also approximate and subject to the final adjustment as may be shown in the final as-built plan(s) of the Licence Area.)

ANNEXES

ANNEX A

3. Opening Hours of the Light Refreshment Restaurant

The opening hours of the Library are from 10:00 am to 9:00 pm on Monday, Tuesday, Thursday, Friday, Saturday & Sunday; from 1:00 pm to 9:00 pm on Wednesday; and from 10:00 am – 7:00 pm on Public Holidays. However, the Library is closed at 5:00 pm on New Year's Eve, Chinese New Year's Eve, Mid-Autumn Festival and Christmas Eve. Besides, the Library is closed on the following 7 days: New Year Day, The First, Second and Third Day of the Chinese New Year, Good Friday, Christmas Day and the Boxing day. The Light Refreshment Restaurant shall have the same opening hours of the Library as aforesaid which may be subject to revision by the Government Representative when needed.

Special functions and activities including exhibition previews, opening ceremonies and receptions will be presented in the Library's ancillary facilities including but not limited to the 290-seat Lecture Theatre, Exhibition Gallery and Activity Rooms.

When Typhoon signal No. 8 or above is issued, the Library will be closed until the Signal is cancelled or lowered. The Library will remain closed if Typhoon Signal No. 8 is cancelled/lowered less than two (2) hours before the normal closing hours.

The Library will open as usual when Amber Rainstorm Warning or Red Rainstorm Warning is issued. If Black Rainstorm Warning is issued during the Library's opening hours, the Library will remain open to provide shelters to the visitors and staff. If the Black Rainstorm Warning is issued before the Library's opening hours, the Library will be closed until the warning is cancelled. The Library will remain closed if the Black Rainstorm Warning is cancelled less than two (2) hours before the normal closing hours.

ANNEXES

ANNEX B

Location Map of the Hong Kong Central Library



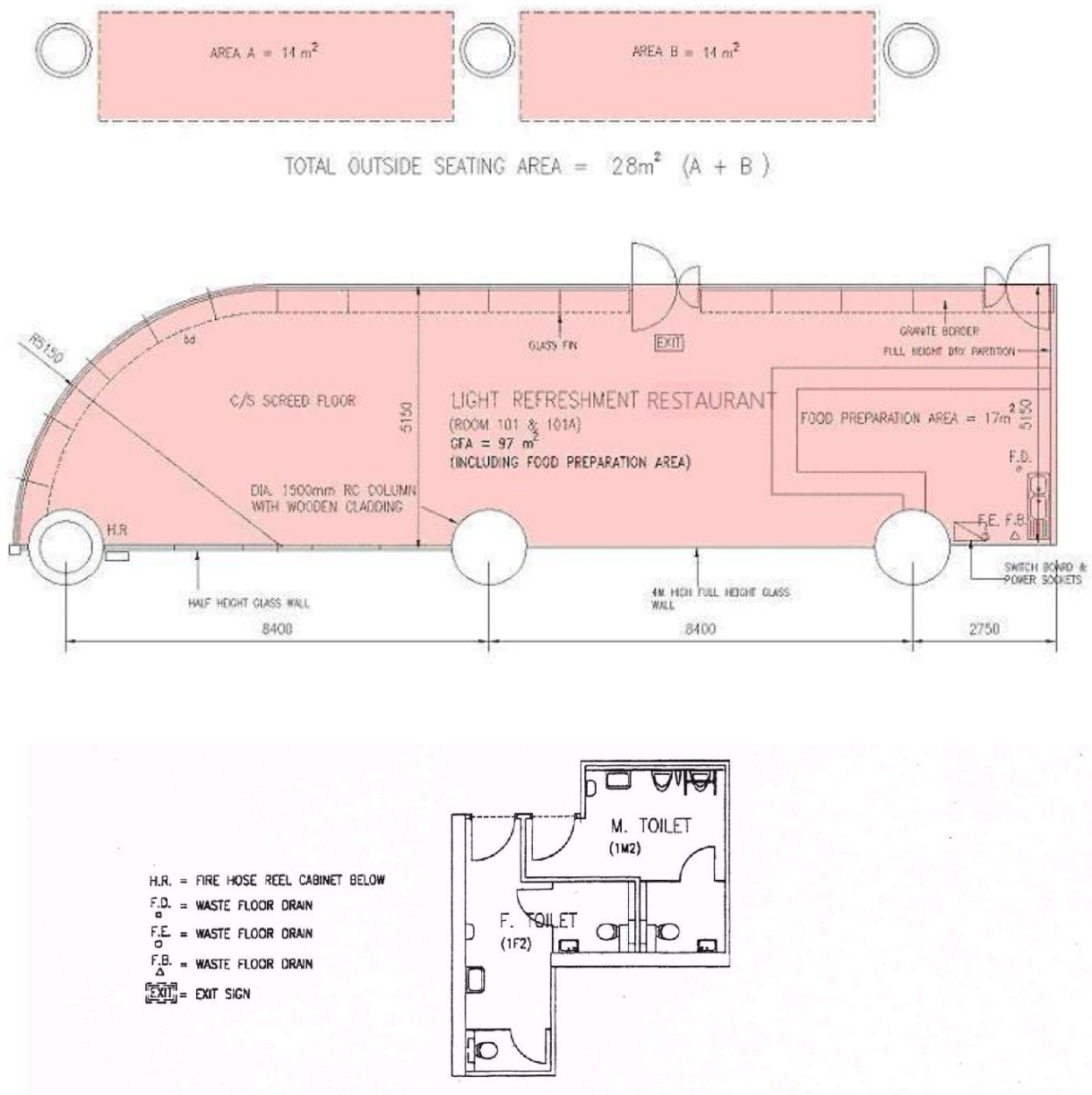
(Not to scale)

ANNEXES

Annex C

Licence Area

The areas as shown shaded dark in the following layout plan and the two toilets are collectively the Licence Area



The approximate total floor area of the Light Refreshment Restaurant is 125 m² (Not to Scale)

ANNEXES

Annex D

To: Assistant Manager (Central Library) Hiring Services
Fax: **2504 2091**
Tel.: 2921 0277

**ENROLMENT FORM FOR THE TENDER BRIEFING SESSION/SITE VISIT ON
29 August 2022 (Monday) at 3:00 p.m.**

**Tender for the Grant of Licence to Operate the
Light Refreshment Restaurant at the Hong Kong Central Library**

[please return this form by fax on or before **26 August 2022 (Friday)**]

Name of Company : _____ (Chinese)
_____ (English)

Name & Title of Representatives attending the Briefing Session (maximum of 2)

- 1. _____
- 2. _____

Details of the Organisation/Company:

Contact Person : _____
Post : _____
Address : _____

Telephone : _____
Fax : _____
E-mail : _____

The Tenderer is advised to bring along the Tender Documents to the Tender Briefing Session/Site Visit.