

# TENDER FORM

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

TENDER FOR  
THE GRANT OF A LICENCE TO CONDUCT

CATERING BUSINESS  
IN HONG KONG STADIUM

(Tender Ref. : LRQ HKS C1-30/16 II )

## 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 a Licence to Conduct Catering Business in Hong Kong Stadium"

and addressed to the Chairman, Government Logistics Department Tender Opening Committee,  
must be deposited in the Government Logistics Department Tender Box situated at the Ground Floor, North Point Government Offices, 333 Java Road, North Point, Hong Kong

before 12:00noon (time) on 28 July 2017 (date). Late tenders will not be accepted.

Dated this 7 July 2017

CHAN Wai-kiu  
Government Representative

## Part I — Tender Documents

These documents under the tender reference

LRQ HKS C1-30/16 II

consist of three (3) complete sets of :

- (a) Tender Form;
- (b) Tender Labels 1 and 2;
- (c) Interpretation (Sheets 1 to 5);
- (d) Notes for Tenderer (Sheets 6 to 20);
- (e) Conditions of Contract (Sheets 21 to 56);
- (f) Schedules (Sheets 57 to 76);
- (g) Agreement (Sheets 77 to 78); and
- (h) Annexes (Sheets 79 to 100).

**Part II — Offer to be Bound**

- 1. Having read the Tender Documents, I/we agree to be bound by the terms and conditions as stipulated therein.
- 2. I/We do agree to carry out the Business mentioned in the Conditions of Contract and pay the Monthly Licence Fee and Minimum Annual Licence Fee quoted by me/us in the First Schedule, subject to and in accordance with the terms and conditions stipulated in the Tender Documents.
- 3. I/We have read Clause 2 Tender Preparation and Clause 4 Tender Submission of the Notes for Tenderer and certify that the particulars given by me/us in completing the Tender Documents are true and correct.

(Notes : The Tenderer **MUST** complete the following parts of the Tender Documents :

- (i) Tender Form (Part II – Offer to be Bound); and
- (ii) The First to Third Schedules.)

4. I/We have read Clause 5 Restrictions on Tender of the Notes for Tenderer. I/ We agree to be bound by the terms and conditions as stipulated therein.

5. In case the Tenderer is a company/firm/body unincorporated, the Tenderer is required to complete 5(a) to 5(c). In case the Tenderer is not a company/firm/body unincorporated, the Tenderer is required to strike out 5(a) to 5(c).

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

– or –

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

- (b) The name of the company/firm/body unincorporated is .....

**A letter certifying the person who signs this tender is an authorized person to sign contracts/agreements on behalf of the said company/firm/body unincorporated 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/resolution to show that the signatory is duly authorized by the Board of Directors is required to be attached to this Tender Form.**

- (c) The registered office of the company/firm/body unincorporated is situated at .....

.....

– or –

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

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

Name of Tenderer/Authorized Representative \* \_\_\_\_\_  
(Name in block letters)

Signature of Tenderer/Authorized Representative \* \_\_\_\_\_  
(Signature) (with Tenderer’s chop, if applicable)

Address(es) of person(s) signing : \_\_\_\_\_  
.....

Date : \_\_\_\_\_

NOTES : (i) All the particulars required above must be provided.

(ii) Strike out where not applicable.

\* Delete as appropriate.

# **TENDER LABEL 1**

## **Price 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 a Licence to Conduct  
Catering Business in Hong Kong Stadium**

**(Tender Ref. LRQ HKS C1-30/16 II)**

Tender Closing Date: 28 July 2017 (before 12:00 noon)

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**TENDER LABEL 2**  
**Technical 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 a Licence to Conduct  
Catering Business in Hong Kong Stadium**

**(Tender Ref. LRQ HKS C1-30/16 II)**

Tender Closing Date: 28 July 2017 (before 12:00 noon)

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## INTERPRETATION

1. The interpretation of the following terms applies to the Tender Documents and the Agreement unless the context provides otherwise—

“Agreement”	means the Agreement entered into between the Government and the Licensee on the terms and conditions of Tender Documents.
“Agreement Year”	means every successive twelve (12) months’ period within the Licence Period or the remainder of the Licence Period after the last complete twelve (12) months’ period (as the case may be).
“Annual Licence Fee”	means the fee either be the aggregation of Monthly Licence Fee paid for that Agreement Year or the Minimum Annual Licence Fee quoted by the successful Tenderer in the <b>First Schedule</b> , whichever is the higher.
“Audited Accounts”	means a statement of accounts audited and certified accurate and complete by a professional accountant holding practising certificate or a corporate practice within the meaning of the Professional Accountants Ordinance (Cap. 50).
“Bars”	means the four (4) catering outlets on the Suite Level and being part of the Licence Areas as delineated and shown coloured purple in Annex C and detailed in Annex E(5), Annex E(6), Annex E (8) and Annex E(9).
“Cap.”	means the Chapter of the Laws of the Hong Kong Special Administrative Region.
“Catering Business”	means the Licensee’s business as described in Clause 3 of the Conditions of Contract.
“Catering Services”	means the private food and beverage services according to the Third Schedule provided by the Licensee to Other Specific Areas and any other areas of the Venue as determined by the Government Representative.
“Event”	means any form of entertainment or function which takes place at the Venue, where attendance of spectators is expected.

“Event Day”	means a day on which there is Event.
“Executive Suites”	means the fifty (50) suites located on the Suite Level as delineated and shown coloured yellow in Annex C.
“Executive Suite Holders”	means the hirers of the Executive Suites.
“General Holiday”	means every Sunday and any other day which is a general holiday by virtue of the General Holidays Ordinance (Cap. 149).
“Government”	means the Government of the Hong Kong Special Administrative Region.
“Government Representative”	means the Leisure and Cultural Services Department acting for and on behalf of the Government or any duly authorized officer for the purpose of this Agreement.
“Gross Monthly Receipts”	means the gross proceeds or receipts as received or receivable by the Licensee for any food and/or drinks, and/or any other non-food items as approved by the Government, sold or consumed provided by or through the Licensee within or through or out of the Licence Areas plus all other incomes (except profits arising from the sale of capital assets) deriving from or in respect of the Catering Business as defined in Clause 3 of the Conditions of Contract and shall be free and clear of any deduction. For the avoidance of doubt, it is hereby declared that any payment by credit card, shall be deemed to have been received in full by the Licensee at the time it is made and the Gross Monthly Receipts shall be free and clear of any deduction whatsoever.
“Letter of Conditional Acceptance”	means the letter of conditional acceptance referred to in Clause 17 of the Notes for Tenderer.
“Licence”	means the right to conduct the Catering Business within the Licence Areas, provision of Catering Services in Other Specific Areas, inclusive of Vending Right and operation of Temporary Food and Beverage Booths at the Venue.



“Licence Areas”	means the areas as delineated and shown coloured brown, purple, red and pink in Annexes B, C, D and E, inclusive of the four (4) Bars, eight (8) Vending Stations, preparation kitchen, satellite kitchens, dishwashing areas, storage rooms and offices, linen room and walk-in fridges.
“Licence Percentage”	means the Licence Percentage quoted by the successful Tenderer in the <b>First Schedule</b> .
“Licence Period”	means the period during which the Licence is in force and includes any extension thereof as specified in Clause 2 of the Conditions of Contract.
“Licensee”	means the Tenderer whose tender for grant of the Licence is accepted by the Government Representative.
“Lounge Areas”	means the two (2) lounge areas on the Suite Level and being part of the Other Specific Areas as delineated and shown coloured yellow in Annex C.
“Minimum Annual Licence Fee”	means the Minimum Annual Licence Fee quoted by the successful Tenderer in the <b>First Schedule</b> .
“Monthly Licence Fee”	means the fee which is calculated as the Licence Percentage of the preceding month’s Gross Monthly Receipts which the Licensee shall pay to the Government in accordance with the conditions as stipulated in Clause 6 of the Conditions of Contract.
“Offer to be Bound”	means the formal offer by a Tenderer contained in Tender Form.
“Original Tender Closing Date”	means the date specified in Clause 4(a) of Notes for Tenderer as the date for submission of tender regardless of any extension.
“Other Specific Areas”	means the areas including the fifty (50) Executive Suites, two (2) Lounge Areas and all Temporary Boxes on the Suite Level, the Multi-use Room and two (2) Star-dressing Rooms on the Service Level as coloured yellow and blue in Annexes C and D.
“Person”	includes any individual, company, corporation, partnership, firm and unincorporated body.

“Products”	means the food and beverage services as proposed by the Licensee and approved by the Government Representative provided to users of the Venue and as may vary from time to time on prior agreement with the Government.
“Restaurant”	means the restaurant on the Suite Level West shown in Annex C.
“Security Deposit”	means the deposit which the Licensee deposits with the Government in accordance with Clause 13 of the Notes for Tenderer and Clause 7 of the Conditions of Contract for the due and proper performance of the Agreement.
“Temporary Boxes”	means the enclosed seating areas temporarily erected on the spectator stands exclusively hired for use by individual corporations/organizations during an Event.
“Temporary Food and Beverage Booths”	means the temporary food and beverage sale outlets, inclusive of temporary beer stations, which may be constructed in the concourse areas on both Main and Upper Levels during an Event.
“Tender Closing Date”	means the date and time referred to in Clause 4(a) of the Notes of Tenderer or if this has been extended, the extended date set for lodging of the Tender, being the latest time by which tenders shall be lodged.
“Tender Documents”	means the documents as specified in Clause 1 of the Notes for Tenderer.
“Tender Validity Period”	means the period of one hundred and fifty (150) days or any other period specified by the Government Representative commencing on the Tender Closing Date during which the Tender is to remain open.
“Tenderer”	means the Person submitting this tender.
“Vending Right”	means the right to sell the Products by means of mobile vending to spectators on the spectator stands during an Event, excluding Temporary Boxes and sales by vending machines, unless otherwise specified by the Government.

- “Vending Stations” means the eight (8) replenishment outlets, numbered 3, 10, 13, 21, 22, 28, 29 and 35 identified and shown coloured brown in Annex B and detailed in Annexes E(11) to E(18) as part of the Licence Areas for supply of food and beverage items to mobile vendors of the Licensee for the mobile vending operation.
- “Venue” means the Hong Kong Stadium located at 55 Eastern Hospital Road, So Kon Po, Hong Kong, with premises as delineated and shown coloured pink in Annex A.
- “Working day(s)” 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 is in force.

2. In the Tender Documents and the Agreement, unless the content otherwise requires, the following rules of interpretation shall apply—
- (a) “month” and “monthly” refer to a calendar month.
  - (b) The masculine gender includes the feminine and the neuter genders and vice versa.
  - (c) The singular includes the plural and vice versa.
  - (d) Reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument. Reference to a statute or enactment shall include all subsidiary legislation made thereunder.
  - (e) The heading to individual clauses of the Agreement is for ease of reference only and shall not affect the interpretation or construction of the Agreement.

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

**NOTES FOR TENDERER**

1. Tender Documents

These documents identified as **LRQ HKS C1-30/16 II** consist of THREE (3) complete sets of –

- (a) Tender Form;
- (b) Tender Label 1 (Price Submission) and Tender Label 2 (Technical Submission);
- (c) Interpretation (Sheets 1 to 5);
- (d) Notes for Tenderer (Sheets 6 to 20);
- (e) Conditions of Contract (Sheets 21 to 56);
- (f) Schedules (Sheets 57 to 76);
- (g) Agreement (Sheets 77 to 78); and
- (h) Annexes (Sheets 79 to 100).

2. Tender Preparation

- (a) A Tenderer **MUST** submit the following –
  - (i) a duly signed Offer to be Bound in the Tender Form;
  - (ii) the quotation of Minimum Annual Licence Fee and the Licence Percentage for the calculation of the Monthly Licence Fee in the First Schedule;
  - (iii) a duly completed Second Schedule Part I on Background and Status of Tenderer;
  - (iv) a duly completed Second Schedule Part II on Experience of Tenderer;
  - (v) décor design as required in the Third Schedule; and
  - (vi) business plan, management plan and contingency plan as required in the Third Schedule.
- (b) A Tenderer who fails to submit any of the items specified in Clause 2(a)(i), (ii), (iv) and (vi) above with the tender by the Tender Closing Date shall render his tender invalid.

- (c) A Tenderer should provide all the specified items and documentary proof, as the case may be, under the Second and Third Schedules at the time when he submits his tender. The Government reserves the power to request any missing item or document as stated in the Second and Third Schedules or disqualify the tender for any such missing item or evaluate the tender on an “as is” basis.
- (d) A Tenderer must submit all Tender Documents in Triplicate in the manner stipulated in **Clause 4** hereof.
- (e) When completing the Tender Documents, any alteration in figures or words shall be effected by striking through the incorrect figures or words and inserting the corrected ones above the original ones. All such amendments shall be initialed by the Tenderer in ink. Any unauthorized alteration or erasure to the text of the Tender Documents may cause the tender to be rejected.

### 3. Tenderer’s Status

- (a) If the Tenderer is a sole proprietor, the Tenderer shall answer queries and sign the Tender Documents personally and shall not authorize any other person to act for the Tenderer. If the Tenderer is a company, firm or a body unincorporated, the Tenderer may authorize a person of the firm or an office-bearer of a body unincorporated to answer queries and sign the Tender Documents.
- (b) If the Tenderer is a firm, a company, a body unincorporated or other body corporate, he shall submit with the tender a copy of the minutes of meeting and/or resolution of the board of directors to prove proper authorization of the person(s) or representative(s) to act on behalf of the Tenderer and sign the Tender Documents. If the Tenderer is a partnership, one of the partners may sign the Tender Documents save and except that all partners shall execute the Licence.

### 4. Tender Submission

- (a) A two-envelope system is adopted in this tender. A Tenderer shall submit the Tender Documents in Triplicate in two separately sealed envelopes in the following manner —
  - (1) The Price Submission shall enclose the quotation of the Minimum Annual Licence Fee and the Licence Percentage for the calculation of the Monthly Licence Fee in the First Schedule;
  - (2) The Technical Submission shall contain —
    - (i) a duly signed Offer to be Bound in the Tender Form;
    - (ii) a duly completed Second Schedule on Tenderer’s Information with the necessary documentary proof; and

- (iii) Décor design, business plan, management plan and contingency plan as required in the Third Schedule; and
- (3) Both envelopes, using the specially designed tender labels provide with the Tender Documents, clearly marked “Price Submission or Technical Submission, Tender Ref.: LRQ HKS C1-30/16 II – Tender for the Grant of a Licence to Conduct Catering Business in Hong Kong Stadium and addressed to the Chairman, Government Logistics Department Tender Opening Committee, must be deposited in the Government Logistics Department Tender Box located at the Ground Floor, North Point Government Offices, 333 Java Road, North Point, Hong Kong before 12:00 noon on 7 April 2017.
- (b) In case of a black rainstorm warning signal or tropical cyclone warning signal no. 8 or above is issued between 9:00 a.m. and 12:00 noon on the Tender Closing Date, the closing time of this tender will be deferred to 12:00 noon on the next weekday (i.e. except Saturday and Sunday) other than a General Holiday and after the black rainstorm warning signal or tropical cyclone warning signal no. 8 or above is cancelled.
- (c) The Government Representative shall not be responsible for any mislaid tender or any tender submitted by methods other than as indicated under this clause.

#### 5. Restrictions on Tender

- (a) A tender shall only be accepted from any Person who shall occupy the Licence Areas for his own use. There shall be no assignment, underletting or parting with the possession of the whole or any part of the Licence Areas unless the Government Representative approves in writing otherwise.
- (b) (1) By submitting a tender, the Tenderer represents and warrants that in relation to the tender –
  - (i) he has not communicated and will not communicate to any Person other than the Government the amount of Monthly Licence Fee and the Minimum Annual Licence Fee;
  - (ii) he has not fixed and will not fix the amount of Monthly Licence Fee and the Minimum Annual Licence Fee by arrangement with any Person;
  - (iii) he has not made and will not make any arrangement with any Person as to whether he or that other Person will or will not submit a tender; and
  - (iv) he has not otherwise colluded and will not otherwise collude with any Person in any manner whatsoever in the tendering process.
- (2) In the event that the Tenderer is in breach of any of the representations

and/or warranties in sub-clause (1) of this clause, the Government Representative shall be entitled to, without compensation to any Person or liability on the part of the Government –

- (i) reject the tender; or
  - (ii) if the Government has accepted the tender, withdraw its acceptance of the tender; or
  - (iii) if the Government Representative has entered into the contract with the Tenderer, terminate the contract.
- (3) The Tenderer shall 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 and/or warranties in sub-clause (1) of this clause.
  - (4) Any breach of any of the representations and/or warranties in sub-clause (1) of this clause by the Tenderer may prejudice the Tenderer's future standing as a Government contractor.
  - (5) Sub-clause (1) of this clause shall have no application to the Tenderer's communications in strict confidence with his own insurers or brokers to obtain an insurance quotation for computation of the Monthly Licence Fee, or with his professional advisers or consultants to solicit their assistance in preparation of tender submission.
  - (6) The rights of the Government under sub-clauses (2) to (4) of this clause are in addition to and without prejudice to any other rights or remedies available to it against the Tenderer.

6. Tender Documents of the Unsuccessful Tenderer

Tender Documents of unsuccessful Tenderers will be destroyed three (3) months after the date the Agreement has been constituted under Clause 17 hereof.

7. Undisclosed Agency

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. **If there is a written partnership agreement, the Tenderer shall attach a copy of it to the Tender Documents.**

8. Memorandum and Articles of Association

**The Tenderer which is a company incorporated under the Companies Ordinance (Cap. 622) shall attach a copy of the Articles of Association to the Tender Documents. A Tenderer which is a company incorporated under any of the former Companies Ordinances shall attach a copy of each of the Memorandum of**

**Association and Articles of Association to the Tender Documents.**9. Business Registration Certificate

If the Tenderer is currently running a firm/company, a copy of the valid Business Registration Certificate which bears a machine-printed line to show that full registration fee has been paid shall be attached to the tender.

10. Tenderer's Response to Government Representative's Enquiries

In the event that the Government Representative determines that clarification of any tender is necessary, it will advise the Tenderer accordingly indicating whether the Tenderer should supplement his tender. The Tenderer shall thereafter within seven (7) working days or such period as specified in the request for clarification submits such information in the manner as requested by the Government Representative.

11. Monthly Licence Fee and Minimum Annual Licence Fee

(a) **The Tenderer must state in the First Schedule the Licence Percentage and the Minimum Annual Licence Fee for the Catering Business payable throughout the Licence Period of the Agreement that he wishes to offer.**

(b) The Minimum Annual Licence Fee does not include rates, Government rent and taxes payable in respect of the Licence Areas and the Catering Business.

(c) The Minimum Annual Licence Fee shall be expressed in Hong Kong dollars.

(d) Tenderers should make certain that all fees quoted is accurate before submitting their Tenders. 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 including that a mistake has been made in the fees quoted.

(e) 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 his tender, the Government Representative may, but is not obliged to, 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.

12. Financial Vetting

In the event that the contract value of this tender exceeds HK\$4.5 million, a financial vetting shall be conducted by the Government Representative. The Tenderer will be requested by the Government Representative to provide relevant financial information for conducting the financial vetting. If the Tenderer failed to provide any financial information required by the Government Representative within a specified period resulting that the Government Representative cannot complete vetting of the financial



position of the Tenderer, it shall be considered by the Government Representative that the Tenderer has failed the financial vetting.

### 13. Security Deposit

- (a) If the tender is accepted in accordance with Clause 15 hereof, the successful Tenderer shall not later than seven (7) days before the commencement of the Licence Period or at such time as shall be directed by the Government Representative deposit with the Government the sum of money as indicated in paragraph 1 of the **Second Schedule** as security for the due and faithful performance of the Agreement either in cash or in the form of a banker's guarantee approved by the Government Representative and issued by a bank licensed under Section 16 of the Banking Ordinance (Cap. 155). If the Security Deposit is provided in the form of a banker's guarantee, the successful Tenderer shall keep the Security Deposit valid for three (3) more months after the expiry of this Agreement, or the date on which all the obligations and liabilities of the Tenderer under the Agreement have been duly carried out, completed and discharged to the satisfaction of the Government Representative, whichever is later. In the event that the Tenderer fails to select the method of providing a Security Deposit, it will be assumed that the Tenderer will pay the Government the Security Deposit by way of cash in accordance with Clause 7 of the Conditions of Contract.
- (b) If the successful Tenderer has failed the financial vetting, apart from payment of one-third (1/3) of the Minimum Annual Licence Fee to the Government as Security Deposit, he shall deposit with the Government an additional amount equivalent to 5% of the total contract value, i.e. 5% of the total Minimum Annual Licence Fee for the whole Licence Period of this Agreement or one-sixth (1/6) of the Minimum Annual Licence Fee, whichever is the lower.
- (c) If the successful Tenderer fails to pay the Security Deposit by the due date aforesaid, the Government Representative shall immediately thereupon be at liberty to take action outlined in Clause 7(b) of the Conditions of Contract.

### 14. Essential Requirements

A Tenderer must have experience in providing catering services for at least four (4) events, each with serving capacity <sup>Note 1</sup> not less than 1 500 patrons at the same time in any one (1) day of an event, during the past five (5) years <sup>Notes 2 to 5</sup>.

#### Notes:

1. Serving capacity refers to the number of patrons served with food and beverages with waiter services.
2. Only the Tenderer's experience in its own name will be counted.
3. Tenderers should state clearly its experience in the **Second Schedule Part II**. Tenderers are required to provide documentary proof to substantiate its claim of experience (e.g. copies of contract, client reference letter from organiser, service order which can show the name and date of event(s), number of patrons of the Event and scope of services, etc.) The relevant claim of experience will not be counted if not

substantiated to the satisfaction of the Government Representative.

4. The Original Tender Closing Date will be the cut-off date for counting the Tenderer's experience, irrespective of whether this date has been extended.
5. If the duration of an Event exceeds one (1) day, only one day with the highest serving capacity will be counted.

15. Selection of Tender

The tender will be assessed in the following manner –

**(a) Stage I – Completeness Check**

Completeness check will be conducted by checking whether the tenders received are submitted in accordance with the requirements of the Tender Documents. If a Tenderer fails to submit any of the items specified in Clause 2(a)(i), (ii), (iv) and (vi) hereof by the Tender Closing Date, its tender will not be considered further.

**(b) Stage II – Essential Requirement Compliance Check**

The tenders of Tenderers which have passed Stage I evaluation will be checked, in accordance with Clause 14 hereof for its compliance with the essential requirement. A tender which fails to meet the essential requirement will not be considered further.

**(c) Stage III – Technical Assessment**

- (i) The technical submissions of Tenderers which have passed Stages I and II evaluation will be assessed in accordance with the assessment criteria specified in **Fourth Schedule** (Marking Scheme for Tender Evaluation) and quality marks will be given based on the information submitted by Tenderers.
- (ii) The maximum of total quality marks for technical assessment is fifty (50).
- (iii) Tenderers must obtain the individual passing marks for the respective criteria in the technical assessment.
- (iv) A tender which fails to obtain the individual passing marks for any of the respective criteria in the technical assessment will not be considered further.
- (v) The quality score in this stage will carry a weighting of thirty percent (30%) as against a weighting of seventy percent (70%) for the price score in Stage IV.
- (vi) A weighted quality score of 30 will be allocated to the tender with the

highest total quality marks, while the weighted quality score for the other tenders will be arrived at based on by the following formula:

$$\text{Weighted quality score} = 30 \times \frac{\text{Total quality marks attained by the tender being considered}}{\text{Highest total quality marks attained among all tenders which have passed Stages I and II evaluation and obtained all the individual passing marks in Stage III}}$$

- (vii) All calculations of the weighted quality score in Stage III will be rounded to the nearest two (2) decimal places. Figure larger than or equal to 0.005 will be rounded up to 0.01 whereas figure below 0.005 will be rounded down to 0.

**(d) Stage IV– Price Evaluation**

- (i) The price evaluation will proceed after completion of the technical assessment. Equal price weighting will be assigned to the Minimum Annual Licence Fee and the Licence Percentage offered by the Tenderer. The price mark of tenders which passed Stages I and II evaluation and the obtained all the individual passing marks in Stage III will be calculated based on the following formulas:

$$\text{Mark for Licence Percentage} = 50 \times \frac{\text{Licence Percentage of the tender being considered}}{\text{Highest Licence Percentage among all tenders which have passed Stages I and II evaluation and obtained all the individual passing marks in Stage III}}$$

$$\text{Mark for Minimum Annual Licence Fee} = 50 \times \frac{\text{Minimum Annual Licence Fee of the tender being considered}}{\text{Highest Minimum Annual Licence Fee among all tenders which have passed Stages I and II evaluation and obtained all the individual passing marks in Stage III}}$$

$$\text{Total price mark} = \text{Mark for Licence Percentage} + \text{Mark for Minimum Annual Licence Fee}$$

- (ii) A weighted price score of 70 will be allocated to the tender with the highest price marks, while the weighted price score for the other tenders will be arrived at based on by the following formula:

$$\text{Weighted price score} = 70 \times \frac{\text{Total price mark of the tender being considered}}{\text{Highest total price mark among all tenders which have passed Stages I and II evaluation and the technical assessment in Stage III}}$$

- (iii) All calculations of the mark for Licence Percentage, mark for Minimum Annual Licence Fee, weighted price score in Stage IV respectively will be rounded to the nearest two (2) decimal places. Figure larger than or equal to 0.005 will be rounded up to 0.01 whereas figure below 0.005 will be rounded down to 0.

**(e) Stage V– Calculation of Combined Score**

The weighted quality score and weighted price score will be added together to give the combined score. The combined score is calculated according to the following formula:

Combined score = Weighted quality score + Weighted price score

- (i) The tender with the highest combined score will normally be recommended for acceptance.
- (ii) If there is more than one tender attaining the same highest combined score, the selection of which tender should be recommended will follow the priority as set out below –
  1. the tender with the highest Minimum Annual Licence Fee;
  2. the tender with highest Licence Percentage ;
  3. the Tenderer with the greatest number of events in providing catering services with waiter services, each with serving capacity not less than 1 500 patrons at a time in any one (1) day of an event, during the past five (5) years; and
  4. the Tenderer with the greatest number of serving capacity in providing catering services with waiter services, in any one (1) day of an event, during the past (5) years.

**16. Basis of Acceptance**

- (a) The Government Representative is not bound to accept the highest or any tender or to give any reasons for doing so, and reserves the right to accept all or any part of the tender at any time within the Tender Validity Period.
- (b) A Tenderer shall note that his offers will be considered on a complete overall basis. Tenders with only partial offers shall be rejected.
- (c) All parts of the Tender Documents submitted and offered by the Tenderer will be binding on the Tenderer. A Tenderer is deemed to have satisfied himself as to the correctness of his Tender. In the event that a Tenderer discovers an error

in his tender after the tender has been deposited, the Tenderer may correct the same in a separate letter. No request for adjustment or variation whatsoever will be allowed or entertained after the Tender Closing Date.

- (d) Should it be found on examination by the Government after the Tender Closing Date that a Tenderer has made errors in the figures stated in his tender that may have a significant effect on the tender, the Tenderer may be informed of the errors and asked to confirm in writing whether he is prepared to abide by the corrected figures.
- (e) The Government may require a Tenderer to clarify any aspect of his tender by way of provision of additional information or documentary proof. A tender may not be considered if the Tenderer fails to comply with the Government's request for clarification.

#### 17. Award of Contract

- (a) Unless and until the Agreement has been signed 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 Agreement.
- (b) The successful Tenderer will be notified within the Tender Validity Period (such notification is referred to as "conditional acceptance of tender"). Upon receipt of the conditional acceptance of tender, the successful Tenderer shall be obliged to fulfill all of the following conditions to the satisfaction of the Government Representative within fourteen (14) days from the date of the notification (or such later date as the Government Representative may allow) –
  - (i) the provision of the Security Deposit as required under Clause 13; and
  - (ii) any other conditions as the Government Representative may stipulate in the conditional acceptance of tender.
- (c) Unless and to the extent waived by the Government Representative in writing, upon fulfilment of the conditions by the Tenderer specified in Clause 17(b) above to the satisfaction of the Government Representative, the Government Representative will, subject to its other rights and power, enter into the contract with the successful Tenderer by signing the Agreement. The Agreement 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 and such changes as the parties may agree (if any)). If a Tenderer fails to fulfill all or any of the conditions mentioned in Clause 17(b) above (unless and save to the extent they are waived by the Government Representative in writing, if any), or fails to sign the Agreement upon notification by the Government Representative ("defaulting Tenderer"), the conditional acceptance of tender will become void and be of no further force.

- (d) The Government Representative will disqualify the defaulting Tenderer, and it may, but is not obliged to, award the Licence 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 Minimum Annual Licence Fee for the entire License Period submitted by that defaulting Tenderer and the eventual Licensee who will be granted the Licence in replacement of the defaulting Tenderer whether appointed pursuant to this tender exercise or another subsequent tender exercise as well as all administrative costs incurred by the Government in finding a replacement Licensee and implementing any stop-gap measures during the time when no replacement Licensee can be appointed. 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 Representative shall be entitled not to enter in to the Agreement with a Tenderer even if the Tenderer has received a conditional notification of acceptance and fulfilled all the conditions specified in Clause 17(b) above.
- (e) Tenderers who do not receive any notification of acceptance within the Tender Validity Period shall assume that their tenders have not been accepted.

18. Tenders to Remain Open

- (a) A tender submitted shall remain valid and open for acceptance on these terms for not less than one hundred and fifty (150) days or any other period specified by the Government Representative commencing on the Tender Closing Date.
- (b) If before expiry of the Tender Validity Period, a Tenderer withdraws his offer, the Government will take due notice of the Tenderer's action and this may well prejudice his future standing as a Government contractor.

19. State of Premises

The successful Tenderer shall arrange with the Government Representative to inspect the Licence Areas at a reasonable time and the Licensee shall accept the Licence Areas in the state and condition in which they are at the date on which occupancy is given.

20. Use of Personal Data

- (a) All personal data submitted by the tender will be used for the purpose of this tender only. If insufficient and/or inaccurate information is provided, the tender may not be considered.
- (b) Each Tenderer acknowledges and consents that the Tenderers' personal data provided in the tender may be disclosed to the parties responsible for tender evaluation in other Government bureau, departments and non-Government organizations.
- (c) Tenderers have the right to access and make correction with respect to personal data as provided for in Sections 18 and 22 and Principle 6 of Schedule 1 of the

Personal Data (Privacy) Ordinance (Cap. 486). The right of access includes the right to obtain a copy of the Tenderer's personal data provided in his tender.

- (d) Enquiries concerning the personal data collected by means of the tender, including the making of access and corrections, should be addressed to the Departmental Personal Data Controlling Officer of the Leisure and Cultural Services Department.

21. Site Visit and Tender Briefing

A tender briefing and site visit session will be held at 10:30 a.m. on **13 July 2017 (Thursday)** at Hong Kong Stadium, 55 Eastern Hospital Road, So Kon Po, Hong Kong. Tenderer is invited to attend the tender briefing and site visit session before submitting his tender in order to acquaint himself with the terms and conditions of the tender. For registration, please contact the Senior Assistant Manager (Suite and Catering) Hong Kong Stadium, Leisure and Cultural Services Department at 2895 7914 or the Deputy Manager (Operations) Hong Kong Stadium, Leisure and Cultural Services Department on 2895 7919 for reservation of seat for the tender briefing and site visit session before 4:00 p.m. on 12 July 2017 (Wednesday).

22. Tenderer's Enquiries

- (a) Any enquiries in relation to this tender at least five (5) working days before the Tender Closing Date shall be addressed to The Manager, Hong Kong Stadium, 55 Eastern Hospital Road, Hong Kong or fax to 2895 7962.
- (b) 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 his 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.

23. Termination of Agreement

- (a) **A Tenderer shall note that after the commencement of the Agreement, either the Government Representative or the successful Tenderer may terminate the Agreement by serving to the other party a ten (10) months' prior notice in writing specifying the date of termination provided that the said date of termination shall be a date at least eighteen (18) months after the commencement of the Agreement.**
- (b) **If the Licensee has successfully early terminated the Agreement by issuing a termination notice in the manner specified in Clause 23(a) above, any tender offer from the same Tenderer or a related person of that Tenderer for an agreement immediately replacing this Agreement will be rejected.**
- (c) **For the purpose of Clause 17(b) above, if the Tenderer is a company, the expression "related person" of the Tenderer includes any one of the**

**following:**

- (i) a shareholder (corporate or individual) which directly or indirectly beneficially owns fifty (50) percent or more of the issued share capital of the Tenderer (“majority shareholder”); or**
- (ii) a holding company or a subsidiary of the Tenderer; or**
- (iii) A company in which a majority shareholder (being an individual) of the Tenderer directly or indirectly beneficially owns fifty (50) percent or more of its issued share capital or controls the composition of its board of directors.**

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

- (d) If the Tenderer is a sole proprietor or partnership, the expression “related person” includes any one of the following:**
  - (i) any partner of the Tenderer (if it is a partnership); or**
  - (ii) 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**
  - (iii) a company in which the Tenderer or any partner of the Tenderer beneficially directly or indirectly owns fifty (50) percent or more of its issued share capital or controls the composition of its board of directors.**

24. Consent to Disclosure

The Government has the right to disclose whenever it considers appropriate or upon request by any third party (written or otherwise) information on the award of Licence, without any further reference to the successful Tenderer, the name and address of the successful Tenderer, description of Licence and the contract amount. In submitting a bid, each Tenderer irrevocably and unconditionally authorizes the Government to make and consents to the Government making any of the disclosures aforesaid.

25. Cancellation of Tender

Without prejudice to the Government’s right to cancel the tender under any other provision in the Agreement, where there are changes of requirement after the Tender Closing Date for operation or whatever reasons, the Government is not bound to accept any conforming tender and reserves the right to cancel the tender.



26. Cost of Tender

A Tenderer shall submit his tender proposal at his own cost and expense. The Government will not be liable for any costs and expenses whatsoever incurred by the Tenderer in connection with the preparation or submission of his tender or in any related communication with the Government, whether before, on or after the Tender Closing Date.

27. Complaint about Tendering Process or Contract Award

The tendering process is subject to internal monitoring to ensure that the Agreement is awarded properly and fairly. Any Tenderer who feels that his 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 relevant tender boards for consideration if it relates to the tendering system or procedures followed. For tenders not covered by the WTO GPA, the Tenderer shall lodge the complaint before disposal of documents of unsuccessful Tenderers, which shall be within three (3) months after the award of contract.

28. Information on Hong Kong Stadium

- (a) With a maximum seating capacity of about 40 000, the Venue is at present the largest outdoor multi-purpose entertainment and sports venue in Hong Kong. The Venue is only opened for use by hirers for pre-approved Events mostly involving public admission. On average there are about 20 to 25 numbers of Event Day per year and most of them are soccer/sporting events which include the annual Rugby Sevens and the Lunar New Year soccer tournaments. However, this estimated number of Events is indicative and for reference to Tenderers only.
- (b) Depending on maintenance schedule to be determined nearer the time by the maintenance authorities and the Government Representative, in total about ten (10) weeks' closure of the whole Venue, scattered in different periods each year will be arranged. However, this estimated number of weeks' closure is indicative and for reference to Tenderers only.
- (c) During the closure periods, the Venue will not be opened for holding any Event and therefore the Licence Areas are not required to be opened for business. However, Executive Suite Holders may request the Licensee to provide Catering Services at their Executive Suites on non-Event Days.
- (d) The Upper Level(s) of the Venue will normally be closed during Event Day with expected attendance below 10 000. In case of closure of the Upper Level(s) during Events, the Licence Areas on these specific Level(s) are not required to open for business. The successful Tenderer is not entitled to claim any compensation for losses whatsoever arising from such arrangement.

29. Application for Appropriate Licences

- (a) A Tenderer shall note that it is the Licensee's sole responsibility to approach the relevant authorities for obtaining all licences, permits and/or certificates required by law for operation of his Catering Business at the Licence Areas. The Licensee shall note that it will be unlawful for him to sell any commodity for which any licence, permit and/or certificate is so required without first obtaining such licence, permit and/or certificate which comply with all health, safety and fire regulations currently in force in Hong Kong.
- (b) The Licensee shall note that since it will necessarily take time for the relevant authorities to consider and decide on an application for a licence, permit and/or certificate, the Licensee is therefore not liable for abatement of the Monthly Licence Fee on the grounds that he cannot conduct his Catering Business pending the issue of the relevant licences, permits and/or certificates.
- (c) For activities relevant to licensing requirements regulated by the Director of Food and Environmental Hygiene, the Licensee should visit the following Food and Environmental Hygiene Department's website for more information -

*[http://www.fehd.gov.hk/english/licensing/Guide\\_on\\_Types\\_of\\_Licences\\_Required.html](http://www.fehd.gov.hk/english/licensing/Guide_on_Types_of_Licences_Required.html)*

30. Successful Tenderer's Performance Monitoring

A Tenderer is advised that should he be awarded the Agreement, his performance under the Agreement will be monitored and shall be taken into account in the evaluation by the Government of tenders/quotations submitted by him for any goods or services procured by the Government in future. A tender will be rejected if by the Tender Closing Date, the Tenderer is under suspension from tendering for the Government tenders. An offer or tender submitted by a Tenderer who has been in breach of any of his statutory obligations or contractual obligations under any comparable contracts with the Government (whether current or past) may not be considered having regard, including but not limited to, the seriousness and the number of breaches and its or their relevancy to the offer or tender submitted. The decision of the Government whether or not to consider the tender submitted by a Tenderer under the circumstances described in this provision shall be final.

31. Negotiation

The Government reserves the right to negotiate with any Tenderer on the terms of the Tender Documents including but not limited to the Licence Percentage and the Minimum Annual Licence Fee offered by the Tenderer.

32. Tender Addendum

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

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## CONDITIONS OF CONTRACT

### 1. Nature of the Licence

- (a) It is expressly agreed between the parties that this Licence creates no tenancy or lease or any form of legal rights on land whatsoever between the parties except the permission to use the Licence Areas in accordance with the provisions of the Agreement.
- (b) The Licence granted to the Licensee is personal to him and unless with the prior consent in writing from the Government Representative, the Licensee shall not assign, sublet, part with the possession of the whole or any part of the Licence Areas or transfer any of his rights or obligations under the Agreement.
- (c) The Licensee shall not assign or underlet or sub-license or otherwise part with possession of the Licence Areas or any part thereof in any way whether by way of sub-letting, sub-licensing, lending, sharing or other means whereby any Person not named as a party to this Agreement obtains the use or possession of the Licence Areas or any part thereof irrespective of whether any rental or other consideration is given for such use or possession save with the written consent of the Government Representative.

### 2. Licence Period

- (a) Subject to Clause 8 hereof, the Agreement shall commence on the 1<sup>st</sup> day of December 2017 and, subject to prior termination and extension as are hereinafter provided, shall expire on the 30<sup>th</sup> day of November 2020, both dates inclusive.
- (b) The Government Representative shall be entitled to extend the Licence Period for a maximum period of six (6) months upon its expiration by giving the Licensee one (1) month's advance notice in writing before the due expiration of the Agreement.
- (c) If a notice is given by the Government Representative under Clause 2(b) above, the Licensee shall continue to conduct his Catering Business for the whole period specified in the notice on the same terms and conditions as herein contained (save and except this clause on extension).
- (d) If the commencement date of Licence Period of the Agreement shall be advanced or deferred under Clause 8(a) hereof, the expiry date of the Licence Period shall be advanced or deferred accordingly with the length of the Licence Period remains unchanged.

### 3. The Business

Subject to the terms and conditions of the Agreement, the Government Representative grants to the Licensee during the Licence Period the right to conduct the business of

preparing and selling the Products for catering purposes and providing Catering Services (the “Catering Business”) within the following premises as delineated in Annexes B, C, D and E (the “Licence Areas” and the “Other Specific Areas” respectively). The Licensee shall obtain all requisite statutory licences, permits and/or certificates for the operation of the Catering Business at his own expenses. This right shall include—

- (a) Operation of eight (8) Vending Stations on the Main and Upper Levels as delineated and shown coloured brown in Annex B;
- (b) Operation of four (4) Bars, two (2) Satellite Kitchens on the Suite Level as delineated and shown coloured purple in Annex C;
- (c) Provision of Catering Services on the Suite Level, inclusive of all Executive Suites, two (2) Lounge Areas as delineated and shown coloured yellow in Annex C and all Temporary Boxes thereat;
- (d) Provision of Event-related Catering Services to the hirer of the venue in Hospitality Suites on the Main Level as delineated and shown coloured orange in Annex B;
- (e) Provision of Event-related Catering Services to the hirer of the venue in the Multi-use Room and the Star-dressing Rooms on the Service Level as delineated and shown coloured blue in Annex D;
- (f) Operation of Preparation Kitchen, Dishwashing Areas, Storage and Office Areas and other areas on Service Level as delineated and shown coloured red or edged pink in Annexes B, D and E;
- (g) Operation of all Temporary Food and Beverage booths, inclusive of temporary beer stations, during major events within the Venue as determined by the Government. (The number, locations and size of Temporary Food and Beverage Booths for major events within the Venue are to be approved by the Government Representative. The setting up works of booths and associated costs are to be borne by the Licensee);
- (h) Vending Right in spectator stand areas (concourse areas and Temporary Boxes excluded) for the sale of food and beverage items to spectators of Events through mobile vendors employed or sub-contracted or appointed by the Licensee, unless otherwise specified by the Government Representative;
- (i) Save and except when the Restaurant is being run by another operator under separate licence agreement, the provision of Event-related Catering Services in the Restaurant and any other areas of the Venue as may be required and determined by the Government Representative from time to time.

#### 4. Hours of Business

- (a) Subject to the terms and conditions of the Agreement, the Licensee shall carry out his Catering Business, keep the Licence Areas open for business and provide Catering Services in Other Specific Areas, during all Event Day, except when

otherwise authorized by the Government Representative.

- (b) The Government Representative is entitled to revise at any time and from time to time the business hours of the Licensee's Catering Business as specified in Clause 4(a) above.
- (c) The Licensee shall not be entitled to claim indemnity from the Government or the Government Representative against any loss or damages arising from any change of the business hours referred in this clause.
- (d) The Licensee shall not vary the business hours of his Catering Business unless prior written consent of the Government Representative has been obtained.
- (e) Unless otherwise with the prior written consent of the Government Representative, the Licensee shall keep the Licence Areas open for business during the Event Day. If he fails to do so, he shall become liable for liquidated damages and not as penalty at a rate of HK\$8,900 for each Event Day.

5. Conduct of Business

- (a) The Licensee acknowledges that the Licence Areas hereby agreed to be given to the Licensee is based on the Licensee's reputation and as the provider of quality local and/or western fast food and accordingly agrees to operate the Licence Areas in a manner consistent with his other operations in Hong Kong and would not prejudice the reputation of the Venue as an international standard stadium.
- (b) The Licensee shall use the Licence Areas for the sole purpose of the preparation and sale of the Products and shall not sell any other items of any description nor perform any other services without the prior written consent of the Government.
- (c) The Licensee shall fully and properly operate each of the Licence Areas and provide Catering Services in Other Specific Areas on all Event Day unless otherwise agreed by the Government.
- (d) The Licensee shall conduct his Catering Business only at the Licence Areas and Other Specific Areas and shall maintain the Licence Areas an efficient and adequate service of a style, type and quality to the satisfaction of the Government Representative.
- (e) The Licensee shall use the Licence Areas and Other Specific Areas only for conducting his Catering Business and shall not use, cause, suffer or permit to be used the Licence Areas or any part thereof as sleeping quarters or domestic premises or for any other purposes.
- (f) The Licensee shall conduct his Catering Business only in the Licence Areas and Other Specific Areas and shall not use, cause, suffer or permit to be used any areas of the Venue except the Licence Areas for such purpose or for any other purposes.
- (g) The Licensee shall conduct his Catering Services at the Other Specific Areas and

shall not use, cause, suffer or permit to be used any areas of the Venue except the Other Specific Areas for such purpose or for any other purposes.

- (h) The Licensee shall obtain all requisite statutory licences, permits and/or certificates for the operation of the Catering Business at his own expenses.

6. Monthly Licence Fee and Minimum Annual Licence Fee

(a) Monthly Licence Fee

The Licensee shall within fourteen (14) working days after the end of each month or within fourteen (14) working days after the expiry or sooner termination of this Agreement

- (i) submit to the Government a statement of accounts in the form as the parties hereto may mutually agree, or in default of agreement, as the Government at its absolute discretion may prescribe at any time and from time to time showing the Gross Monthly Receipts, including the gross monthly turnover and the amount of Monthly Licence Fee that should be payable to the Government for that month. The statement of accounts shall be certified as being accurate and complete by the Licensee or such other Person as the Government may from time to time approve or prescribe. The Monthly Licence Fee which should be rounded up to the nearest one (1) cent (exclusive of rates, taxes, fees, charges, assessments, impositions and outgoings payable in respect of the Licence Areas) at the rates specified in the First Schedule, is calculated as follows –

Monthly Licence Fee	<u>Equals to</u>	Gross Monthly Receipts	<u>Multiplied by</u>	Licence Percentage

- (ii) pay forthwith to the Government the amount of the Monthly Licence Fee payable as shown in that statement of accounts;
- (iii) if the statement of accounts is not submitted within the fourteen (14) working days as described above, the Licensee shall pay to the Government by way of a provisional Monthly Licence Fee for that month with an amount equivalent to the highest of the Monthly Licence Fee paid for any one (1) month during the twelve (12) months' period immediately preceding to the month in question. Provided always that when the statement of accounts for the month in question is later submitted by the Licensee, the Licensee shall pay to the Government forthwith an amount equivalent to the Monthly Licence Fee as shown on the statement of accounts less the amount of the provisional Monthly Licence Fee held by the Government for the month in question within fourteen (14) working days of demand. Where the amount of the provisional Monthly Licence Fee held by the Government for the month in question is greater than the



Monthly Licence Fee shown, the Government shall pay to the Licensee the difference within thirty (30) days without interest;

- (iv) if the Government is of the opinion that it has reasonable grounds to do so, the Licensee shall at the request of the Government's notice in writing submit within thirty (30) days of such notice a statement of accounts in the form as the parties hereto may mutually agree, or in default of agreement, as the Government at its absolute discretion may at any time and from time to time prescribe. The statement of accounts shall show the Gross Monthly Receipts, including the gross monthly turnover, and the amount of Monthly Licence Fee that should be payable to the Government for such month or months as stipulated in the notice. Such statement shall be audited and certified as being accurate and complete by a professional accountant holding practicing certificate or a corporate practice within the meaning of the Professional Accountants Ordinance (Cap. 50) ('the Auditor'); and
  - (v) in the event that the amount of the Monthly Licence Fee as shown in the audited statement of accounts submitted by the Licensee under Clause 6(a)(iv) for any month shall exceed or shall be less than the Monthly Licence Fee actually paid by the Licensee to the Government for that month, the amount of the shortfall, if any, shall be paid by the Licensee to the Government within fourteen (14) working days of demand or the amount of overpayment, if any, shall be repaid by the Government to the Licensee within thirty (30) days of demand.
- (b) Minimum Annual Licence Fee
- (i) Within three (3) months after the end of each Agreement Year, or within three (3) months after the expiry or earlier termination of this Agreement, the Licensee shall submit to the Government an audited statement of accounts certified as being accurate and complete by the Auditor in the form as the parties hereto may mutually agree, or in default of agreement, as the Government Representative at its absolute discretion may at any time and from time to time prescribe showing inter alia the Gross Monthly Receipts, including the gross monthly turnover and the amount of Monthly Licence Fee, for each month of that Agreement Year or that part of the Agreement Year since last such statement.
  - (ii) Within fourteen (14) working days after the submission of the audited statement of accounts by the Licensee under Clause 6(b)(i) above, the Licensee shall pay to the Government the Minimum Annual Licence Fee. Such fee shall either be the aggregate Monthly Licence Fee paid for that Agreement Year or the Minimum Annual Licence Fee, whichever is the higher.
  - (iii) If the audited statement of accounts is not submitted within three (3) months after the end of each Agreement Year as described in Clause 6(b)(i) above, or within three (3) months after the expiry or earlier termination of

this Agreement, and that the amount of the aggregate Monthly Licence Fee paid for that Agreement Year shall be less than the Minimum Annual Licence Fee, the amount of the shortfall, if any, shall be paid by the Licensee to the Government within fourteen (14) working days upon the Government's request.

- (c) If the Licence Period is extended in accordance with clause 2(b) above, the Minimum Annual Licence Fee for the final Agreement Year together with the extension period shall be adjusted accordingly on pro-rata basis as follows –

Minimum Annual Licence Fee for the final Agreement Year together with the extension period (“Adjusted Minimum Annual Licence Fee”)

$$= \text{Minimum Annual Licence Fee} \times (12 + \text{number of months extended}) / 12$$

The Licensee shall pay to the Government the licence fee for the Final Agreement Year together with the extension period. Such fee shall either be the aggregate Monthly Licence Fee paid for the final Agreement Year and the extension period or the Adjusted Minimum Annual Licence Fee, whichever is the higher.

- (d) For the avoidance of doubt, it is hereby expressly agreed and declared that the acceptance by the Government of any statement of accounts or audited statement of accounts submitted or any money paid by the Licensee in accordance with this Agreement shall not in any way whatsoever bar or otherwise preclude the Government from subsequently disputing the accuracy of any such statement of accounts or the correctness of any such sum and that in the event that any further sum whatsoever be found due from the Licensee to the Government, the same shall be paid by the Licensee to the Government within fourteen (14) working days of demand.
- (e) The Licensee shall pay to the Government a surcharge on any overdue payment at an interest rate equivalent to the average of the best lending rate of the three note-issuing banks in Hong Kong plus 2% per annum. Such interest shall be calculated and payable from the day on which such payments falls due.
- (f) The Licensee is required to –
- (i) properly record each and every sale or other payment received by the Licensee or any other Person in respect of or arising from the operation of the Catering Business at the Licence Areas and the Other Specific Areas, issue receipts for all payments, including service charges, by customers, and to retain a copy of each such receipts for at least seven (7) years after the date of the sale or payment, as the case may be; and
  - (ii) keep and maintain proper books of accounts including ledgers, supporting vouchers, receipts etc. and other records or documents in respect of the Catering Business under this Agreement showing all gross monthly turnover and gross monthly receipts and to cause all such records and documents to be made up on a monthly basis and retain the same for at least seven (7) years after expiration of the Licence Period or sooner termination of this

## Agreement.

- (g) At all reasonable time upon prior notice from the Government Representative to produce to it for inspection of all books of accounts, ledgers, vouchers, receipts etc. and other records or documents relating to the operation of the Catering Business and, if required, to make available copies of them.

7. Security Deposit

- (a) The Licensee shall, at least seven (7) days before the commencement of the Licence Period or any extension thereof, deposit with the Government in cash or in the form of a banker's guarantee approved by the Government Representative and issued by a bank licensed under the provisions of the Banking Ordinance (Cap. 155) and on terms approved by the Government, a sum equivalent to one-third (1/3) of the Minimum Annual Licence Fee as security for the due and proper performance and observance by the Licensee of the terms and provisions of the Agreement. In the event that the Licensee failed the financial vetting, if there was one conducted by the Government Representative before the Licence was awarded to the Licensee, he should deposit with the Government an additional amount equivalent to 5% of the total contract value, i.e. 5% of the total Minimum Annual Licence Fee for the whole Licence Period of this Agreement or one-sixth (1/6) of the Minimum Annual Licence Fee, whichever is the lower. The Licensee shall keep the aforesaid Security Deposit, if it is provided in the form of a banker's guarantee valid for three (3) more months after the expiry of this Agreement.
- (b) The Security Deposit in cash shall be wholly forfeited to the Government or a call shall be made on the banker's guarantee in the event of the Agreement being terminated in accordance with Clause 38(a) hereof. Notwithstanding such provisions and without prejudice to any other remedies available to the Government, the Government Representative shall have the right to deduct from the Security Deposit in cash or to make a call on the banker's guarantee in order to pay the Government the amount in relation to any losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and actions whatsoever suffered by the Government as the direct or indirect result of any breach of the Agreement by the Licensee, and any sums that are due to the Government under the Agreement whether or not demand has been made.
- (c) If any deduction is made by the Government Representative from the cash deposit or by making a call on the banker's guarantee during the continuance of the Agreement, the Licensee shall, within fourteen (14) days, on demand in writing made by the Government Representative, deposit a further sum or reinstate the level or extent of the banker's guarantee in a sum equal to the amount so deducted or so called on, and such sum shall be added to the residue of and form part of the Security Deposit, or procure the issuance of a fresh banker's guarantee. If the Licensee fails to replenish the Security Deposit accordingly, without prejudice to any rights or remedies which the Government has or may have against the Licensee, the Government may terminate the Agreement forthwith by notice in writing to the Licensee.

- (d) Subject to Clause 40 hereof, upon the expiry or sooner termination of the Agreement, the Government Representative will return to the Licensee without interest the balance of the Security Deposit or the banker's guarantee, if one is provided, shall be released within three (3) months if all of the Licensee's obligations under the Agreement have been observed and complied with to the satisfaction of the Government Representative and the receipted bills in respect of outstanding payment of all fees and charges including rates and utility charges are provided to the Government, notwithstanding the expiry of the Licence Period.

8. Advancement, Deferment and Suspension of Business

- (a) Notwithstanding the provision of Clause 2 hereof and any other provisions of the Agreement, the Government Representative shall be entitled to advance or defer the commencement of the Licence Period for whatsoever reasons and for such period as the Government Representative shall in its sole discretion decide.
- (b) If there shall be such advancement or deferment of commencement of the Licence Period under this clause—
- (i) the Government shall not be liable for any losses suffered or expenses incurred whatsoever by the Licensee due to such deferment or termination under Clause 8(b)(ii).
- (ii) upon the expiry of such period of deferment and without further notification by the Government Representative of commencement of the Licence Period, the Agreement shall terminate automatically. The Government Representative will return to the Licensee without interest the balance of the Security Deposit.
- (iii) the Government Representative shall, so far as it is practicable in the circumstances, give the Licensee notice of advancement of the commencement of the original Licence Period in writing at least fourteen (14) days prior to the revised commencement date of the Licence Period.
- (iv) the Government Representative shall, so far as it is practicable in the circumstances, give the Licensee notice of deferment in writing at least fourteen (14) days prior to the original commencement date of the Licence Period.
- (c) The Licensee may suspend his Catering Business for a reasonable period of time when the weather conditions warrant such suspension in view of the safety of his employees. Prior approval from the Government Representative shall be obtained as far as it is practicable in the circumstances and the Government Representative's decision on the duration of such period of suspension shall prevail.

9. Resumption of Business

If the Catering Business shall be suspended under the terms and conditions of the

Agreement, the Licensee shall resume the Catering Business immediately within the period specified under the Agreement or that specified by the Government Representative, as the case may be.

10. Licensee's Warranties and Undertakings

The Licensee warrants and undertakes to the Government Representative that —

- (a) he shall fully conduct his Catering Business to the satisfaction of the Government Representative on or before 1 December 2017 or on such date as shall be agreed by the Government Representative in writing;
- (b) he shall produce his Business Registration Certificate or Certificate of Incorporation, as the case may be, upon demand by the Government Representative;
- (c) he shall use only those appliances, fixtures and fittings which have previously been approved by the Government Representative. He shall not make any alteration or addition to any of the appliances, furniture, fixtures or fittings therein or the decoration thereof without the prior permission in writing by the Government Representative, and he shall not carry out the repairs to the appliances, furniture, fixtures and fittings supplied by the Government without first obtaining the approval of the Government Representative. Subject to such approval being sought, the relevant works shall be carried out at the expenses of the Licensee by workers approved by and to a standard acceptable to the Government Representative;
- (d) he shall take all reasonable precautions to protect the Licence Areas from damage by fire, storm, tropical cyclone or the like;
- (e) he shall maintain the Licence Areas and its surroundings in a clean, tidy and serviceable condition to the satisfaction of the Government Representative and if in the opinion of the Government Representative the Licensee fails to do so the Government Representative may without notice close the Licence Areas and suspend the Licensee's Catering Business to cause the Licence Areas and its surroundings to be cleaned and serviced and the Licensee shall pay the costs thereof to the Government Representative on demand;
- (f) he shall not use the Licence Areas or any part thereof, or cause, permit or suffer the same to be used for any illegal, immoral purpose, gambling or any other purpose not permitted under the Agreement;
- (g) he shall not permit any games to be played in the Licence Areas including but not limited to mahjong and tin kau whether for gambling purposes or otherwise; or for any illegal immoral or improper purposes or in any way so as to cause nuisance, annoyance, inconvenience, damage or danger to the Government, occupiers of the Venue or other occupiers of adjacent or neighbouring premises;
- (h) he shall not permit the Licence Areas to be used as a changing room by users of

the Venue or other members of the public;

- (i) he shall not cause or permit any floor show or any type of entertainment to be staged in the Licence Areas, the Other Specific Areas or its vicinity; he shall not cause or produce on or in the Licence Areas any music or sound produced by broadcasting from television, radio and any apparatus or instrument capable of producing or reproducing music and sound as may in the opinion of the Government Representative interfere with or otherwise cause any inconvenience, annoyance or nuisance to any Event at the Venue, any person in the vicinity of the Venue or any person using or visiting the Venue;
- (j) he shall permit the Government Representative and its agent at all times to have unimpeded access to all parts of the Licence Areas to examine the conditions thereof and to execute repairs thereto;
- (k) he shall assume full responsibility for the safety of all operations and methods of operations;
- (l) he 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 in the Licence Areas;
- (m) he shall keep all articles of food stored or offered for sale at the Licence Areas effectively protected against flies, cockroaches, vermin, dust and dirt and shall sell bread, biscuits, cakes and sweets only in their original wrappers and in such hygienic condition as is reasonably practicable;
- (n) he shall not stock, sell or provide at the Licence Areas any cigarettes, cigars or tobacco products whatsoever;
- (o) he shall not sell or offer for sale any liquid refreshment other than in sterile drink cups;
- (p) he shall cleanse and immerse in boiling water for not less than one (1) minute and allow to dry by evaporation before each use of crockery, cutlery and utensils used in the preparation or serving of food or drinks and when not in use to store such implements in vermin-proof and dust-proof cupboards;
- (q) he shall be responsible for the safety of any vehicles which he uses or brings alongside or onto the Venue and he shall indemnify the Government in respect of any losses or damages thereto as a result of the use of such vehicles;
- (r) he shall pay all the costs and deposits of all telephone installed, electricity or gas supplied to the Licence Areas, and shall pay all rates, Government rent, taxes, fees, charges and outgoings whatsoever now or hereinafter payable in respect of the Licence Areas and his Catering Business;
- (s) he shall not request or receive any charge or fee from any Person for admission to

the Licence Areas or its/their surroundings, nor request or receive any other additional charge whether by way of service charge or otherwise;

- (t) he shall on receipt of forty-eight (48) hours' notice from the Government Representative to produce to it for inspection of the books of accounts, ledgers, vouchers, receipts and other documents relating to the Catering Business, and to make copies of the same to the Government Representative, if required;
- (u) he shall not later than fourteen (14) working days after the expiry of each month during the continuance of this Agreement and not later than fourteen (14) working days after the termination of this Agreement howsoever caused, submit to the Government Representative a statement of accounts in the form as the parties hereto may mutually agree, or in default of agreement as the Government Representative may from time to time prescribe, showing the gross monthly turnover of the Catering Business for that month. For the purpose of these provisions "gross monthly turnover" shall mean the gross proceeds or receipts as received or receivable for any food and/or drinks sold or consumed or of all goods merchandise and commodities and services of any kind and description provided or sold within or through or out of the Licence Areas plus all other income deriving from or in respect of the Licence Areas and the Other Specific Areas;
- (v) he shall pay the Government any cost incurred by the Government plus an administrative overhead charge to be advised by the Government Representative if he fails to carry out any of his obligations or duties under this Agreement and the Government Representative executes such obligations or duties on his behalf;
- (w) he shall load and unload all items only through such entrances and by such services lifts and at such time or times as shall be reasonably designated or directed by the Government Representative for this purpose from time to time;
- (x) he shall only use plastic or paper cups, plates or other utensils in the Licence Areas for use by customers;
- (y) he shall not sell Products from within the yellow demarcation line adjacent to the Licence Areas unless with the prior written approval of the Government Representative, and only to sell Products as approved or may be determined by the Government Representative;
- (z) he shall use his best endeavours to provide the Government, Executive Suite Holders, Temporary Box Holders, the Event sponsor(s) and/or hirers of the Venue with all food and beverage services within the Other Specific Areas of whatever nature as the Government Representative and/or such hirers may reasonably require;
- (aa) he shall not permit or cause any touting or soliciting for business including the distribution of any pamphlets notice or advertising matter, outside or within the Venue;

- (bb) he shall withdraw from sale for the duration of any Event any Products which the Government Representative considers may jeopardize the said Event from taking place within the Venue, provided that such withdrawal from sale shall not have the effect of conferring to any third party, without the Licensee's consent, the Licensee's right to sell the Products as provided in this Agreement;
- (cc) he shall allow the Government Representative to determine the nature and/or brand of product to be sold from any temporary food and beverage outlet within the Venue for Events provided that such sales are to be undertaken by the Licensee only;
- (dd) he shall obey and comply with all rules and regulations made from time to time by the Government Representative for the management of the Licence Areas, the Other Specific Areas or any other part of the Venue and to cause its agents, employees, contractors and customers to obey and comply with the same; and
- (ee) he shall obey and comply with such notice, direction or requirement of any public or other authority as the Government Representative may from time to time be required to observe or comply and to indemnify the Government from and against any breach thereof.

11. Cleansing, Collection and Disposal of Refuse and Litter

- (a) The Licensee 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 Representative and shall collect all refuse and litter therein.
- (b) The Licensee shall arrange at a frequency as prescribed by the Government Representative at any time and from time to time for the removal and disposal of all refuse and litter thus collected in the course of his Catering Business. Such refuse and litter shall be collected in polyethylene bags, or in any other containers approved by the Government Representative and shall be properly disposed to such a refuse collection point inside or outside the Venue nominated by the Government Representative or to such places as shall be specified by the Government Representative at any time and from time to time in such manner as approved or prescribed by the Government Representative. The Government Representative reserves the right to alter the designated refuse collection points and disposal method and the Licensee shall follow such directions by the Government Representative and make necessary arrangement as approved by the Government Representative at his own cost.
- (c) The Licensee shall carry out cleansing and clearing of all grease traps in the Licence Areas for which the Licensee is liable for, at least, on a daily basis and of all the drainage and sewerage pipes in the Licence Areas for which the Licensee is liable for at frequent intervals to the Government Representative's reasonable satisfaction to prevent chokage and blockage of the installations. Where the Government Representative reasonably considers that hot or warm effluent can congeal and cause blockage within the drainage system, the Licensee shall



forthwith on demand by the Government Representative undertake at his own expense either an emulsifying or a neutralizing effect by using such equipment or by employing such contractor as may be approved or prescribed by the Government Representative.

- (d) In the event of failure to comply with this clause, the Licensee shall pay the Government Representative on demand the costs incurred by the Government Representative if the removal and disposal of such refuse and litter; or the cleansing or clearing of any of the drains, sewers and grease traps choked or blocked is being carried out by the Government Representative due to the act, default or negligence of the Licensee or any of his employees, sub-contractors or agents.
- (e) The Licensee should not place or leave or cause, suffer or permit to be placed or left in any part of the Venue (including but not limited to fire exits, common area, stairways, landings and passages of such buildings) any solid waste or any other similar materials. The Licensee shall arrange at his own cost proper and immediate disposal of the same at designated locations as approved by the Government authorities from time to time.

12. Monies or Valuables Found or Property Lost

All monies or other items of value found by the Licensee, his employees, sub-contractors and/or agents in carrying out the Catering Business in the Venue shall be handed to the Government Representative's management in the Venue as soon as possible and a written receipt obtained therefrom.

13. Licensee's Employees or Agents

- (a) The Licensee shall require all persons employed at the Licence Areas and Other Specific Areas to submit to such medical examinations at such places and times as may be prescribed by a registered medical practitioner and shall not employ or shall cease to employ at the Licence Areas and the Other Specific Areas any person found by the medical practitioner to be likely to spread a communicable disease.
- (b) The Licensee shall ensure that his managerial or supervisory staff shall be in attendance at the Licence Areas and the Other Specific Areas at all times when his staff are at work.
- (c) The Licensee shall be responsible for the good conduct of his employees, sub-contractors or agents while they are in the Venue, and shall ensure that they will behave accordingly.
- (d) The Government Representative shall be entitled to demand on reasonable grounds, including but not limited to medical, health, security and disciplinary grounds, the removal or replacement of any of the Licensee's employees, sub-contractors or agents.

- (e) The Government Representative and the Government shall in no circumstances be liable either to the Licensee or to his employees, sub-contractors or agents in respect of any liabilities, losses or damages occasioned by such removal as stipulated in Clause 13(d) and the Licensee shall fully indemnify the Government against any claim made by such employees, sub-contractors or agents.
- (f) The Government Representative shall be entitled to refuse to admit to the Venue or any part thereof for the purposes of the Agreement any person employed by the Licensee, by the Licensee's sub-contractors or by the Licensee's agents, whose admission will be, in the reasonable opinion of the Government Representative, undesirable.
- (g) The Government may at its sole discretion reject any personnel employed by the Licensee in the Licence Areas and Other Specific Areas, including but not limited to the following circumstances—
  - (i) should such personnel fail to comply with the rules and regulations of the Venue; or
  - (ii) if the behaviour of such personnel be such so as to give the Government reasonable grounds for believing that the interests of the Venue, or users of the Venue may be prejudiced.
- (h) Any removal demanded or refusal made under Clauses 13(d), 13(f) and 13(g) shall not be construed as a breach of the Agreement by the Government Representative and the Licensee shall continue to carry out his obligations under the Agreement.
- (i) The Licensee shall provide a sufficient quantity of clean uniforms with clear identifications of his Catering Business and of a type approved by the Government Representative for the use of his employees, sub-contractors and agents at the Licence Areas and the Other Specific Areas.
- (j) The Licensee shall provide lockers for the staff to store their clothing and personal effects and not to allow personal effects such as clothing, footwear, luggage, umbrellas and other articles to be stored or left in any food room.
- (k) The Licensee shall ensure that at all times when his employees are at work or on duty in the Licence Areas or Other Specific Areas they shall wear such uniforms approved by the Government Representative in a clean and tidy manner.
- (l) The Licensee shall ensure that all persons employed, sub-contractors or appointed by him in carrying out the Agreement shall keep to such parts of the Venue as are necessary for the due discharge of the Licensee's obligations under the Agreement.
- (m) The Licensee shall maintain a proper, current and accurate record of all his employees, sub-contractors or agents employed for carrying out his Catering Business. Such record shall include the name, Hong Kong Identity Card number, grade, age and photograph of each employee. The Licensee shall produce such record for inspection by the Government Representative on request.

- (n) The Licensee shall not employ any person who is forbidden in the laws of the Hong Kong Special Administrative Region or not entitled for whatever reasons to undertake any employment in the Hong Kong Special Administrative Region in the execution of this Agreement or any other Government contract. If there is any breach of this clause by the Licensee, the Government Representative may, by notice in writing, terminate this Agreement and the Licensee is not entitled to claim any compensation. The Licensee shall be responsible for any expenses or loss that the Government may incur or suffer due to the breach of this clause by himself.
- (o) Unless otherwise approved by the Government Representative, all workers and staff employed by the Licensee for the execution of this Agreement shall be local residents to be engaged in the Hong Kong Special Administrative Region. Any contravention of this clause shall be deemed as a material breach of the Agreement which shall entitle the Government Representative to terminate the Agreement by giving fourteen (14) days' notice to the Licensee. The Licensee shall be liable for all expenses necessarily incurred by the Government Representative as a result of the termination of this Agreement due to his contravention of this clause
- (p) The Licensee shall not employ any person at the Licence Areas and the Other Specific Areas who has not been inoculated against typhoid and paratyphoid and inoculated and vaccinated against such other diseases as the Government Representative may direct.

14. Publicity and Advertisement

- (a) The Licensee shall not publish or use any advertising or other publicity materials or perform any act with an advertising nature in relation to his Catering Business except with the prior written consent of the Government Representative.
- (b) Save and except where the Government Representative at its discretion may permit or require, the Licensee shall not exhibit or display, or cause, or permit or suffer to be exhibited or displayed either inside or outside the Licence Areas and Other Specific Areas 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 Areas and Other Specific Areas or any part thereof) of any advertising nature.
- (c) Without prejudice to the generality of Clause 14(b), the Licensee shall not exhibit or display, or cause, or permit or suffer to be exhibited or displayed either inside or outside the Licence Areas and Other Specific Areas 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 Areas and Other Specific Areas or any part thereof) of any advertising nature relating to any tobacco or tobacco-related products.

15. Notices to be Displayed or Circulated in the Venue

If the Licensee proposes to display or circulate any notices requiring his employees, sub-contractors, agents or the public to comply with the rules and regulations of the Government Representative, the Government or other competent authority or for the purpose of the operation of his Catering Business under the Agreement, he shall seek the prior written consent of the Government Representative and such consent can be withdrawn at any time at the discretion of the Government Representative. All notices displayed or circulated by the Licensee in the Venue shall be written in both English and Chinese.

16. Water Supply

- (a) The Licensee, if so permitted by the Government Representative, may use water supply which may be available at the Venue to conduct his Catering Business and shall pay all fees and charges in connection therewith.
- (b) If water supply is not available at the Licence Areas, or permission to use available supply is not granted or is withdrawn, the Licensee shall at his own expense install and provide such supply for his Catering Business and pay all fees and charges in connection therewith.
- (c) All installation of tubing and piping, and all other water supply works, be it permanent or temporary, shall be approved by the Government Representative and the works shall be carried out by qualified personnel registered under the Waterworks Ordinance (Cap.102) and approved by and to the satisfaction of the Government Representative, and such installation shall thereupon become the property of the Government Representative. The Licensee shall be responsible to maintain and repair such installation at his own expense as well as to remove the same should the Government Representative so direct.

17. Electricity and Towngas Supply

- (a) The Licensee, if so permitted by the Government Representative, may consume electricity and/or towngas from supply points which is available at the Venue to conduct his Catering Business and shall pay all fees and charges in connection therewith. The maximum electricity loading available to the Licence Areas are shown in **Annex E** for reference.
- (b) If electricity and/or towngas supply point is not available at the Licence Areas, or permission to use available supply point is not granted or is withdrawn, the Licensee shall at his own expense install and provide his own source of electricity and/or towngas supply required for his Catering Business and pay all fees and charges in connection therewith.
- (c) Any installation of wiring and lighting fittings, and all other electrical works, be it permanent or temporary, shall be approved by the Government Representative and the works shall be carried out by qualified electricians registered under the Electricity (Registration) Regulations (Cap. 406 sub. leg.(D)) and approved by and

to the satisfaction of the Government Representative, and such installation shall thereupon become the property of the Government. The Licensee shall be responsible to maintain and repair such installation at his own expense as well as to remove the same should the Government Representative so direct.

- (d) All installation of gas appliances, and all other installation of town gas supply system, be it permanent or temporary, shall be approved by the Government Representative and the works shall be carried out by registered gas contractor registered under the Gas Safety (Registration of Gas Installers and Gas Contractors) Regulations (Cap. 51 sub. leg. (D)) and to the satisfaction of the Government Representative, and such installation shall thereupon become the property of the Government. The Licensee shall be responsible to maintain and repair such installation at his own expense as well as to remove the same should the Government Representative so direct.

18. Rights Reserved by Government Representative

- (a) The Government Representative reserves the right to suspend at its sole discretion the Licensee's Catering Business by closing any part of the Licence Areas, and/or suspending the Catering Services in the Other Specific Areas, if the Government Representative is of the opinion that the Licensee is in breach of any of the terms and conditions of the Agreement.
- (b) The Government Representative reserves the right to close the Venue in whole or in part, including the Licence Areas and/or to suspend the Catering Business by reason of fire or storm or damage (not being the result of wilful default or misconduct or negligence of the Licensee, his 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 Licence Period. The Government shall not be liable for any loss suffered or expenses incurred whatsoever by the Licensee due to such closure or suspension.
- (c) In connection with Clause 18(b), if the demand of such closure or suspension of Catering Business by the Government Representative is due to maintenance or building modification, the Government Representative will give the Licensee one (1) month advance notice before the commencement date of such closure and suspension, if it is practicable in the circumstances.
- (d) For the avoidance of doubt, nothing expressed or implied in the Agreement shall be regarded as in any way negating, prejudicing or otherwise restricting the right of the Government Representative to authorize any Person or organisations to bring into the Venue or distribute freely therein any refreshments or commodities for consumption or for use whatsoever. The Licensee is not entitled to claim for any compensation or prohibition for whatsoever causes resulting from the grant of the said permissions and authorizations. The Licensee shall continue to carry on his Catering Business on any day covered by such permission if he is not required to suspend his Catering Business.

- (e) Notwithstanding the provisions of this Agreement, the Government Representative shall have the right to allow charitable bodies and non-profit making organisations to bring in their own food and beverages for Events that are primarily for charitable and other purposes as shall be approved by the Government Representative.
- (f) Notwithstanding Clause 3(g), the Government Representative shall have the right to allow any Person or organizations to provide in the Hospitality Suites, Restaurant and any other areas by way of sale or otherwise any refreshments or commodities in the Hospitality Suites and Restaurant.
- (g) The Government shall provide pest control in the Licence Areas, Other Specific Areas as well as in the Venue in general but nothing herein shall absolve the Licensee from liability for pest problems resulting from operation of the Catering Business.
- (h) The Government shall not be liable to the Licensee or any other Person in any way whatsoever in respect of or for —
  - (i) any loss of or damage to person or property sustained by the Licensee or any other person of any mechanical, electrical or other machinery at the Venue, including but not limited to sound or public address systems, electric, gas and water supplies, air-conditioning, lifts and escalators other than for injury to or death of any person directly attributable to the negligence of the Government or its employees, or any of its agents; or
  - (ii) any loss or damage to person or property sustained by the Licensee or any other person caused by or through or in any way owing to the escape of fumes, fire, smoke or any other substance or thing or the overflow of water from anywhere in the Venue other than for injury to or death of any person directly attributable to the negligence of the Government or its employees or any of its agents; or
  - (iii) the security of the Licence Areas; or
  - (iv) any interruption to the Catering Business of the Licensee howsoever caused including but not limited to the cancellation of Events at the Venue, the breakdown of air-conditioning, lighting or otherwise which results in any loss or damage to the Licensee.

## 19. Sale of Commodities

- (a) Unless otherwise specified in the Agreement, the Licensee shall sell the commodities listed in the food proposal submitted with the **Third Schedule** (the “Commodities List”) and sell the commodities at the prices indicated against such commodities and to a standard to the satisfaction of the Government Representative.

- (b) Any alteration of the prices and commodities listed in the Commodities List as approved by the Government Representative shall only be made after obtaining the prior written approval of the Government Representative. The Licensee shall notify the Government Representative of the latest price list whenever the Government Representative so demands.
- (c) The Licensee shall abide by any directions as to the quality of the commodities sold or offered for sale at the Licence Areas as may be given by the Hong Kong Consumer Council.
- (d) The Licensee shall provide to customers upon request receipts for commodities sold specifying the commodities and the respective price.
- (e) The Licensee shall withdraw from sale for the duration of an Event any Product or commodity which the Government considers may jeopardize the said Event from taking place or which may cause breach of agreements between the Government and any commercial operation within the Venue.

20. Display of Commodity Prices

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

21. Erection of Structure

- (a) The Licensee shall not allow or permit any structure to be erected in or on the Licence Areas, the Other Specific Areas and their immediate vicinity except those stipulated in Clause 20 hereof and apart from one (1) signboard at each of the Licence Areas bearing the words “Fast Food Kiosk” for the Catering Business in both English and Chinese.
- (b) The size and location of the signboards shall be those approved or prescribed by the Government Representative in writing.

22. Watchman

- (a) The Licensee shall not allow any person to remain in the Licence Areas overnight without the permission in writing from the Government Representative. Such permission to remain a person in the Licence Areas overnight shall only be given to enable the Licensee to post a watchman to look after the contents of the Licence Areas.
- (b) The Licensee shall ensure that the watchman should possess a valid security personnel permit issue under Security and Guarding Services Ordinance (Cap. 460) and submit to the Government Representative for record the name and Hong Kong Identity Card number of such watchman.

- (c) The Licensee shall immediately remove such person from the Licence Areas if the Government Representative notifies the Licensee in writing of the withdrawal of its approval for such person to stay overnight in the Licence Areas.

23. Use of Fuel

The Licensee shall heat or cook food or boil water only by electricity or gas.

24. Store of Dangerous Goods and Prohibited Goods

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

25. Fire Fighting Equipment

The Licensee shall provide and maintain in proper and serviceable condition firefighting equipment to the satisfaction of the Government Representative and comply with any directions issued by the Buildings Department or the Fire Services Department in connection with the Licence Areas.

26. Discharge of Waste Water

The Licensee shall ensure waste water that comes out from the Licence Areas is free of grease and shall not cause, suffer or permit to be caused the waste water discharging onto areas surrounding the Licence Areas.

27. Sale of Liquor

- (a) The Licensee shall not sell liquor in the Licence Areas without first obtaining the written permission of the Government Representative.
- (b) The Government Representative shall take into account all relevant factors in considering whether to grant such permission to the Licensee if the latter applies to the Government Representative for such permission. The Government Representative reserves the right to withdraw any permission granted and shall not be required to provide any reasons to the Licensee.
- (c) The Licensee shall, notwithstanding that written permission has been obtained from the Government Representative in Clause 27(a) and, obtain licence in compliance with the Dutiable Commodities Ordinance (Cap. 109) and the Dutiable Commodities (Liquor) Regulations (Cap. 109 sub. Leg. B).

28. Arrangement During Epidemic Illness

In the event of illness of any epidemic nature breaking out, the Licensee shall comply with all such orders, arrangements or regulations as may be issued by the Government with a view to stamping out the same. The Licensee shall comply with any instructions



issued by the Government regarding measures to be adopted to prevent or control diseases of any kind.

29. Government Premises, Property, Machinery and Equipment

- (a) When the Government premises, property, machinery or equipment is provided for the Licensee under the Agreement, the Licensee shall keep and maintain the same in good, clean and serviceable condition (fair wear and tear excepted), and shall be responsible for the due and immediate return of all such premises, property, machinery and equipment in good repair, clean and serviceable condition (fair wear and tear excepted) at any time upon request by the Government Representative and/or at the end or sooner termination of the Agreement.
- (b) The Licensee shall not make any alteration or addition to the premises, property, machinery and equipment provided by the Government Representative therein without the prior permission in writing by the Government Representative and shall not carry out the repairs to the same without first obtaining the prior approval of the Government Representative. If such approval is obtained, the repair works shall be carried out by qualified persons approved by and to a standard acceptable to the Government Representative.
- (c) The Licensee shall be liable to the Government for any damage or loss to such premises, property, machinery and equipment provided by the Government Representative. If any such premises, property, machinery or equipment is found damaged or lost, as the case may be, in whatsoever scale and from whatsoever cause while in the possession or control of the Licensee, the Licensee shall pay the cost for all repair or replacement of the same plus a sum to be advised by the Government Representative as an administrative overhead charge.
- (d) All premises, property, machinery and equipment so provided for the Licensee under the Agreement, shall remain the property of the Government Representative and the Government Representative reserves the right to take stock checking of the same at any time and the Licensee shall provide every assistance to the Government Representative for this purpose.
- (e) The Licensee shall accept the Licence Areas and the Government's provisions of property, machinery or equipment under the Agreement (inclusive of those listed in Fifth Schedule) in the state and condition in which occupancy is given.

30. Access Granted to the Licensee

- (a) The Government Representative shall grant access of the Venue or any part thereof to the Licensee as may be necessary for him, his employee, sub-contractors or agents to perform his obligations under the Agreement, provided that the Government Representative shall be entitled to close the Venue or any part thereof or to prohibit any vehicular access to the Venue at any time and for any period if the Government Representative considers it prudent and expedient to do so. Such

closure shall not be deemed to be a breach of the Agreement by the Government Representative.

- (b) Upon such closure or prohibition of access or on demand of the Government Representative, the Licensee and his employees, sub-contractors and agents shall forthwith suspend the Catering Business, remove the plant, equipment, materials and vehicle under the control of the Licensee from the Venue.
- (c) The Licensee and his personnel shall have access during Event Day for the sole purpose of the Licensee's Catering Business in accordance with this Agreement to and from the Licence Areas and Other Specific Areas by and from a designated entrance at the Venue as advised by the Government Representative from time to time.
- (d) For the purposes of identification and security, all employees or duly authorised representatives of the Licensee shall be in company apparel or wearing a pass of the Venue as will be issued from time to time by the Government Representative or provided by the Licensee at his own costs in a form or design approved by the Government Representative and shall return the same to the Government Representative upon demand. The Licensee hereby undertakes to ensure that all of his personnel complies with the requirements of this sub-clause.
- (e) The Licensee shall ensure that staff uniforms are worn at all times by his personnel during Event Day.

31. Inconvenience or Annoyance Caused at the Venue

- (a) The Licensee shall ensure that his employees, sub-contractors or agents shall perform their duties in an orderly manner and in as quiet a manner as may reasonably be practicable having regard to the nature of the duties being performed by them.
- (b) The Licensee shall use his best endeavors to avoid causing nuisance or annoyance to the users using the Venue or to the Government's staff or agents working there while carrying out his Catering Business. The Government Representative shall be, without prejudice to any rights it has under the Agreement and without releasing or discharging the Licensee of his obligations hereunder and without compensation whatsoever to the Licensee, entitled to suspend the Catering Business, or by whatever means the Government Representative may consider suitable to stop the Licensee so as to prevent him from causing further nuisance to the users of the Venue and the Government's staff or agents working there.
- (c) The Licensee shall not place or leave, or cause, or suffer, or permit to be placed or left any of his trade equipment, stores, provisions, furniture, fixtures, fittings, chattels or other things whatsoever at any places within the Venue other than the Licence Areas or otherwise howsoever encumber or encroach such places and shall forthwith remove the same to a place designated by the Government Representative if the Government Representative in its opinion considers that they

may cause encumbrance or encroachment. In the event of any breach of this clause and without prejudice to any other rights and remedies which the Government Representative has or may have under the Agreement, 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 Licensee to seize and dispose of any such property in such manner as the Government Representative may see fit without any liability whether towards the Licensee or any other Person and the Licensee shall pay the Government on demand all the costs in relation to such removal and/or disposal which are incurred by the Government Representative.

32. Inspection and Rejection

- (a) The Catering Business carried on by the Licensee shall be subject to inspection by the Government Representative at any time.
- (b) Without prejudice to any other rights provided under the Agreement, the Government Representative may reject any action undertaken by the Licensee or result of such action which does not strictly conform to the terms and conditions of the Agreement.
- (c) Within twenty-four (24) hours (or such longer time as may be notified by the Government) of being notified in writing of the rejection of any action undertaken by the Licensee or result of such action, the Licensee shall take necessary action to rectify such rejected action or result of action to the satisfaction of the Government Representative.
- (d) If the Licensee shall fail to rectify such rejected action or result of action, the Government Representative may without prejudice to any other rights and remedies available to the Government Representative 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 Representative thereof shall be recoverable in full from the Licensee forthwith on demand. The normal working hours for the staff of the Government Representative are, with the exception of General Holiday, from 9:30 a.m. to 4:30 p.m. from Monday to Friday. If such rectification is carried out by the staff of the Government Representative outside these normal working hours, the Licensee shall be responsible for the overtime remuneration, subsistence allowances and traveling expenses of such staff.

33. Licensee's Act, Default, etc.

- (a) Any act, default, negligence or omission of any employee, sub-contractors, agent or invitee of the Licensee shall be deemed to be the act, default, neglect or omission of the Licensee.
- (b) It shall be regarded as a default, if the Licensee —
  - (i) shall have abandoned the Agreement; or

- (ii) shall persistently or wilfully neglect to carrying out his obligations under the Agreement; or
  - (iii) shall fail to carry out all or any of the rectification as stipulated in Clause 32(c) hereof within the time specified.
- (c) Without prejudice to any other rights provided for under the Agreement, the Government is entitled to claim indemnity from the Licensee against any and all losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and actions which the Government Representative may sustain or incur or which may be brought or established against it as a result of the Licensee's default.
- (d) Notwithstanding the above provision, the Government Representative may at its own discretion terminate the Agreement in accordance with Clause 38 hereof as a result of the Licensee's default.

34. Accident to Licensee's Employees

- (a) The Government, its employees and agents shall not be under any liability whatsoever for or in respect of injury to or death of any of the Licensee's employees, sub-contractors or agents save and except such injury or death caused by the negligence of the Government or its employees or agents. The Licensee shall indemnify the Government Representative and its employees or agents against all losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and actions whatsoever in respect of any such injury or death for which the Government and its employees and agents are not liable under this clause.
- (b) The Licensee shall effect and keep in force at his own expense a policy of Insurance against all liability to pay damages or compensation as aforesaid in respect of all staff and other persons other than the Government employees, who may be employed by the Licensee on any work done in pursuance of the Agreement with an insurance company authorized by the Insurance Companies Ordinance (Cap. 41) and on such terms and conditions to be approved by the Government Representative, and shall, as and when required, deposit with the Government Representative for safe keeping a copy of such policy of insurance together with the receipt for payment of the current premiums.
- (c) In the event of any staff or other persons employed by the Licensee on any work done in pursuance of the Agreement suffering any personal injury or death, the Licensee shall within forty-eight (48) hours notify the Government Representative in writing and whether there be a claim for a compensation or not, the Licensee shall, as soon as it is practicable thereafter, give notice in writing of such personal injury or death to the Commissioner for Labour and the insurer.

35. Liabilities and Indemnity

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

- (i) any loss of or damages to any of the Licensee's property or that of the Licensee's employees, sub-contractors or agents however caused (whether by any negligence of the Government or any of its employees or agents or otherwise); and
  - (ii) any injury to or death of any of the Licensee's employees or those of its sub-contractors or agents save and except any such injury or death caused by the negligence of the Government or any of its employees or agents.
- (b) The Licensee shall indemnify the Government against any loss of or damage to any Government property or of any of its employees or agents or from and against any claims, actions, proceedings, and liabilities (including liability to pay compensation and damages), costs (including legal costs on a full indemnity basis) and expenses incurred or sustained by the Government arising from any injury to or death of any employee or agent of the Government arising out of the negligence of the Licensee or any of the Licensee's employees, sub-contractors or agents.
- (c) For the purposes of this clause, "negligence" shall have the same meaning as that assigned to it in section 2(1) of the Control of Exemption Clauses Ordinance (Cap. 71).
- (d) The Licensee shall indemnify the Government, the Government Representatives, his employees, authorized persons and successors-in-title of the Government and/or Government Representatives and keep the Government fully and effectively indemnified against any and all losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and actions which the Government may sustain or incur or which may be brought or established against it by any Person and which in any cases arise out of or in relation to or by reason of, but not limited to, the following —
  - (i) the negligence, recklessness or wilful misconduct of the Licensee, his employees, sub-contractors or agents; or
  - (ii) the breach or the non-performance or non-observance of any of the warranties and undertakings, obligations or conditions by the Licensee, his employees, sub-contractors or agents; or
  - (iii) any defaults, unauthorized acts or omissions of the Licensee, his employees, sub-contractors or agents; or
  - (iv) the non-compliance with any applicable laws and any requirements or regulations of any competent authorities or agencies in connection with the performance of the obligations under this Agreement by the Licensee, his employees, sub-contractors or agents; or
  - (v) any loss or damage sustained by or any injury to or death of any third party which is partially or jointly in consequence of any negligence, omission, default of the Government Representative or its employee, sub-contractors or any agent under statute and under common law as long as such loss or

damage sustained by or any injury to or death of such third party is partially or jointly attributable to the Licensee or his employees or agents engaged by the Licensee (if any) in the manner as described in (i) to (iv) above.

- (e) The indemnities, payment and compensation given in pursuance of the Agreement by the Licensee shall not be affected or reduced by reason of any failure or omission of the Government Representative in enforcing any of the terms and conditions of the Agreement, or in supervising or controlling the Licensee's operation or method of working, or in detecting or preventing or remedying any defective work carried out by the Licensee, his employees, sub-contractors or agents.

36. Public Liability Insurance

- (a) The Licensee shall effect, take out, maintain and renew upon expiry at his own expense a public of insurance (including public liability) for the benefit of and in the joint names of the Licensee and the Government of the Hong Kong Special Administrative Region in the sum of not less than Ten Million Hong Kong Dollars (HK\$10,000,000) for any one (1) incident and for an unlimited number of claims arising during the Licence Period with an insurance company authorized by the Insurance Companies Ordinance (Cap. 41) on such terms and conditions to be approved by the Government Representative. There shall be no limit to the number of claims during the period of insurance.
- (b) The policy of insurance shall cover full liability to pay damages or compensation as a result of the damage to properties, death of or injury to or illness suffered by any person arising out of any act, negligence or default of the Licensee, or the Government or their employees, sub-contractors and agents. The policy of insurance shall also indemnify all sums which the Licensee and the Government shall become legally liable to pay as compensation for bodily injury due to poisoning by food and/or drinks supplied by the Licensee at the Venue.
- (c) The Licensee shall keep the aforesaid policy of insurance in force during the continuance of the Agreement and shall forthwith deposit with the Government Representative for safe keeping a copy of such policy of insurance together with the receipt for payment of the current premiums.
- (d) If the terms of the policy of insurance taken out by the Licensee require the insured parties to bear any excess amount in the event of claims, the Licensee shall be personally and solely responsible for the payment of such excess amount and shall indemnify the Government for such payment. Under no circumstances whatsoever shall the Government be responsible for the premium payable under the public liability insurance policy or the premium payable for the renewal thereof.
- (e) The policy of insurance shall include a cross liability clause.
- (f) The Licensee is responsible to lodge 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.

- (g) The Licensee shall conform to the terms and conditions of the public 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 Licensee shall not do or permit or suffer to be done any act or omission whereby the public liability insurance policy shall be rendered void or voidable, or which would otherwise amount to breach of the public liability insurance policy. The Licensee shall bear the economic consequences of, and indemnify the Government in full from and against any loss and liability which may arise from any failure of the Licensee to observe and comply with this clause.

37. Failure to Insure

If the Licensee shall fail to effect or to keep in force the policy of insurance referred to in Clauses 34 and 36 or any other policy of insurance which it may be required to effect under the terms and conditions of the Agreement, the Government Representative may effect and keep in force any such policy of 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 hereof or may recover the same as a debt due from the Licensee.

38. Termination

- (a) Without prejudice to any right or action or remedy which shall have accrued or shall accrue thereafter to the Government Representative, the Government Representative may at any time by notice summarily terminate the Agreement without entitling the Licensee to compensation in any of the following events –
- (i) if the Licensee fails or neglects to observe or perform any of the terms and conditions of the Agreement or fails to pay any of the sums payable by the Licensee under the Agreement or in the case of a breach capable of being remedied, will have failed within fourteen (14) days or such longer period as the Government Representative may allow after the receipt of a notice in writing from the Government Representative so to do to remedy the breach (such notice shall contain a warning of the Government Representative's intention to terminate the Agreement); or
- (ii) if the Licensee goes into liquidation, or is at any time adjudged bankrupt, or is having a receiving order or orders for administration of his estate made against him, or takes any proceedings for liquidation or composition under any Bankruptcy Ordinance (Cap. 6) for the time being in force, or becomes insolvent, or makes a proposal for a composition or a scheme of arrangement or makes any conveyance or assignment of his effects for the benefit of his creditors or purports so to do, or suffers any execution to be levied on his goods and assets in the Venue, or a petition is filed for the bankruptcy or winding up of his Catering Business otherwise than for the

purpose of a reconstruction or amalgamation previously approved by the Government Representative in writing; or

- (iii) if the Licensee, being a company, passes a resolution, or the court makes an order, or a receiver or manager is appointed on behalf of the debenture holders, or circumstances which entitle the court or debenture holders to appoint a receiver or manager have arisen, for the liquidation of the Licensee's assets;
  - (iv) if the Licensee assigns or purports to assign all or any part of the burden or benefits of the Agreement without the prior written consent of the Government Representative.
- (b) Notwithstanding any provision to the contrary, either party may terminate the Agreement by serving to the other party a ten (10) months' prior notice in writing specifying the date of termination provided that the said date of termination shall be a date at least eighteen (18) months after the commencement of the Agreement.
- (c) If the Government Representative shall at any time be prevented from performing the Agreement by force majeure, then the Agreement shall terminate immediately but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of any of the terms and conditions of the Agreement.
- (d) For the purpose of Clause 38(c), "force majeure" means acts of God, strikes, lockouts, acts of war, civil disorders, governmental laws, orders or regulations or other similar or different events or contingencies beyond the reasonable control of the respective parties. For these purposes an event shall not be deemed to be within the control of the Government Representative on the ground that the Government Representative could have prevented that event by acceding to any unreasonable demands of an authority, corporation, trade union, association or person.

### 39. Effect of Termination

- (a) Upon termination of the Agreement —
- (i) the Licensee shall immediately deliver up vacant possession of the Licence Areas including the appliances, furniture, fixtures and fittings provided by the Government Representative or the Government therein in good repair (fair wear and tear excepted) and in clean and hygienic condition. Provided always that where the Licensee has made any alterations or installed any fixtures or additions to the Licence Areas with or without the Government Representative's consent, the Government Representative may at its discretion require the Licensee to reinstate or remove at the Licensee's own expense such alterations, fixtures, fittings or additions or such part or portion thereof as the Government Representative may require and to make



good and repair in a proper and workmanlike manner any damage to the Licence Areas and to the Government Representative's fixtures and installations thereof before delivering up the Licence Areas to the Government Representative.

- (ii) the Licensee shall at his own expense forthwith retreat all his employees, sub-contractors or agents and remove from the Venue all his fixtures, fittings, structures, materials, machinery, equipment, plant and all other properties which the Government Representative does not desire to take over. The Licensee shall at his own expense make good any damage to the Government premises, property, machinery and equipment which are caused by such retreat or removal.
  - (iii) the Licensee shall return all Government premises, property, machinery and equipment provided by the Government Representative under this Agreement in the manner as stipulated in Clause 29 hereof.
  - (iv) if the Licensee shall fail to comply with Clause 39(a)(ii), the Government Representative may forthwith enter the Licence Areas to remove any person therein, or to remove any fixtures and fittings so installed or erected, or any property, materials, machinery and equipment found therein and to effect the necessary repair and cleansing work so as to keep the Licence Areas in a good repair, clean and serviceable condition. The Government Representative reserves the right to take over or to dispose of in whatsoever manner it deems appropriate and without any liability and compensation whether towards the Licensee or any other party any fixtures and fittings so installed or erected and any chattels not collected or removed by the Licensee upon the termination of the Agreement. All costs, losses, damages or expenses incurred by the Government as a direct or indirect result of the breach of the Agreement under this clause shall be recoverable as a debt due from the Licensee.
- (b) Any termination of the Agreement howsoever occasioned shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

#### 40. Recovery of Sums Due

Whenever under the Agreement any sum of money (including but not limited to rates and Government rent payable in respect of the Licence Areas) shall be recoverable from or payable by the Licensee to the Government (but the Licensee has failed to pay the same by the due date), the Government Representative is entitled to deduct the same from any sum then due or which at any time thereafter may become due to the Licensee under this or any other agreement or agreements with the Government or from the Security Deposit in cash or by making a call on the Banker's Guarantee in accordance with Clause 7 hereof forthwith without notice.

41. Jurisdiction

The Agreement shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region and the parties hereto irrevocably submit themselves to the exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

42. Licence, Permit and/or Certificate

- (a) The Agreement does not confer exemption from any licensing requirements pertaining to the Licensee's Catering Business.
- (b) The Licensee shall apply to the appropriate authorities to obtain or renew, as the case may be, all licences, permits and certificates required by the laws of the Hong Kong Special Administrative Region for the operation of his Catering Business. The Licensee shall make no claim of any kind whatsoever against the Government Representative in the event of the Licensee's failure or inability for any reason to obtain or renew any such licences, permits and/or certificates.
- (c) It will be unlawful for the Licensee to conduct his Catering Business without the licences, permits and/or certificates as required by the laws of the Hong Kong Special Administrative Region, notwithstanding the granting of the Licence by the Government Representative. The Licensee shall not provide any service or for sale of any commodities for which any licence, permit and/or certificate is so required by law without first obtaining such licences, permits and/or certificates. The Licensee shall assume full responsibility for ensuring that those licences, permits and/or certificates shall remain in full force and effect as long as the Agreement remains in force.
- (d) Since it will necessarily take time for the relevant authorities to consider and decide on an application for the requisite licence, permit and/or certificate, the Licensee agrees and accepts that there will be no abatement or reduction of the Monthly Licence Fee which is calculated on pro rata of the Minimum Annual Licence Fee on the grounds that the Licensee cannot conduct his Catering Business, pending the consideration of his applications and issuance or renewal of the relevant licences, permits and/or certificates. For avoidance of doubt, the non-issuance of the relevant licences, permits and/or certificates by relevant authority does not constitute any grounds for the abatement of the Minimum Annual Licence Fee or any part thereof.
- (e) The Licensee shall observe and comply with the conditions of any licence, permit and/or certificate issued to him in relation to the performance of the Agreement.

43. Applicability of Public Health and Municipal Services Ordinance

The Agreement is subject to the provisions of the Public Health and Municipal Services Ordinance (Cap. 132), and of all regulations made thereunder, which may be applicable to the Venue, the Licence Areas, the Other Specific Areas and to the Catering Business. For activities relevant to licensing requirements regulated by the Director of Food and

Environmental Hygiene, the Licensee shall visit the following Food and Environmental Hygiene Department (FEHD)'s website for more information –

*[http://www.fehd.gov.hk/english/licensing/Guide\\_on\\_Types\\_of\\_Licences\\_Required.html](http://www.fehd.gov.hk/english/licensing/Guide_on_Types_of_Licences_Required.html)*

44. Compliance with Law and Government Requirements

The Licensee shall observe and comply with all applicable laws of the Hong Kong Special Administrative Region and requirements or regulations imposed from time to time by the relevant authorities in connection with the performance of his obligations under the Agreement.

45. Service of Notice

- (a) Any notice to be given herein shall be in writing and shall be sent to the address of the recipient set out in the Agreement or to such other address as either party shall notify the other in writing. Notice may be delivered personally or by post, by courier or facsimile.
- (b) Any notice shall be deemed given—
  - (i) when left at the address of the recipient if delivered by hand during normal business hours; or
  - (ii) one (1) working day after despatch by post; or
  - (iii) when successfully despatched by facsimile.

46. Waiver of Remedies

- (a) No forbearance, delay or indulgence by either party in enforcing the provisions of the Agreement 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.
- (b) Acceptance of any payment by the Government Representative shall not be deemed to operate as a waiver by the Government of any right to proceed against the Licensee in respect of any breach, non-observance or non-performance by the Licensee of any of the terms and conditions of this Agreement on the Licensee's part to be observed and performed.

47. Severability

- (a) In the event that any provisions of the Agreement or any part of any such provisions shall at any time be adjudged to be invalid, unlawful, illegal or otherwise howsoever unenforceable under any applicable laws of the Hong Kong Special Administrative Region, such provisions or such part of such provisions, as the case may be, to but only to the extent required by such laws, shall be severed

from the Agreement and rendered ineffective so far as possible without modifying the remaining provisions hereof.

- (b) If at any time any one or more provisions hereof shall be adjudged to be invalid or illegal in any respect under any applicable laws of the Hong Kong Special Administrative Region, the validity, legality or enforceability of the remaining provisions hereof shall not in any way be thereby impaired or affected.
- (c) Where, however, the provisions or any such applicable laws of the Hong Kong Special Administrative Region may be waived, they are hereby waived by the parties hereto to the full extent permitted by such laws to the end that the Agreement shall be valid, binding and enforceable in accordance with its terms and conditions.

48. Relationship of the Parties

- (a) Nothing in the Agreement shall be construed as in any way constituting a partnership between the parties.
- (b) Neither party shall without the prior approval in writing of the other commit that other party to any obligation other than those prescribed in the Agreement.

49. Mediation

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

50. Entire Agreement

- (a) The Agreement 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 thereof. No addition to or modification of any provision of the Agreement shall be binding upon the parties unless made by a written instrument signed by a duly authorized representative of each of the parties.
- (b) All parts of the Tender Documents including the tender plans and proposals submitted and offered by the Tenderer which have been accepted by the Government Representative will be binding on the successful Tenderer upon the award of the Agreement. Variation to any part of the Agreement including the tender plans and proposals will be subject to prior approval from the Government

Representative or at the request of the Government Representative on reasonable grounds.

51. Exclusion

The parties hereby declare that nothing in this Agreement confers or purports to confer on any third party any benefit or any right to enforce any term of this Agreement pursuant to the Contracts (Right of Third Parties) Ordinance (Cap. 623).

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**SCHEDULES****FIRST SCHEDULE****Licence Percentage and Minimum Annual Licence Fee****<To be Inserted into Price Envelope>**

1. Subject to Paragraph 2 below, the Licensee shall pay to the Government a Monthly Licence Fee which is calculated by a Licence Percentage of the preceding month's Gross Receipts within fourteen (14) working days after the end of each month or within fourteen (14) working days after sooner termination of this Agreement as regards the grant of a Licence by the Government Representative to conduct the Catering Business at the Venue. The Licence Percentage and the Minimum Annual Licence Fee shall be fixed without any adjustment throughout the Licence Period at the following rates –

<b>Minimum Annual Licence Fee (in Hong Kong dollars)</b>	<b>Licence Percentage (%)</b>
HK\$ _____ (in figures)	_____ (in figures)

2. The Monthly Licence Fee, which should be rounded up to the nearest one (1) cent, does not include rates, Government rent and taxes payable in respect of the Licence Areas and the Licensee's Catering Business. The first payment of the Monthly Licence Fee is to be made at such time as shall be directed by the Government Representative. When payment of the Monthly Licence Fee of any month is overdue, the Licensee shall pay to the Government a surcharge on that outstanding Monthly Licence Fee at an interest rate equivalent to the average of the best lending rate of the three note-issuing banks in Hong Kong plus 2% per annum. Such interest shall be calculated and payable from the day on which such payment falls due.

3. For each and every Agreement Year during the continuance of the Agreement, the Licensee shall pay to the Government the Annual Licence Fee. Such fee shall either be the aggregate of Monthly Licence Fee paid for that Agreement Year or the Minimum Annual Licence Fee, whichever is the higher.

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

Name of Authorized Representative : \_\_\_\_\_

Signature of Tenderer  
or Authorized Representative \* : \_\_\_\_\_

\* *Delete as appropriate*

(with Tenderer's chop, if applicable)

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**SCHEDULES****SECOND SCHEDULE****Tenderer's Information****<To be Inserted into Technical Envelope>****Part I – Background and Status of Tenderer**

A Tenderer is required to provide the following information -

1. If my/our tender is accepted, I/we shall, pursuant to Clause 13 of the Notes for Tenderer, deposit with the Government of the Hong Kong Special Administrative Region, not later than seven (7) days before the commencement of the Licence Period or at such time as shall be directed by the Government Representative, a sum equivalent to one-third (1/3) of the Minimum Annual Licence Fee and in the event that I/we failed the financial vetting as conducted by the Government Representative, I/we shall deposit an additional amount equivalent to 5% of the total contract value (i.e. 5% of the total Minimum Annual Licence Fee for the whole Licence Period of this Agreement) or one-sixth (1/6) of the Minimum Annual Licence Fee, whichever is the lower, as security for the due and faithful performance of the Agreement either –
  - (a) in cash, or
  - (b) in the form of a banker's guarantee approved by the Government Representative and issued by a bank licensed under Section 16 of the Banking Ordinance (Cap. 155). I/We shall keep the banker's guarantee valid for six (6) more months after the expiry of this Agreement, or the date on which all my/our obligations and liabilities under the Agreement have been duly carried out, completed and discharged to the satisfaction of the Government Representative, whichever is the later.

I/We agree to be bound by the terms and conditions stipulated in the Tender Documents in particular, Clause 5 of the Notes for Tenderer. I/We agree to the warranties and indemnities given to the Government in this Tender on anti-collusion requirements.

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

Name of Authorized Representative : \_\_\_\_\_

Signature of Tenderer  
or Authorized Representative \* : \_\_\_\_\_  
(with Tenderer's chop, if applicable)

Date: \_\_\_\_\_ 2017

\* *Delete as appropriate*

2. In support of my/our offer for the grant of the Licence, I/we would provide the following information —

**(A) Tenderer's Status**

(1) **If the Tenderer is a Sole Proprietor** – (If the Tenderer is not a sole proprietor of the business he is bidding for, please strike out (1) and go to (2). If the Tenderer is a sole proprietor, please complete (1) and strike out (2) and (3)).

(a) Name of Owner/Proprietor: (in English) \_\_\_\_\_  
(in Chinese) \_\_\_\_\_

(b) Hong Kong Identity Card Number: \_\_\_\_\_

(c) Residential Address: \_\_\_\_\_  
\_\_\_\_\_

(d) Telephone Number: \_\_\_\_\_  
Facsimile Number: \_\_\_\_\_

(e) Length of experience in operating the business bidding for: \_\_\_\_\_

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

Expiry date of Business Registration Certificate (if applicable): \_\_\_\_\_

(g) Name of Banker and Branch dealing with the business being operated:

\_\_\_\_\_

Address of Banker and Branch:

\_\_\_\_\_

Bank Account Number: \_\_\_\_\_

(h) Accreditation to the following certifications which are relevant to the business bidding for and valid as at the Original Tender Closing Date (Please tick as appropriate)

ISO 22000       ISO 14001       ISO 9001

OHSAS 18001       Hazard Analysis and Critical Control Point System

**I attach herewith a copy of the relevant certificate(s) or otherwise such other documentary evidence proving my accreditation(s).**

---

- (i) I submit this tender for and on my own behalf as the sole proprietor with details as shown above.

Signature of Owner/Proprietor  
(i.e. the Tenderer) : \_\_\_\_\_

Date: \_\_\_\_\_

- (2) **If the Tenderer is a Company, a Firm or a Body Unincorporated** –  
(If the Tenderer is a body corporate, please strike out (2) and go to (3)).

- (a) Name of the Firm/Body (in English) \_\_\_\_\_  
Unincorporated:  
(in Chinese) \_\_\_\_\_

- (b) Address of the Firm/Body Unincorporated:  
\_\_\_\_\_

- (c) Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

- (d) Length of experience in operating  
the business bidding for: \_\_\_\_\_

- (e) Business Registration Certificate Number  
of the business being operated: \_\_\_\_\_

Expiry date of Business Registration  
Certificate: \_\_\_\_\_

- (f) Name of Banker and Branch dealing with the business being operated:  
\_\_\_\_\_

Address of Banker and Branch:  
\_\_\_\_\_

Bank Account Number: \_\_\_\_\_

- (g) Name of all Partners (in BLOCK letters) (**a copy of partnership agreement shall be submitted if the tenderer is a partnership or office-bearers of body unincorporated**):  
\_\_\_\_\_  
\_\_\_\_\_

Residential Address(es) of Partners or office-bearers (in above order):

\_\_\_\_\_  
\_\_\_\_\_

(h) Accreditation to the following certifications which are relevant to the business bidding for and valid as at the Original Tender Closing Date (Please tick as appropriate)

- ISO 22000       ISO 14001       ISO 9001
- OHSAS 18001       Hazard Analysis and Critical Control Point System

**I attach herewith a copy of the relevant certificate(s) or otherwise such other documentary evidence proving my accreditation(s).**

\_\_\_\_\_

(i) I declare and confirm that I am one of the partners/the authorized representative of the said firm/body unincorporated and am duly authorized to bind the said firm/body unincorporated and all its partners to this tender by my signature. **I attach to the Tender Form a letter certifying that I am the authorized representative to sign contracts/agreements.**

\_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_  
(with firm/body unincorporated chop)

Name of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

**(3) If the Tenderer is a Body Corporate**

(a) Name of the Body Corporate: (in English) \_\_\_\_\_  
(in Chinese) \_\_\_\_\_

If a Subsidiary, Name of Parent Company:  
(in English) \_\_\_\_\_  
(in Chinese) \_\_\_\_\_

- (b) Address of Registered Office: \_\_\_\_\_  
\_\_\_\_\_
- (c) Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_
- (d) Length of experience in operating  
the business bidding for: \_\_\_\_\_
- (e) Certificate of Incorporation Number of the  
company or name of ordinance under  
which the body corporate is established: \_\_\_\_\_  
Limited or unlimited liability: \_\_\_\_\_  
Year of Establishment: \_\_\_\_\_
- (f) Business Registration Certificate Number  
of the business being operated: \_\_\_\_\_  
Expiry date of Business  
Registration Certificate: \_\_\_\_\_
- (g) Name (in BLOCK letters) and residential address of the Managing Director:  
\_\_\_\_\_
- (h) Name (in BLOCK letters) and residential address of the Company Secretary:  
\_\_\_\_\_
- (i) Name of Banker and Branch dealing with the business being operated:  
\_\_\_\_\_  
Address of Banker and Branch:  
\_\_\_\_\_  
Bank Account Number: \_\_\_\_\_
- (j) Accreditation to the following certifications which are relevant to the business  
bidding for and valid as at the Original Tender Closing Date (Please tick as  
appropriate)
- ISO 22000       ISO 14001       ISO 9001
- OHSAS 18001       Hazard Analysis and Critical Control Point System

**I attach herewith a copy of the relevant certificate(s) or otherwise such other documentary evidence proving my accreditation(s).**

(k) I declare and confirm that I am the \*Managing Director/Company Secretary/Principal Officer (please specify \_\_\_\_\_)# of the said company/body corporate and am duly authorized to sign this Information on Tenderer on behalf of the said company/body corporate and to bind the said company/body corporate by my signature. **I attach to the Tender Form a certified true copy of the company’s resolution/body corporate minutes of meeting showing that I am duly authorized to sign contracts/agreements.**

Signature of Authorized Representative: \_\_\_\_\_  
(with company/body corporate chop)

Name of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

# Please fill in the blank

(4) Other business being run at present:  
\_\_\_\_\_

(5) Anticipated Annual Turnover:  
\_\_\_\_\_

(6) Other information related to my/our offer:  
\_\_\_\_\_

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

Name: \_\_\_\_\_

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

Name(s) and address(es) of Tenderer and Authorized Representative signing this document:

---

---

Telephone No: \_\_\_\_\_

Signature of Tenderer  
or Authorized Representative\*\* : \_\_\_\_\_

(with Tenderer's chop, if applicable)

Date: \_\_\_\_\_

\*\* Delete as appropriate.

**Part II – Experience of Tenderer**

In accordance with Clause 14 of the Notes for Tenderer, a Tenderer must have experience in providing catering services for at least four (4) events, each with serving capacity not less than 1 500 patrons at the same time in any one (1) day of an event, during the past five (5) years. Tenderers should state in the below table the details of its experience for assessment of compliance with such requirement:

Name of Event	Event Date(s)	Organiser	Event Location	Catering Services Provided	Serving Capacity at the same time
<u>e.g.</u> <u>“XX Music Show”</u>	<u>3 May 2015</u>	<u>Home Affairs Bureau</u>	<u>Tamar Park Open Area</u>	<u>Tea Buffet</u>	<u>2 500</u>
1.					
2.					
3.					
4.					

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

In accordance with Clause 4(a)(2)(ii), Tenderers are required to submit documentary proof to substantiate its claim of experience (e.g. copies of contract, client reference letter from organizer, service order which can show the name and date of event(s), number of patrons of the event and scope of services, etc.). The relevant claim of experience will not be counted if not substantiated to the satisfaction of the Government Representative.

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

Name of Authorized Representative : \_\_\_\_\_

Signature of Tenderer  
or Authorized Representative \* : \_\_\_\_\_

(with Tenderer’s chop, if applicable)

\* Delete as appropriate.



Notes:

- (1) All the particulars required above must be accurately completed and the supply of any untruthful particulars or wilful omission may lead to rejection of this tender.
- (2) Any alternatives, which are not applicable, should be struck out.
- (3) The information provided will be used solely for processing of this tender exercise.
- (4) In accordance with Clause 15(e)(ii) of Notes for Tenderer, if there is more than one tender attaining the same highest combined score, the selection of which tender should be recommended with the priority as set out. Tenderer should claim of experience with documentary proof for 15(e)(ii)(3) and 15(e)(ii)(4).

**SCHEDULES****THIRD SCHEDULE****Business Plan, Management Plan, Contingency Plan and Décor Design****<To be Inserted into Technical Envelope>**

In accordance with Clause 4(a)(2)(iii) of the Notes for Tenderer, Tenderers are required to submit the following information for evaluation according to the marking scheme in the **Fourth Schedule**. The information submitted in this schedule will form part of the tender to be evaluated by the Government. The Tenderers may also include other materials as appropriate to facilitate consideration of its tender by the Government.

**1. Business Plan**

Tenderer should provide the following information for consideration on how their promotional strategy is compatible to the venue's status as the as the largest outdoor multi-purpose recreation and sports venue in Hong Kong:

- (i) the marketing, sales pricing strategies to serve different scales and nature of events as well as different types of patrons at the Hong Kong Stadium;
- (ii) the food proposal including but not limited to standard item(s) for sale in licence areas and mobile vending, standard menu(s) for executive suites holders and temporary box holders, private catering services in other specific areas, special menus for mega events by offering high quality catering packages (e.g. The Hong Kong Rugby Sevens, religious events, etc.) with detail description on the range of cuisines, and
- (iii) uniqueness of the service/commodities and special attractions.

**2. Management Plan**

Tenderer should provide the following information for consideration on how their management plan is compatible to the venue's status as the largest outdoor multi-purpose recreation and sports venue in Hong Kong:

- (i) organization chart showing the manpower to be deployed to this Contract, including the on-site staff and the off-site managerial and supervisory staff and not limited to the following information -
  - a) staff qualification and experience; and
  - b) staff with professional certificate on food hygiene such as basic Food Hygiene Certificate for Hygiene Manager/Supervisor issued by a registered post-secondary institute; and

- c) staff appearance, courtesy requirements and uniform (with descriptions and photos); and
- (ii) mechanism, measures and pledges for monitoring and auditing staff performance and compliance with occupational safety, food safety and health requirements for ensuring satisfactory performance of the Contract–
  - a) staff attendance and discipline measures; and
  - b) staff training and equipped with adequately maintained equipment/tools/materials (e.g. provided with induction, refresher and focused training for staff serving special menu, specific patrons, occupational safety, food safety etc.); and
- (iii) proposal for quality assurance to ensure the quality of services provided and handling of customers complaints; and
- (iv) staff mobilization plans showing one event day of a full house event with the expected serving capacity at any one time at 1 500, 2 500 and 4 000 respectively, with information of scope of duties, post and number of staff; and
- (v) waste management and recycling plans to reduce, recycle or reuse waste (e.g. general waste, recyclable waste and food waste).

### **3. Contingency Plan**

Tenderer should provide the following information for consideration on how their contingency plan is compatible to the Venue's status as the largest outdoor multi-purpose recreation and sports venue in Hong Kong:

- (i) details of the Tenderer's emergency response structure, communication system, manpower deployments, performance pledges, risks auditing, etc. for handling unforeseeable situations ;
- (ii) details of internal emergency response plans in respect of staff related incidents e.g. outbreak of staff on go-slow, strike or walk-out which will affect seriously the manpower provision and services under the contract; and
- (iii) details of emergency response plans in respect of venue emergencies incidents, such as breakdown of electricity supply, gas leakage and food poisoning, etc.

### **4. Décor Design**

Tenderer should provide the following information for consideration on how projected image of the catering outlet is compatible to the Venue's status as the largest outdoor multi-purpose recreation and sports venue in Hong Kong:

- (i) the overall design theme and style of décor for the bars, lounge areas, etc.;
- (ii) the layout plan for the dining areas; and
- (iii) drawing and/or photos on the proposed vending equipment and facilities of the Licence Areas to blend with the image and function of the Venue.

Notes:

- (1) Information provided by Tenderers hereunder will be binding on the Tenderers after award of the Licence.
- (2) Tenderers should note the marking scheme in the **Fourth Schedule** and that zero (0) mark will be given if Tenderers fail to provide information on any of the aspects listed hereunder for the respective plan or the proposed plan is impracticable. An offer will not be considered further if a Tenderer fails to obtain the passing mark stipulated therein.
- (3) Licensee has to seek written approval from Government Representative to revise plan(s) and proposal(s) incorporated in Items 1 to 4 of the **Third Schedule** after award of the Licence to accommodate the operational need.
- (4) Where the Government Representative finds on the reasonable grounds that the plan(s) and proposal(s) incorporated in Items 1 to 4 of the **Third Schedule** should be revised, the Licensee shall upon request by the Government Representative, introduce at no cost to the Government revised plans and proposals with such modifications to ensure provision of the catering services to the satisfaction of the Government Representative.

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

Name of Authorized Representative : \_\_\_\_\_

Signature of Tenderer  
or Authorized Representative \* : \_\_\_\_\_  
(with Tenderer's chop, if applicable)

\* *Delete as appropriate*

**SCHEDULES****FOURTH SCHEDULE****Marking Scheme for Tender Evaluation**

The Government will use a marking scheme in assessing the technical submissions of Tenderers which have passed the completeness check in Stage I and met the essential requirement in Stage II as set out in Clause 15(a) and (b) of the Notes for Tenderer respectively. The technical assessment in Stage III comprises five criteria. Tenderers must obtain the individual passing marks for Criteria 1 to 3. **A tender which fails to obtain the individual passing marks for any of Criteria 1 to 3 will not be further considered.** The tender with the highest quality marks would be awarded with a weighted quality score of 30, while the weighted quality score for other tenders will be calculated by the formula in Remark 3. Upon completion of the technical assessment, the price information will be evaluated. The price score carries a weighting of 70% as against a 30% weighting for the quality score. The tender with the highest combines score will normally be recommended for acceptance.

**Marking Sheet for the Assessment Criteria**

Assessment Criteria	Maximum Marks	Unit Marks (M)	Standard Score (S) (See Remark 1)							Marks Scored (M x S)	Basis of Assessment
			5	4	3	2	1	0			
<b>Part A – Tenderer’s Proposal</b>											
1.	Business Plan (Passing marks : 3)	12	3	N.A.							See Note 1
2.	Management Plan (Passing marks : 4.5)	18	4.5	N.A.							See Note 1
3.	Contingency Plan (Passing marks : 3)	12	3	N.A.							See Note 1
4.	Décor Design	3	0.75	N.A.							See Note 1
<b>Part B – Tenderer’s Qualifications</b>											
5.	Valid and relevant ISO, OHSAS and/or HACCP certifications	5	1								See Note 2
Total Quality Marks											

Remarks:

1. A Tenderer's proposal/qualifications in respect of the features mentioned in the assessment criteria will be rated as follows –

For assessment criteria 1, 2, 3 and 4

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

For assessment criterion 5

Standard score of 5, 4, 3, 2, 1, or 0 will be awarded.

2. The maximum of total quality mark is fifty (50).
3. A weighted quality score of 30 will be allocated to the tender with the highest total quality marks, while the weighted quality score for the other tenders will be arrived at based on the following formula:

$$\text{Weighted quality score} = 30 \times \frac{\text{Total quality marks attained by the tender being considered}}{\text{Highest total quality marks attained among all tenders which have passed Stages I and II evaluation and obtained all the individual passing marks in Stage III}}$$

Note: The weighted quality score of each tender will be rounded to the nearest two (2) decimal places.

## Example:

Assuming there are three (3) Tenderers who have passed Stages I and II evaluation and obtained all the individual passing marks in Stage III: Tenderer A got the highest total quality marks of 50; Tenderer B got a total quality marks of 32 and Tenderer C got a total quality mark of 16. By applying the formula in Remark 3 above, the weighted quality scores of the three (3) Tenderers are:

Tenderer A: 30

Tenderer B:  $30 \times 32/50 = 19.20$ ; and

Tenderer C:  $30 \times 16/50 = 9.60$ .

**Note 1: Business Plan, Management Plan, Contingency Plan and Décor Design**StandardScore

- 4 - The proposed plan is practicable with detailed information on all aspects as well as good suggestions more than half of the aspects of the respective plan.
- 3 - The proposed plan is practicable with detailed information on all aspects as well as good suggestion(s) on up to half of the respective plan.
- 2 - The proposed plan is practicable with  
(i) detailed information on all aspects; or  
(ii) detailed information on more than half of the aspects and brief information on the remaining aspects of the respective plan.
- 1 - The proposed plan is practicable with  
(i) detailed information on up to half of the aspects and brief information on the remaining aspects; or  
(ii) brief information on all aspects of the respective plan.
- 0 - The proposed plan is impracticable or failure to provide information on any of the aspects of the respective plan.

- [\*Remarks: (i) The aspects of the respective plans are listed in Third Schedule.
- (ii) The meaning of “all”, “more than half” and “up to half” of the aspects for the respective plans are as below:

	Business Plan	Management Plan	Contingency Plan	Décor Design
All	3	5	3	3
More than half	2 to 3	3 to 5	2 to 3	2 to 3
Up to half	1	1 to 2	1	1

- (iii) The information provided in sub-aspects [e.g. (a), (b), (c)] will be assessed as a whole for the main aspect concerned under the respective plan.]
- (iv) Assessment of the Tenderer’s proposal will solely be based on the business plan, management plan, contingency plan and décor design submitted by the Tenderer with its tender by the Tender Closing Date. If a Tenderer fails to submit the Décor information with its tender by the Tender Closing Date, it will be considered as failing to provide information on all the aspects of the Décor Design.]

**Note 2: Valid and relevant ISO, OHSAS and/or HACCP certifications**StandardScore

- 5 - Accredited to all of the following certifications:  
(i) ISO 22000;  
(ii) ISO 14001;  
(iii) ISO 9001;  
(iv) OHSAS 18001; and  
(v) Hazard Analysis and Critical Control Point System.
- 4 - Accredited to any four of the certifications listed above.
- 3 - Accredited to any three of the certifications listed above.
- 2 - Accredited to any two of the certifications listed above.
- 1 - Accredited to any one of the certifications listed above.
- 0 - Not accredited to all of the certifications listed above.

- [\*Remarks: (i) Accreditation shall be relevant to the provision of catering services and valid as at the Original Tender Closing Date.
- (ii) Tenderers should state in the Second Schedule Part I its accreditation(s). Tenderers are required to submit the relevant certificate(s) or otherwise such other documentary proof to substantiate its accreditation. The relevant accreditation will not be counted if not substantiated to the satisfaction of the Government Representative.
- (iii) Assessment of the Tenderer's accreditation(s) will solely be based on the information provided in the Second Schedule Part I or the certificates/documentary proof submitted by the Tenderer with its tender by the Tender Closing Date. If a Tenderer fails to submit the Second Schedule Part I and any certificates/documentary proof with its tender on the Tender Closing Date, it will be considered as not accredited to all of the certifications listed above.]



**SCHEDULES****FIFTH SCHEDULE**

**List of appliances, furniture, fixtures and fittings**  
**Provided by the Government for the Catering Business at Hong Kong Stadium**  
**(For Vending Stations Only)**

**Government's Fit – Out Provisions**

<b>Items</b>	<b>Vending Stations Nos.</b>	<b>Descriptions</b>
Floors	3,10,13,21,22,28,29 and 35	In as-in condition.
Ceilings	3,10,13,21,22,28,29 and 35	Without finished decoration.
Doors	3,10,13,21,22,28,29 and 35	Only main entry door provided.
MVAC	3,10,13,21,22,28,29 and 35	Ventilation provided.
Plumbing	3,10,13,21,22,28,29 and 35	Water meter provided.
Drainage	3,10,13,21,22,28,29 and 35	Floor drains provided.
Electricity	3,10,13 and 21	1 no. of independent power consumption meter provided.
Gas and Electricity	22,28,29 and 35	<ul style="list-style-type: none"> <li>◆ Provide service points to within one meter of equipment.</li> <li>◆ 1 no. of independent power consumption meter provided.</li> </ul>
Lighting	3,10,13,21,22,28,29 and 35	Lighting provided.
Fire Services	3,10,13,21,22,28,29 and 35	Fire sprinkler head and heat detector provided. Connect shutter to fire alarm system.
Telephone	3,10,13,21,22,28,29 and 35	One internal extension telephone provided.

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**AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_ 2017 BETWEEN the Government of the Hong Kong Special Administrative Region acting through the Director of Leisure and Cultural Services whose principal office is situated at the Leisure and Cultural Services Headquarters, 1-3 Pai Tau Street, Sha Tin, Hong Kong (the ‘Government’) of the one part AND \_\_\_\_\_ of \_\_\_\_\_ (the ‘Licensee’) of the other part.

WHEREBY IT IS AGREED as follows:

1. The Government grants to the Licensee a Licence to conduct the Catering Business in Hong Kong Stadium for the period and on the terms and condition set out in the Tender Documents and the Licensee’s quotation submitted in response thereto (to the extend accepted by the Government).
2. In consideration of the grant of the Licence, the Licensee agrees to pay to the Government the Monthly Licence Fee and the Minimum Annual Licence Fee and to observe and perform the terms and conditions of this Agreement.

IN WITNESS whereof the parties hereto have entered into this AGREEMENT on the day and year first above written.

SIGNED by the \*Licensee/  
Authorized Representative

\_\_\_\_\_  
(Name HKID No. )  
(with firm / company chop, if applicable)

WITNESSED by

\_\_\_\_\_  
(Name HKID No. )

SIGNED for and on behalf of  
the Government by  
(Name and Post)

\_\_\_\_\_  
( )

WITNESSED by  
(Name and Post)

\_\_\_\_\_  
( )

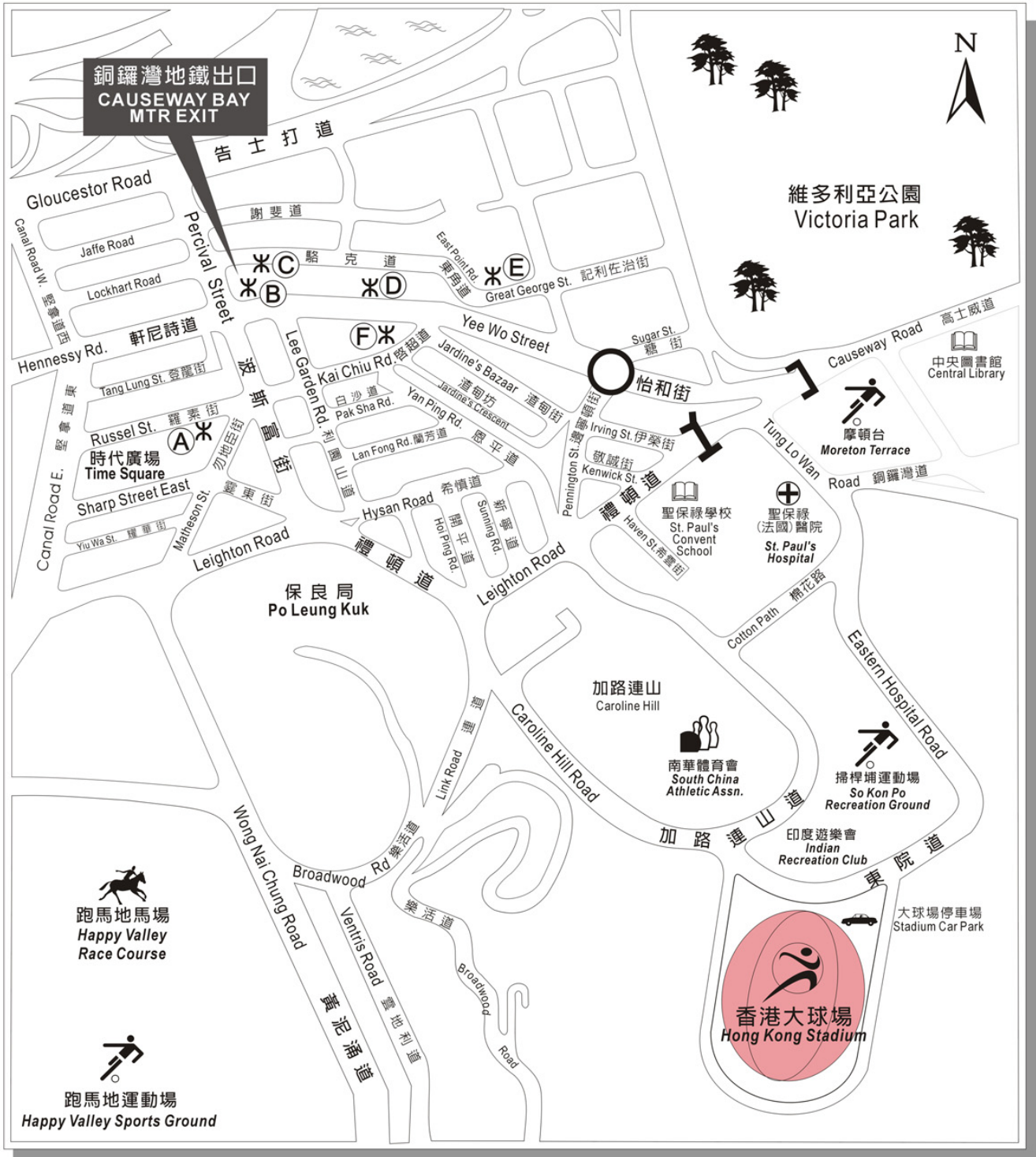
\* Delete as appropriate

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**ANNEXES**

**ANNEX A**

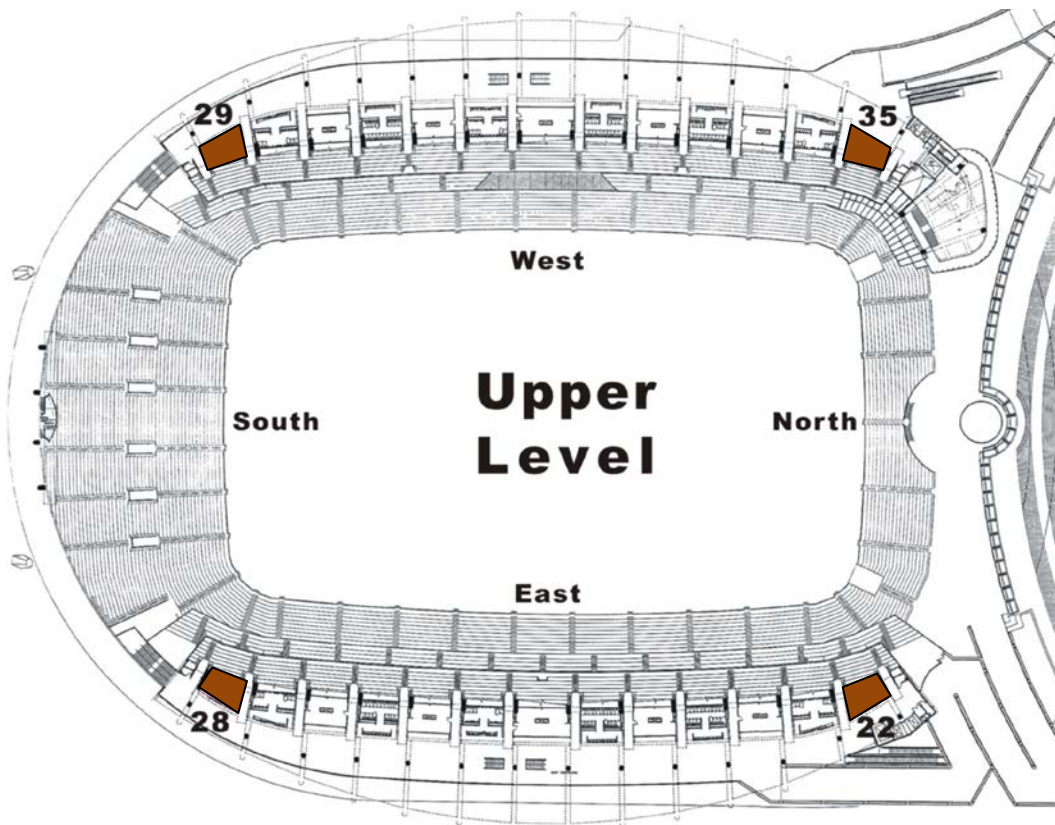
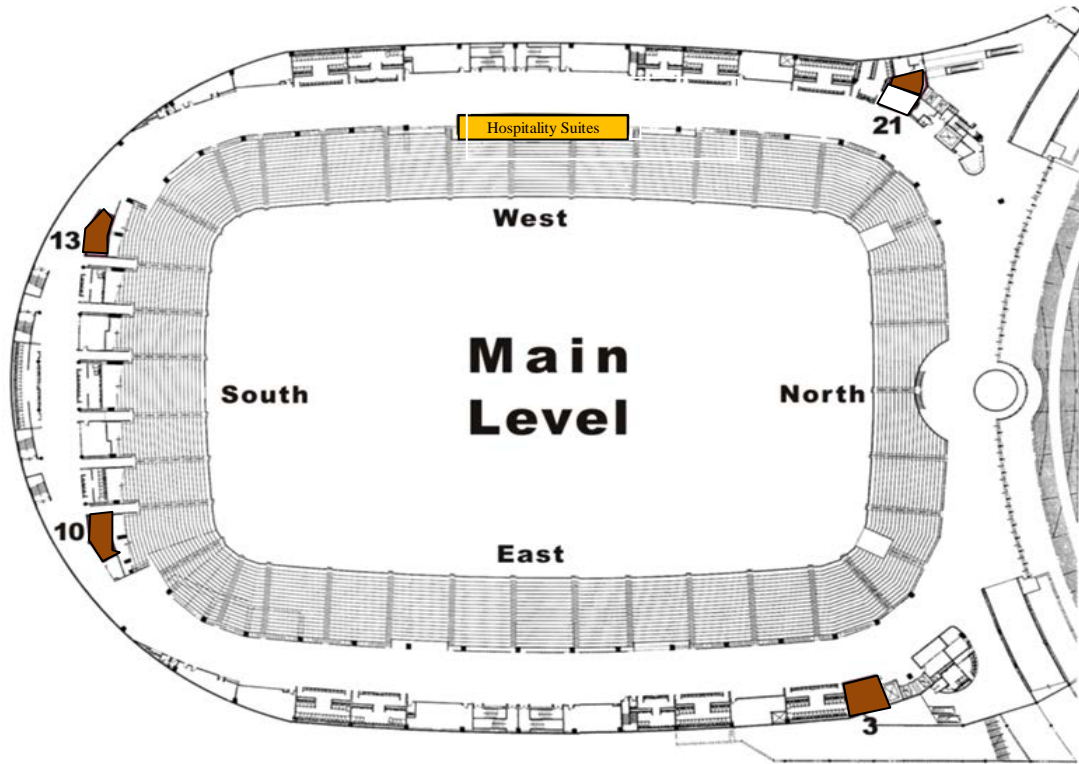
**Location Plan of the Venue at Hong Kong Stadium  
(Venue as delineated and shown coloured pink)**



**ANNEXES**

**ANNEX B**

**Location Plan Showing the Vending Station Nos. 3, 10, 13, 21, 22, 28, 29 and 35**  
**(Licence Areas for the Eight (8) Vending Stations — as delineated and shown coloured brown and Hospitality Suites — as delineated and shown coloured orange)**

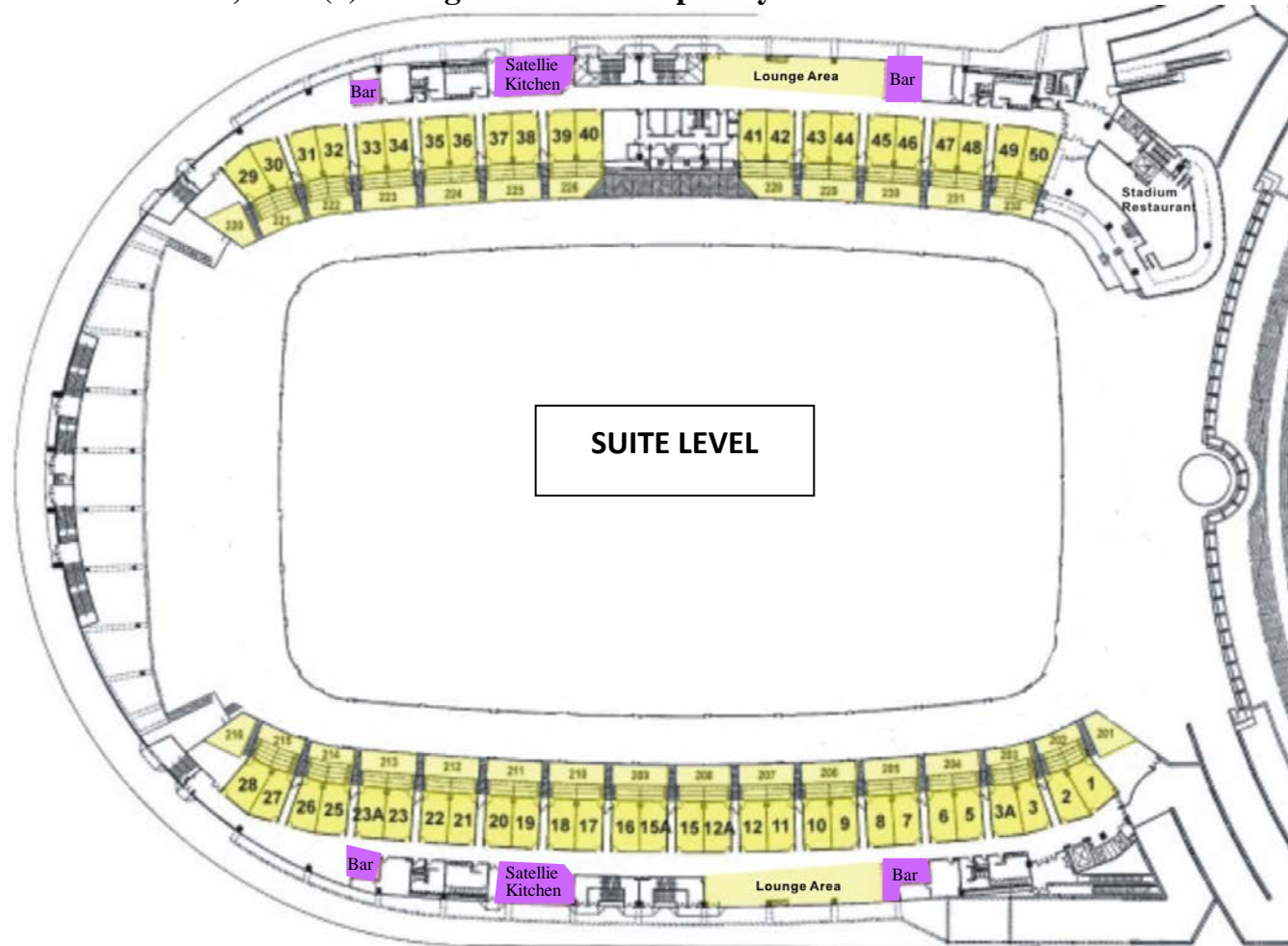


**ANNEXES**

**ANNEX C**

**Location Plan Showing the Two (2) Satellite Kitchens and Four (4) Bars  
on Suite Level at Hong Kong Stadium**

**(Licence Areas for the Two (2) Satellite Kitchens and Four (4) Bars as delineated and shown coloured purple and Fifty (50) Executive Suites, Two (2) Lounge Areas & Temporary Boxes as delineated and shown coloured yellow)**





**ANNEXES**

**ANNEX D**

**Location Plan Showing the Preparation Kitchen, Dish Washing Areas, Storage and Office Areas on Service Level at Hong Kong Stadium**

**(Licence Areas for the Preparation Kitchen, Dishwashing Areas, Storage Rooms, Offices, Linen Room and Walk-in Fridges as delineated and shown coloured red**

**One (1) Multi-use Room and Two (2) Star Dressing Rooms as delineated and shown coloured blue)**

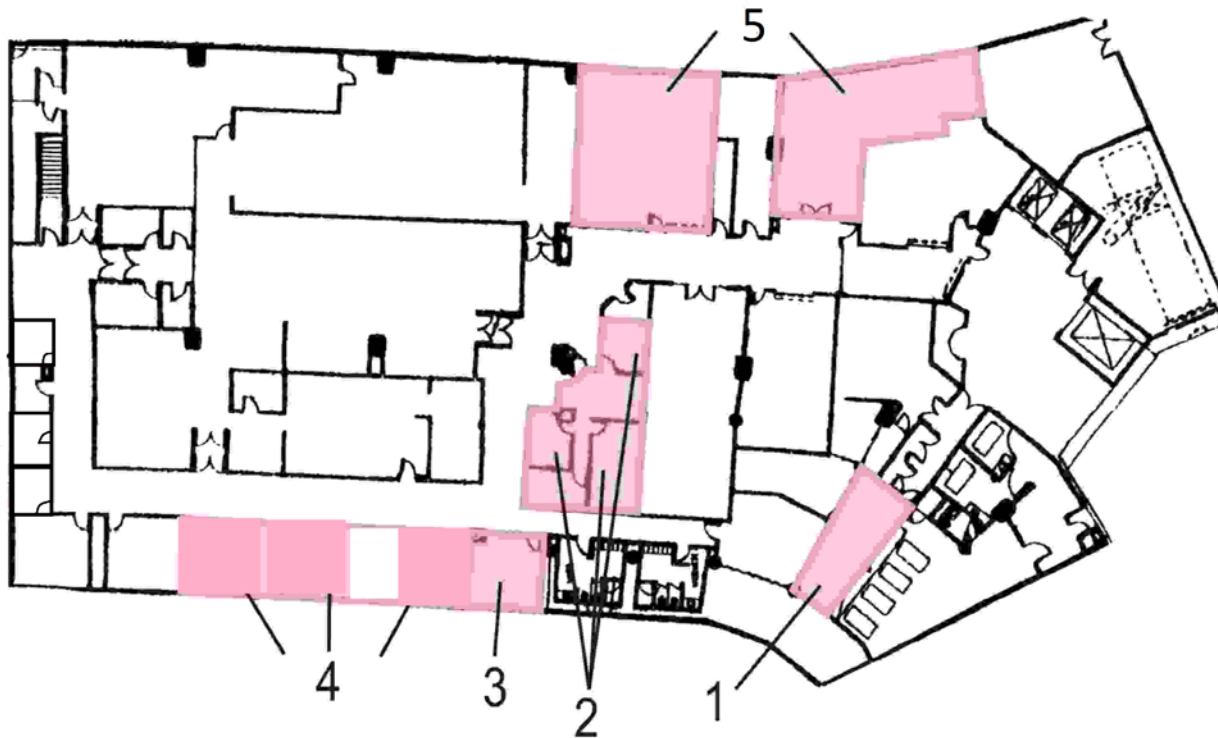




**ANNEXES**

**ANNEX E (1)**

**Layout Plan Showing the Storage Rooms, Offices, Linen Room and Walk-in Fridges  
(Licence Areas for the Catering Business as delineated and shown coloured pink)**



Item	Location	Area(M <sup>2</sup> )	Equipment / No.	Qty.	Electricity Supply (Total Maximum Loading)
1	Linen Room	33	Upright Shelf	7	--
2	Admin. Office	64	--	-	13 Amp Single Phase
3	Office	16	--	-	13 Amp Single Phase
4	Walk-in Fridge	56	Walk-in Cold Room PK/WRC/R/010-012	3	---
5	Storage Area	153	Walk-in Cold Room PK/WRC/R/046	1	40 Amp Three Phase For fridge only

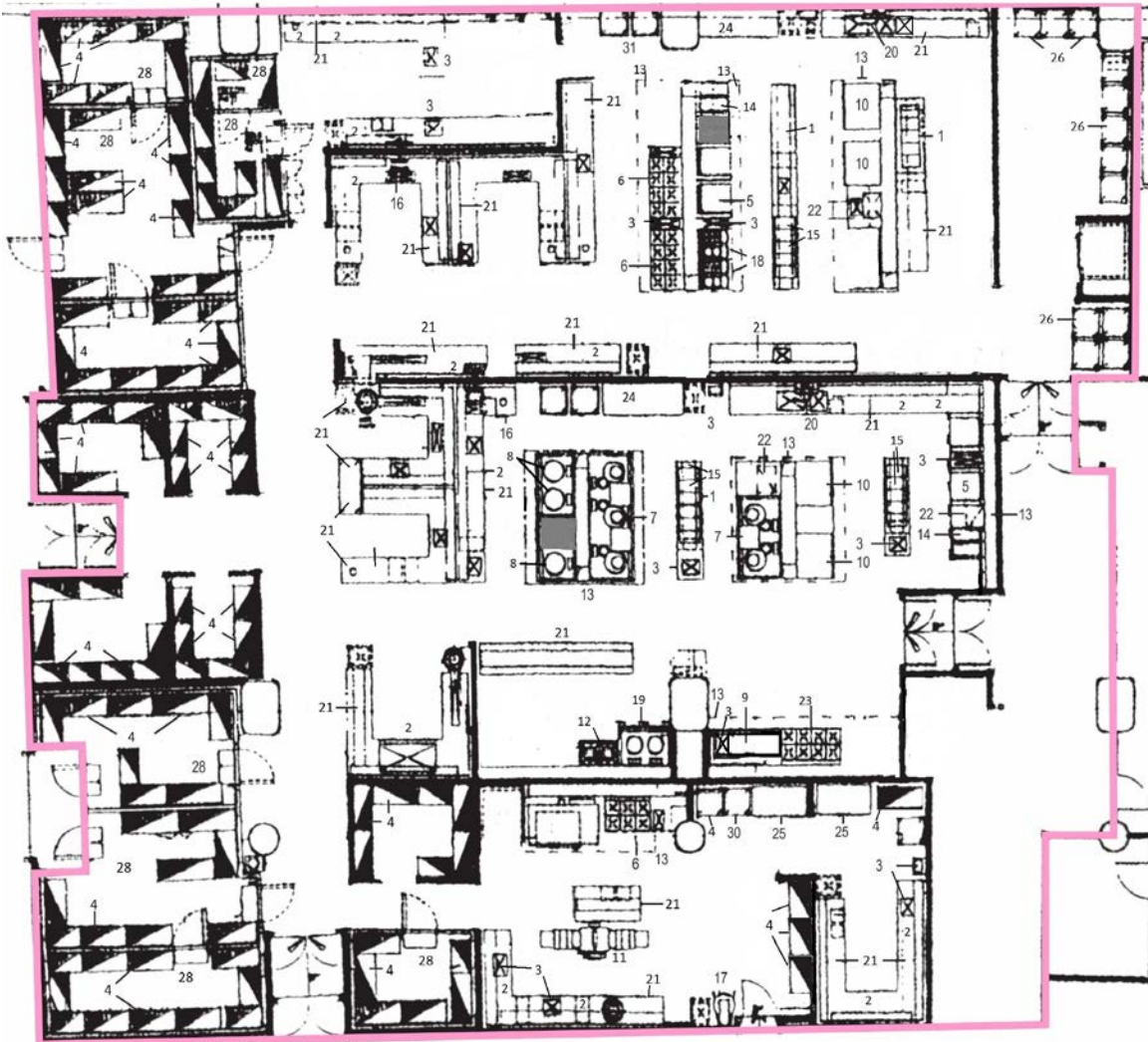
**Remarks:**

The above equipments are for reference only and are subject to final confirmation by the Government.

**ANNEXES**

**ANNEX E (2)**

**Layout Plan Showing the Preparation Kitchen (Licence Areas for the Catering Business as delineated and shown edged pink)**



Item	Description	Equipment No.	Qty.
1	Bain Marie Counter	PK/BMC/E/001-003, 016	4
2	Fixed Stainless Steel Shelf		16
3	Stainless Steel Washing Basin		23
4	Upright Shelf		50
5	Bratt Pan	PK/BP/G/003	1
6	Burner Range with Oven	PK/BRO/G/004-006	3
7	Chinese Cooking Range	PK/CCR/G/005-009	5
8	Chinese Steamer	PK/ChS/G/001, 003, 004	3
9	Chinese Steaming Cabinet	PK/CSC/G/001	1
10	Convention Steamer	PK/CvS/G/009-012	4
11	Dough Sheeter	PK/DS/E/001	1
12	Stock Pot Stove	PK/SPS/G/001	1
13	Exhaust Hood	PK/EH/E/013-020	8
14	Fryer with Cabinet	PK/FWC/G/009, 010	2
15	Heated Shelf	PK/HS/E/003-008	6
16	Hot Water Boiler	PK/HWB/E/014-015	2
17	Mixer	PK/Mix/E/001	1
18	Pasta Cooker	PK/PC/G/001-002	2
19	Noodle Boiling Kettle	PK/NBK/G/007-008	2
20	Pot Scrubber	PK/PS/E/003-004	2
21	Stainless Steel Table		19
22	Salamander	PK/S/G/006-008	3
23	Burner Range	PK/BRO/G/007	1
24	Refrigerator	PK/UR/R/006, PK/UR6/R/002	2
25	Upright Refrigerator	PK/UR4/R/002-003	2
26	Upright Trolley Cabinet	HKS/MTC/001-017	17
27	Mobile Upright Trolley	HKS/UT/001-036	36
28	Walk-in Cold Room	PK/WCR/R/013-021	9

**Remarks:**

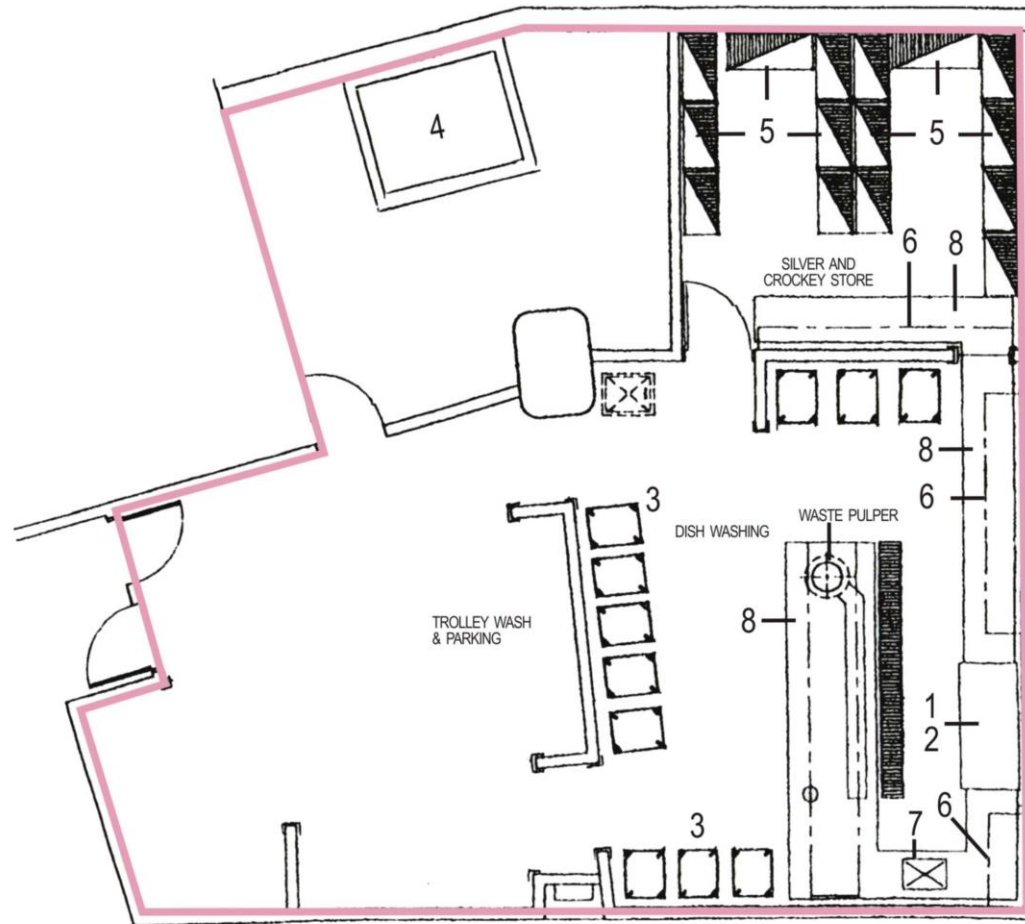
The above equipments are for reference only and are subject to final confirmation by the Government.

Maximum Electricity Loading is 630 Amp. Three-Phase Area: Approx. 643m<sup>2</sup>

**ANNEXES**

**ANNEX E (3)**

**Layout Plan Showing the Dishwashing Room East**  
**(Licence Areas for the Catering Business as delineated and shown edged pink)**



Item	Description	Equipment No.	Qty.
1	Booster Heater	DE/BH/E/002	1
2	Dishwasher	DE/DW/E/002	1
3	Upright Trolley	HKS/UT/060-071	12
4	Walk-in Cold Room	DE/WCR/R/040	1
5	Upright Shelf		15
6	Fixed Stainless Steel Shelf		2
7	Stainless Steel Washing Basin		1
8	Stainless Steel Table		2

**Remarks:**

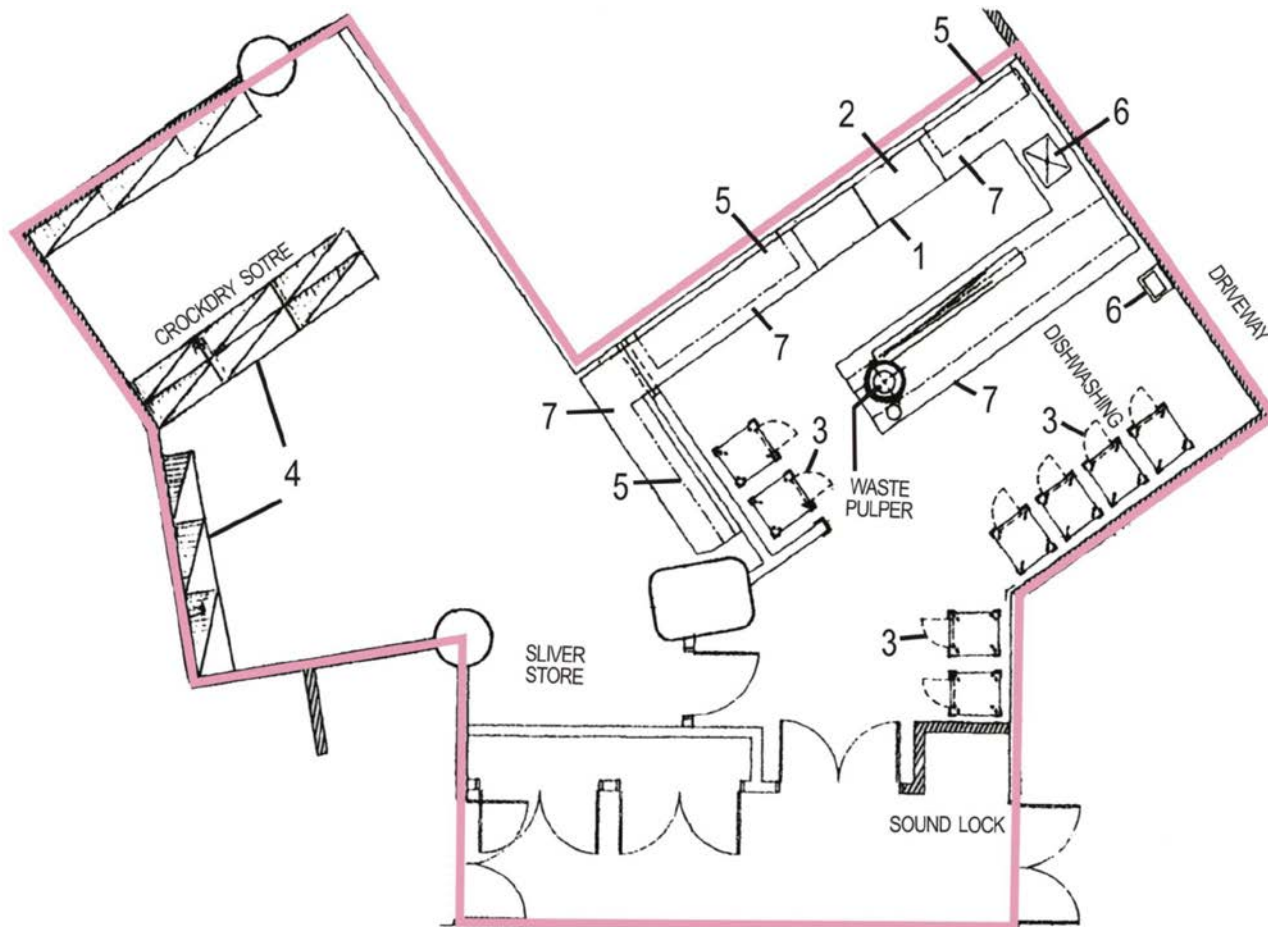
The above equipments are for reference only and are subject to final confirmation by the Government.

Maximum Electricity Loading is 125 Amp. Three-Phase      Area: Approx. 119 m<sup>2</sup>

**ANNEXES**

**ANNEX E (4)**

**Layout Plan Showing the Dishwashing Room West  
(Licence Areas for the Catering Business as delineated and shown edged pink)**



Item	Description	Equipment No.	Qty.
1	Booster Heater	DW/BH/E/001	1
2	Dishwasher	DW/DW/E/001	1
3	Upright Trolley	HKS/UT/037-059	23
4	Upright Shelf		30
5	Fixed Stainless Steel Shelf		3
6	Stainless Steel Washing Basin		2
7	Stainless Steel Table		2

**Remarks:**

The above equipments are for reference only and are subject to final confirmation by the Government.

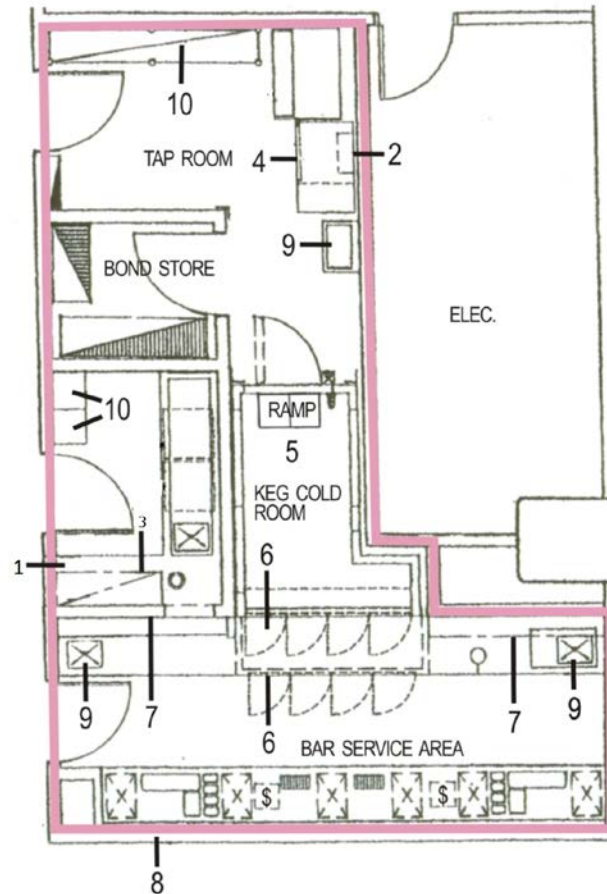
Maximum Electricity Loading is 125 Amp. Three-Phase      Area: Approx. 132 m<sup>2</sup>



**ANNEXES**

**ANNEX E (5)**

**Layout Plan Showing the East Bar No. 1 on Suite Level**  
**(Licence Areas for the Catering Business as delineated and shown edged pink)**



Item	Description	Equipment No.	Qty.
1	Stainless Steel Table		1
2	Hot Water Heater	SKE/HWH/E/005	1
3	Fixed Stainless Steel Shelf		1
4	Ice Storage Freezer	SKE/ISF/R/004	1
5	Walk-in Cold Room	SKE/WCR/R/023	1
6	Work Top Refrigerator	SKE/WT/R/001-002	2
7	Glass Shelf		2
8	Bar Counter		1
9	Stainless Steel Washing Basin		4
10	Upright Shelf		2

**Remarks:**

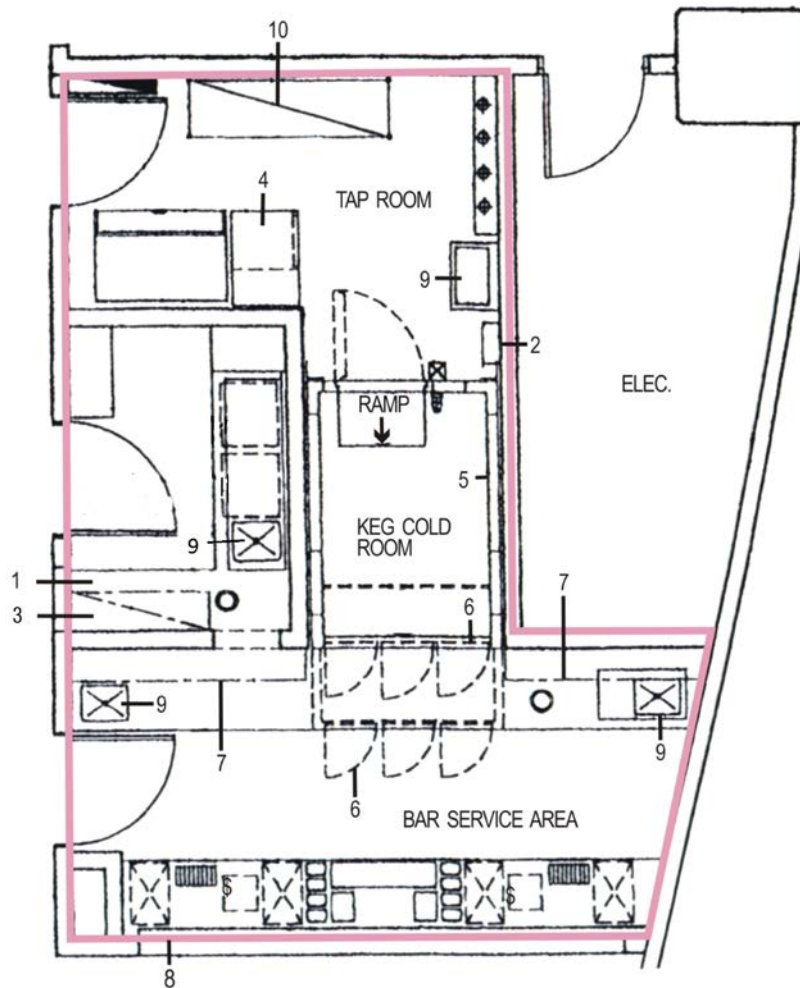
The above equipments are for reference only and are subject to final confirmation by the Government.

Maximum Electricity Loading is 32 Amp. Three-Phase      Area: Approx. 39 m<sup>2</sup>

**ANNEXES**

**ANNEX E (6)**

**Layout Plan Showing the East Bar No. 2 on Suite Level**  
**(Licence Areas for the Catering Business as delineated and shown edged pink)**



Item	Description(Bar No. 2)	Equipment No.	Qty.
1	Stainless Steel Table		1
2	Hot Water Heater	SKE/HWH/E/004	1
3	Fixed Stainless Steel Shelf		1
4	Ice Storage Freezer	SKE/ISF/R/005	1
5	Walk-in Cold Room	SKE/WCR/R/025	1
6	Work Top Refrigerator	SKE/WT/R/003-004	2
7	Glass Shelf		2
8	Bar Counter		1
9	Stainless Steel Washing Basin		4
10	Upright Shelf		1

**Remarks:**

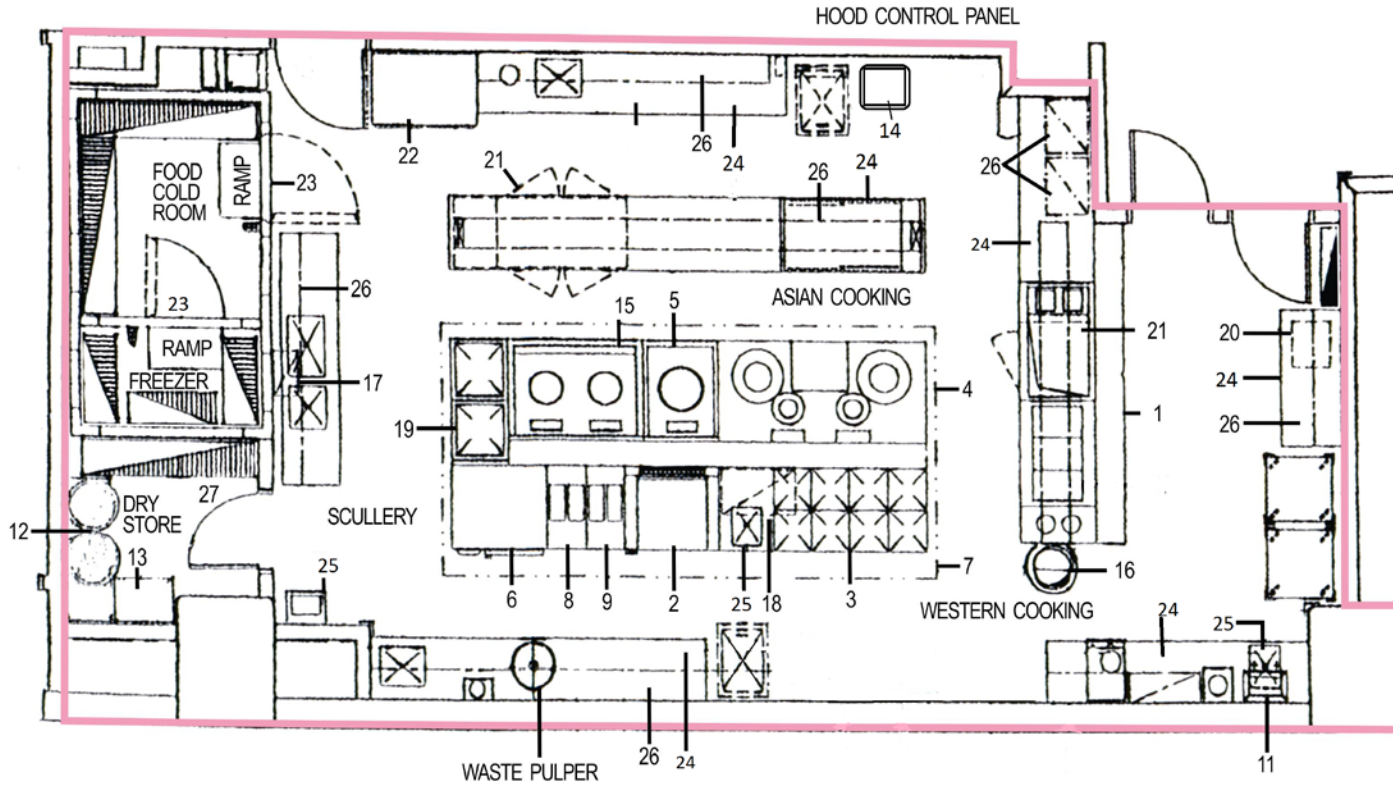
The above equipments are for reference only and are subject to final confirmation by the Government.

Maximum Electricity Loading is 32 Amp. Three-Phase      Area: Approx. 31 m<sup>2</sup>

**ANNEXES**

**ANNEX E (7)**

**Layout Plan Showing the Satellite Kitchen East on Suite Level**  
**(Licence Areas for the Catering Business as delineated and shown edged pink)**



Item	Description	Equipment No.	Qty.
1	Bain Marie Counter	SKE/BMC/E./021	1
2	Bratt Pan	SKE/BP/G/001	1
3	Burner Range with Oven	SKE/BRO/G/002	1
4	Chinese Cooking Range	SKE/CCR/G/001-002	2
5	Chinese Steamer	SKE/ChS/G/006	1
6	Convection Steamer	SKE/CvS/G/007	1
7	Exhaust Hood	SKE/EH/E/022	1
8	Fryer with Carbinet	SKE/FWC/G/006	1
9	Fryer with Carbinet	SKE/FWC/E/004	1
10	Heated Shelf	SKE/HS/E/001	1
11	Hot Water Boiler	SKE/HWB/E/017	1
12	Hot Water Heater	SKE/HWH1/G/001-002	2
13	Hot Water Heater	SKE/HWH/G/004	1
14	Mobile Heated Trolley	SKE/MHT/010	1
15	Noodle Boiling Kettle	SKE/NBK/G/003-004	2
16	Plate Warmer	SKE/PW/E/001	1
17	Pot Scrubber	SKE/PS/E/002	1
18	Salamander	SKE/S/G/004	1
19	Stock Pot Store	SKE/SPS/G/004	1
20	Towel Warmer	SKE/TW1/E/001	1
21	Undercounted Refrigerator	SKE/UR/R/009-010	2
22	Upright Refrigerator	SKE/UR4/R/005	1
23	Walk-in Cold Room	SKE/WCR/R/024 & 036	2
24	Stainless Steel Table		6
25	Stainless Steel Washing Basin		6
26	Fixed Stainless Steel Shelf		5
27	Upright Shelf		2

**Remarks:**

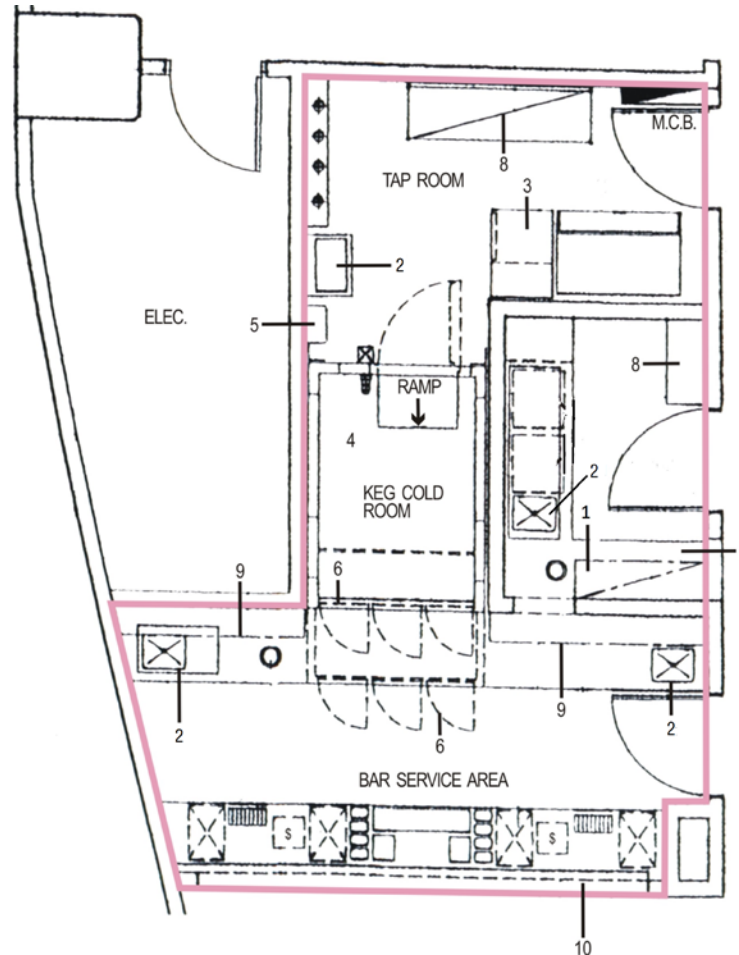
The above equipments are for reference only and are subject to final confirmation by the Government.

Maximum Electricity Loading is 400 Amp. Three-Phase      Area: Approx. 83 m<sup>2</sup>

**ANNEXES**

**ANNEX E (8)**

**Layout Plan Showing the West Bar No. 3 on Suite Level**  
**(Licence Areas for the Catering Business as delineated and shown edged pink)**



Item	Description(Bar 3)	Equipment No.	Qty.
1	Fixed Stainless Steel Shelf		1
2	Stainless Steel Washing Basin		4
3	Ice Storage Freezer	SKW/ISF/R/017	1
4	Walk-in Cold Room	SKW/WCR/R/039	1
5	Hot Water Heater	SKW/HWH/E/007	1
6	Work Top Refrigerator	SKW/WT/R/007-008	2
7	Stainless Steel Table		1
8	Upright Shelf		2
9	Glass Shelf		2
10	Bar Counter		1

**Remarks:**

The above equipments are for reference only and are subject to final confirmation by the Government.

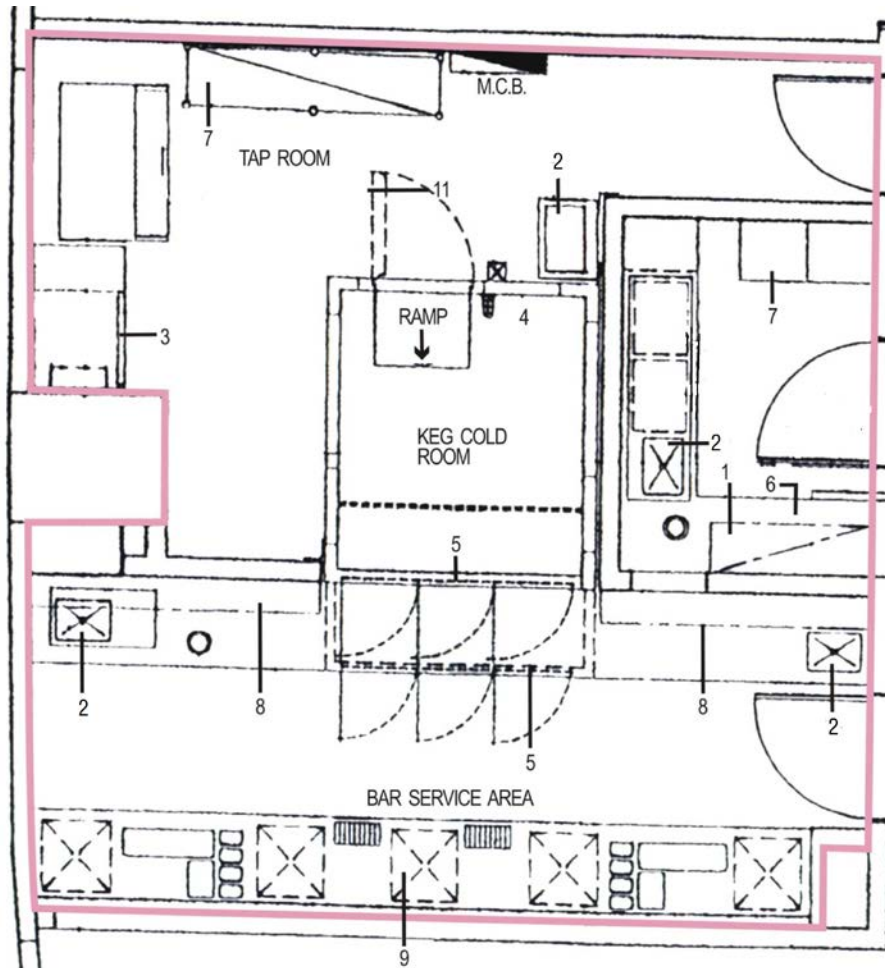
*Maximum Electricity Loading is 32 Amp. Three-Phase      Area: Approx.31 m<sup>2</sup>*



**ANNEXES**

**ANNEX E (9)**

**Layout Plan Showing the West Bar No. 4 on Suite Level**  
**(Licence Areas for the Catering Business as delineated and shown edged pink)**



Item	Description(Bar 4)	Equipment No.	Qty.
1	Fixed Stainless Steel Shelf		1
2	Stainless Steel Washing Basin		4
3	Ice Storage Freezer	SKW/ISF/R/016	1
4	Walk-in Cold Room	SKW/WCR/R/038	1
5	Work Top Refrigerator	SKW/WT/R/005-006	2
6	Stainless Steel Table		1
7	Upright Shelf		2
8	Glass Shelf		2
9	Bar Counter		1

Remarks:

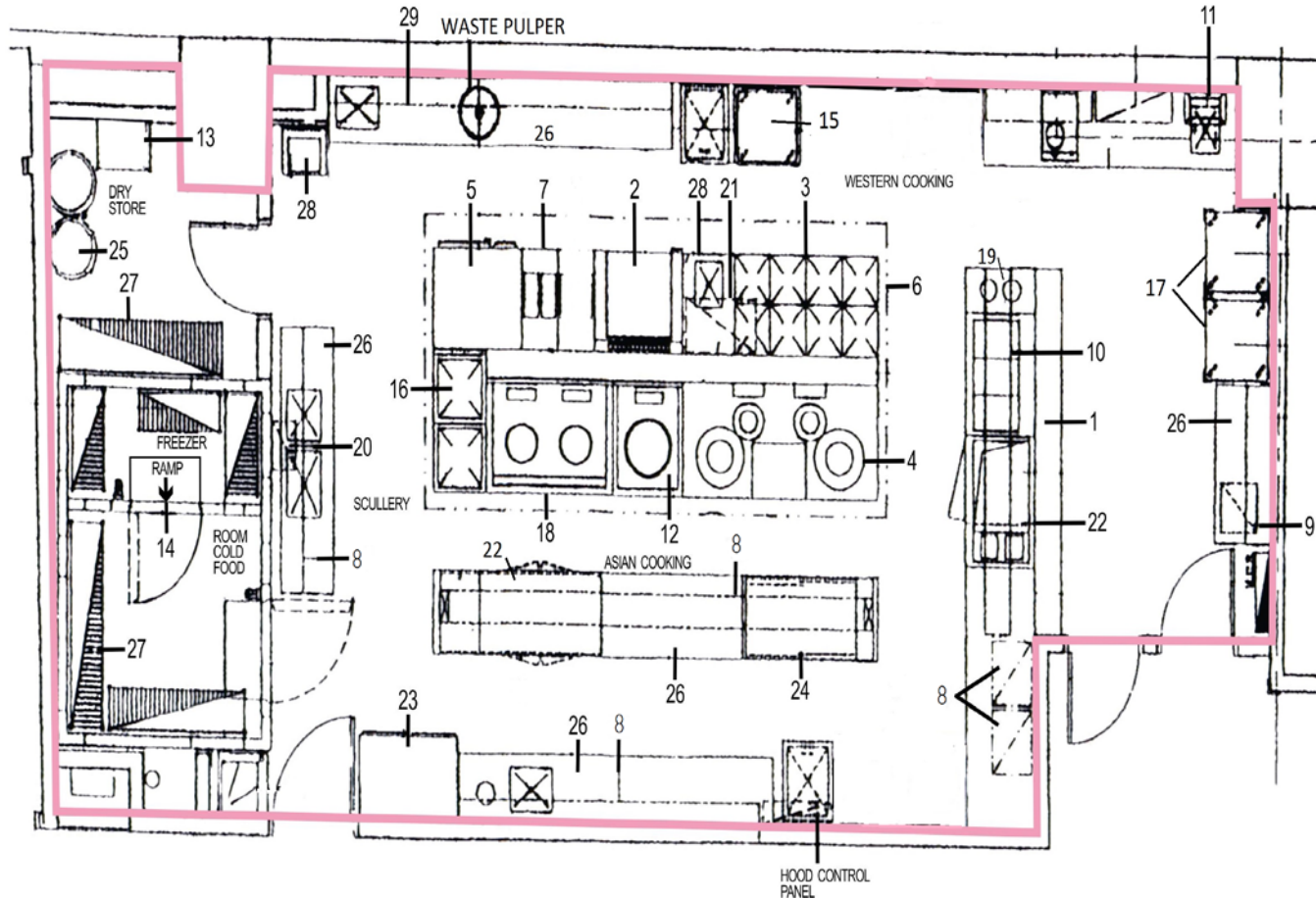
The above equipments are for reference only and are subject to final confirmation by the Government.

Maximum Electricity Loading is 32 Amp. Three-Phase      Area: Approx. 41 m<sup>2</sup>

**ANNEXES**

**ANNEX E (10)**

**Layout Plan Showing the Satellite Kitchen West on Suite Level**  
**(Licence Areas for the Catering Business as delineated and shown edged pink)**



Item	Description	Equipment No.	Qty.
1	Bain Marie Counter	SKW/BMC/E/020	1
2	Bratt Pan	SKW/BP/G/002	1
3	Burner Range with Oven	SKW/BRO/G/003	1
4	Chinese Cooking Range	SKW/CCR/G/003-004	2
5	Convection Steamer	SKW/CvS/G/008	1
6	Exhaust Hood	SKW/EH/E/021	1
7	Fryer with Cabinet	SKW/FWC/G007	1
8	Fixed Stainless Steel Shelf		4
9	Towel Warmer	SKW/TW1/E/002	1
10	Heated Shelf	SKW/HS/E/002	1
11	Hot Water Boiler	SKW/WHB/E/016	1
12	Chinese Steamer	SKW/ChS/G/005	1
13	Hot Water Heater	SKW/HWH/G/005	1
14	Walk-in Cold Room	SKW/WCR/R/022 & 037	2
15	Mobile Refrigerator Trolley	SKE/MRT/R/004	1
16	Stove Pot Stove	SKW/SPS/G/005	1
17	Mobile Heated Trolley	SKW/MHT/E/011-012	2
18	Noodle Boiling Kettle	SKW/NBK/G/005-006	2
19	Plate Warmer	SKW/PW/E/002	1
20	Pot Scrubber	SKW/PS/E/001	1
21	Salamander	SKW/S/G/005	1
22	Undercounter Refrigerator	SKW/UR/R/007-008	2
23	Upright Refrigerator	SKW/UR4/R/004	1
24	Heated Cabinet	SKW/HC/E/019	1
25	Hot Water Heater	SKW/HWH1/G/003-004	2
26	Stainless Steel Table		4
27	Upright Shelf		4
28	Stainless Steel Washing Basin		6

**Remarks:**

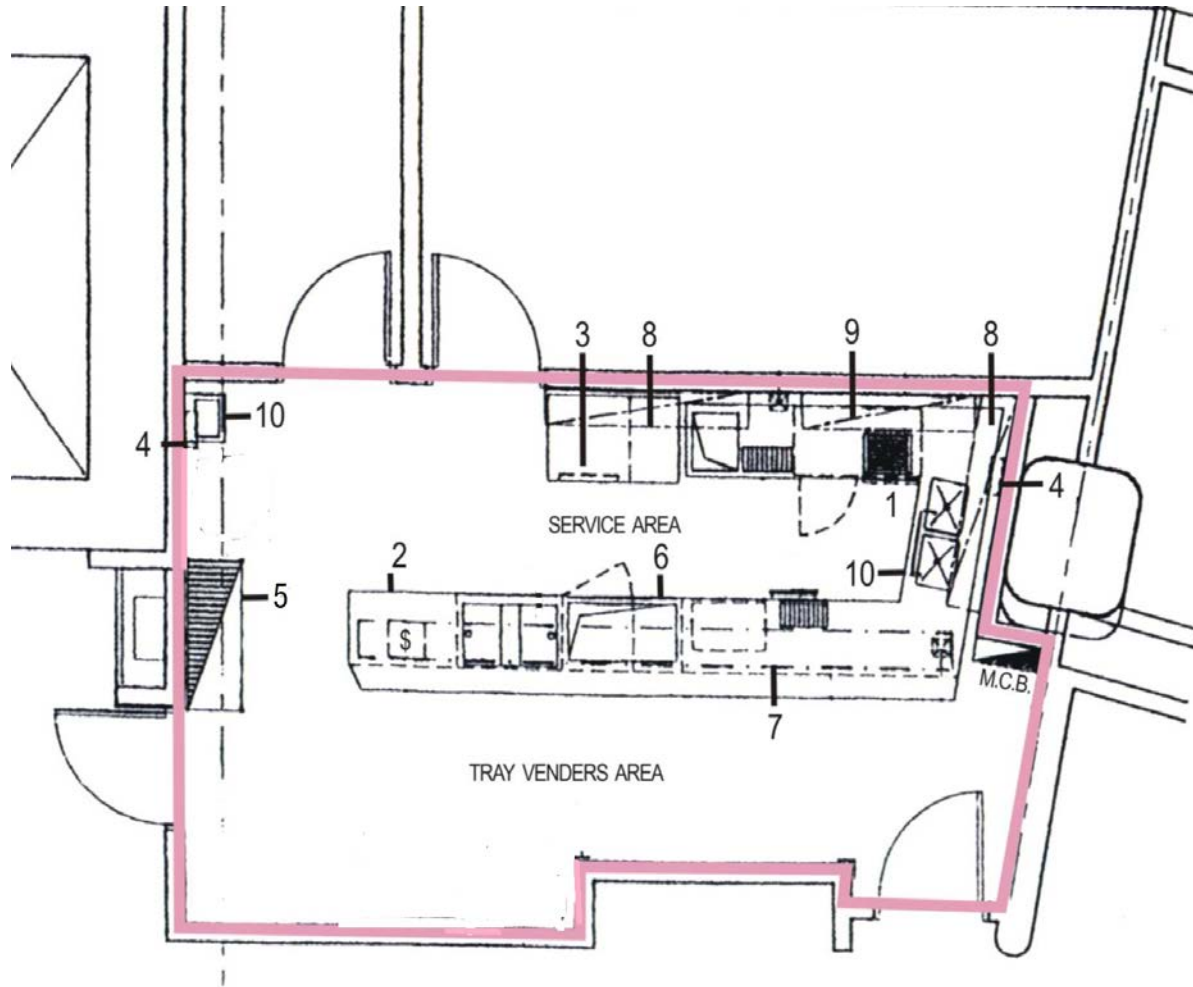
The above equipments are for reference only and are subject to final confirmation by the Government.

Maximum Electricity Loading is 400 Amp. Three-Phase      Area: Approx. 83 m<sup>2</sup>

**ANNEXES**

**ANNEX E (11)**

**Layout Plan Showing the Vending Station No. 3  
(Licence Areas for the Catering Business as delineated and shown edged pink)**



Item	Description	Equipment No.	Qty
1	Heater Cabinet	C3/HC/E/001	1
2	Stainless Steel Table		1
3	Ice Storage Freezer	C3/ISF/R001	1
4	Instantaneous Water Heater	C3/IWH/E/001 & 020	2
5	Upright Shelf		1
6	Undercounter Refrigerator	C3/UR1/R/001	1
7	Stainless Steel Shelf from Ceiling		1
8	Fixed Stainless Steel Shelf		2
9	Stainless Steel Cabinet		1
10	Stainless Steel Washing Basin		3

**Remarks:**

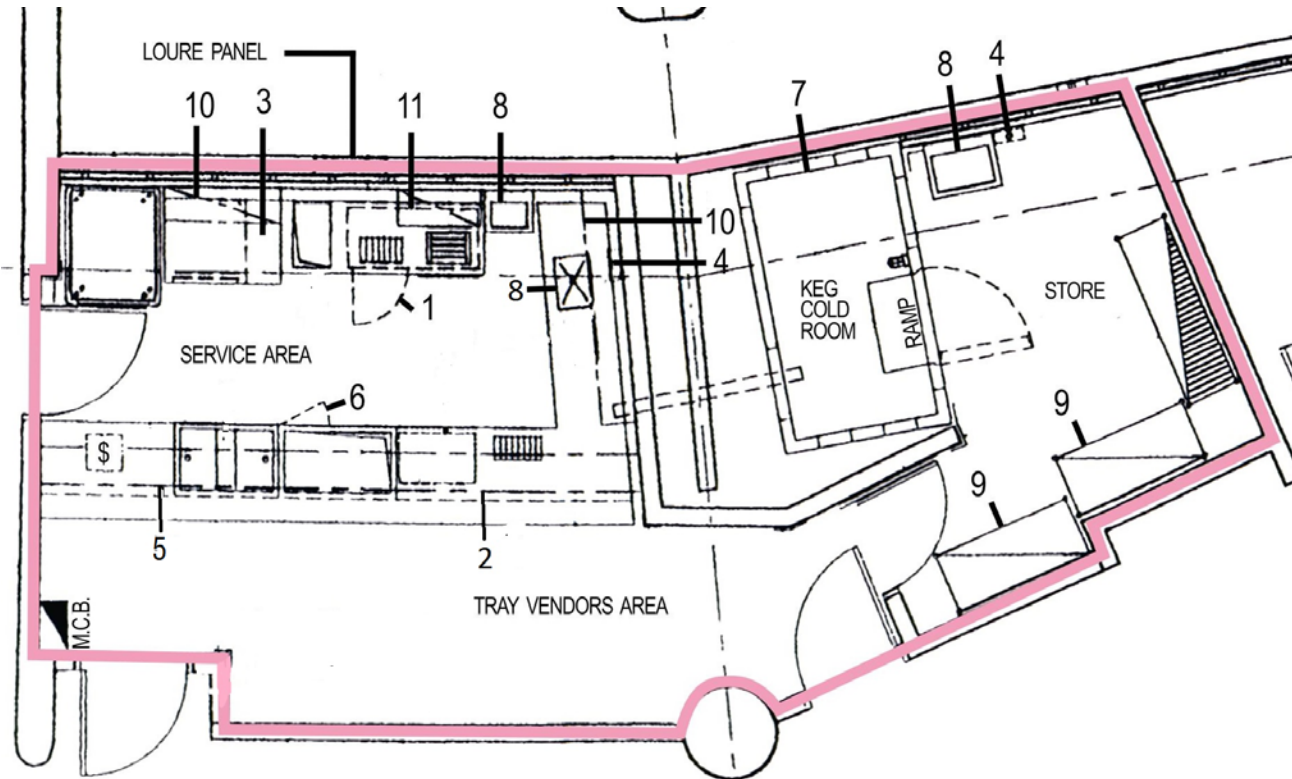
The above equipments are for reference only and are subject to final confirmation by the Government.

Maximum Electricity Loading is 32 Amp. Three Phase      Area: Approx. 27 m<sup>2</sup>

**ANNEXES**

**ANNEX E (12)**

**Layout Plan Showing the Vending Station No. 10  
(Licence Areas for the Catering Business as delineated and shown edged pink)**



Item	Description	Equipment No.	Qty.
1	Heated Cabinet	C10/HC/E/005	1
2	Stainless Steel Table		1
3	Ice Storage Freezer	C10/ISF/R/007	1
4	Instantaneous Water Heater	C10/TWH/E/014-015	2
5	Stainless Steel Shelf from Ceiling		1
6	Undercounter Refrigerator	C10/UR/E/014	1
7	Walk-in Cold Room	C10/WCR/R/027	1
8	Stainless Steel Washing Basin		3
9	Upright Shelf		2
10	Fixed Stainless Steel Shelf		2
11	Stainless Steel Cabinet		1

**Remarks:**

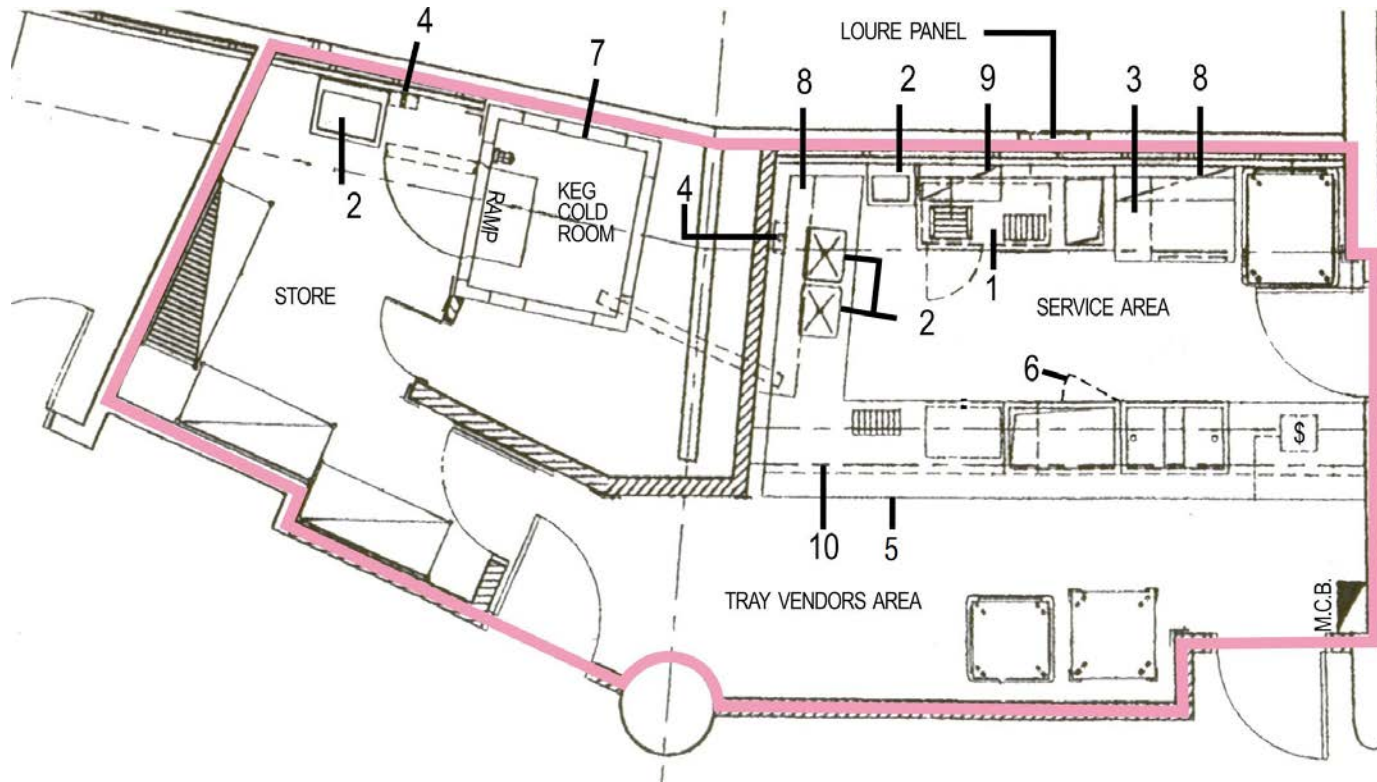
The above equipments are for reference only and are subject to final confirmation by the Government.

Maximum Electricity Loading is 100 Amp. Three-Phase      Area: Approx. 39 m<sup>2</sup>



**ANNEXES**  
**ANNEX E (13)**

**Layout Plan Showing the Vending Station No. 13**  
**(Licence Areas for the Catering Business as delineated and shown edged pink)**



Item	Description	Equipment No.	Qty.
1	Heated Carbinet	C13/HC/E/020	1
2	Stainless Steel Washing Basin		3
3	Ice Storage Freezer	C13/ISF/R/008	1
4	Instantaneous Water Heater	C13/IWH/E/016-017	2
5	Stainless Steel Table		1
6	Undercounter Refrigerator	C13/UR/R/015	1
7	Walk-in Cold Room	C13/WCR/R/028	1
8	Fixed Stainless Steel Shelf		2
9	Stainless Steel Cabinet		1
10	Stainless Steel Shelf from Ceiling		1

**Remarks:**

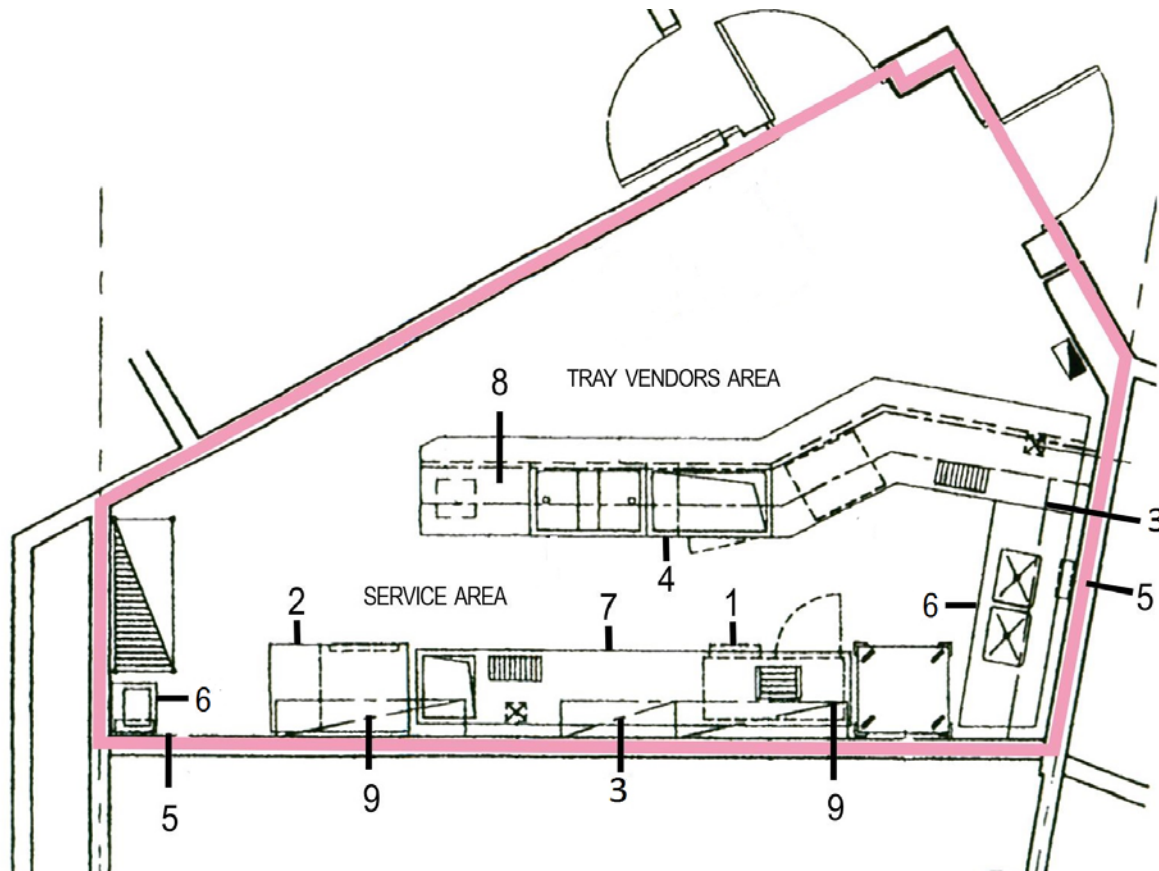
The above equipments are for reference only and are subject to final confirmation by the Government.

*Maximum Electricity Loading is 100 Amp. Three-Phase      Area: Approx. 39 m<sup>2</sup>*

**ANNEXES**

**ANNEX E (14)**

**Layout Plan Showing the Vending Station No. 21**  
**(Licence Areas for the Catering Business as delineated and shown edged pink)**



Item	Description	Equipment No.	Qty.
1	Heated Cabinet	C21/HC/E/023	1
2	Ice Storage Freezer	C21/ISF/R/019	1
3	Fixed Stainless Steel Shelf		2
4	Undercounted Refrigerator	C21/UR/R/025	1
5	Instantaneous Water Heater	C21/HWH/E/021-022	2
6	Stainless Steel Washing Basin		3
7	Stainless Steel Table		1
8	Stainless Steel Shelf from Ceiling		1
9	Stainless Steel Cabinet		2

**Remarks:**

The above equipments are for reference only and are subject to final confirmation by the Government.

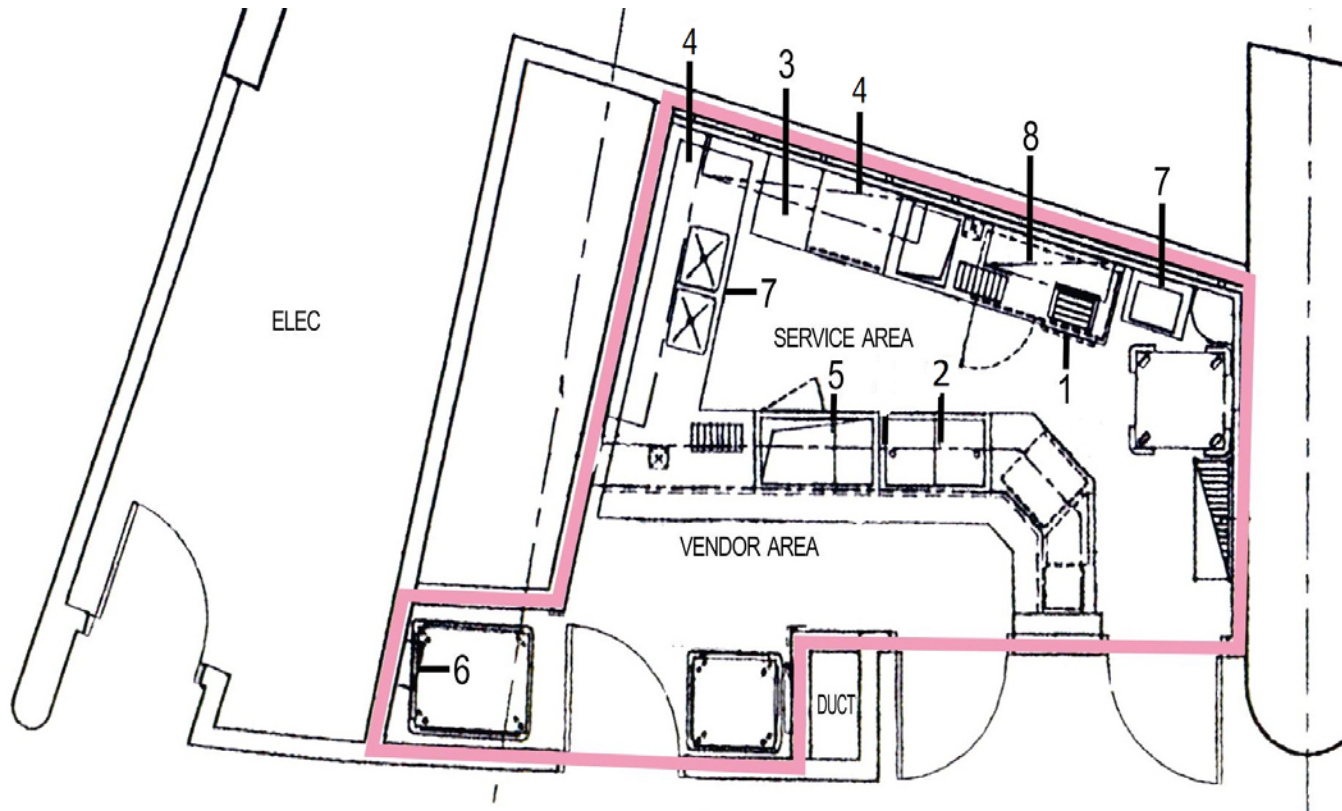
*Maximum Electricity Loading is 100 Amp. Three Phase      Area: Approx. 28 m<sup>2</sup>*

**ANNEXES**

**ANNEX E (15)**

**Layout Plan Showing the Vending Station No. 22**

**(Licence Areas for the Catering Business as delineated and shown edged pink)**



Item	Description	Equipment No.	Qty.
1	Heated Cabinet	C22/HB/E/010	1
2	Stainless Steel Shelf from Ceiling		1
3	Ice Storage Freezer	C22/ISF/R/011	1
4	Fixed Stainless Steel Shelf		2
5	Undercounted Refrigerator	C22/UR/R/020	1
6	Hot Water Heater	C22/HWH/E/008	1
7	Stainless Steel Washing Basin		3
8	Stainless Steel Cabinet		1

**Remarks:**

The above equipments are for reference only and are subject to final confirmation by the Government.

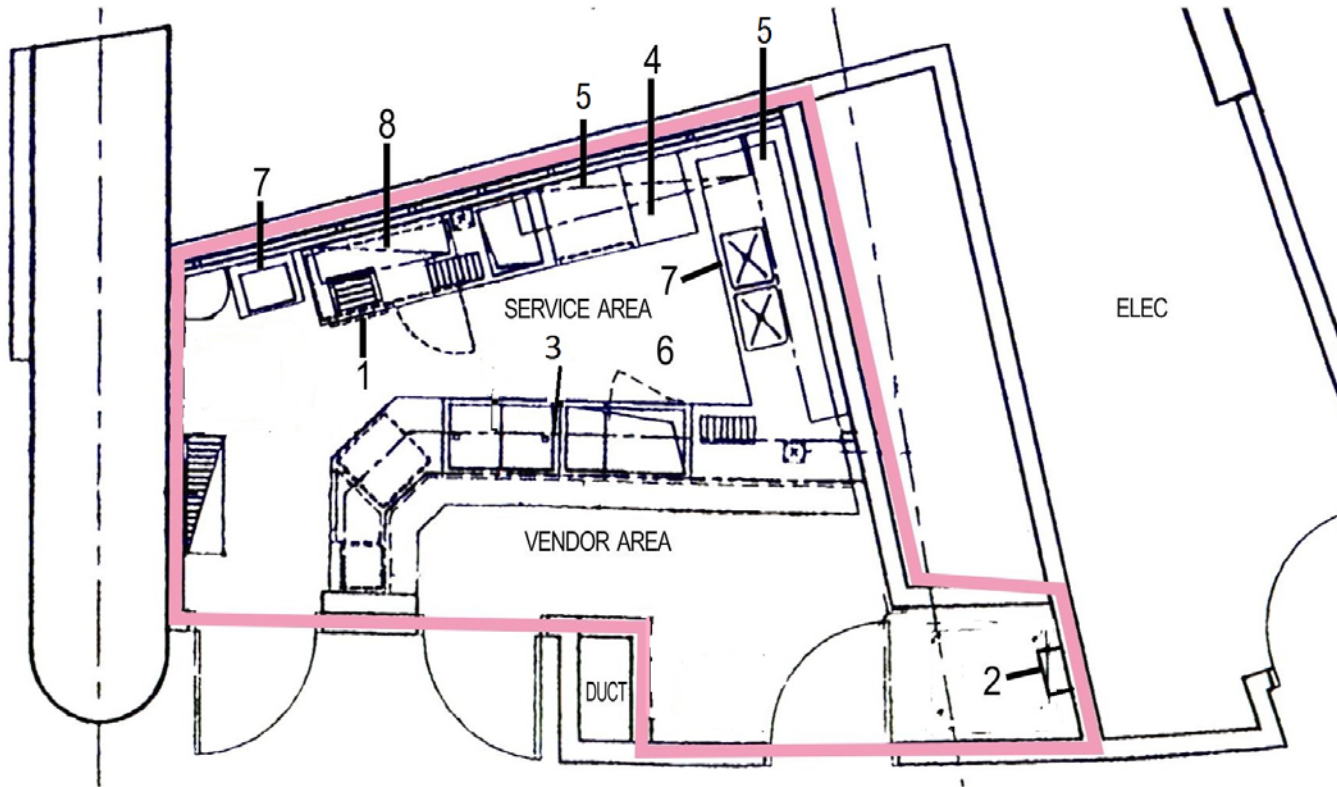
Maximum Electricity Loading is 32 Amp. Three-Phase Area: Approx. 20 m<sup>2</sup>

**ANNEXES**

**ANNEX E (16)**

**Layout Plan Showing the Vending Station No. 28**

**(Licence Areas for the Catering Business as delineated and shown edged pink)**



Item	Description	Equipment No.	Qty.
1	Heated Cabinet	C28/HC/E/016	1
2	Hot Water Heater	C28/HWH/E/001	1
3	Stainless Steel Shelf from Ceiling		1
4	Ice Storage Freezer	C28/ISF/R/014	1
5	Fixed Stainless Steel Shelf		2
6	Undercounter Refrigerator	C28/UR/R/024	1
7	Stainless Steel Washing Basin		3
8	Stainless Steel Cabinet		1

**Remarks:**

The above equipments are for reference only and are subject to final confirmation by the Government.

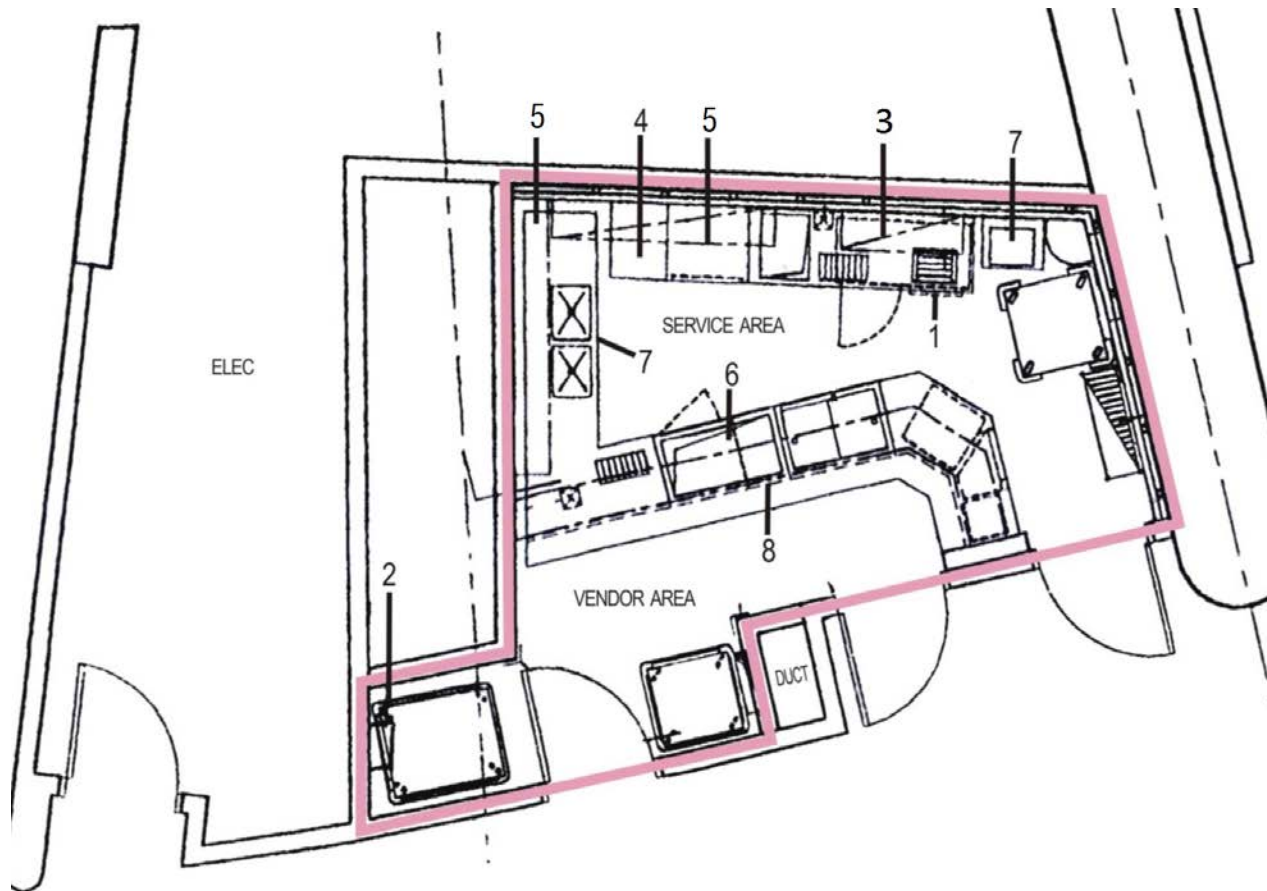
Maximum Electricity Loading is 32 Amp. Three-Phase      Area: Approx. 18 m<sup>2</sup>



**ANNEXES**

**ANNEX E (17)**

**Layout Plan Showing the Vending Station No. 29  
(Licence Areas for the Catering Business as delineated and shown edged pink)**



Item	Description	Equipment No.	Qty.
1	Heated Cabinet	C29/HC/E/017	1
2	Hot Water Heater	C29/HWH/E/002	1
3	Stainless Steel Cabinet		1
4	Ice Storage Freezer	C29/ISF/R/010	1
5	Fixed Stainless Steel Shelf		2
6	Undercounter Refrigerator	C29/UR/R/019	1
7	Stainless Steel Washing Basin		3
8	Stainless Steel Shelf from Ceiling		1

**Remarks:**

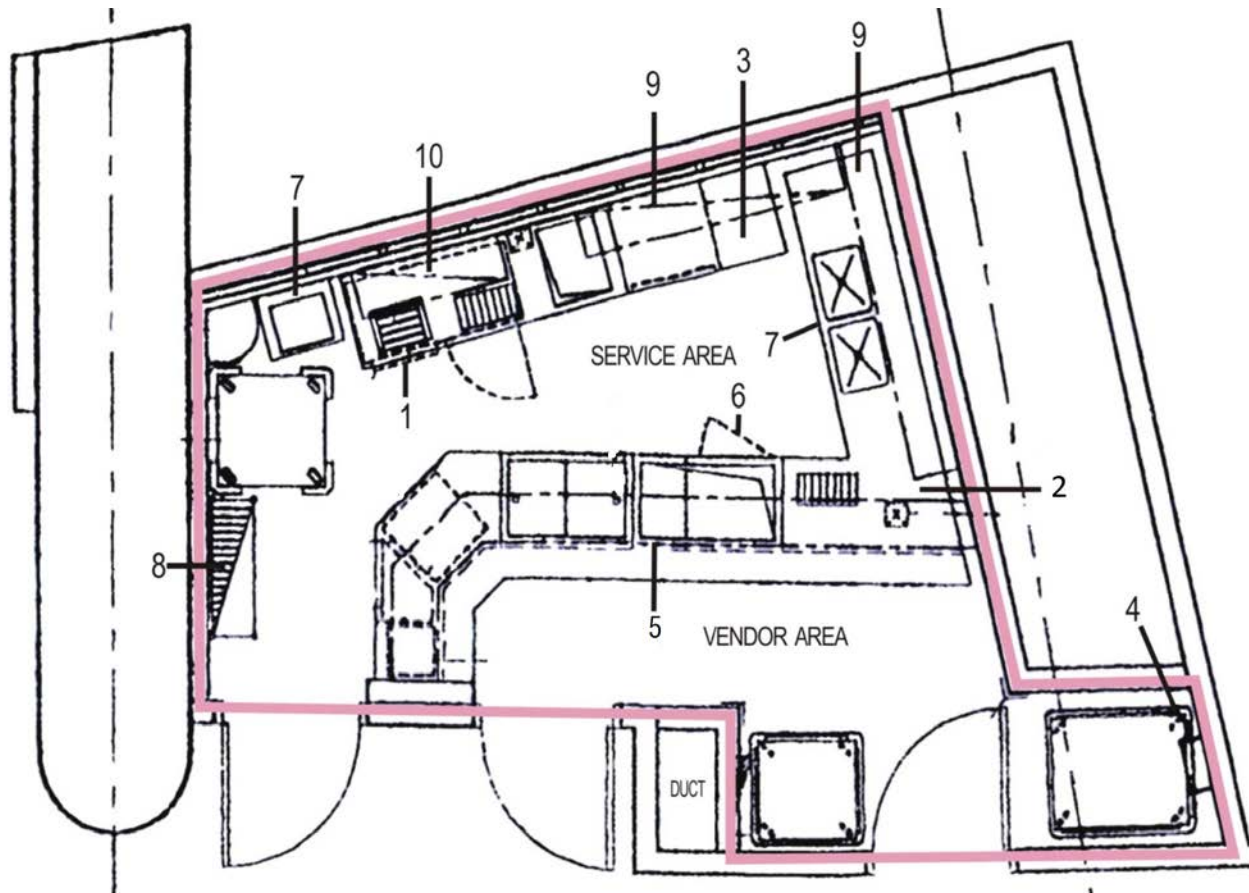
The above equipments are for reference only and are subject to final confirmation by the Government.

Maximum Electricity Loading is 32 Amp. Three-Phase      Area: Approx. 18 m<sup>2</sup>

**ANNEXES**

**ANNEX E (18)**

**Layout Plan Showing the Vending Station No. 35**  
**(Licence Areas for the Catering Business as delineated and shown edged pink)**



Item	Description	Equipment No.	Qty.
1	Heated Cabinet	C35/HC/E/011	1
2	Stainless Steel Table		1
3	Ice Storage Freezer	C35/ISF/R/009	1
4	Hot Water Heater	C35/HWH/E/009	1
5	Stainless Steel Shelf from Ceiling		1
6	Undercounter Refrigerator	C35/UR/R/018	1
7	Stainless Steel Washing Basin		3
8	Upright Shelf		1
9	Fixed Stainless Steel Shelf		2
10	Stainless Steel Cabinet		1

**Remarks:**

The above equipments are for reference only and are subject to final confirmation by the Government.

Maximum Electricity Loading is 32 Amp. Three-Phase      Area: Approx. 20 m<sup>2</sup>