

QUOTATION NOTICE

INVITATION TO QUOTATION FOR A TENANCY RELATING TO SHOP NO. 9 AT THE RESTRICTED AREA ON DECK 3, OUTER PIER OF HONG KONG-MACAO FERRY TERMINAL, SHEUNG WAN, HONG KONG (Quotation Reference No.: MFT2009)

Quotations are invited for a tenancy relating to Shop No. 9 at the Restricted Area on Deck 3, Outer Pier of Hong Kong-Macao Ferry Terminal, Sheung Wan, Hong Kong (hereinafter referred to as “the Terminal”) having a total floor area of 13.17 square metres or thereabouts (hereinafter referred to as “the Premises”) which is for identification purpose only shown coloured pink on the plan (Plan No. MFT2009) annexed to the form of Tenancy Agreement annexed hereto (hereinafter referred to as “the Form of Tenancy Agreement”) for a term of three (3) years commencing on a date to be specified by the Senior Marine Officer/Ferry Terminals, Marine Department for retail and/or provision of services at the Premises as may be approved by the Landlord under Special Condition No. (46) of the Third Schedule to the Form of Tenancy Agreement and on such terms and conditions as set out in the Tenancy Agreement referred to in paragraph 11 of this Quotation Notice.

2. **The Government of the Hong Kong Special Administrative Region of the People’s Republic of China (hereinafter referred to as “the Government”) does not bind itself to accept the highest quotation or any quotation submitted. The Government reserves the right to negotiate with any bidder about the terms and conditions of the offer including the fixed monthly rental (exclusive of management fees, air-conditioning charges, electricity charges, utility services charges, rates, taxes, assessments, duties, charges and any other outgoings whatsoever) offered by the bidder in paragraph 1 of the Form of Quotation annexed hereto. The Government will consider the past or current performance of the bidders as tenants or licensees of the Government both in examining any quotation submitted and in deciding whether or not to award the quotation. The decision of the Government on whether or not to award the quotation shall be final.**

3. Bidders **MUST** state in the Form of Quotation annexed hereto the **FIXED** monthly rental (exclusive of management fees, air-conditioning charges, electricity charges, utility services charges, rates, taxes, assessments, duties, charges and any other outgoings whatsoever) they are prepared to offer to the Government for the tenancy of the Premises. **Any quotation submitted which is not in conformity with the requirement set out in this paragraph will not be considered by the Government.**

4. A quotation **must** be:

(a) made in **DUPLICATE** the Form of Quotation annexed hereto; and

- (b) enclosed in a sealed envelope addressed to **“The Chairman, Quotation Opening Committee, Government Dockyard, Marine Department”** and clearly marked: **“Quotation for a Tenancy Relating to Shop No. 9 at the Restricted Area on Deck 3, Outer Pier of Hong Kong-Macao Ferry Terminal, Sheung Wan, Hong Kong (Quotation Reference No.: MFT2009)”** on the outside of the envelope.

Any quotation submitted which is not in conformity with the requirements set out in this paragraph 4 will not be considered by the Government.

5. (a) A quotation **MUST** be deposited in the **Marine Department Quotation Box situated at Ground Floor, Block K, Government Dockyard, Stonecutters Island, Ngong Shung Road, Sham Shui Po, Kowloon, Hong Kong (“the Specified Quotation Box”)** before 11:00 a.m. (Hong Kong time) on the **21st day of May 2026 (hereinafter referred to as “the Quotation Closing Date”)**. In case a tropical cyclone warning signal No. 8 or above is hoisted, or a black rainstorm warning signal or “extreme conditions” announced by the Government is/are in force at any time between 9:00 a.m. and 11:00 a.m. (Hong Kong time) on the **Quotation Closing Date**, the **Quotation Closing Date** will be postponed to 11:00 a.m. (Hong Kong time) on the following working day (a working day means a day in a calendar year but excluding Saturdays and general holidays within the meaning of the General Holidays Ordinance (Cap. 149)) on which no tropical cyclone warning signal No. 8 or above is hoisted and no black rainstorm warning signal and “extreme conditions” announced by the Government is/are in force for any duration between 9:00 a.m. and 11:00 a.m. (Hong Kong time).

In case of blockage of the public access to the location of the Specified Quotation Box at any time between 9:00 a.m. and 11:00 a.m. (Hong Kong time) on the **Quotation Closing Date**, the Government will announce extension of the Quotation Closing Date until further notice. In such case, the Government will announce the extended quotation closing date as soon as practicable after the removal of the blockage. The above announcements will be made via press releases on the website of the Information Services Department (<https://www.info.gov.hk/gia/general/today.htm>).

- (b) Late quotations and quotations not deposited in the Specified Quotation Box will not be considered by the Government.

- (c) The Form of Quotation referred to in paragraph 3 of the Quotation Notice must be duly signed or executed by the bidder. **Any quotation submitted which is not in conformity with the requirement set out in this paragraph 5(c) will not be considered by the Government.**
- (d) Save and except the insertion of the requisite information and particulars at the spaces as indicated in the Form of Quotation, there shall be no insertion, deletion or alteration of or to any terms or conditions in this Quotation Notice or in the Form of Quotation or in the Form of Tenancy Agreement. The Government may not consider or assess any quotations submitted which did not comply with the requirement contained in this paragraph 5(d) or any quotations submitted with any insertion, deletion or alteration of or to any terms or conditions in this Quotation Notice or in the Form of Quotation or in the Form of Tenancy Agreement.

6. All bidders should submit all the required information and documents including but not limited to the documents as referred to in paragraph 10 of this Quotation Notice before the Quotation Closing Date or such other date as the Quotation Closing Date may be postponed or extended according to paragraph 5(a) of this Quotation Notice (“the Extended Quotation Closing Date”). The Government reserves the right to request the bidder to make clarification in relation to the quotation submitted or submit the required information or document which is found missing in the quotation submitted within a stipulated period after the Quotation Closing Date or the Extended Quotation Closing Date (as the case may be). If no such request has been made by the Government or the bidder fails to make the requested clarification or submit the requested information or document within the stipulated period in the request, quotation evaluation would be conducted based on the available information and documents.

7. BIDDERS shall SUBMIT WITH THEIR QUOTATIONS **a CASHIER’S ORDER or a CHEQUE** for an amount in Hong Kong currency equivalent to **one month's rent offered** made payable to “**The Government of the Hong Kong Special Administrative Region**”. If a cashier’s order is submitted, it must be issued by a bank which shall be a bank duly licensed under section 16 of the Banking Ordinance (Cap. 155). If a cheque is submitted, **it must be certified good by the bank** (being a bank duly licensed under section 16 of the Banking Ordinance (Cap. 155)) on which it is drawn for payment up to the 18th day of September 2026. All cashier’s orders or cheques will be retained uncashed until a decision has been made on the quotations submitted. If a quotation is accepted, the cashier’s order or cheque submitted therewith will be treated as **part payment of the Security Deposit (as defined in Special Condition No. 2(a) of the Third Schedule to the Form of Tenancy Agreement)** as required under the Tenancy Agreement to be entered into between the Government and the successful bidder under paragraph 11 of this Quotation Notice. The cashier’s orders and cheques of unsuccessful bidders will be returned to them at the respective addresses shown on their respective quotations.

The Government reserves the right to seek clarification from the bidder on the submission of cashier's order or cheque by the bidder. In the event that clarification is requested by the Government for the submission of cashier's order or cheque by the bidder, the bidder should respond by the date specified in the Government's request or if no date is specified in the Government's request, within one week from the date of the Government's request. If within the time prescribed aforesaid, the bidder fails to respond to the Government's request or fails to submit the required cashier's order or cheque that complies with the requirements set out in this paragraph 7 pursuant to the Government's request, **the quotation submitted by the bidder will not be further considered by the Government.**

8. Quotations will only be accepted from bidders who will occupy the Premises and carry out the Business (as defined in the First Schedule to the Form of Tenancy Agreement) thereon for their own use, and the successful bidder shall not assign, mortgage, charge, demise, sublet, underlet, share or part with the possession of or otherwise dispose of the Premises or any part thereof or any structure or structures thereon or any interest therein or enter into any agreement so to do.

9. (a) A bidder which is a subsidiary company must clearly state the name of its holding company and its correspondence address, the name of its contact person, its telephone number and facsimile number. **Any quotation submitted which is not in conformity with the requirement contained in this paragraph 9(a) will not be considered by the Government.**
- (b) The person who signs a quotation as a bidder shall be deemed to be acting as a principal unless he discloses therein that he is acting as an agent only, in which case he shall also disclose therein the name, address and the name(s) of the contact person(s) of his principal in Part C of the Information of bidder in the Form of Quotation.
- (c) If the bidder is a sole proprietor, the quotation must be made in the name of such sole proprietor trading as a firm or business in sole proprietorship. If the bidders are a firm or other body unincorporate, the quotation must be made in the name of such persons trading as a firm or business in partnership or body unincorporate. **Any quotation submitted which is not in conformity with the requirement contained in this paragraph 9(c) will not be considered by the Government.**
- (d) After the award of the quotation, the Government shall have the right to disclose the identity of the successful bidder and its holding company (if any) in response to public/media enquiries. The Government reserves the right to announce the quotation results without the need to seek the prior agreement of the successful bidder and its holding company (if any).

10. (a) **A bidder who is a person trading as a firm or business in sole proprietorship or are persons trading as a firm or business in partnership or body unincorporate should submit a copy of the valid Business Registration Certificate as well as Certified Extracts of Information on the Business Register from the Commissioner of Inland Revenue containing the name of the sole proprietor or the names of all the partners/principal officers, as the case may be, of the said firm or business or body unincorporate.**
- (b) **A bidder which is a corporate body should submit one copy each of the valid Business Registration Certificate, the Certificate of Incorporation, the Articles of Association, the Incorporation Form (where the first Annual Return of the Corporation has not been filed with the Companies Registry as at the date of quotation submission), the latest Annual Return (if any), the Notice of Change of Company Secretary and Director (if any) and the Notice of Change in Particulars of Company Secretary and Director (if any) filed with the Companies Registry giving details of the current shareholders and directors of the company.**

11. If a quotation is accepted, the successful bidder shall be the tenant of the Premises and the successful bidder shall be notified of the acceptance of his quotation by a letter of acceptance from the Government posted to him at or delivered to the address stated in his Form of Quotation. The letter of acceptance shall constitute a binding contract. Subsequent to the issue of the letter of acceptance by the Government, the successful bidder shall within fourteen (14) calendar days of being called upon by the Government by a letter posted to him at or delivered to the address stated in his Form of Quotation so to do (i) sign or in the case of a corporate body duly execute under its common seal and in accordance with the laws of its place of incorporation or otherwise in accordance with the applicable law to the satisfaction of the Marine Department a tenancy agreement which shall commence on the Date of Commencement (as defined in the First Schedule to the Form of Tenancy Agreement) (“the Tenancy Agreement”) based on the Form of Tenancy Agreement and the plan annexed thereto with such changes as may be made by the Government pursuant to the quotation of the successful bidder, and (ii) pay to the Government the **balance of Security Deposit, first month’s rent, management fees and air-conditioning charges** due under the Tenancy Agreement. Where the successful quotation has been made on behalf of a principal, the principal shall himself sign or execute the Tenancy Agreement and the plan annexed thereto. Where the successful quotation has been made by or on behalf of a partnership or other body unincorporate, each partner/principal officer shall sign or execute the Tenancy Agreement and the plan annexed thereto. If the successful bidder shall fail to duly sign or execute the Tenancy Agreement and the plan annexed thereto or pay the **balance of Security Deposit, first month’s rent, management fees and air-conditioning charges** to the

Government within the time limit as aforesaid, the Government may either enforce or cancel the contract constituted by the said letter of acceptance. On cancellation, the sum submitted with the successful quotation as **part payment of Security Deposit** and any sum paid as balance of Security Deposit shall, without prejudice to the Government's right of action for damages for breach of contract, be wholly and absolutely forfeited to the Government as liquidated damages and not as a penalty and the Government shall be at liberty to grant the tenancy of the Premises to other parties or invite quotations or otherwise deal with the Premises at such time and in such manner as the Government shall deem fit.

12. Subject to the due signing or execution of the Tenancy Agreement and the plan annexed thereto, and to the payment of the **balance of the Security Deposit, first month's rent, management fees and air-conditioning charges** as hereinbefore provided, the possession of the Premises will be given to the successful bidder on the Date of Commencement (as defined in the First Schedule to the Tenancy Agreement) which will not be later than three (3) months from the date on which the Tenancy Agreement and the plan annexed thereto are signed or executed. The successful bidder will be notified by a letter from the Senior Marine Officer/Ferry Terminals, Marine Department of the date on which the possession will be so given and the date from which the term of the tenancy shall commence.

13. All quotations submitted shall remain valid and open for acceptance from the Quotation Closing Date or the Extended Quotation Closing Date (as the case may be) until the 18th day of September 2026 and shall remain binding upon the bidders and may be accepted by the Government at any time up to the expiry of the said validity period. The Government will consider and assess all quotations submitted which comply with all the terms and requirements of this Quotation Notice.

14. (a) A bidder and his directors, employees and agents should not communicate to any person other than the Marine Department the amount of rent offered, adjust the amount of rent offered by arrangement with any other person, make any arrangement with any other person about whether or not he or that other person should or should not offer or submit quotation or otherwise collude with any other person in any manner whatsoever in the quotation process until the quotation is awarded. If a bidder is in breach of or fails to comply with this paragraph or is in breach of his warranty given in paragraph 7 of the Form of Quotation, without affecting his liability for such breach or non-compliance, the Marine Department may invalidate his quotation without payment of any compensation. The bidder will also be liable for all expenses including but not limited to the Marine Department's costs and expenses in the present quotation and any subsequent quotation(s) arising from or incidental to the invalidation.

- (b) Paragraph 14(a) hereof shall have no application to the bidder's communications in strict confidence with his own insurers or brokers to obtain an insurance quotation for computation of the rent offered and communications in strict confidence with his consultants or professional advisors to solicit their assistance in preparation of quotation submission.

15. Bidders and their shareholders, members, directors, officers, employees, agents and sub-contractors shall not offer any advantage (as defined in the Prevention of Bribery Ordinance (Cap. 201)) to any employee of the Marine Department as an inducement to or reward for or otherwise on account of such employee's giving assistance or using influence in, or having given assistance or used influence in the quotation exercise. If a bidder or his shareholder, member, director, officer, employee, agent or sub-contractor offers any advantage as defined in the said Ordinance to any employee of the Marine Department as an inducement to or reward for or otherwise on account of such employee's giving assistance or using influence in, or having given assistance or used influence in the quotation exercise, or commits any offence under the said Ordinance in relation to the quotation exercise, the Marine Department will invalidate its quotation without payment of any compensation and any payment of Security Deposit, first month's rent, management fees and air-conditioning charges made will not be refunded. The bidder will also be liable for all expenses including but not limited to the Marine Department's costs and expenses in the present quotation exercise and any subsequent quotation(s) exercise arising from or incidental to the invalidation.

16. Bidders shall note, observe and comply with the additional terms and conditions as specified in the Schedule hereto.

17. The successful bidder shall accept the Premises in such state and condition as existing on the date on which the possession of the Premises is given and **all bidders are advised to inspect the Premises and conduct a survey of the Premises at their own costs and expenses to ascertain the physical condition or state or safety of the Premises and the route of transporting the goods of the bidder to the Premises prior to submitting the quotation.** If bidders wish to conduct a site inspection of the Premises, they shall on or before the 14th day of May 2026 contact the officer referred to in paragraph 20 of this Quotation Notice for arrangement.

18. The result of the quotation exercise will be available on or before the 18th day of September 2026. Bidders who do not receive any notification from the Government of the acceptance of their offers by the said date may consider their quotations not being accepted.

19. (a) **In addition to name and address, the bidder should provide his telephone number, facsimile number and Business Registration Number, and in the case of a sole proprietorship/partnership/body unincorporate, the identity document**

number of the sole proprietor/all the partners/principal officers, in case of a corporate body, its Company Number. If the bidder fails to provide the above data, the Government may not consider his quotation;

- (b) All personal data submitted by bidders together with any information on the bidders' performance or breach of any terms and conditions of the tenancy or licence of any Government sites or premises, whether past, current or future (collectively, "data and information") will be used (including disclosed) for the purpose of this quotation exercise by the Government and may be transferred by the Marine Department to other Government departments to be used for such purpose. The data and information may also be used for consideration of other quotations by the Government at any time and the data and information may be transferred by the Marine Department to other Government departments to be used for such purpose; and**
- (c) An individual to whom the personal data belongs has a right to request access to and correct his personal data in the Form of Quotation pursuant to the Personal Data (Privacy) Ordinance (Cap. 486). Any such request shall be made to the Personal Data (Privacy) Officer of the Marine Department at the address stated in paragraph 20 of this Quotation Notice.**

20. Any enquiry in relation to this quotation should be addressed to:

Marine Department,
3/F., Shun Tak Centre,
200 Connaught Road Central,
Hong Kong
(Attn : Mr. Philip WONG
Tel. No.: 2547 1121 and Fax No.: 2559 4976)

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

22. (a) Notwithstanding anything to the contrary in this Quotation Notice and without prejudice to the Government's right to cancel the

invitation for quotation, at any time after the Quotation Closing Date or the Extended Quotation Closing Date (as the case may be) but before a quotation is accepted, the Government reserves the right to cancel the quotation exercise under this Quotation Notice on the ground that it is in the public interest not to accept any quotation submitted or award the quotation or on the ground that there are changes in requirement or circumstances after the Quotation Closing Date or the Extended Quotation Closing Date, as the case may be, for operational or whatever reasons; and not to make any award of the Tenancy Agreement. The decision of the Government to cancel the quotation exercise under this Quotation Notice or not to make any award of the Tenancy Agreement shall be final and conclusive and shall be binding on the bidders. Upon cancellation, the cashier's orders and cheques referred to in paragraph 7 of this Quotation Notice will be returned to the bidders at their respective addresses shown on their respective quotations and the bidders shall have no right to claim compensation in any form from the Government arising from or incidental to the cancellation.

- (b) The Government shall have the right to arrange for a new quotation exercise in respect of the Premises on such terms and conditions as the Government considers fit subsequent to the cancellation of the quotation exercise under this Quotation Notice.
- 23.
- (a) This Quotation Notice, the Form of Quotation and the Form of Tenancy Agreement including the annexures to each of these documents (collectively referred to as the "Quotation Documents") shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China (hereinafter referred to as "Hong Kong").
 - (b) If this quotation is accepted, then until the Tenancy Agreement and the plan annexed thereto are duly signed or executed, this quotation together with the written acceptance thereof shall constitute a binding agreement between the successful bidder and the Government. The said binding agreement shall be governed by and construed in accordance with the laws of Hong Kong, and the successful bidder and the Government shall submit to the exclusive jurisdiction of the courts of Hong Kong in relation to any matters arising out of the said binding agreement.
 - (c) That the successful bidder and the Government shall first refer any dispute or difference arising out of or in connection with this Quotation Notice and the binding agreement referred to in paragraph 23(b) above to mediation in accordance with The Government of the Hong Kong Special Administrative Region Mediation Rules prevailing at the time. If the said dispute or difference is not settled

by mediation accordingly, the successful bidder or the Government may institute litigation in respect of the said dispute or difference. The successful bidder and the Government agree that the courts of Hong Kong shall have exclusive jurisdiction in respect of the said dispute or difference.

24. Unless a bidder has provided the information required under paragraph 25, by submitting a quotation in response to this Quotation Notice, a bidder is regarded to have:

- (a) warranted to the Government that neither it nor any of the persons below has failed to comply with any National Security Laws, or been charged with or convicted of any offence endangering national security:
 - (i) the shareholders, directors, officers and employees of the bidder;
 - (ii) the agents and contractors of the bidder whom the bidder proposes to employ, use, deploy or engage in relation to the performance of the Tenancy Agreement; and
 - (iii) any other person whom the bidder proposes to employ, use, deploy or engage in relation to the performance of the Tenancy Agreement; and
- (b) undertaken that it and each of the persons described in sub-paragraph (a)(i) to (iii) above shall comply with the National Security Laws and not to engage or be involved in any act or activity described in paragraph 26(a)(ii) – (iv).

25. If any person specified in paragraph 24(a)(i) to (iii) has failed to comply with any National Security Laws or been charged with or convicted of any offence endangering national security, the bidder shall submit in its quotation the details of the non-compliance, charge and/or conviction.

26. Notwithstanding anything to the contrary in these Quotation Notice Documents and without prejudice to any other rights or remedies which the Government may have, the Government reserves the right to disqualify a bidder and revoke any letter of acceptance issued pursuant to the terms of this Quotation Notice without compensation if:

- (a) the bidder or any of shareholder or member, director, officer, employee, agent or contractor of the bidder has engaged or been involved, or is engaging or being involved, in any act or activity which:

- (i) contravenes any National Security Laws;
 - (ii) constitutes or causes the occurrence of an offence endangering national security;
 - (iii) in the reasonable opinion of the Government, is likely to constitute or cause the occurrence of an offence endangering national security; or
 - (iv) in the reasonable opinion of the Government, is or would be contrary to the interests of national security or the public interest of Hong Kong; or
- (b) in the reasonable opinion of the Government, the exclusion of the bidder from the current quotation exercise is necessary in the interests of national security, or is necessary to protect the public interest of Hong Kong.

A determination by the Government as to whether any of the circumstances described in sub-paragraphs (a)(iii) and (iv) and (b) above has arisen shall be final and binding on the bidder. On disqualifying a bidder and revoking any letter of acceptance issued pursuant to the terms of this Quotation Notice without compensation under this para. 26, the sum submitted with the successful quotation as part payment of Security Deposit and any sum paid as balance of Security Deposit shall, without prejudice to the Government's right of action for damages for breach of contract, be wholly and absolutely forfeited to the Government as liquidated damages and not as a penalty and the Government shall be at liberty to grant the tenancy of the Premises to other parties or invite quotations or otherwise deal with the Premises at such time and in such manner as the Government shall deem fit.

27. The bidder or the successful bidder (as the case may be) will also be liable for all expenses including but not limited to the Marine Department's costs and expenses in the present quotation exercise and any subsequent quotation(s) exercise arising from or incidental to the disqualification or termination.

28. In these Quotation Documents:

- (a) "bidder" means the bidder named as such in the Form of Quotation and who has the legal status and capacity to submit a quotation and to enter into and perform the Tenancy Agreement or the principal bidder where the bidder submits the quotation as agent for and on behalf of his principal bidder;
- (b) "national security" has the meaning given to it under the Safeguarding National Security Ordinance (6 of 2024);
- (c) "National Security Laws" means all laws and legislation which are

from time to time in force in or applicable to Hong Kong relating to the safeguarding of national security, including the Law of the People's Republic of China on Safeguarding National Security in the Hong Kong Special Administrative Region as applied in Hong Kong under the Promulgation of National Law 2020 (L.N. 136 of 2020) and the Safeguarding National Security Ordinance;

- (d) “offence endangering national security” has the meaning given to it under the Safeguarding National Security Ordinance; and
- (e) for the avoidance of doubt, each of the expressions “engage” and “involve” and its variants includes the act of aiding, abetting, counselling, inciting, promoting or procuring another person to perform or not to perform an act or matter.

29. The Government reserves the right to amend the terms and conditions of this Quotation Notice, the Form of Quotation and the Form of Tenancy Agreement annexed hereto. Any amendments to the said documents will be in writing in the form of addendum and will be forwarded by post to all prospective bidders known to the Government to be in receipt of the said documents from the Government.

30. A Chinese translation of this Quotation Notice and the Form of Quotation is attached. In the event of any doubt or dispute in the interpretation of this Quotation Notice and the Form of Quotation or discrepancy between the English and Chinese versions of this Quotation Notice and the Form of Quotation, the Government's intention as expressed in the English version shall prevail.

The Schedule

1. The management fees and the air conditioning charges in respect of the Premises are currently determined at the respective sums of HK\$1,304.00 and HK\$762.00 per calendar month without any deduction or set-off. Such fees may be increased or revised from time to time by the Government in accordance with the provisions of the Tenancy Agreement in similar terms as Clause (2)(i) of the Form of Tenancy Agreement.

2. Bidders are advised to note that:

- (a) Special Condition No. (2) of the Third Schedule to the Form of Tenancy Agreement which will be incorporated in the Tenancy Agreement sets out the terms and conditions governing the deposit of Security Deposit as defined therein with the Government by the Tenant, i.e. the successful bidder, and the refund of the said Security Deposit upon expiration or sooner determination of the Tenancy Agreement. In particular, pursuant to Special Condition No. (2)(a) of the Third Schedule to the Form of Tenancy Agreement which will be incorporated in the Tenancy Agreement, **the Security Deposit (which sum is equivalent to three (3) months' fixed monthly rental offered by the successful bidder in paragraph 1 of the Form of Quotation or as may be agreed by the Government and the successful bidder after negotiation in accordance with paragraph 2 of this Quotation Notice)** paid by the Tenant will be deposited with the Landlord as security for the due payment of the rent, management fees, air-conditioning charges, electricity charges, utility services charges, rates, taxes, assessments, duties, charges and other outgoings under the Tenancy Agreement and the due payment of the rent, licence fee, management fees, air-conditioning charges, electricity charges, utility services charges, Government rent, rates, taxes, assessments, duties, charges and other outgoings payable under any other agreements of any other tenancies or any leases or licences of any premises granted or to be granted by the Government to the Tenant (hereinafter referred to as "Other Agreements") and the due performance and observance by the Tenant of all and singular the several agreements, covenants, provisions, conditions, terms and stipulations reserved and contained in the Tenancy Agreement and in Other Agreements. The Security Deposit shall remain deposited with the Landlord throughout the term of the tenancy hereby created free of any interest to the Tenant. Pursuant to Special Condition No. (2)(b) of the Third Schedule to the Form of Tenancy Agreement which will be incorporated in the Tenancy Agreement, at the expiration or sooner determination of the Tenancy Agreement, if there shall be any rent, management fees, air-conditioning charges, electricity charges, utility services charges, rates, taxes, assessments,

duties, charges and other outgoings contained in the Tenancy Agreement and any interest payable thereon and/or any rent, licence fee, management fees, air-conditioning charges, electricity charges, utility services charges, Government rent, rates, taxes, assessments, duties, charges and other outgoings payable under Other Agreements and any interest payable thereon in arrears, the Government may apply such Security Deposit towards payment of such arrears, and the Government shall be entitled to deduct the amount(s) from such Security Deposit for payment of such arrears to the Government or other corporation (as the case may be), or if there shall be any breach of agreements, covenants, provisions, conditions, terms or stipulations contained in the Tenancy Agreement or in Other Agreements, the Government may apply such Security Deposit towards remedying such breach (in so far as this may be possible) without prejudice to any other claim or remedy that the Government may have against the Tenant, i.e. the successful bidder by reason of the breach and shall only pay the balance (if any) of the said Security Deposit to the Tenant, i.e. the successful bidder;

- (b) under Special Condition No. (5)(a) of the Third Schedule to the Form of Tenancy Agreement which will be incorporated in the Tenancy Agreement, no partition to be erected or installed on, within or along the perimeters of the Premises shall exceed the height of 2.3 metres as measured from the floor level of the Premises or such height as may be approved by the Landlord in writing;
- (c) pursuant to Special Condition No. (5)(b)(i) of the Third Schedule to the Form of Tenancy Agreement which will be incorporated in the Tenancy Agreement, the Tenant, i.e. the successful bidder shall submit to the Landlord and the Director of Architectural Services all drawings, plans and specifications (including perspective drawings, plan drawings and electrical schematic drawings) for written approval of the Landlord and the Director of Architectural Services prior to the commencement of any fitting out works to the Premises;
- (d) pursuant to Special Condition No. (8) of the Third Schedule to the Form of Tenancy Agreement which will be incorporated in the Tenancy Agreement, the Landlord shall have the right to close and prohibit access to the Terminal in whole or in part, including the Premises and/or to suspend the Business, without prior notice to the Tenant, i.e. the successful bidder, at such time and for such duration during the term of the Tenancy Agreement as it shall in its absolute discretion see fit by reason of fire or storm or damage, or an act of God or repair or maintenance or modification of the Terminal or any emergency or the Director of Marine's exercise of his powers under the Shipping and Port Control Ordinance (Cap. 313) and its subsidiary legislation including the Shipping and Port Control (Ferry

Terminals) Regulations (Cap. 313H) or for any other reason which the Landlord considers proper or sufficient. In the event of such closure or suspension, the Landlord and the Director of Marine shall not be liable for any losses suffered or expenses incurred whatsoever by the Tenant due to such closure or suspension and the Tenant shall not be entitled to any compensation therefor whatsoever;

- (e) under Special Condition No. (23)(b) of the Third Schedule to the Form of Tenancy Agreement which will be incorporated in the Tenancy Agreement, the Tenant, i.e. the successful bidder, shall not carry on or run or operate the Business as specified in the First Schedule to the Form of Tenancy Agreement beyond the Premises;
- (f) under Special Condition No. (24) of the Third Schedule to the Form of Tenancy Agreement which will be incorporated in the Tenancy Agreement, the Tenant, i.e. the successful bidder, shall not cook, re-heat or prepare any food other than re-heating of food by means of microwave oven(s) and small household electrical appliance(s) in the Premises;
- (g) under Special Condition No. (37)(a) of the Third Schedule to the Form of Tenancy Agreement which will be incorporated in the Tenancy Agreement, the Tenant, i.e. the successful bidder, acknowledges that renovation works as may be required to be done to the Terminal (including but not limited to internal walls, external walls, floors and canopy (if any) of the Terminal) may be carried out during the term of the Tenancy Agreement hereby created by the Form of Tenancy Agreement. The Tenant shall follow and accept any temporary arrangements caused by such renovation works as may be notified by the Landlord by written notice to the Tenant. The Tenant agrees to the erection of any temporary structure(s) by the Landlord inside or outside the Terminal or in front of the Premises for the purposes of carrying out the said renovation works. The Tenant shall have no right to claim against the Landlord for: (a) any loss, damage or compensation whatsoever directly or indirectly arising out of or in connection with the said renovation works; or (b) any reimbursement of any costs or expenses incurred by the Tenant in following and accepting any temporary arrangements caused by such renovation works;
- (h) pursuant to Special Condition No. (38) of the Third Schedule to the Form of Tenancy Agreement which will be incorporated in the Tenancy Agreement, the Tenant, i.e. the successful bidder, shall carry out and operate the Business as specified in the First Schedule to the Form of Tenancy Agreement on the Premises during such opening days and/or opening hours as may be specified by the Landlord from time to time during the term of the Tenancy Agreement at the

Landlord's absolute discretion for the Tenant's operation of the Business at the Terminal only. Such opening days and/or opening hours may be revised or varied by the Landlord from time to time and at any time during the term of the Tenancy Agreement at the Landlord's absolute discretion (and the opening hours of the Premises may be specified as twenty-four (24) hours a day). The Landlord may, from time to time throughout the term of the Tenancy Agreement, by notice in writing to the Tenant, and on terms that the Landlord may determine, revise or vary the opening days and/or opening hours of the Premises. In the event of any revision or variation of the opening days and/or opening hours of the Premises, the Tenant, shall not raise any objection against such revision or variation of the opening days and/or opening hours of the Premises nor make any claim for compensation or relief of any nature whatsoever against the Landlord or the authorized persons or any public officer for any revenue loss or increase in costs and expenses in the performance of the Tenancy Agreement resulting from or due to such revision or variation of the opening days and/or opening hours of the Premises. The Tenant shall also not be entitled to any refund of the rent, management fees, air-conditioning charges, electricity charges, utility services charges or other charges already paid or any part thereof, nor be entitled to claim for any reduction of the rent, management fees, air-conditioning charges, electricity charges, utility services charges or other charges;

- (i) pursuant to Special Condition No. (40) of the Third Schedule to the Form of Tenancy Agreement which will be incorporated in the Tenancy Agreement, no door shall be allowed to open outwards from the Premises;
- (j) pursuant to Special Condition No. (41) of the Third Schedule to the Form of Tenancy Agreement which will be incorporated in the Tenancy Agreement, the Tenant, i.e. the successful bidder, shall not use or permit or suffer the use of any liquefied petroleum gas (L.P.G.), town gas, ovens, light bonfires or flames within the Premises or any part thereof;
- (k) pursuant to Special Condition No. (44) of the Third Schedule to the Form of Tenancy Agreement which will be incorporated in the Tenancy Agreement, the superimposed load within the Premises shall not exceed 5.0 kilo-newton per square metre so as not to render inadequate the margin of safety of, or impair the structural integrity and stability of, or cause damage to, any existing structure of the Premises and the Terminal;
- (l) pursuant to Special Condition No. (46) of the Third Schedule to the Form of Tenancy Agreement which will be incorporated in the

Tenancy Agreement, subject to the prior written approval of the Landlord and permission of the Director of Marine granted under regulation 29 of the Shipping and Port Control (Ferry Terminals) Regulations (Cap. 313H) (which, if given, may impose (a) the restrictions on goods and services permitted to be sold or provided on the Premises; and (b) such other conditions as the Landlord or the Director of Marine may consider appropriate), **the Tenant may use the Premises or any part thereof for retail and/or provision of services (excluding TV / internet game centre, off-course betting centre, mahjong school, duty free shops and cooking / heating of food other than heating of food by means of microwave oven and small household electrical appliance).** The range and / or class of goods to be sold in the Premises must exclude cigarette, cigar or other tobacco products and duty free liquor and tobacco, wine and any goods or commodities that are prohibited under the Import and Export Ordinance (Cap. 60), any regulations made thereunder and any amending legislations. The decision of the Landlord and the Director of Marine as to whether or not to give the approval as aforesaid to the Tenant subject to any restrictions or conditions to be imposed thereto, shall be final, conclusive and binding on the Tenant;

- (m) pursuant to Special Condition No. (47) of the Third Schedule to the Form of Tenancy Agreement which will be incorporated in the Tenancy Agreement, the Tenant, i.e. the successful bidder, shall comply with the restrictions on provision of disposable tableware;
- (n) pursuant to Special Condition No. (48) of the Third Schedule to the Form of Tenancy Agreement which will be incorporated in the Tenancy Agreement, in addition to the pass(es) required to be obtained under the Shipping and Port Control Ordinance (Cap. 313) and its subsidiary legislation including the Shipping and Port Control (Ferry Terminals) Regulations (Cap. 313H), the Tenant, i.e. the successful bidder shall, within six (6) calendar months from the Date of Commencement (as defined in the First Schedule to the Tenancy Agreement), at his own cost and expense obtain the terminal pass in connection with the use and occupation of the Premises during the term of the Tenancy Agreement (“Terminal Pass”) for the Tenant and/or his staff or employees from the Landlord. In the event that the Tenant fails to obtain the said Terminal Pass and pass(es) required to be obtained under the Shipping and Port Control Ordinance (Cap. 313) and its subsidiary legislation including the Shipping and Port Control (Ferry Terminals) Regulations (Cap. 313H) (hereinafter collectively referred to as “Passes”) within six (6) calendar months from the Date of Commencement (as defined in the First Schedule to the Tenancy Agreement) or fails to renew the said Passes or fails to observe and comply with all instructions and directions or conditions which may be imposed by the Landlord or the Director of Marine

from time to time or the said Passes are cancelled or revoked by the Landlord or the Director of Marine (as the case may be) during the term of the Tenancy Agreement, the Landlord shall be entitled to terminate the Tenancy Agreement at any time by giving no less than one (1) calendar month's prior notice in writing to the Tenant without any compensation therefor being paid by the Landlord to the Tenant or relief of any nature whatsoever against the Landlord and without prejudice to any rights and remedies of the Landlord arising from any loss and damage caused to the Landlord as a result of the termination of the Tenancy Agreement, and the Tenant, shall have no residual rights of any kind whatsoever over the Premises and all fixtures, fittings and equipment installed by the Tenant, in the Premises pursuant to this Agreement. The termination of this Agreement shall take effect on a date specified in the notice;

- (o) Clause (2)(e)(i) of the Form of Tenancy Agreement which will be incorporated in the Tenancy Agreement provides that the Tenant, i.e. the successful bidder, agrees with the Landlord to pay to the Landlord the electricity charges in respect of all electricity supplied to the Premises no later than fourteen (14) days upon receipt of a demand note issued by the Landlord which may be issued monthly or at such other intervals as the Landlord may decide. The Landlord will, based on the electricity consumed at the Premises according to the readings of the electricity check meter installed by the Landlord for the Premises, determine at its sole discretion the electricity supply charges and such charges shall include such administrative charges as may be fixed by the Landlord in its sole discretion and whose determination shall be final, conclusive and binding on the Tenant. Such charges if unpaid on the due date as specified by the Landlord shall carry interest at the rate of two per centum (2%) per annum above the prevailing Best Lending Rate of The Hongkong and Shanghai Banking Corporation Limited and together they shall be a debt due from the Tenant to the Landlord, and be forthwith recoverable by action. For the avoidance of doubt, **the supply and connection of electricity to the Premises supporting a maximum of 7.04 kilowatt consumed at the Premises is and will be in existence** and maintained by the Landlord at all times during the term of the Tenancy Agreement;
- (p) Clause (4)(q) of the Form of Tenancy Agreement which will be incorporated in the Tenancy Agreement provides that the Tenancy Agreement shall be governed by and construed in accordance with the laws of Hong Kong;
- (q) Clause (4)(w) of the Form of Tenancy Agreement which will be incorporated in the Tenancy Agreement provides that the parties, namely, the Tenant (i.e. the successful bidder) and the Landlord agree

that the courts of Hong Kong shall have exclusive jurisdiction in respect of any dispute or difference arising out of or in connection with the Tenancy Agreement; and

- (r) The First Schedule to the Form of Tenancy Agreement which will be incorporated in the Tenancy Agreement stipulates that the Tenant (i.e. the successful bidder) shall carry out the Business (as defined in the First Schedule thereto) that is open to all members of the public.

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報價公告

報價邀請書

香港上環港澳碼頭 外碼頭第 3 層限制區第 9 號鋪位的 租用權

(報價編號：MFT2009)

現按本報價公告及夾附租約大綱(以下簡稱「租約大綱」)所臚列的條款及條件，邀請就香港上環港澳碼頭(以下簡稱「該碼頭」)外碼頭第 3 層限制區第 9 號鋪位(以下簡稱「該處所」)的租用權提交報價書。該處所的整體樓面面積約 13.17 平方米，位置於租約大綱夾附的圖則(圖則編號：MFT2009)內以粉紅色標示，以資識別。該處所可經業主根據租約大綱附表 3 特別條件第(46)條批准，按照本報價公告第 11 段所指明的租約內所訂明的條款及條件用作經營零售業務及／或提供服務。租期為三(3)年，由海事處高級海事主任／客運碼頭指定的日期起生效。

2. 中華人民共和國香港特別行政區政府(以下簡稱「政府」)不一定接納出價最高的報價書或任何一份報價書。政府保留權利，可與任何競投人士商議批出租約的條款及條件，包括競投人士在夾附的報價表格內第 1 段所填寫的固定月租(不包括管理費、空調費、電費、公用設施費用、差餉、稅項、評稅、關稅、費用及任何其他支出)。政府在審核任何一份報價書及決定是否批出報價書時，將會考慮競投人士過往或現時作為政府物業承租人或持牌人的表現。政府就是否批出報價書所作的決定，屬最終決定。

3. 競投人士必須在夾附的報價表格內填寫為承投該處所租用權而提議向政府繳付的固定月租(不包括管理費、空調費、電費、公用設施費用、差餉、稅項、評稅、關稅、費用及任何其他支出)。不符合本段所載規定的報價書，政府一概不予考慮。

4. 報價書必須：

- (a) 採用夾附的報價表格填寫一式兩份；以及
- (b) 放入信封內封密，信封面書明「海事處政府船塢拆閱報價書委員會主席收」，並清楚註明「就香港上環港澳碼頭外碼頭第 3 層限制區第 9 號鋪位的租用權提交報價書(報價編號：MFT2009)」。

不符合本段(第 4 段)所載規定的報價書，政府一概不予考慮。

5. (a) 報價書必須在二零二六年五月二十一日(以下簡稱「遞交報價書截止日期」)上午十一時(香港時間)前，放入香港九龍深水埗昂船洲昂船路政府船塢 K 座地下的海事處報價書收集箱(以下簡稱「指定報價書收集箱」)內。若在遞交報價書截止日期當天上午九時至上午十一時(香港時間)期間正懸掛八號或以上熱帶氣旋警告信號，或黑色暴雨警告或政府公布的「極端情況」正在生效，遞交報價書截止日期將延至在上午九時至上午十一時(香港時間)期間改發八號以下熱帶氣旋警告信號，或黑色暴雨警告信號或政府公布「極端情況」停止生效後的首個工作天(工作天指曆年中的一日，但不包括星期六及《公眾假期條例》(第 149 章)所指的公眾假期)上午十一時(香港時間)。

若在遞交報價書截止日期當天上午九時至上午十一時(香港時間)期間的任何時間內，前往指定報價書收集箱所在地點的公眾通道受阻，政府會宣布推遲遞交報價書截止時間，直至另行通知。當通道重開後，政府會盡快公布已推遲的遞交報價書截止日期。上述公布事項會於政府新聞處網頁(<https://www.info.gov.hk/gia/general/today.htm>)以新聞稿方式宣布。

- (b) 逾期遞交及未有投入指定報價書收集箱的報價書概不受理。
- (c) 報價公告第 3 段所指明的報價表格必須由競投人士妥為簽署或簽立。不符合本段(第 5(c)段)所載規定的報價書，政府一概不予考慮。
- (d) 除在報價表格顯示空位上填寫所需的資料和細節外，不得在本報價公告或報價表格或租約大綱中加插、刪除或改動任何條款或條件。不符合本段(第 5(d)段)所載規定的報價書或競投人士如對本報價公告或報價表格或租約大綱所載的任何條款或條件有所加插、刪除或改動，政府有可能不考慮或評審。
6. 所有競投人士應在遞交報價書截止日期或按本報價公告第 5(a)段押後或已推遲的遞交報價書截止日期(以下簡稱「已推遲的遞交報價書截止日期」)前遞交全部所需資料及文件(包括但不限於本報價公告第 10 段所指的文件)。政府保留權利，可要求競投人士在遞交報價書截止日期或已推遲的遞交報價書截止日期後的指定期間內(視情況而定)，就所需的資料及文件作補充說明或遞交報價書中遺漏的資料及文件。如政府沒有提出此項要求

或競投人士沒有在要求指定期間內作補充說明或遞交報價書中遺漏的資料及文件，則會按所收到的資料及文件評審報價書。

7. 競投人士遞交報價書時，必須附上面額相等於一個月租金(按建議租金計算)的港幣銀行本票或支票，支付予「香港特別行政區政府」。如遞交銀行本票，須由根據《銀行業條例》(第 155 章)第 16 條的規定獲妥為發牌的銀行發出。如遞交支票，該支票須經付款銀行(根據《銀行業條例》(第 155 章)第 16 條的規定獲妥為發牌的銀行)核證為有效，保證直到二零二六年九月十八日可獲兌現。政府在對報價書作出決定前，所有銀行本票及支票均不會兌現。如報價書獲接納，隨報價書附上的銀行本票或支票將視作所支付政府與成功競投人士按本報價公告第 11 段簽訂的租約中所規定的部分保證金(定義見租約大綱附表 3 特別條件第 2(a)條)。落選競投人士的銀行本票及支票將按其報價書所載地址退回。政府保留權利，可要求競投人士就所提交的銀行本票或支票作出補充說明。如須按政府要求就所遞交的銀行本票或支票作出補充說明，競投人士必須在政府指明的日期前回覆；如政府沒有指明日期，則須在政府提出要求的日期起計一個星期內回覆。在上述訂明的時間內，如競投人士沒有回覆政府要求或依循政府要求提交符合第 7 段規定的銀行本票或支票，則政府不會進一步考慮競投人士提交的報價書。

8. 競投人士必須把該處所自用並用作經營業務(定義見租約大綱附表 1)，政府才會考慮接納其報價書。成功競投人士不得把該處所或其中任何部分或任何構築物或任何權益轉讓、按揭、作押記、批租、分租、轉租、與人攤分或放棄其管有權，或以其他方式處置，亦不得訂立任何相關協議。

9. (a) 競投人士如果是附屬公司，須清楚註明其控權公司的名稱及通訊地址、聯絡人姓名、電話號碼及傳真號碼。不符合本段(第 9(a)段)所載規定的報價書，政府一概不予考慮。

(b) 以競投人士身分簽署報價書的人，將被視作以主事人身分行事，除非他在報價表格內聲明僅為代理人。代理人須同時在報價表格內「競投人士資料」C 部，說明主事人的姓名／名稱、地址及聯絡人的姓名。

(c) 如競投人士為獨資經營人，報價書必須以獨資經營商號或業務的該獨資經營人名義填寫。如競投人士為商號或其他非屬法團的團體，則報價書必須以合夥或非屬法團的團體經營商號或業務的該等人士名義填寫。不符合本段(第 9(c) 段)所載規定的報價書，政府一概不予考慮。

- (d) 報價書批出後，政府有權應公眾／傳媒的查詢，披露成功競投人士及其控權公司(如有)的身分。政府保留公布報價結果的權利，而無須事先獲得成功競投人士或其控權公司(如有)的同意。
10. (a) 競投人士如屬獨資經營商號或業務；又或屬合夥或非屬法團的團體經營商號或業務，須附上有效商業登記證副本及由稅務局局長發出載有該商號或業務獨資經營人或全體合夥人／主要高級人員(視情況而定)姓名的商業登記冊內商號資料摘錄核證本。
- (b) 競投人士如以法團身分遞交報價書，須附上以下文件副本各一份：有效商業登記證、公司註冊證明書、組織章程細則、法團成立表格(如在提交報價書當日仍未把法團的首份周年申報表送交公司註冊處存檔)，以及送交公司註冊處存檔載有公司全部現任股東及董事詳情的最近期周年申報表(如有)、更改公司秘書及董事通知書(如有)，以及更改公司秘書及董事詳情通知書(如有)。

11. 如報價書獲接納，成功競投人士即成為該處所的承租人。成功競投人士將獲政府發出接納信通知，通知信會按其在報價表格上填寫的地址以郵遞或專人派遞方式送交成功競投人士。接納信將構成具約束力的合約。成功競投人士須於政府按其在報價表格上填寫的地址以郵遞或專人派遞方式發出通知後十四(14)個曆日內，(i)簽署或(成功競投人士如屬法團)以法團印章並根據成功競投人士成立為法團所在地方的法律或另按適用的法律(須令海事處滿意)妥為簽立以政府可能按成功競投人士報價書作出修改並把修改納入其中的租約大綱及夾附圖則為根據，並將於生效日期(定義見租約大綱附表 1)生效的租約(以下簡稱「租約」)；並(ii)向政府繳付根據上述租約應付的保證金餘數、首月租金、管理費及空調費。如獲選的報價書由代理人代主事人提交，主事人須親身簽署或簽立上述租約及夾附的圖則。如獲選的報價書由合夥公司或其他非屬法團的團體提交，則上述租約及夾附的圖則須由每名合夥人／主要高級人員簽署或簽立。如成功競投人士未有在上述限期內妥為簽署或簽立上述租約及夾附的圖則，或未有在上述限期內向政府繳付保證金餘數、首月租金、管理費及空調費，則政府可依照是次報價的規則辦理或取消該接納信所構成的合約。取消合約後，隨相關獲選報價書附上作為部分保證金及繳付作為保證金餘數的任何款項，將會全數充公，作為協定賠償金而不是作為罰款，但此舉不影響政府就違約而提起損害賠償訴訟的權利。同時，政府有權把該處所的租用權批予他人，或邀請報價，或在其認為適當的時候，以其認為適當的方式處置該處所。

12. 成功競投人士在妥為簽署或簽立上述租約及夾附的圖則，並繳付前述規定的保證金餘數、首月租金、管理費及空調費後，該處所的管有權將於

生效日期(定義見租約附表 1)或不遲於簽署或簽立上述租約及夾附的圖則當日起計三(3)個月內授予成功競投人士。海事處高級海事主任／客運碼頭會發信通知成功競投人士授予管有權的日期及租約生效日期。

13. 所有報價書由遞交報價書截止日期或已推遲的遞交報價書截止日期(視情況而定)起至二零二六年九月十八日有效及可供接納。在上述期限屆滿前，報價書對競投人士具有約束力，並可能隨時獲政府接納。政府會考慮並評審所有符合本報價公告所載全部條款及規定的報價書。

14. (a) 報價書批出前，競投人士、其董事、僱員及代理人不得向海事處以外的任何人傳達建議租金的款額、與任何其他人士訂立安排調整建議租金的款額、與任何其他人士就他本人或該其他人士應否報價或提交報價訂立任何安排，或在報價過程中以任何方式與任何其他人士串通。如競投人士違反或未有遵守本段規定，或違反在報價表格第 7 段提出的保證，在不影響競投人士因該項違反或未有遵守規定而負上法律責任的原則下，海事處可宣布其報價書無效而不支付任何補償。此外，競投人士亦須承擔因報價書無效所引致或附帶引起的一切費用(包括但不限於海事處是次報價工作或日後進行任何報價工作的費用)。

(b) 第 14 (a)段不適用於競投人士為索取保險報價以計算建議租金而向其承保人或保險經紀發出受嚴格保密的通訊，以及為獲得其顧問或專業顧問協助編製報價書而向他們發出受嚴格保密的通訊。

15. 競投人士、其股東、成員、董事、人員、僱員、代理人及次承判商不得向海事處任何僱員提供任何利益(按《防止賄賂條例》(第 201 章)界定)，作為該僱員在報價事宜上給予協助或運用影響力，或曾經給予協助或運用影響力的誘因或報酬。如競投人士或其股東、成員、董事、人員、僱員、代理人或次承判商向海事處任何僱員提供該條例所界定的任何利益，作為該僱員在報價事宜上給予協助或運用影響力，或曾經給予協助或運用影響力的誘因或報酬，又或是觸犯該條例下所訂的任何罪行，海事處將宣布其報價書無效而不支付任何補償，並且不會退還任何已繳付的保證金、首月租金、管理費及空調費。此外，競投人士亦須承擔因報價書無效所引致或附帶引起的一切費用(包括但不限於海事處是次報價工作或日後進行任何報價工作的費用)。

16. 競投人士須留意、遵守及服從本公告附表所載的額外條款及條件。

17. 成功競投人士須按授予該處所管有權當日，該處所的情況及狀況接收該處所。所有競投人士請於遞交報價書前，自費視察及勘測該處所，以確

定該處所的實際情況、狀況或穩固安全程度，以及運送競投人士的貨物到該處所的路線。競投人士如欲實地視察該處所，須在二零二六年五月十四日或之前與本報價公告第 20 段所述的人員聯絡，以作安排。

18. 報價結果將於二零二六年九月十八日或之前公布。競投人士如在該日仍未收到政府通知說明其報價書已獲接納，則可視其報價已經落選。

19. (a) 競投人士除須提供其姓名／名稱及地址外，亦須提供其電話號碼、傳真號碼及商業登記號碼；競投人士如屬獨資經營／合夥／非屬法團的團體，亦須提供個別獨資經營人／所有合夥人／主要高級人員的身分證明文件號碼；競投人士如屬法團，則亦須提供其公司編號。如競投人士未能提供上述資料，政府可能不會考慮其報價書；

(b) 競投人士提供的所有個人資料，以及其過往、現在或將來履行或違反任何政府土地或處所租約或牌照條款及條件的資料，將供政府考慮是次報價時使用(包括披露)；海事處可把該等資料轉交其他政府部門作該用途。競投人士亦同意，該等資料可在任何時間供政府用於考慮其他報價書，又或轉交其他政府部門作該用途；以及

(c) 根據《個人資料(私隱)條例》(第 486 章)，個人資料擁有人有權要求查閱及改正報價表格內所填報的個人資料。請向本報價公告第 20 段所述地址，向海事處的個人資料(私隱)主任提出該等要求。

20. 如對是次報價有任何查詢，請聯絡：

香港干諾道中 200 號

信德中心三樓

海事處

(經辦人：王慶祥先生

電話號碼：2547 1121 及傳真號碼：2559 4976)

21. 政府特此聲明：政府人員對有意競投人士的查詢所作出的任何口頭或書面陳述及所採取的任何行動，均只作指引及參考之用。該陳述不得視作構成本報價公告的一部分。該等陳述或行動不得據以或視作闡述、更改、否定、豁免或在其他方面修改本報價公告或租約大綱所列出的任何條款或條件。

22. (a) 即使本報價公告有任何相反條文，但此舉並不影響政府取消本報價邀請的權力，政府保留權利，在遞交報價書截止日期或已推遲

的遞交報價書截止日期(視情況而定)後的任何時間至報價書獲接納前，可以隨時基於為公眾利益而不接納任何已提交的報價書或批出報價書，或基於遞交報價書截止日期或已推遲的遞交報價書截止日期(視情況而定)後因運作或任何原因而令相關規定或情況有變，取消本報價公告的報價工作，以及不批出租約。政府就取消本報價公告報價工作及不批出租約的決定屬最終決定及不可推翻，並對競投人士有約束力。在取消後，本報價公告第 7 段所指的銀行本票或支票將按報價表格上填寫的地址退回競投人士，競投人士無權因是次工作取消所引致或附帶引起的情況，向政府申索任何形式補償。

- (b) 政府有權在本報價公告的報價工作取消後，按政府認為適合的條款及條件就該處所重新安排報價工作。
23. (a) 本報價公告、報價表格及租約大綱，以及上述文件的附件(以下統稱「報價文件」)，須受中華人民共和國香港特別行政區(以下簡稱「香港」)的法律規管，並按照香港法律詮釋。
- (b) 本報價書如獲接納，在妥為簽署或簽立租約及夾附的圖則前，本報價書連同接納書構成成功競投人士與政府之間具有約束力的協議。上述具有約束力的協議須受香港法律規管，並按照香港法律詮釋。成功競投人士和政府須同意就上述具有約束力的協議所引致的任何事宜，接受香港法院的專屬司法管轄權管轄。
 - (c) 成功競投人士與政府須先行就任何因本報價公告及上文第 23(b)段所述具約束力的協議所產生或與其有關的爭議或歧見，按照當時適用的《香港特別行政區政府調解規則》進行調解。如上述爭議或歧見未能透過調解得以解決，成功競投人士或政府可就有關爭議或歧見向法院提起訴訟。成功競投人士及政府同意有關爭議或歧見將受香港法院的專屬司法管轄權管轄。
24. 除非競投人士已按第 25 段規定提供有關資料，否則競投人士就本報價公告遞交報價書，即視作已：
- (a) 向政府保證其本人及以下人士均沒有違反任何國家安全法律，或曾被控以或被裁定干犯任何危害國家安全罪行：
 - (i) 競投人士的股東、董事、人員及僱員；

- (ii) 競投人士擬就履行租約而僱用、使用、調派或聘用的代理人及承判商；以及
 - (iii) 競投人士擬就履行租約而僱用、使用、調派或聘用的任何其他人士；以及
- (b) 承諾其本人及上文第(a)(i)至(iii)段所述的所有人士均會遵守國家安全法律，不會作出或牽涉第 26(a)(ii)至(iv)段所述的任何行為或活動。

25. 如第 24(a)(i)至(iii)段指明的人士未有遵守任何國家安全法律，或曾被控以或被裁定干犯任何危害國家安全罪行，競投人士須隨報價書提交有關違規、控罪及／或定罪的詳情。

26. 即使報價文件有任何相反條文，政府保留權利，在不損害其可能享有的任何其他權利或補救辦法的情況下，取消競投人士的資格並撤銷任何依據本報價公告條款發出的接納信，而無須作出補償。情況包括：

- (a) 競投人士或其股東或成員、董事、人員、僱員、代理人或承判商曾經或正在作出或牽涉任何行為或活動而：
 - (i) 違反任何國家安全法律；
 - (ii) 構成或導致任何危害國家安全罪行；
 - (iii) 政府合理地認為可能構成或導致任何危害國家安全罪行；或
 - (iv) 政府合理地認為不利於或可能不利於國家安全或香港的公眾利益；或
- (b) 政府合理地認為，為維護國家安全，或為保障香港的公眾利益，有必要從現有報價工作中剔除有關競投人士。

政府就上文第(a)(iii)、(iv)段和第(b)段所述情況是否出現而作出的裁決，屬最終裁決，並對競投人士具約束力。根據第 26 段取消競投人士資格並撤銷任何依據本報價公告條款發出的接納信，而無須作出補償後，隨相關獲選報價書附上作為部分保證金及繳付作為保證金餘數的任何款項，將會全數充公，作為協定賠償金而不是作為罰款，但此舉不影響政府就違約而提起損害賠償訴訟的權利。同時，政府有權把該處所的租用權批予他人，或邀請報價，或在其認為適當的時候，以其認為適當的方式處置該處所。

27. 競投人士或成功競投人士(視情況而定)亦須承擔所有費用，包括但不限於海事處在是次報價工作及其後任何報價工作中因取消資格或終止協議而引致或附帶的費用及開支。

28. 在報價文件中：

- (a) 「競投人士」指在報價表格內列名為競投人士，並具有法律地位及行為能力以遞交報價書、簽訂及履行租約的人；如競投人士以代理人身分代表其主競投人士遞交報價書，則為主競投人士；
- (b) 「國家安全」具有《維護國家安全條例》(2024 年第 6 號)給予該詞的涵義；
- (c) 「國家安全法」指不時在香港生效或適用於香港的所有與維護國家安全有關的法律及法例，包括根據《2020 年全國性法律公布》(2020 年第 136 號法律公告)在香港實施的《中華人民共和國香港特別行政區維護國家安全法》及《維護國家安全條例》；
- (d) 「危害國家安全的罪行」具有《維護國家安全條例》給予該詞的涵義；以及
- (e) 為免生疑問，「作出」及「牽涉」兩詞或其變體詞包括協助、教唆、慫使、煽惑、促使或促致他人履行或不履行作為或事宜的行為。

29. 政府有權修改報價公告、報價表格及其夾附租約大綱的任何條款及條件。上述文件的修訂形式將為書面形式的增訂附錄，並會以郵寄方式送交據政府所知已取得上述文件的所有有意競投人士。

30. 此為報價公告及報價表格的中文譯本。如對本報價公告及報價表格的詮釋有任何懷疑或爭議，又或本報價公告及報價表格的中英文版本有任何歧義，當以政府在英文本所表達的原意為準。

附表

1. 該處所現時的管理費及空調費分別定為每曆月港幣 1,304 元及港幣 762 元，不得作任何扣減或抵銷。政府可根據類似租約大綱第(2)(i)條的租約條文不時增加或修訂該等費用。
2. 競投人士須注意：
 - (a) 將會納入租約的租約大綱附表 3 特別條件第(2)條載有條款及條件，規管承租人(即成功競投人士)向政府支付其內文所定義的保證金及當租約期滿或提早終止時退還上述保證金。具體而言，根據將會納入租約的租約大綱附表 3 特別條件第(2)(a)條，承租人繳付的保證金(金額相等於成功競投人士在報價表格第 1 段提出的三(3)個月固定月租或政府與成功競投人士按本報價公告第 2 段進行商議後同意的金額)會存放於業主，以保證租約訂明的租金、管理費、空調費、電費、公用設施費用、差餉、稅項、評稅、關稅、費用及其他支出獲如期繳付，並保證政府已經或將會就任何處所向承租人(即成功競投人士)批出的任何其他租賃協議、租契或發牌協議(以下簡稱「其他協議」)的租金、牌照費、管理費、空調費、電費、公用設施費用、地租、差餉、稅項、評稅、關稅、費用及其他支出獲如期繳付，以及保證租約及其他協議保留和載有的全部及個別協議、契約、條文、條件、條款及規定得到承租人妥為履行和遵守。在本租約的整段有效期內，保證金須一直存放於業主處，承租人無權收取任何利息。根據將會納入租約的租約大綱附表 3 特別條件第(2)(b)條，租約期滿或提早終止時，如有欠繳租約所載的任何租金、管理費、空調費、電費、公用設施費用、差餉、稅項、評稅、關稅、費用及其他支出，以及任何應繳利息，及／或欠繳其他協議訂明的任何應繳租金、牌照費、管理費、空調費、電費、公用設施費用、地租、差餉、稅項、評稅、關稅、費用及其他支出，以及欠繳任何就該等欠款而須支付的利息，政府可把保證金用作支付該等欠款。政府亦有權從上述保證金扣除用作向政府或其他公司(視情況而定)支付該等欠款的金額，或如有任何違反租約或其他協議所載協議、契約、條文、條件、條款或規定的情況，政府可使用保證金(在可能範圍內)作出補救，並只須向承租人(即成功競投人士)支付該筆保證金的餘額(如有的話)，但此舉並不影響政府可能就有關違反事項向承租人(即成功競投人士)提出的任何其他申索或補償；

- (b) 根據將會納入租約的租約大綱附表 3 特別條件第(5)(a)條，在該處所上、該處所內或該處所周邊豎立或安裝的間隔，高度不得超過從該處所樓面水平量起 2.3 米或由業主書面批准的高度；
- (c) 根據將會納入租約的租約大綱附表 3 特別條件第(5)(b)(i)條，承租人(即成功競投人士)就該處所展開任何裝修工程前，必須事先向業主及建築署署長呈交所有圖則和規格(包括透視圖、詳圖及電路圖)，並取得業主及建築署署長書面批准；
- (d) 根據將會納入租約的租約大綱附表 3 特別條件第(8)條，業主有權在租約期內因火警、暴風雨或損壞、天災、維修或保養或修改港澳碼頭建築規格、任何緊急情況，或海事處處長行使《船舶及港口管制條例》(第 313 章)及其附屬法例(包括《船舶及港口管制(渡輪終點碼頭)規例》(第 313H 章))所賦予的權力，或業主認為恰當或充分的任何其他理由，在未有事先通知承租人(即成功競投人士)的情況下，在完全由業主酌情認為合適的時間和持續時間內，關閉和禁止進入港澳碼頭全部或部分範圍(包括該處所)及／或暫停該業務。如有這種關閉或暫停經營業務的情況，業主及海事處處長無須為承租人因關閉處所或暫停經營業務而蒙受的任何損失或招致的任何開支負上法律責任，承租人無權就此申索任何補償；
- (e) 根據將會納入租約的租約大綱附表 3 特別條件第(23)(b)條，承租人(即成功競投人士)不得在該處所範圍外進行、經營或運作租約大綱附表 1 所指定的該業務；
- (f) 根據將會納入租約的租約大綱附表 3 特別條件第(24)條，除使用微波爐及小型家用電器翻熱食物外，承租人(即成功競投人士)不得在該處所烹煮、翻熱或配製任何食物；
- (g) 根據將會納入租約的租約大綱附表 3 特別條件第(37)(a)條，承租人(即成功競投人士)須確認知悉，在租約大綱所訂立的租期內，港澳碼頭可能須進行翻新工程，包括但不限於港澳碼頭的內牆、外牆、地板和簷篷(如有)翻新工程。承租人須依循和接受業主可能以書面通知承租人就有關翻新工程所建議的臨時安排，並同意業主在港澳碼頭內外或該處所前豎設有關臨時構築物，以進行上述翻新工程。承租人無權就以下事項向業主提出申索：(a)因上述翻新工程直接或間接引起或與之相關的任何損失、損壞或賠償；或(b)承租人因依循和接受有關翻新工程所引致的任何臨時安排而招致的任何費用或開支；

- (h) 根據將會納入租約的租約大綱附表 3 特別條件第(38)條，承租人(即成功競投人士)須於租約期內，在業主不時全權酌情指定的營業日及／或營業時間內，在該處所經營租約大綱附表 1 所指明的該業務，惟該業務僅限在港澳碼頭內進行。業主可在租約期內的任何時間完全由其酌情不時修訂或變更有關營業日及／或營業時間，並可將該處所的營業時間指定為每天二十四(24)小時。業主在租約期內可不時向承租人發出書面通知，並根據業主決定的條款，修訂或變更該處所的營業日及／或營業時間。如該處所的營業日及／或營業時間有任何修訂或更改，承租人不得就該處所營業日及／或營業時間的修訂或變更提出任何異議，亦不得因該處所營業日及／或營業時間的修訂或變更所導致或引致的任何收入損失，或因履行租約的成本及開支增加，而向業主或獲授權人士或任何公職人員申索任何性質的賠償或寬免。承租人無權獲退回已繳付的租金、管理費、空調費、電費、公用設施費用、其他費用或其任何部分，亦無權申索租金、管理費、空調費、電費、公用設施費用或其他費用的任何扣減；
- (i) 根據將會納入租約的租約大綱附表 3 特別條件第(40)條規定，該處所的每一扇門均不得向外開啓；
- (j) 根據將會納入租約的租約大綱附表 3 特別條件第(41)條，承租人(即成功競投人士)不得在該處所或其任何部分使用或准許或容受他人使用任何液化石油氣、煤氣、焗爐或燃點火堆或火焰；
- (k) 根據將會納入租約的租約大綱附表 3 特別條件第(44)條規定，該處所內的附加荷載不得超過每平方米 5.0 千牛頓，以免使該處所及港澳碼頭內任何現有構築物的安全程度不足夠，或損害任何現有構築物的結構完整及穩定性，或使任何現有構築物受損；
- (l) 根據將會納入租約的租約大綱附表 3 特別條件第(46)條，在事先獲得業主書面批准並獲得海事處處長根據《船舶及港口管制(渡輪終點碼頭)規例》(第 313H 章)第 29 條發出的書面允許的前提下(如獲批，業主及海事處處長可施加下列限制：(a)准許在該處所內銷售或提供的貨品及服務；以及(b)業主或海事處處長認為合適的其他條件)，承租人可將該處所或其任何部分用於零售及／或提供服務(不包括遊戲機中心／互聯網遊戲中心、場外投注站、麻雀館、免稅商店，以及使用微波爐及小型家用電器以外的設備烹煮或翻熱食物)。在該處所內銷售的貨品種類及／或類別，不得包括香煙、雪茄或其他煙草產品、免稅酒及煙草、葡萄酒，以及《進出口條例》(第 60 章)、該條例下任何規例和任何修

訂法例所禁售的貨品或商品。業主及海事處處長就是否給予承租人上述批准所作的決定，以及所施加的限制或條件，屬最終決定及不可推翻，並對承租人有約束力；

- (m) 根據將會納入租約的租約大綱附表 3 特別條件第(47)條，承租人(即成功競投人士)須遵守有關提供即棄餐具的限制；
- (n) 根據將會納入租約的租約大綱附表 3 特別條件第(48)條，除根據《船舶及港口管制條例》(第 313 章)及其附屬法例(包括《船舶及港口管制(渡輪終點碼頭)規例》(第 313H 章))規定須取得的通行證外，承租人(即成功競投人士)須在生效日期(定義見租約附表 1)起計六(6)個曆月內，就在租約期內使用和佔用該處所一事，自行支付費用及開支，為承租人及／或其員工或僱員取得業主簽發的碼頭禁區通行證。如承租人未能在生效日期(定義見租約附表 1)起計六(6)個曆月內取得上述碼頭禁區通行證及根據《船舶及港口管制條例》(第 313 章)及其附屬法例(包括《船舶及港口管制(渡輪終點碼頭)規例》(第 313H 章))規定須取得的通行證(以下統稱「通行證」)，或在租約期內未能為該等通行證續期，或未能遵守及遵從業主或海事處處長不時施加的所有指示、指令或條件，或該等通行證被業主或海事處處長(視乎情況而定)取消或撤銷，業主有權事先給予承租人不少於一(1)個曆月書面通知，隨時終止租約，而業主無須就此向承租人發放任何補償或給予任何性質的寬免，亦不會損害業主因終止租約而對業主造成的任何損失及損害所引致的任何權利和補救措施，而承租人對該處所及承租人根據本租約在該處所安裝的所有固定裝置、裝置及設備並不享有任何形式的剩餘權利。本租約將於有關通知指定的生效日期當日終止；
- (o) 根據將會納入租約的租約大綱第(2)(e)(ii)條，承租人(即成功競投人士)同意須在收到業主發出的繳款通知書後十四(14)天內，就供應予該處所所耗用的所有電力向業主支付全部費用，該繳款通知書可按月發出，或按業主決定的其他相隔時間發出。業主將根據由業主為該處所安裝的電力分錶讀數，基於該處所的耗電量，全權酌情釐定電費，而有關費用應包括由業主全權酌情釐定的行政費用，且屬最終決定及不可推翻，並對承租人有約束力。如有關費用在業主指定的到期日仍未支付，則應按香港上海滙豐銀行有限公司當時最優惠利率加百分之二(2%)計算利息，而有關利息應一併構成承租人欠業主的債項，並可隨即透過訴訟追討。為免生疑問，在租約期內，該處所的電力供應和連接已存在，並由業主隨時進行保養，以支援該處所最多 7.04 千瓦的用電量；

- (p) 根據將會納入租約的租約大綱第(4)(q)條，租約須受香港法律規管，並按照香港法律詮釋；
- (q) 根據將會納入租約的租約大綱第(4)(w)條，雙方(承租人(即成功競投人士)及業主)同意，就租約所產生或與其有關的爭議或歧見，將受香港法院的專屬司法管轄權管轄；以及
- (r) 根據將會納入租約的租約大綱附表 1，承租人(即成功競投人士)須經營該業務(定義見該附表 1)，而該業務須開放予所有公眾人士。

FORM OF QUOTATION

**QUOTATION FOR A TENANCY RELATING TO
SHOP NO. 9 AT THE RESTRICTED AREA ON DECK 3, OUTER PIER OF
HONG KONG-MACAO FERRY TERMINAL, SHEUNG WAN, HONG KONG
(Quotation Reference No.: MFT2009)**

Quotation for a tenancy relating to Shop No. 9 at the Restricted Area on Deck 3, Outer Pier of Hong Kong-Macao Ferry Terminal, Sheung Wan, Hong Kong having a total floor area of 13.17 square metres or thereabouts (hereinafter referred to as “the Premises”) as shown for identification purpose only coloured pink on the plan (Plan No. MFT2009) annexed to the form of Tenancy Agreement annexed to the Quotation Notice in respect of the Premises (hereinafter referred to as “the Form of Tenancy Agreement”) on such terms and conditions as set out in the Form of Tenancy Agreement and at the fixed monthly rental specified below.

To : The Chairman,
Quotation Opening Committee,
Government Dockyard,
Marine Department,
Marine Department Quotation Box,
G/F, Block K,
Government Dockyard,
Stonecutters Island,
Ngong Shung Road,
Sham Shui Po, Kowloon,
Hong Kong

I/We, _____
(name of bidder)

of _____
(address of bidder)

having read the Quotation Documents as defined in paragraph 23(a) of the Quotation Notice and examined the plan (Plan No. MFT2009) annexed to the Form of Tenancy Agreement and in consideration of the Government agreeing to consider my/our quotation in accordance with the terms and conditions of the Quotation Documents, hereby (a) agree to be bound by all the terms and conditions set out in the Quotation Documents and (b) offer to rent the Premises from the Government of the Hong Kong Special Administrative Region of the People’s Republic of China (hereinafter referred to as “the Government”) at a **FIXED** monthly rental of Hong Kong Dollars _____ only (HK\$ _____) (exclusive of management fees, air-conditioning charges, electricity charges, utility services charges, rates, taxes, assessments, duties, charges and any other outgoings

whatsoever) for a term of three (3) years commencing on the Date of Commencement (as defined in the First Schedule to the Form of Tenancy Agreement) and on such terms and conditions as set out in the Form of Tenancy Agreement.

2. If this quotation is accepted, the bidder shall enter into the Tenancy Agreement as mentioned in paragraph 11 of the Quotation Notice with the Government, whereby the bidder shall be the Tenant and the Government as represented by the Marine Department shall be the Landlord of the Premises.

3. A **CASHIER'S ORDER** for Hong Kong Dollars _____ only (HK\$ _____), which is equivalent to one month's rent offered as mentioned in paragraph 7 of the Quotation Notice, issued by a bank (being a bank duly licensed under section 16 of the Banking Ordinance (Cap. 155)) made payable to "**The Government of the Hong Kong Special Administrative Region**" is submitted herewith as part payment of the Security Deposit (as defined in Special Condition No. 2(a) of the Third Schedule to the Form of Tenancy Agreement) as required under the Tenancy Agreement if my/our quotation is accepted. / A **CHEQUE** for Hong Kong Dollars _____ only (HK\$ _____), which is equivalent to one month's rent offered as mentioned in paragraph 7 of the said Quotation Notice, **certified good for payment** up to the 18th day of September 2026 by the bank on which it is drawn (being a bank duly licensed under section 16 of the Banking Ordinance (Cap. 155)) made payable to "**The Government of the Hong Kong Special Administrative Region**" is submitted herewith as part payment of the Security Deposit as required under the Tenancy Agreement if my/our quotation is accepted.

4. I/We understand that the Government reserves the right to negotiate with any bidder about the terms and conditions of the offer including the fixed monthly rental (exclusive of management fees, air-conditioning charges, electricity charges, utility services charges, rates, taxes, assessments, duties, charges and any other outgoings whatsoever) offered by me/us in paragraph 1 of this Form of Quotation pursuant to paragraph 2 of the Quotation Notice and the use of the Premises is restricted to the purposes as set out in the First Schedule to the Form of Tenancy Agreement.

5. (a) **I/We understand that the Government reserves the right to disclose the identity of the successful bidder and its holding company (if any) and to announce the quotation results in accordance with paragraph 9(d) of the Quotation Notice.**

(b) **I/We consent that the Government and its officers may use all personal data submitted by me/us in accordance with paragraph 19(b) of the Quotation Notice together with any information on my/ our performance or breach of any terms and conditions of the tenancy or licence of any Government**

sites or premises, whether past, current or future (collectively, “data and information”), for consideration of this quotation by the Government, and the Marine Department may use the data and information for such purpose and may transfer the data and information to other Government departments to be used for such purpose; and that the data and information may also be used for consideration of other quotations by the Government at any time, and that the data and information may be used by the Marine Department for such purpose and may be transferred by the Marine Department to other Government departments to be used for such purpose.

- (c) **I/We also confirm that for the avoidance of doubt and for the purposes of the Personal Data (Privacy) Ordinance (Cap. 486) or otherwise, the provisions in paragraph 19 of the Quotation Notice and the provisions in paragraph 5 of this Form of Quotation including the consent stated therein shall remain in full force and effect notwithstanding that this quotation is not accepted by the Government. Where the quotation is accepted by the Government, the said provisions and consent shall survive the execution of the Tenancy Agreement, and shall remain in full force and effect notwithstanding the expiry or early termination of the tenancy.**

6. I/We agree to keep my/our offer open for acceptance by the Government until the 18th day of September 2026 and to be bound by the terms and conditions of the Quotation Notice.

7. (a) I/We warrant that up to the date hereof, other than the Excepted Communications referred to in paragraph 7(c) hereof, I/we and my/our directors, employees and agents had not:

- (i) communicated to any person the amount of the rent offered;
- (ii) adjusted the amount of the rent offered by arrangement with any person;
- (iii) made any arrangement with any person about whether or not I/we or that other person should or should not offer or submit quotation; or
- (iv) otherwise colluded with any person in any manner whatsoever.

(b) I/We warrant that at any time hereinafter until the quotation is awarded, other than the Excepted Communications referred to in paragraph 7(c) hereof, I/we and my/our directors, employees and agents will not:

- (i) communicate to any person other than the Marine Department

- the amount of the rent offered;
 - (ii) adjust the amount of the rent offered by arrangement with any person;
 - (iii) make any arrangement with any person about whether or not I/we or that other person should or should not offer or submit quotation; or
 - (iv) otherwise collude with any person in any manner whatsoever.
- (c) The expression “Excepted Communications” means my/our directors’, employees’ and agents’ communications in strict confidence with:
- (i) my/our own insurers or brokers to obtain an insurance quotation for computation of the rent offered; and
 - (ii) my/our consultants or sub-contractors to solicit their assistance in preparation of quotation submission.

Dated the _____ day of _____ 2026.

In the case of a sole proprietorship, the sole proprietor must sign and in the case of a partnership or other body unincorporate, all the partners/principal officers must sign:

Name(s) of sole proprietor/partners/principal officers	Signature(s)

Signature of Witness: _____

Name of Witness (in block letters): _____

Occupation: _____

Address: _____

In the case of a corporate body:

Execution by the bidder in accordance with sections 127(3) and 127(5) of the Companies Ordinance (Cap. 622):

In the case of a company with only one director, signed by the director for and on the company's behalf:

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

Signature of Witness: _____

Name of Witness (in block letters): _____

Occupation: _____

Address: _____

In the case of a company with 2 or more directors, signed by (i) the 2 directors or any 2 of the directors for and on the company's behalf; or (ii) any of the directors and the company secretary of the company for and on the company's behalf:

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

Signature of Witness: _____

Name of Witness (in block letters): _____

Occupation: _____

Address: _____

Information of bidder

(If the bidder is a person trading as a firm or business in sole proprietorship or are persons trading as a firm or business in partnership or other body unincorporate, Part A should be completed. If the bidder is a corporate body, Part B should be completed. If the bidder acts as an agent, Part C should be completed in addition to Part A or Part B, as the case may be.)

Part A (Please read the note below before completing this Part)

*In the case of a sole proprietorship, this quotation must be made in the name of the sole proprietor. In the case of a partnership or other body unincorporate, the quotation must be made in the names of all the partners/principal officers. A copy of the **valid** Business Registration Certificate as well as Certified Extracts of Information on the Business Register from the Commissioner of Inland Revenue containing the name of the sole proprietor or the names of all the partners/principal officers, as the case may be, of the said firm or business or body unincorporate should be enclosed with this Form of Quotation.*

Sole proprietor/all partners/principal officers:

1.

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

2.

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

3.

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

4.

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

trading in the Hong Kong Special Administrative Region of the People's Republic of China under the name of:

Name of firm / business: _____

Address of firm / business: _____

Business Registration Number: _____

Part B (Please read the note below before completing this Part.)

*A copy each of the **valid** Business Registration Certificate, the Certificate of Incorporation, the Articles of Association, the Incorporation Form (where the first Annual Return of the Corporation has not been filed with the Companies Registry as at the date of quotation submission), the latest Annual Return (if any), the Notice of Change of Company Secretary and Director (if any) and the Notice of Change in Particulars of Company Secretary and Director (if any) filed with the Companies Registry giving details of the current shareholders and directors of the company should be enclosed with this Form of Quotation. The original copies of the above documents must be produced for inspection on demand. Please also refer to paragraphs 9 and 10 of the Quotation Notice.*

Company Number: _____

Registered Office of bidder: _____

Business Registration Number: _____

Name of contact person (in block letters): _____

Telephone No.: _____ Facsimile No.: _____

Name of holding company (if applicable): _____

Address of holding company (in block letters): _____

Name of contact person (in block letters): _____

Telephone No.: _____ Facsimile No.: _____

Part C (Please read the note below before completing this Part.)

A copy of the relevant agency agreement or written confirmation from the bidder's principal showing that the person who signs the quotation is acting as an agent for the submission of the quotation to the Government only and matters incidental thereto should be enclosed with this Form of Quotation. The original copy of the above document(s) must be produced for inspection on demand. Please also refer to paragraph 9(b) of the Quotation Notice.

Name of principal: _____

Address of principal (in block letters): _____

Name(s) of contact person(s) of principal (in block letters):

Provision of Personal Data

The personal data collected by means of this Form of Quotation will be used and may be disclosed to other Government departments as set out in paragraph 19 of the Quotation Notice and paragraph 5 of this Form of Quotation. An individual to whom personal data belongs and who wishes to access to or correct his personal data in this Form of Quotation pursuant to the Personal Data (Privacy) Ordinance (Cap. 486) is requested to contact the Personal Data (Privacy) Officer of the Marine Department at the address referred to in paragraph 20 of the said Quotation Notice.

FORM OF QUOTATION

**QUOTATION FOR A TENANCY RELATING TO
SHOP NO. 9 AT THE RESTRICTED AREA ON DECK 3, OUTER PIER OF
HONG KONG-MACAO FERRY TERMINAL, SHEUNG WAN, HONG KONG
(Quotation Reference No.: MFT2009)**

Quotation for a tenancy relating to Shop No. 9 at the Restricted Area on Deck 3, Outer Pier of Hong Kong-Macao Ferry Terminal, Sheung Wan, Hong Kong having a total floor area of 13.17 square metres or thereabouts (hereinafter referred to as “the Premises”) as shown for identification purpose only coloured pink on the plan (Plan No. MFT2009) annexed to the form of Tenancy Agreement annexed to the Quotation Notice in respect of the Premises (hereinafter referred to as “the Form of Tenancy Agreement”) on such terms and conditions as set out in the Form of Tenancy Agreement and at the fixed monthly rental specified below.

To : The Chairman,
Quotation Opening Committee,
Government Dockyard,
Marine Department,
Marine Department Quotation Box,
G/F, Block K,
Government Dockyard,
Stonecutters Island,
Ngong Shung Road,
Sham Shui Po, Kowloon,
Hong Kong

I/We, _____
(name of bidder)

of _____
(address of bidder)

having read the Quotation Documents as defined in paragraph 23(a) of the Quotation Notice and examined the plan (Plan No. MFT2009) annexed to the Form of Tenancy Agreement and in consideration of the Government agreeing to consider my/our quotation in accordance with the terms and conditions of the Quotation Documents, hereby (a) agree to be bound by all the terms and conditions set out in the Quotation Documents and (b) offer to rent the Premises from the Government of the Hong Kong Special Administrative Region of the People’s Republic of China (hereinafter referred to as “the Government”) at a **FIXED** monthly rental of Hong Kong Dollars _____ only (HK\$ _____) (exclusive of management fees, air-conditioning charges, electricity charges, utility services charges, rates, taxes, assessments, duties, charges and any other outgoings

whatsoever) for a term of three (3) years commencing on the Date of Commencement (as defined in the First Schedule to the Form of Tenancy Agreement) and on such terms and conditions as set out in the Form of Tenancy Agreement.

2. If this quotation is accepted, the bidder shall enter into the Tenancy Agreement as mentioned in paragraph 11 of the Quotation Notice with the Government, whereby the bidder shall be the Tenant and the Government as represented by the Marine Department shall be the Landlord of the Premises.

3. A **CASHIER'S ORDER** for Hong Kong Dollars _____ only (HK\$ _____), which is equivalent to one month's rent offered as mentioned in paragraph 7 of the Quotation Notice, issued by a bank (being a bank duly licensed under section 16 of the Banking Ordinance (Cap. 155)) made payable to "**The Government of the Hong Kong Special Administrative Region**" is submitted herewith as part payment of the Security Deposit (as defined in Special Condition No. 2(a) of the Third Schedule to the Form of Tenancy Agreement) as required under the Tenancy Agreement if my/our quotation is accepted. / A **CHEQUE** for Hong Kong Dollars _____ only (HK\$ _____), which is equivalent to one month's rent offered as mentioned in paragraph 7 of the said Quotation Notice, **certified good for payment** up to the 18th day of September 2026 by the bank on which it is drawn (being a bank duly licensed under section 16 of the Banking Ordinance (Cap. 155)) made payable to "**The Government of the Hong Kong Special Administrative Region**" is submitted herewith as part payment of the Security Deposit as required under the Tenancy Agreement if my/our quotation is accepted.

4. I/We understand that the Government reserves the right to negotiate with any bidder about the terms and conditions of the offer including the fixed monthly rental (exclusive of management fees, air-conditioning charges, electricity charges, utility services charges, rates, taxes, assessments, duties, charges and any other outgoings whatsoever) offered by me/us in paragraph 1 of this Form of Quotation pursuant to paragraph 2 of the Quotation Notice and the use of the Premises is restricted to the purposes as set out in the First Schedule to the Form of Tenancy Agreement.

5. (a) **I/We understand that the Government reserves the right to disclose the identity of the successful bidder and its holding company (if any) and to announce the quotation results in accordance with paragraph 9(d) of the Quotation Notice.**
- (b) **I/We consent that the Government and its officers may use all personal data submitted by me/us in accordance with paragraph 19(b) of the Quotation Notice together with any information on my/ our performance or breach of any terms and conditions of the tenancy or licence of any Government**

sites or premises, whether past, current or future (collectively, “data and information”), for consideration of this quotation by the Government, and the Marine Department may use the data and information for such purpose and may transfer the data and information to other Government departments to be used for such purpose; and that the data and information may also be used for consideration of other quotations by the Government at any time, and that the data and information may be used by the Marine Department for such purpose and may be transferred by the Marine Department to other Government departments to be used for such purpose.

- (c) **I/We also confirm that for the avoidance of doubt and for the purposes of the Personal Data (Privacy) Ordinance (Cap. 486) or otherwise, the provisions in paragraph 19 of the Quotation Notice and the provisions in paragraph 5 of this Form of Quotation including the consent stated therein shall remain in full force and effect notwithstanding that this quotation is not accepted by the Government. Where the quotation is accepted by the Government, the said provisions and consent shall survive the execution of the Tenancy Agreement, and shall remain in full force and effect notwithstanding the expiry or early termination of the tenancy.**

6. I/We agree to keep my/our offer open for acceptance by the Government until the 18th day of September 2026 and to be bound by the terms and conditions of the Quotation Notice.

7. (a) I/We warrant that up to the date hereof, other than the Excepted Communications referred to in paragraph 7(c) hereof, I/we and my/our directors, employees and agents had not:

- (i) communicated to any person the amount of the rent offered;
- (ii) adjusted the amount of the rent offered by arrangement with any person;
- (iii) made any arrangement with any person about whether or not I/we or that other person should or should not offer or submit quotation; or
- (iv) otherwise colluded with any person in any manner whatsoever.

(b) I/We warrant that at any time hereinafter until the quotation is awarded, other than the Excepted Communications referred to in paragraph 7(c) hereof, I/we and my/our directors, employees and agents will not:

- (i) communicate to any person other than the Marine Department

- the amount of the rent offered;
 - (ii) adjust the amount of the rent offered by arrangement with any person;
 - (iii) make any arrangement with any person about whether or not I/we or that other person should or should not offer or submit quotation; or
 - (iv) otherwise collude with any person in any manner whatsoever.
- (c) The expression “Excepted Communications” means my/our directors’, employees’ and agents’ communications in strict confidence with:
- (i) my/our own insurers or brokers to obtain an insurance quotation for computation of the rent offered; and
 - (ii) my/our consultants or sub-contractors to solicit their assistance in preparation of quotation submission.

Dated the _____ day of _____ 2026.

In the case of a sole proprietorship, the sole proprietor must sign and in the case of a partnership or other body unincorporate, all the partners/principal officers must sign:

Name(s) of sole proprietor/partners/principal officers	Signature(s)

Signature of Witness: _____

Name of Witness (in block letters): _____

Occupation: _____

Address: _____

In the case of a corporate body:

Execution by the bidder in accordance with sections 127(3) and 127(5) of the Companies Ordinance (Cap. 622):

In the case of a company with only one director, signed by the director for and on the company's behalf:

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

Signature of Witness: _____

Name of Witness (in block letters): _____

Occupation: _____

Address: _____

In the case of a company with 2 or more directors, signed by (i) the 2 directors or any 2 of the directors for and on the company's behalf; or (ii) any of the directors and the company secretary of the company for and on the company's behalf:

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

Signature of Witness: _____

Name of Witness (in block letters): _____

Occupation: _____

Address: _____

Information of bidder

(If the bidder is a person trading as a firm or business in sole proprietorship or are persons trading as a firm or business in partnership or other body unincorporate, Part A should be completed. If the bidder is a corporate body, Part B should be completed. If the bidder acts as an agent, Part C should be completed in addition to Part A or Part B, as the case may be.)

Part A (Please read the note below before completing this Part)

*In the case of a sole proprietorship, this quotation must be made in the name of the sole proprietor. In the case of a partnership or other body unincorporate, the quotation must be made in the names of all the partners/principal officers. A copy of the **valid** Business Registration Certificate as well as Certified Extracts of Information on the Business Register from the Commissioner of Inland Revenue containing the name of the sole proprietor or the names of all the partners/principal officers, as the case may be, of the said firm or business or body unincorporate should be enclosed with this Form of Quotation.*

Sole proprietor/all partners/principal officers:

1.

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

2.

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

3.

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

4.

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

trading in the Hong Kong Special Administrative Region of the People's Republic of China under the name of:

Name of firm / business: _____

Address of firm / business: _____

Business Registration Number: _____

Part B (Please read the note below before completing this Part.)

*A copy each of the **valid** Business Registration Certificate, the Certificate of Incorporation, the Articles of Association, the Incorporation Form (where the first Annual Return of the Corporation has not been filed with the Companies Registry as at the date of quotation submission), the latest Annual Return (if any), the Notice of Change of Company Secretary and Director (if any) and the Notice of Change in Particulars of Company Secretary and Director (if any) filed with the Companies Registry giving details of the current shareholders and directors of the company should be enclosed with this Form of Quotation. The original copies of the above documents must be produced for inspection on demand. Please also refer to paragraphs 9 and 10 of the Quotation Notice.*

Company Number: _____

Registered Office of bidder: _____

Business Registration Number: _____

Name of contact person (in block letters): _____

Telephone No.: _____ Facsimile No.: _____

Name of holding company (if applicable): _____

Address of holding company (in block letters): _____

Name of contact person (in block letters): _____

Telephone No.: _____ Facsimile No.: _____

Part C (Please read the note below before completing this Part.)

A copy of the relevant agency agreement or written confirmation from the bidder's principal showing that the person who signs the quotation is acting as an agent for the submission of the quotation to the Government only and matters incidental thereto should be enclosed with this Form of Quotation. The original copy of the above document(s) must be produced for inspection on demand. Please also refer to paragraph 9(b) of the Quotation Notice.

Name of principal: _____

Address of principal (in block letters): _____

Name(s) of contact person(s) of principal (in block letters):

Provision of Personal Data

The personal data collected by means of this Form of Quotation will be used and may be disclosed to other Government departments as set out in paragraph 19 of the Quotation Notice and paragraph 5 of this Form of Quotation. An individual to whom personal data belongs and who wishes to access to or correct his personal data in this Form of Quotation pursuant to the Personal Data (Privacy) Ordinance (Cap. 486) is requested to contact the Personal Data (Privacy) Officer of the Marine Department at the address referred to in paragraph 20 of the said Quotation Notice.

報價表格

就香港上環港澳碼頭
外碼頭第 3 層限制區第 9 號鋪位的租用權
提出報價

(報價編號：MFT2009)

現按照前述的報價公告及其夾附租約大綱(以下簡稱「租約大綱」)所訂明的條款及條件，並以下文指明的固定月租，就香港上環港澳碼頭外碼頭第 3 層限制區第 9 號鋪位(以下簡稱「該處所」)的租用權提交報價書。該處所的整體樓面面積約 13.17 平方米，位置於租約大綱夾附的圖則(圖則編號：MFT2009)內以粉紅色標示，以資識別。

致： 香港九龍深水埗
昂船洲昂船路政府船塢 K 座地下
海事處報價書收集箱
拆閱報價書委員會主席

本人／我們 _____，
(競投人士姓名或名稱)

地址為 _____
(競投人士地址)

經細讀報價公告第 23(a)段所定義的報價文件，並審閱租約大綱所夾附的圖則(圖則編號：MFT2009)，且慮及政府同意根據報價文件的條款及條件考慮本人／我們的報價，現(a)同意受報價文件的所有條款及條件約束，以及(b)提議按照租約大綱所載的條款及條件，以固定月租港幣_____元正(HK\$_____)(不包括管理費、空調費、電費、公用設施費用、差餉、稅項、評稅、關稅、費用及任何其他支出)，向中華人民共和國香港特別行政區政府(以下簡稱「政府」)承租該處所。租期為三年，由生效日期(定義見租約大綱附表 1)起生效。

2. 本報價書如獲接納，競投人士須與政府訂立報價公告第11段所提述的租約，其中競投人士為承租人，政府(由海事處代表)則為該處所的業主。

3. 現按前述報價公告第 7 段所述，附上港幣_____元正(HK\$_____)(即相等於一個月租金(按建議租金計算))的銀行本票，支付予「香港特別行政區政府」，付款銀行為根據《銀行業條例》(第 155 章)第 16 條的規定獲妥為發牌的銀行。本人／我們的報價書如獲接

納，該筆款項將用以支付租約規定的部分保證金(定義見租約大綱附表 3 特別條件第 2(a)條)。／現按前述報價公告第 7 段所述，附上港幣_____元正(HK\$_____)(即相等於一個月租金(按建議租金計算))的支票，支付予「香港特別行政區政府」，經付款銀行(根據《銀行業條例》(第 155 章)第 16 條的規定獲妥為發牌的銀行)核證為有效，保證直到二零二六年九月十八日可獲兌現。本人／我們的報價書如獲接納，該筆租約規定的款項將用以支付部分保證金。

4. 本人／我們明白，政府保留權利，可按前述報價公告第 2 段所述，與任何競投人士商議批出租約的條款及條件，包括本人／我們在本報價表格內第 1 段提出的固定月租(不包括管理費、空調費、電費、公用設施費用、差餉、稅項、評稅、關稅、費用及任何其他支出)以及該處所只限作租約大綱附表 1 所註明的用途。

5. (a) 本人／我們明白，政府保留權利，可按前述報價公告第 9(d) 段所述，披露成功競投人士及其控權公司(如有)的身分，並公布報價結果。

(b) 本人／我們同意，政府及其人員可使用依據前述報價公告第 19(b) 段所提供的資料，以及有關本人／我們過往、現在或將來履行或違反任何政府土地或處所租約或牌照條款及條件的資料，供政府用於考慮本報價書；海事處可使用該等資料作該用途，並可把該等資料轉交其他政府部門作該用途；本人／我們亦同意，該等資料可在任何時間供政府用於考慮其他報價書，並可供海事處作該用途，又或由海事處轉交其他政府部門作該用途。

(c) 本人／我們亦確認，為免生疑問及就《個人資料(私隱)條例》(第 486 章)或其他方面而言，前述報價公告第 19 段及本報價表格第 5 段所載規定，包括當中所聲明的同意，即使本報價書不獲政府接納，仍繼續具有十足效力及作用。如報價書獲政府接納，上述規定及同意在租約簽立後仍然有效，並且儘管有關租約期滿或提早終止，仍繼續具有十足效力及作用。

6. 本人／我們同意，直到二零二六年九月十八日為止，政府可隨時接納本人／我們的報價書；本人／我們並須受前述報價公告的條款及條件約束。

7. (a) 本人／我們保證，截至本日，除本文第 7(c) 段所指的豁免通訊外，本人／我們和本人／我們的董事、僱員及代理人並沒有：

- (i) 向任何人傳達建議租金的款額；
 - (ii) 與任何人訂立安排調整建議租金的款額；
 - (iii) 與任何人就本人／我們或該其他人應否報價或提交報價書訂立任何安排；或
 - (iv) 在其他方面以任何方式與任何人串通。
- (b) 本人／我們保證，由本日至報價書批出期間的任何時間，除本文第 7(c) 段所指的豁免通訊外，本人／我們和本人／我們的董事、僱員及代理人不會：
- (i) 向海事處以外的任何人傳達建議租金的款額；
 - (ii) 與任何人訂立安排調整建議租金的款額；
 - (iii) 與任何人就本人／我們或該其他人應否報價或提交報價書訂立任何安排；或
 - (iv) 在其他方面以任何方式與任何人串通。
- (c) 「豁免通訊」一詞指本人／我們的董事、僱員及代理人：
- (i) 為索取保險報價以計算建議租金而向本人／我們的承保人或保險經紀發出受嚴格保密的通訊；以及
 - (ii) 為獲得本人／我們的顧問或分判商協助編製報價書而向他們發出受嚴格保密的通訊。

日期：二零二六年 ____月 ____日

如屬獨資經營，獨資經營人必須於下表簽署；如屬合夥或其他非屬法團的團體經營，則全體合夥人／主要高級人員必須簽署：

獨資經營人／合夥人／ 主要高級人員姓名	簽署

見證人簽署： _____

見證人姓名(請用正楷填寫)： _____

職業： _____

地址： _____

如競投人士屬法團：

競投人士按照《公司條例》(第 622 章)第 127(3) 及 127(5) 條的規定簽立：

(如屬只有一名董事的公司)由該董事代行及代表該公司簽署：

(各)獲授權人姓名(請用正楷填寫)及其職位：

見證人簽署： _____

見證人姓名(請用正楷填寫)： _____

職業： _____

地址： _____

(如屬有兩名或多於兩名董事的公司)由(i)該兩名董事或任何兩名該等董事；或(ii)該公司的任何董事及該公司的公司秘書代行及代表該公司簽署：

(各)獲授權人姓名(請用正楷填寫)及其職位：

見證人簽署： _____

見證人姓名(請用正楷填寫)： _____

職業： _____

地址： _____

競投人士資料

(競投人士如屬獨資經營商號或業務；又或屬合夥或其他非屬法團的團體經營商號或業務，須填寫 A 部。競投人士如屬法團，則須填寫 B 部。競投人士如以代理人身分行事，除須填寫 A 部或 B 部(視情況而定)外，亦須填寫 C 部。)

A 部 (填寫本部前，請先閱讀以下附註。)

競投人士如屬獨資經營，必須以獨資經營人的名義競投；如屬合夥或其他非屬法團的團體，則須以全體合夥人／主要高級人員的名義競投。前述的商號或業務或非屬法團的團體，須隨本報價表格附上有效商業登記證副本，以及由稅務局局長發出載有該商號或業務獨資經營人或全體合夥人／主要高級人員(視情況而定)姓名的商業登記冊內商號資料摘錄核證本。

獨資經營人／全體合夥人／主要高級人員：

1.

姓名(請用正楷填寫)	香港身份證號碼
電話 / 流動電話 / 傳真號碼 / /	
住址	

2.

姓名(請用正楷填寫)	香港身份證號碼
電話 / 流動電話 / 傳真號碼 / /	
住址	

3.

姓名(請用正楷填寫)	香港身份證號碼
電話 / 流動電話 / 傳真號碼 / /	
住址	

4.

姓名(請用正楷填寫)	香港身份證號碼
電話 / 流動電話 / 傳真號碼 / /	
住址	

在中華人民共和國香港特別行政區以下列名稱經營業務：

商號／業務名稱： _____

商號／業務地址： _____

商業登記號碼： _____

B 部 (填寫本部前，請先閱讀以下附註。)

競投人士須隨本報價表格附上以下文件副本各一份：**有效商業登記證**、**公司註冊證明書**、**組織章程細則**、**法團成立表格**(如在提交報價書當日仍未把法團的首份周年申報表送交公司註冊處存檔)，以及送交公司註冊處存檔載有公司全部現任股東及董事詳情的最近期周年申報表(如有)、更改公司秘書及董事通知書(如有)，以及更改公司秘書及董事詳情通知書(如有)。競投人士必須在當局提出要求時，出示上述文件正本，以供查閱。此外，請參閱前述報價公告第 9 及 10 段。

公司編號： _____

競投人士註冊辦事處： _____

商業登記號碼： _____

聯絡人姓名(請用正楷填寫)： _____

電話號碼： _____ 傳真號碼： _____

控權公司名稱(如適用)： _____

控權公司地址(請用正楷填寫)： _____

聯絡人姓名(請用正楷填寫)： _____

電話號碼： _____ 傳真號碼： _____

C 部 (填寫本部前，請先閱讀以下附註。)

競投人士須隨本報價表格附上相關代理協議副本或由競投人士的主事人發出的確認書副本，以證明報價書簽署人僅以代理人身分代表該主事人向政府提交報價書，以及處理附帶事宜。競投人士必須在當局提出要求時，出示上述文件正本，以供查閱。此外，請參閱前述報價公告第 9(b)段。

主事人姓名／名稱： _____

主事人地址(請用正楷填寫)： _____

主事人聯絡人姓名(請用正楷
填寫)： _____

提供個人資料

藉本報價表格收集的個人資料，或會按前述報價公告第 19 段及本報價表格第 5 段所述般使用，並可能向其他政府部門披露。個人資料擁有人如欲根據《個人資料(私隱)條例》(第 486 章)查閱或改正本報價表格內所填報的個人資料，請按前述報價公告第 20 段所載的地址，向海事處的個人資料(私隱)主任提出該等要求。

此頁為空白頁

報價表格就香港上環港澳碼頭
外碼頭第 3 層限制區第 9 號鋪位的租用權
提出報價

(報價編號：MFT2009)

現按照前述的報價公告及其夾附租約大綱(以下簡稱「租約大綱」)所訂明的條款及條件，並以下文指明的固定月租，就香港上環港澳碼頭外碼頭第 3 層限制區第 9 號鋪位(以下簡稱「該處所」)的租用權提交報價書。該處所的整體樓面面積約 13.17 平方米，位置於租約大綱夾附的圖則(圖則編號：MFT2009)內以粉紅色標示，以資識別。

致： 香港九龍深水埗
昂船洲昂船路政府船塢 K 座地下
海事處報價書收集箱
拆閱報價書委員會主席

本人／我們 _____，
(競投人士姓名或名稱)

地址為 _____
(競投人士地址)

經細讀報價公告第 23(a)段所定義的報價文件，並審閱租約大綱所夾附的圖則(圖則編號：MFT2009)，且慮及政府同意根據報價文件的條款及條件考慮本人／我們的報價，現(a)同意受報價文件的所有條款及條件約束，以及(b)提議按照租約大綱所載的條款及條件，以固定月租港幣_____元正(HK\$_____)(不包括管理費、空調費、電費、公用設施費用、差餉、稅項、評稅、關稅、費用及任何其他支出)，向中華人民共和國香港特別行政區政府(以下簡稱「政府」)承租該處所。租期為三年，由生效日期(定義見租約大綱附表 1)起生效。

2. 本報價書如獲接納，競投人士須與政府訂立報價公告第 11 段所提述的租約，其中競投人士為承租人，政府(由海事處代表)則為該處所的業主。

3. 現按前述報價公告第 7 段所述，附上港幣_____元正(HK\$_____)(即相等於一個月租金(按建議租金計算))的銀行本票，支付予「香港特別行政區政府」，付款銀行為根據《銀行業條例》(第 155 章)第 16 條的規定獲妥為發牌的銀行。本人／我們的報價書如獲接

納，該筆款項將用以支付租約規定的部分保證金(定義見租約大綱附表 3 特別條件第 2(a)條)。／現按前述報價公告第 7 段所述，附上港幣_____元正(HK\$_____)(即相等於一個月租金(按建議租金計算))的支票，支付予「香港特別行政區政府」，經付款銀行(根據《銀行業條例》(第 155 章)第 16 條的規定獲妥為發牌的銀行)核證為有效，保證直到二零二六年九月十八日可獲兌現。本人／我們的報價書如獲接納，該筆租約規定的款項將用以支付部分保證金。

4. 本人／我們明白，政府保留權利，可按前述報價公告第 2 段所述，與任何競投人士商議批出租約的條款及條件，包括本人／我們在本報價表格內第 1 段提出的固定月租(不包括管理費、空調費、電費、公用設施費用、差餉、稅項、評稅、關稅、費用及任何其他支出)以及該處所只限作租約大綱附表 1 所註明的用途。

5. (a) 本人／我們明白，政府保留權利，可按前述報價公告第 9(d) 段所述，披露成功競投人士及其控權公司(如有)的身分，並公布報價結果。

(b) 本人／我們同意，政府及其人員可使用依據前述報價公告第 19(b) 段所提供的資料，以及有關本人／我們過往、現在或將來履行或違反任何政府土地或處所租約或牌照條款及條件的資料，供政府用於考慮本報價書；海事處可使用該等資料作該用途，並可把該等資料轉交其他政府部門作該用途；本人／我們亦同意，該等資料可在任何時間供政府用於考慮其他報價書，並可供海事處作該用途，又或由海事處轉交其他政府部門作該用途。

(c) 本人／我們亦確認，為免生疑問及就《個人資料(私隱)條例》(第 486 章)或其他方面而言，前述報價公告第 19 段及本報價表格第 5 段所載規定，包括當中所聲明的同意，即使本報價書不獲政府接納，仍繼續具有十足效力及作用。如報價書獲政府接納，上述規定及同意在租約簽立後仍然有效，並且儘管有關租約期滿或提早終止，仍繼續具有十足效力及作用。

6. 本人／我們同意，直到二零二六年九月十八日為止，政府可隨時接納本人／我們的報價書；本人／我們並須受前述報價公告的條款及條件約束。

7. (a) 本人／我們保證，截至本日，除本文第 7(c) 段所指的豁免通訊外，本人／我們和本人／我們的董事、僱員及代理人並沒有：

- (i) 向任何人傳達建議租金的款額；
 - (ii) 與任何人訂立安排調整建議租金的款額；
 - (iii) 與任何人就本人／我們或該其他人應否報價或提交報價書訂立任何安排；或
 - (iv) 在其他方面以任何方式與任何人串通。
- (b) 本人／我們保證，由本日至報價書批出期間的任何時間，除本文第 7(c) 段所指的豁免通訊外，本人／我們和本人／我們的董事、僱員及代理人不會：
- (i) 向海事處以外的任何人傳達建議租金的款額；
 - (ii) 與任何人訂立安排調整建議租金的款額；
 - (iii) 與任何人就本人／我們或該其他人應否報價或提交報價書訂立任何安排；或
 - (iv) 在其他方面以任何方式與任何人串通。
- (c) 「豁免通訊」一詞指本人／我們的董事、僱員及代理人：
- (i) 為索取保險報價以計算建議租金而向本人／我們的承保人或保險經紀發出受嚴格保密的通訊；以及
 - (ii) 為獲得本人／我們的顧問或分判商協助編製報價書而向他們發出受嚴格保密的通訊。

日期：二零二六年 ____月 ____日

如屬獨資經營，獨資經營人必須於下表簽署；如屬合夥或其他非屬法團的團體經營，則全體合夥人／主要高級人員必須簽署：

獨資經營人／合夥人／ 主要高級人員姓名	簽署

見證人簽署： _____

見證人姓名(請用正楷填寫)： _____

職業： _____

地址： _____

如競投人士屬法團：

競投人士按照《公司條例》(第 622 章)第 127(3) 及 127(5) 條的規定簽立：

(如屬只有一名董事的公司)由該董事代行及代表該公司簽署：

(各)獲授權人姓名(請用正楷填寫)及其職位：

見證人簽署： _____

見證人姓名(請用正楷填寫)： _____

職業： _____

地址： _____

(如屬有兩名或多於兩名董事的公司)由(i)該兩名董事或任何兩名該等董事；或(ii)該公司的任何董事及該公司的公司秘書代行及代表該公司簽署：

(各)獲授權人姓名(請用正楷填寫)及其職位：

見證人簽署： _____

見證人姓名(請用正楷填寫)： _____

職業： _____

地址： _____

競投人士資料

(競投人士如屬獨資經營商號或業務；又或屬合夥或其他非屬法團的團體經營商號或業務，須填寫 A 部。競投人士如屬法團，則須填寫 B 部。競投人士如以代理人身分行事，除須填寫 A 部或 B 部(視情況而定)外，亦須填寫 C 部。)

A 部 (填寫本部前，請先閱讀以下附註。)

競投人士如屬獨資經營，必須以獨資經營人的名義競投；如屬合夥或其他非屬法團的團體，則須以全體合夥人／主要高級人員的名義競投。前述的商號或業務或非屬法團的團體，須隨本報價表格附上有效商業登記證副本，以及由稅務局局長發出載有該商號或業務獨資經營人或全體合夥人／主要高級人員(視情況而定)姓名的商業登記冊內商號資料摘錄核證本。

獨資經營人／全體合夥人／主要高級人員：

1.

姓名(請用正楷填寫)	香港身份證號碼
電話 / 流動電話 / 傳真號碼 / /	
住址	

2.

姓名(請用正楷填寫)	香港身份證號碼
電話 / 流動電話 / 傳真號碼 / /	
住址	

3.

姓名(請用正楷填寫)	香港身份證號碼
電話 / 流動電話 / 傳真號碼 / /	
住址	

4.

姓名(請用正楷填寫)	香港身份證號碼
電話 / 流動電話 / 傳真號碼 / /	
住址	

在中華人民共和國香港特別行政區以下列名稱經營業務：

商號／業務名稱： _____

商號／業務地址： _____

商業登記號碼： _____

B 部 (填寫本部前，請先閱讀以下附註。)

競投人士須隨本報價表格附上以下文件副本各一份：**有效商業登記證**、**公司註冊證明書**、**組織章程細則**、**法團成立表格**(如在提交報價書當日仍未把法團的首份周年申報表送交公司註冊處存檔)，以及送交公司註冊處存檔載有公司全部現任股東及董事詳情的最近期周年申報表(如有)、更改公司秘書及董事通知書(如有)，以及更改公司秘書及董事詳情通知書(如有)。競投人士必須在當局提出要求時，出示上述文件正本，以供查閱。此外，請參閱前述報價公告第 9 及 10 段。

公司編號： _____

競投人士註冊辦事處： _____

商業登記號碼： _____

聯絡人姓名(請用正楷填寫)： _____

電話號碼： _____ 傳真號碼： _____

控權公司名稱(如適用)： _____

控權公司地址(請用正楷填寫)： _____

聯絡人姓名(請用正楷填寫)： _____

電話號碼： _____ 傳真號碼： _____

C 部 (填寫本部前，請先閱讀以下附註。)

競投人士須隨本報價表格附上相關代理協議副本或由競投人士的主事人發出的確認書副本，以證明報價書簽署人僅以代理人身分代表該主事人向政府提交報價書，以及處理附帶事宜。競投人士必須在當局提出要求時，出示上述文件正本，以供查閱。此外，請參閱前述報價公告第 9(b)段。

主事人姓名／名稱： _____

主事人地址(請用正楷填寫)： _____

主事人聯絡人姓名(請用正楷
填寫)： _____

提供個人資料

藉本報價表格收集的個人資料，或會按前述報價公告第 19 段及本報價表格第 5 段所述般使用，並可能向其他政府部門披露。個人資料擁有人如欲根據《個人資料(私隱)條例》(第 486 章)查閱或改正本報價表格內所填報的個人資料，請按前述報價公告第 20 段所載的地址，向海事處的個人資料(私隱)主任提出該等要求。

此頁為空白頁

- (a) To pay the rent on the days and in the manner as specified in the Second Schedule hereto.
- (b) Not to use or permit or suffer the use of the Premises or any part thereof for any purpose other than such purposes as specified in the First Schedule hereto.
- (c) Not to use or cause, permit or suffer the use of the Premises or any part thereof for gambling or for any illegal, immoral or improper purposes or for any trade or business of whatsoever kind connected or associated in any way which affects the image of the Government of the Hong Kong Special Administrative Region of the People's Republic of China (hereinafter referred to as "the Government") and the decision of the Landlord as to what constitutes gambling, illegal, immoral or improper purposes and what affects the image of the Government shall be final, conclusive and binding on the Tenant.
- (d) Not to make any alteration or addition to the Premises or to the electrical and communication wiring and other installations or the Landlord's other fixtures and fittings nor to install any plant, equipment, apparatus or machinery within the Premises (other than the equipment used solely for the carrying out of the Business referred to in the First Schedule hereto without the prior written consent of the Landlord and the Director of Architectural Services (hereinafter referred to as "the Director") therefor.
- (e) (i) To pay to the Landlord the electricity charges in respect of all electricity supplied to the Premises no later than fourteen (14) days upon receipt of a demand note issued by the Landlord which may be issued

monthly or at such other intervals as the Landlord may decide. The Landlord will, based on the electricity consumed at the Premises according to the readings of the electricity check meter installed by the Landlord for the Premises, determine at its sole discretion the electricity supply charges and such charges shall include such administrative charges as may be fixed by the Landlord in its sole discretion and whose determination shall be final, conclusive and binding on the Tenant. Such charges if unpaid on the due date as specified by the Landlord shall carry interest at the rate of two per centum (2%) per annum above the prevailing Best Lending Rate of The Hongkong and Shanghai Banking Corporation Limited and together they shall be a debt due from the Tenant to the Landlord, and be forthwith recoverable by action. For the avoidance of doubt, the supply and connection of electricity to the Premises supporting a maximum of 7.04 kilowatt consumed at the Premises is and will be in existence and maintained by the Landlord at all times during the term of the tenancy hereby created.

- (ii) To make such arrangements for the supply and connection of any utility services to the Premises as the Tenant shall require at his own cost and expense with the prior written approval of the Landlord and to pay all charges at his own cost in connection therewith including the cost of installation, maintenance, repair and replacement thereof and, on the expiration or early termination of this Agreement, the cost of dismantling all pipes, conduits, wires, cables, meters, switches and any other apparatus ancillary thereto from the Premises PROVIDED THAT the Tenant shall have no claim whatsoever against the Landlord in the event of the

Tenant's failure to obtain any of such supply for any reason whatsoever. For the avoidance of doubt, at the expiration or early termination of this Agreement, any installation of utility services shall, at the option of the Landlord, become the sole and exclusive property of the Landlord, and shall be and remain vested in the Landlord immediately upon such option being exercised without any compensation therefor being paid by the Landlord to the Tenant or relief of any nature whatsoever against the Landlord, and the Tenant shall have no residual rights of any kind whatsoever over the Premises and any utility services installed by the Tenant in the Premises pursuant to this Agreement. Unless the option is exercised by the Landlord, if so required by the Landlord at the expiration or early termination of this Agreement, the Tenant shall at its own cost and expense dismantle all pipes, conduits, wires, cables, meters, switches, any other apparatus ancillary thereto and all fixtures, fittings, installations, equipment, apparatus and structures installed by the Tenant then standing on or forming part of the Premises or reinstate the Premises or any part thereof (hereinafter collectively referred to as "the Works") in all respects to the satisfaction of the Landlord. If the Tenant fails to carry out any such Works in all respects to the satisfaction of the Landlord as required under this Clause (2)(e)(ii), the Landlord may carry out the same and recover the costs so incurred from the Tenant, and such costs shall include such administrative charges as may be fixed by the Landlord in its absolute discretion. Such costs if unpaid on the due date as specified by the Landlord shall carry interest at the rate of two per centum (2%) per annum above the prevailing Best Lending Rate of

The Hongkong and Shanghai Banking Corporation Limited and together they shall be a debt due from the Tenant to the Landlord, and be forthwith recoverable by action (it being agreed and declared that a certificate under the hand of the Landlord as to the costs of any such works shall be final, conclusive and binding on the Tenant). The decision of the Landlord as to whether the Works have been completed in all respects to the satisfaction of the Landlord shall be final, conclusive and binding on the Tenant; and

- (iii) To make his own arrangements for the installation of telephone lines within the Premises and pay all charges in connection therewith, but any installation of telephone lines outside the Premises must be subject to the prior written approval of the Landlord PROVIDED THAT the Tenant shall have no claim whatsoever against the Landlord in the event of the Tenant's failure to obtain installation of the telephone lines for any reason whatsoever.

- (f) To repair or replace if so required by the appropriate company or authority under the Electricity Ordinance (Cap. 406) or any regulations made thereunder or any amendment thereto or re-enactment thereof any of the electricity wiring, installations and fittings within the Premises and the wiring from the Tenant's meter or meters to and within the Premises at the Tenant's own cost and expense.

- (g) To pay all fees and charges in respect of electricity, telephone lines and any other utilities and services supplied to the Premises.

- (h) To pay and discharge all existing and future rates, taxes,

assessments, charges, duties and any other outgoings whatsoever (Government rent excepted) which are now or during the term of the tenancy hereby created shall be imposed, assessed or charged upon the Premises or any part thereof or upon the Tenant in respect thereof.

- (i) To pay to the Landlord the management fees and the air-conditioning charges in respect of the Premises in advance on the first day of each calendar month during the term of the tenancy hereby created in the respective sums of Hong Kong Dollars One Thousand Three Hundred and Four (HK\$1,304.00) and Hong Kong Dollars Seven Hundred and Sixty Two (HK\$762.00) per calendar month without any deduction or set off PROVIDED THAT the Landlord shall be entitled from time to time to serve notice upon the Tenant increasing or revising the management fees and air-conditioning charges and the Tenant shall pay the increased or revised management fees and air-conditioning charges as from the date stated in the said notice, which said notice shall be final, conclusive and binding on the Tenant. The first of such payments shall be made upon the signing or execution of this Agreement.

- (j) Without prejudice to Clause (2)(v) hereof, to observe and comply with all Ordinances and their subsidiary legislation (including but not limited to the Town Planning Ordinance (Cap. 131), the Buildings Ordinance (Cap. 123) and the Shipping and Port Control Ordinance (Cap. 313)) and all regulations, bye-laws, rules and requirements of any Government department or other competent authority relating to the use and occupation of the Premises or to any other act, deed, matter or thing done, permitted, suffered or omitted to be done therein or thereon by the Tenant or any servant, employee, workman, agent, contractor, subcontractor,

occupier, visitor, guest, invitee or licensee of the Tenant and without prejudice to the foregoing, the Tenant shall at his own cost and expense obtain any licence, approval, permit, waiver or consent required by any Government department or other competent authority in connection with the Tenant's use or occupation of the Premises and carrying out of the Business for provision of the service (as defined in the First Schedule hereto) prior to the commencement or carrying out of the Business in the Premises and at his own cost and expense maintain the same in force during the term of the tenancy hereby created and to indemnify and keep indemnified the Landlord from and against all actions, costs, claims, demands, losses, damages and liabilities whatsoever or howsoever arising out of or in connection with the non-observance of and non-compliance with this provision. The Landlord shall accept no responsibility with or liability for any losses or costs caused to or suffered by the Tenant in the event of his failure to obtain any requisite licence, approval, permit, waiver or consent from the Government departments or other competent authority relating to his use or occupation of the Premises and carrying out of the Business.

- (k) To permit the Landlord, the Director and the Landlord's and/or the Director's officers, servants, agents, contractors, subcontractors, workmen and any other persons authorized by the Landlord (hereinafter collectively referred to as "the authorized persons") with or without appliances or equipment at all reasonable times and with prior notice to the Tenant (without notice and by force if necessary in case of emergency) to enter upon the Premises :-
 - (i) to view the condition and state of repair thereof and in the event of there being any defects or want of repair or maintenance or any other works required to be

carried out by the Tenant under this Agreement then and there found, the Landlord may give notice in writing to the Tenant and the Tenant shall within one (1) calendar month from the date of such notice (or such other period as may be specified in such notice) repair and make good the same at the Tenant's own cost and expense in accordance with such notice and the Tenant's obligations in that behalf herein contained. In the event of the Tenant failing to comply with the said notice, the Landlord or the authorized persons with or without workmen or others and with or without appliances or equipment may carry out and complete the works required and the Tenant shall pay to the Landlord the costs of such works incurred by the Landlord, and such costs shall include such administrative charges as may be fixed by the Landlord in its absolute discretion. Such costs if unpaid on the due date as specified by the Landlord shall carry interest at the rate of two per centum (2%) per annum above the prevailing Best Lending Rate of The Hongkong and Shanghai Banking Corporation Limited and together they shall be a debt due from the Tenant to the Landlord, and be forthwith recoverable by action (it being agreed and declared that a certificate under the hand of the Landlord as to the costs of any such works shall be final, conclusive and binding on the Tenant);

- (ii) to inspect the Premises so as to ascertain that there is no breach of or failure to observe any of the terms and conditions herein contained; and
- (iii) to take inventories of the fixtures, fittings, furniture and equipment in the Premises and to carry out any

works or repair as may be required to be done to the Premises or to any adjoining premises belonging to the Landlord,

Provided That in the event of an emergency, the Landlord or the authorized persons may enter the Premises without notice and forcibly, if necessary, without being liable to the Tenant for any damage or loss.

- (l) Not to assign, mortgage, charge, demise, sublet, underlet, share or part with the possession of or otherwise dispose of the Premises or any part thereof or any structure or structures thereon or any interest therein or enter into any agreement so to do.

- (m) Not to do anything, or cause, permit or suffer anything to be done at any time in or upon the Premises or any part thereof which may be against the laws or regulations of the Hong Kong Special Administrative Region of the People's Republic of China (hereinafter referred to as "Hong Kong") or which in the opinion of the Landlord may be or become a nuisance or annoyance or injurious or dangerous to health, or which may cause danger, damage, inconvenience or disturbance to the Landlord or to the other tenants, owners, occupiers or visitors of the Building or any adjoining or neighbouring lot, lots or premises. The decision of the Landlord as to what constitutes nuisance, annoyance, injurious, dangerous, danger, damage, inconvenience or disturbance shall be final, conclusive and binding on the Tenant.

- (n) To indemnify and keep indemnified the Landlord and the authorized persons from and against all actions, suits, liabilities, proceedings, costs, damages, charges, claims, demands, expenses and losses (whether financial or otherwise)

whatsoever and howsoever brought, incurred or taken in respect of any damage, injury, loss or costs (including but not limited to any legal expenses that may be incurred by the Landlord or that may be awarded against the Landlord or that the Landlord agrees to pay) or anything that the Landlord may be obliged to do arising directly or indirectly out of or by reason of or on account of any breach of the terms and conditions of this Agreement or out of or in connection with the possession, occupation or use of the Premises or any part of the Building or the carrying out of the Business by the Tenant including but not limited to :-

- (i) all liabilities arising out of the negligence of any person not a party to this Agreement; and
 - (ii) all liabilities on the part of the Landlord under the Occupiers Liability Ordinance (Cap. 314), any regulations made thereunder and any amending legislation.
- (o) (i) At the Tenant's own cost and expense to insure and keep insured at all times during the term of the tenancy hereby created the Premises and all fixtures and fittings therein with insurers approved by the Landlord in writing in advance in the name of the Tenant with the interest of the Landlord noted on the policy and with the policy containing such provisions :-
- (A) for the protection of the Landlord as the Landlord may reasonably require to avoid the interests of the Landlord being prejudiced by any act, neglect, or default of the Tenant or of any servant, employee, agent, contractor, subcontractor, workman, or of any other occupier, visitor, guest, invitee or licensee of the

Tenant against loss or damage or costs or anything that the Landlord may be obliged to do arising directly or indirectly out of or in connection with the possession, occupation or use of the Premises or the carrying out of the Business by the Tenant (collectively the “Loss, Damage or Costs”). The Loss, Damage or Costs include but are not limited to :-

- (I) any legal expenses that may be incurred by the Landlord or that may be awarded against the Landlord or that the Landlord agrees to pay;
 - (II) damage or loss by fire, civil commotion, explosion, earthquake, subsidence, landslip, heave in the sea, collision by aircraft or parts of aircraft, articles dropped from the aircraft or parts of aircraft, flood, storm, lightning, burst pipes, power supply failure, damage due to any malfunction of any sprinkler system or due to any break, rupture, or any leakage in any sprinkler system, theft, malicious damage, costs of removal of graffiti, impact; and
 - (III) such other risks and contingencies as the Landlord may from time to time require the full replacement value or reinstatement costs including architects’, surveyors’, engineers’ and any other professional fees, demolition charges (if any) with full provision for estimated inflation and loss of rent throughout the term of the tenancy hereby created; and
- (B) for sufficient cover against the death of or personal injury to or illness or disease contracted

by any person and loss or damage whatsoever or legal costs suffered or paid by any person in connection with the possession, occupation or use of the Premises or the carrying out of the Business by the Tenant; and

- (ii) To duly pay all premiums or other moneys necessary for effecting and keeping up the policy or policies of insurance as required under sub-clause (o)(i) hereof before the same become due and to produce to the Landlord the said policy or policies of such insurance and proof of such payments within seven (7) calendar days of the premium or premiums becoming due failing which the Landlord may take out or renew such policy or policies of insurance in any sum the Landlord may deem expedient; all moneys expended by the Landlord under this provision shall be reimbursed by the Tenant on demand and shall bear interest at the rate of two per centum (2%) per annum above the prevailing Best Lending Rate of The Hongkong and Shanghai Banking Corporation Limited from the date of payment by the Landlord PROVIDED THAT all moneys received or to be received by virtue of any insurance relating to the Premises, and all fixtures and fittings therein maintained or effected by the Tenant (whether or not in pursuance of the obligations herein) are hereby charged to and shall be paid to the Landlord or, if the moneys are not paid by the insurers directly to the Landlord, shall be held on trust for the Landlord; and shall at the option of the Landlord be applied in replacing, restoring, repairing or reinstating the Premises or any part thereof, and any fixtures, fittings or other assets within the Premises which are destroyed, damaged or lost (and any deficiency found

in replacing, restoring, repairing or reinstating the same shall be made good by the Tenant) AND PROVIDED FURTHER THAT should any policy of insurance be rendered void or should any liability on the part of any insurer be avoided due to the act, neglect or default of the Tenant or any servants, employees, contractors, subcontractors, agents, workmen or any other occupiers or any licensees, visitors, guests or invitees of the Tenant, the Tenant shall at his own cost and expense, replace, restore, repair or reinstate the Premises or any part thereof and any fixtures, fittings or other assets therein in all respects to the satisfaction of the Landlord. Should the Tenant fail to perform his obligations as stated in sub-clauses (o)(i) and (o)(ii), it shall be lawful for the Landlord and the authorized persons to enter upon the Premises to carry out such works as the Landlord considers necessary and expedient to remedy such failure. The costs of all such works shall be payable by the Tenant to the Landlord on demand and such costs shall include such administrative charges as may be fixed by the Landlord in its absolute discretion. Such costs if unpaid on the due date as specified by the Landlord shall carry interest at the rate of two per centum (2%) per annum above the prevailing Best Lending Rate of the Hongkong and Shanghai Banking Corporation Limited and together they shall be a debt due from the Tenant to the Landlord and be forthwith recoverable by action (it being agreed and declared that a certificate under the hand of the Landlord as to the costs of any such works shall be final, conclusive and binding on the Tenant).

(p) Not to do or permit or suffer to be done anything whereby the

policy or policies of insurance on the Premises and all fixtures and fittings therein, or any of them, against the risks referred to in Clause (2)(o) hereof may become void or voidable.

- (q) To be liable for any act, default, negligence or omission of the Tenant's related persons (as defined in Clause (4)(t)(iv)), workmen, occupiers, visitors, guests, invitees or licensees as if it were the act, default, negligence or omission of the Tenant and to indemnify and keep indemnified the Landlord from and against all costs, claims, demands, expenses or liabilities (whether financial or otherwise) to any third party in connection therewith.

- (r) If so required by the Landlord at the expiration or early termination of this Agreement and without prejudice to Clause (2)(e)(ii) hereof, to demolish and remove at the Tenant's own cost and expense and in all respects to the satisfaction of the Landlord all alterations and additions made to the Premises and all fixtures, fittings, installations, structures, plant, equipment, apparatus and machinery then standing on or forming part of the Premises without any compensation therefor being paid by the Landlord to the Tenant or relief of any nature whatsoever against the Landlord, and at the Tenant's own cost and expense to reinstate the Premises, repair and make good any damage caused to the Premises and the Building resulting from such demolition, removal and reinstatement works in all respects to the satisfaction of the Landlord. If the Tenant fails to carry out any such works in all respects to the satisfaction of the Landlord as required under this Clause (2)(r), the Landlord may carry out the same and recover the costs so incurred from the Tenant, and such costs shall include such administrative charges as may be fixed by the Landlord in its

absolute discretion. Such costs if unpaid on the due date as specified by the Landlord shall carry interest at the rate of two per centum (2%) per annum above the prevailing Best Lending Rate of The Hongkong and Shanghai Banking Corporation Limited and together they shall be a debt due from the Tenant to the Landlord, and be forthwith recoverable by action (it being agreed and declared that a certificate under the hand of the Landlord as to the costs of any such works shall be final, conclusive and binding on the Tenant). The decision of the Landlord as to whether the works have been completed in all respects to the satisfaction of the Landlord shall be final, conclusive and binding on the Tenant.

- (s) To maintain and keep at the Tenant's own cost and expense and in all respects to the satisfaction of the Landlord the Premises including but not limited to all structures thereon, and all fixtures therein and all additions thereto (except trade fixtures) in good and tenantable repair and condition and subject to Clause (2)(r) hereof so as to hand over the same to the Landlord at the expiration or early termination of this Agreement.
- (t) To accept the Premises in such state and condition as existing on the date on which the possession of the Premises is given.
- (u) To perform and observe the Tenant's obligations contained in this Agreement including the Special Conditions set out in the Third Schedule hereto.
- (v) To observe and comply with all laws and regulations of Hong Kong in his use and occupation of the Premises.

(3) THE LANDLORD HEREBY AGREES WITH THE TENANT as

follows :-

To permit the Tenant upon his duly paying the rent, management fees, air-conditioning charges, electricity charges, utility services charges and other charges hereby reserved and observing and performing the obligations on his part herein contained to have quiet possession and enjoyment of the Premises without any interruption by the Landlord or anyone lawfully claiming under or through or in trust for the Landlord until such time as this Agreement is determined.

(4) IT IS HEREBY AGREED BY AND BETWEEN THE LANDLORD AND THE TENANT as follows :-

(a) That in case the rent, management fees, air-conditioning charges, electricity charges, utility services charges, rates, taxes, assessments, duties, other charges or outgoings hereby reserved or any part thereof payable by the Tenant shall be in arrears and unpaid for twenty-one (21) calendar days next after the same shall have become due (whether formally demanded or not), or if there is any breach, non-performance or non-observance of any of the terms and conditions (in particular, Clauses (2)(j), (2)(v) and/or (4)(e) hereof) to be performed or observed by and on the part of the Tenant herein contained, or if the Tenant shall become bankrupt or, being a company, shall enter into liquidation whether compulsory or voluntary, or shall enter into any composition with his creditors or suffer any distress or execution to be levied upon his goods, or if the Landlord's approval and the Director of Marine's written permission under regulation 29 of the Shipping and Port Control (Ferry Terminals) Regulations (Cap. 313H) for the carrying out of the Business for the provision of the service (as defined in the First Schedule hereto) at the Premises cannot be obtained or is revoked or cancelled for any reason whatsoever, then, and in any of the said cases, it shall be lawful for the

Landlord to and the Landlord may at any time thereafter terminate this Agreement forthwith and re-enter the Premises or any part thereof in the name of the whole, but without prejudice to any right of action of the Landlord in respect of any antecedent breach, non-performance or non-observance of the said terms and conditions. In the event of such re-entry pursuant to this Clause (4)(a), the rent, management fees, air-conditioning charges, electricity charges, utility services charges and other charges already paid or any part thereof shall not be refunded and no compensation whatsoever shall be payable to the Tenant by the Landlord. Without prejudice to the Landlord's rights herein contained, in the event of the rent, management fees, air-conditioning charges, electricity charges, utility services charges or other charges hereby reserved or any part thereof not being paid on the due date or dates for payment thereof (whether formally demanded or not), the Tenant shall pay interest to the Landlord on such amount of the rent, management fees, air-conditioning charges, electricity charges or other charges hereby reserved as is unpaid on the due date or dates calculated from the day immediately following such due date or dates until payment of all rent, management fees, air-conditioning charges, electricity charges, utility services charges or other charges due and interest thereon have been paid by the Tenant to the Landlord, such interest to be at a rate of two per centum (2%) per annum above the prevailing Best Lending Rate of The Hongkong and Shanghai Banking Corporation Limited.

- (b) That the tenancy hereby created is (without prejudice to the terms and conditions hereof) subject also to the Special Conditions contained in the Third Schedule hereto.
- (c) That if the Premises or any part thereof are rendered unfit for occupation or use by fire, storm, wind, water, seawater,

typhoon, defective construction, white ants, termites, earthquake, landslip, act of God or any other calamity beyond the control of the Landlord and not attributable to any failure of the Tenant to observe and carry out his obligations herein contained, the rent or a part thereof proportionate to the extent to which the Premises shall have been so rendered unfit for occupation or use shall abate and cease to be payable as from the date of occurrence of such event or destruction or damage until the Premises or such part thereof shall have been again rendered fit for occupation or use but except as aforesaid, no compensation shall be payable by the Landlord to the Tenant PROVIDED ALWAYS THAT the Landlord shall not be required to reinstate the Premises or any part thereof if by reason of their condition or any part thereof or any Ordinances or regulations or other circumstances beyond the control of the Landlord it is not in the Landlord's opinion practicable or reasonable so to do in which circumstances the tenancy hereby created shall be determined without any compensation payable to the Tenant.

- (d) That the Landlord does not warrant, represent or undertake that the Premises are fit or suitable for any particular purpose, use, trade or business whatsoever and the Tenant shall, at his own expense and cost, obtain all requisite licence(s), permit(s), consent(s), waiver(s) or approval(s) from the relevant Government departments or other competent or appropriate authorities including the Director of Marine's written permission(s) or approval(s) under the Shipping and Port Control Ordinance (Cap. 313) and its subsidiary legislation or the incorporated owners or the manager of the Building in connection with the use and occupation of the Premises and the carrying out of the Business prior to the commencement of the Business and shall in all respects comply with the agreements, conditions, terms and

stipulations herein and therein contained.

- (e) That the Landlord gives no warranty or representation whatsoever as to the state and condition of the Premises (including but not limited to any mechanical and electrical installations, appliances and equipment installed within the Premises) and shall accept no responsibility or liability for any damage, nuisance, loss, cost or disturbance caused to or suffered by the Tenant, or any servants, employees, agents, contractors, subcontractors, workmen, or any occupiers, visitors, guests, invitees or licensees of the Tenant and all or any structural defects within and of the Premises.
- (f) That no compensation shall be payable by the Landlord to the Tenant in respect of any loss or damage caused to the Tenant or others by reason of any of the following :-
 - (i) any water or seawater flowing on to the Premises or fire or landslip or subsidence on, or to, or of, or from the Premises;
 - (ii) any default, breakage, interruption or failure in the supply of electricity, water, air-conditioning or other utilities to the Building or the Premises, or any defect in or breakdown or suspension of the lifts, escalators, air-conditioning plant or other facilities of the Building, or any leakage to the Premises; or
 - (iii) any other causes beyond the control of the Landlord.
- (g) That upon the termination of this Agreement in whatsoever manner, the Tenant shall have no right whatsoever to claim compensation in any form or re-provisioning of accommodation from the Landlord.

- (h) That the benefit of this Agreement is personal to the Tenant and not assignable or transferable and the rights given in and the benefits of this Agreement may only be exercised by the Tenant and, without in any way limiting the generality of the foregoing, any of the following acts and events shall be deemed to be a breach of this sub-clause :-
- (i) in the case of a Tenant which is a body corporate, any take-over, reconstruction, amalgamation, merger, voluntary liquidation or change in the person who owns a majority of its voting shares or who otherwise has or have effective control thereof;
 - (ii) in the case of a Tenant which is a partnership, the taking in of one or more new partners whether on the death or retirement of an existing partner or otherwise;
 - (iii) the giving by the Tenant of a power of attorney or similar authority whereby the donee of the power obtains the right to use the Premises;
 - (iv) the change of the Tenant's business name without the prior written consent of the Landlord;
 - (v) the holding on trust by the Tenant of the rights to use the Premises;
 - (vi) the assignment or sharing of any revenues from the Business; and
 - (vii) any arrangement whereby de facto management and/or control of the Business is vested in or exercisable by any person other than the Tenant.

- (i) That the Landlord shall have the full right to terminate this Agreement if the Tenant, his shareholders, members, directors, officers, employees, agents and sub-contractors shall be found to have offered any advantage as defined in the Prevention of Bribery Ordinance (Cap. 201) to any employee of the Marine Department as an inducement to or reward for or otherwise on account of such employee's giving assistance or using influence in, or having given assistance or used influence in the quotation exercise, or have been convicted of an offence under the Prevention of Bribery Ordinance (Cap. 201) or any subsidiary legislation made thereunder or under any law of similar nature in connection with the procurement of the tenancy hereby created.

- (j)
 - (i) That each party shall bear his own costs in connection with the preparation of this Agreement; and

 - (ii) That this Agreement is not chargeable with stamp duty under section 39(c) of the Stamp Duty Ordinance (Cap. 117). If the Tenant makes an adjudication request to have its copy of this Agreement adjudicated as not chargeable with stamp duty pursuant to section 13(1) of Cap. 117, it shall make such application (if any) at its own cost and expense.

- (k) That any notice, claim or demand requiring to be served by the Landlord or its officer(s) under the terms and conditions of or in connection with this Agreement shall be in writing and signed by or on behalf of the Landlord. The notice, claim or demand shall be sufficiently given or served on the Tenant if left addressed to him on the Premises or delivered to him by post or left at his last known address or in the case of a corporation delivered to it by post or left at its registered office,

and such notice, claim or demand shall conclusively be deemed to have been given or served at the time of despatch or service, and if sent by post, it shall conclusively be deemed to have been received five (5) calendar days from the time of posting.

(l) That any notice requiring to be served by the Tenant on the Landlord under or in connection with this Agreement shall be in writing and signed by or on behalf of the Tenant. The notice shall be sufficiently given or served if delivered to the office of the Marine Department at 3/F, Shun Tak Centre, 200 Connaught Road Central, Hong Kong or such other address as may be notified to the Tenant and attention of the Senior Marine Officer/Ferry Terminals, Marine Department for and on behalf of the Landlord. Any such notice shall be served on the Landlord by post or delivered by hand and such notice shall conclusively be deemed to have been given or served at the time of despatch or service, and if sent by post, it shall, unless the contrary is proved, be deemed to have been received five (5) calendar days from the time of posting.

(m) That wherever in this Agreement it is provided that :-

(i) the Landlord or the Director or the authorized persons shall or may carry out works of any description on the Premises or any part thereof or outside the Premises (whether on behalf of the Tenant or on the failure of the Tenant to carry out such works or otherwise) at the cost of the Tenant or that the Tenant shall pay or repay to the Landlord or the Director or to their duly authorized officers on demand the costs of such works, such costs shall include such administrative, supervisory and overhead charges as may be fixed by the Landlord or the Director or by their duly authorized officers; and

- (ii) the prior approval or consent or permission of the Landlord or the Director or the Director of Marine or their duly authorized officers is required, they may give the approval or consent or permission on such terms and conditions (including the payment of fees) as they see fit or refuse it at their absolute discretion.
- (n) That where the context so admits or requires the expression "the Tenant" shall mean the party entering into and signing/executing this Agreement and words importing the masculine gender shall be deemed to include females and corporations and words in the singular shall be deemed to include the plural and vice versa in each case.
- (o) That this Agreement constitutes the entire agreement of the parties about the subject-matter of this Agreement, and that no statement, representation or promise made by either the Tenant or the duly authorized officers of the Landlord has been relied upon by the other party to enter into this Agreement, and that no communications, understandings, representations, promises, oral or written statements, warranties, arrangements or agreements, conditions made by either the Tenant or the duly authorized officers of the Landlord prior to the execution of this Agreement with respect to the subject matter of this Agreement may in any way be read or incorporated into this Agreement.
- (p) That notwithstanding any other provisions of this Agreement including any provision which purports to confer a benefit on a person who is not a party to this Agreement, this Agreement is not intended to and does not give any person who is not a party to this Agreement any right to enforce any provisions of this Agreement under the Contracts (Rights of Third Parties)

Ordinance (Cap. 623), and a person who is not a party to this Agreement shall not have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce any provisions of this Agreement.

(q) That this Agreement shall be governed by and construed in accordance with the laws of Hong Kong.

(r) Notwithstanding anything to the contrary in this Agreement, upon the occurrence of any of the following events, the Landlord may terminate this Agreement and re-enter upon the Premises with immediate effect :-

(i) the Tenant or any of its related persons (as defined in sub-clause (t)(iv) below) has engaged or been involved, or is engaging or being involved, in act or activity that:

(1) contravenes any National Security Laws;

(2) constitutes or causes the occurrence of an offence endangering national security;

(3) in the reasonable opinion of the Landlord, is likely to constitute or cause the occurrence of an offence endangering national security;
or

(4) in the reasonable opinion of the Landlord, is or would be contrary to the interests of national security or the public interest of Hong Kong;

(ii) the Premises or any part thereof has been or is being

used for the purpose of or in any manner in connection with performing any act or activity described in sub-clause (r)(i)(1) to (4) above; or

- (iii) in the reasonable opinion of the Landlord, the continued occupation and use of the Premises or the operation of the Business by the Tenant or the continued performance of this Agreement is or would be contrary to the interest of national security or the public interest of Hong Kong.

A determination of the Landlord as to whether any of the circumstances described in sub-clauses (r)(i)(3) or (4) or (r)(iii) has arisen shall be final, conclusive and binding on the Tenant.

- (s) Upon termination under Clause (4)(r) and without prejudice to any right of action or remedies of the Landlord in respect of any antecedent breach, non-performance or non-observance of any of the terms and conditions to be performed or observed by and on the part of the Tenant herein contained, the tenancy hereby created shall cease and determine and the Tenant shall in accordance with the terms and conditions herein contained quit and deliver up vacant possession of the Premises to the Landlord in all respects to the Landlord's satisfaction and upon the exercise of such right, the rent, management fees, electricity charges and other charges already paid or any part thereof shall not be refunded and no compensation whatsoever shall be payable by the Landlord to the Tenant. The Landlord is entitled to forfeit the whole of the Security Deposit provided in Special Condition (2)(a) in the Third Schedule as and for liquidated damages and not as penalty pursuant to Special Condition (2)(c) in the Third Schedule.

- (t) In this Agreement :-
- (i) “national security” has the meaning given to it under the Safeguarding National Security Ordinance (6 of 2024);
 - (ii) “National Security Laws” means all laws and legislation relating to the safeguarding of national security which are from time to time in force in or applicable to Hong Kong, including the Law of the People’s Republic of China on Safeguarding National Security in the Hong Kong Special Administrative Region as applied in Hong Kong under the Promulgation of National Law 2020 (L.N. 136 of 2020) and the Safeguarding National Security Ordinance;
 - (iii) “offence endangering national security” has the meaning given to it under the Safeguarding National Security Ordinance;
 - (iv) “related person”, in relation to the Tenant, means a shareholder or member, director, officer, employee, agent or contractor of the Tenant;
 - (v) for the avoidance of doubt, each of the expressions “engage” and “involve” and its variants includes the act of aiding, abetting, counselling, inciting, promoting or procuring another person to perform or not to perform an act or matter.
- (u) That possession of the Premises shall be given by the Landlord to the Tenant on the Date of Commencement specified in the First Schedule hereto.

- (v) In this Agreement, “Restricted Area” means the restricted area of Hong Kong-Macao Ferry Terminal as declared under regulation 11 of the Shipping and Port Control (Ferry Terminals) Regulations (Cap. 313H).

- (w) That the parties shall first refer any dispute or difference arising out of or in connection with this Agreement to mediation in accordance with The Government of the Hong Kong Special Administrative Region Mediation Rules prevailing at the time. If the said dispute or difference is not settled by mediation accordingly, a party may institute litigation in respect of the said dispute or difference. The parties agree that the courts of Hong Kong shall have exclusive jurisdiction in respect of the said dispute or difference.

FIRST SCHEDULE

- Term and Date of Commencement : * to be deleted by the Government as applicable
- * (a) Date of Commencement: The tenancy commencing on [*a date is to be inserted*] (hereinafter referred to as “the Date of Commencement”).
- (N.B. The above is applicable if the date of commencement of the tenancy is known on or before the date of the signing of this Agreement by the Tenant.)*
- * (a) Date of Commencement: The tenancy commencing on the date specified in a letter from the Senior Marine Officer/Ferry Terminals, Marine Department to the Tenant (hereinafter referred to as “the Date of Commencement”) which shall be a date not later than 3 months from the date of this Agreement.
- (N.B. The above is applicable if the date of commencement of the tenancy is not known on or before the date of the signing of this Agreement by the Tenant.)*
- (b) Term: Three years certain commencing on the Date of Commencement.
- Purposes for which the Premises shall be used : Retail and/or provision of services at the Premises (“the Business”) as may be approved in writing by the Landlord under Special Condition No. (46) of the Third Schedule hereto. For the avoidance of any doubt, the Tenant shall carry out the Business that is open to all members of the public.

For the purpose of this First Schedule, the decision of the Landlord as to whether goods or commodities displayed, advertised, promoted, sold or retailed, or services provided in the Premises are in compliance with this First Schedule and whether the Business is open to all members of the public shall be final, conclusive and binding on the Tenant.

SECOND SCHEDULE

The Tenant shall pay to the Landlord in advance a monthly rent of Hong Kong Dollars _____ only (HK\$ _____) (exclusive of management fees, air-conditioning charges, electricity charges, utility services charges, rates, taxes, assessments, duties, charges and any other outgoings whatsoever) without any deduction or set off on or before the first day of each calendar month during the term of the tenancy hereby created. The first of such payments shall be made upon the signing or execution of this Agreement.

THIRD SCHEDULE

Special Conditions referred to in
Clauses (2)(u) and (4)(b) of this Agreement

(1) At the expiration or sooner determination of the term of the tenancy hereby created, the Tenant shall surrender and deliver up vacant possession of the Premises to the Landlord in all respects to the Landlord's satisfaction. The Landlord shall have the full right to arrange for any new tenancy of the Premises at its sole discretion and the Tenant shall at all reasonable times within six (6) calendar months immediately preceding the expiration of the term or sooner determination of the tenancy hereby created or within three (3) calendar months immediately preceding early termination of this Agreement (as the case may be) and upon prior notice allow prospective tenants to enter upon and inspect the Premises.

(2) (a) The Tenant shall on or before the signing or execution of this Agreement deposit with the Landlord a sum of Hong Kong Dollars [*a sum equivalent to three months' fixed monthly rental stated in the Second Schedule hereto is to be inserted*] only (HK\$) by way of deposit ("Security Deposit") as security for the due payment of the rent, management fees, air-conditioning charges, electricity charges, utility services charges, rates, taxes, assessments, duties, charges and other outgoings as aforesaid and the due payment of the rent, licence fee, management fees, air-conditioning charges, electricity charges, utility services charges, Government rent, rates, taxes, assessments, duties, charges and other outgoings payable under any other agreements of any other tenancies or any leases or licences of any premises granted or to be granted by the Landlord to the Tenant (hereinafter referred to as "Other Agreements") and the due performance and observance by the Tenant of all and singular the several agreements, covenants, provisions, conditions, terms and stipulations reserved and contained

herein and in Other Agreements. The Security Deposit shall remain deposited with the Landlord throughout the term of the tenancy hereby created free of any interest to the Tenant.

- (b) At the expiration or sooner determination of this Agreement, if the Tenant shall have paid all rent, management fees, air-conditioning charges, electricity charges, utility services charges, rates, taxes, assessments, duties, charges and other outgoings herein contained and any interest payable under Clause (4)(a) hereof and all the rent, licence fee, air-conditioning charges, management fees, electricity charges, utility services charges, Government rent, rates, taxes, assessments, duties, charges and other outgoings payable under Other Agreements as at the date of the expiration or sooner determination of this Agreement and any interest payable thereon, and if there shall be no breach of any of the terms and conditions contained herein and in Other Agreements as at the date of the expiration or sooner determination of this Agreement, the Landlord shall refund the Security Deposit to the Tenant without interest thereon after the Tenant shall have duly reinstated or restored or vacated or carried out all works including any of the Works in the Premises or any part thereof in all respects to the satisfaction of the Landlord and have duly delivered vacant possession of the Premises to the Landlord in accordance with the provisions contained herein but if there shall be any rent, management fees, air-conditioning charges, electricity charges, utility services charges, rates, taxes, assessments, duties, charges and other outgoings and any interest payable under Clause (4)(a) hereof and/or any rent, licence fee, management fees, air-conditioning charges, electricity charges, utility services charges, Government rent, rates, taxes, assessments, duties, charges and other outgoings payable under Other Agreements as at the date of the

expiration or sooner determination of this Agreement and any interest payable thereon in arrears, the Landlord may apply such Security Deposit towards payment of such arrears of rent, management fees, air-conditioning charges, electricity charges, utility services charges, rates, taxes, assessments, charges, duties, and other outgoings herein contained and any interest payable under Clause (4)(a) hereof and/or such arrears of rent, licence fee, management fees, air-conditioning charges, electricity charges, utility services charges, Government rent, rates, taxes, assessments, duties, charges and other outgoings payable under Other Agreements as at the date of the expiration or sooner determination of this Agreement and any interest payable thereon, and the Landlord shall be entitled to deduct the amount(s) from the Security Deposit for payment of any rent, licence fee, management fees, air-conditioning charges, electricity charges, utility services charges, Government rent, rates, taxes, assessments, duties, charges, and other outgoings payable under Other Agreements as at the date of the expiration or sooner determination of this Agreement and any interest payable thereon in arrears to the Government or other corporation (as the case may be), or if there shall be any breach of agreements, covenants, provisions, conditions, terms or stipulations contained herein or in Other Agreements as at the date of the expiration or sooner determination of this Agreement, the Landlord may apply such Security Deposit towards remedying such breach (in so far as this may be possible) without prejudice to any other claim or remedy that the Landlord may have against the Tenant by reason of the breach and shall only pay the balance (if any) of the Security Deposit to the Tenant.

- (c) In the case of the Landlord exercising its right to terminate this Agreement and re-enter upon the Premises or any part

thereof in the name of the whole under Clause (4)(a) hereof by reason of the default on the part of the Tenant in payment of the rent, management fees, air-conditioning charges, electricity charges, utility services charges, rates, taxes, assessments, duties, charges and other outgoings and any interest payable under Clause (4)(a) hereof as aforesaid or in performance or observance of any of the agreements, covenants, provisions, terms, conditions and stipulations on the Tenant's part herein contained, the Landlord shall without prejudice to its other rights and remedies herein contained be entitled to forfeit the whole of the Security Deposit as and for liquidated damages and not as penalty.

- (d) Nothing contained in this Special Condition No. (2) shall be so construed as preventing the Landlord from recovering from the Tenant damages in respect of such default over and above the Security Deposit and the payment of the Security Deposit shall not be deemed or considered as a payment of rent, management fees, air-conditioning charges, electricity charges, utility services charges, rates, taxes, assessments, duties, charges or any other outgoings and any interest thereon in advance and accordingly in any action for recovery of possession for non-payment of the rent, management fees, air-conditioning charges, electricity charges, utility services charges, rates, taxes, assessments, duties, charges and other outgoings payable by the Tenant hereunder and any interest payable under Clause (4)(a) hereof, the Tenant shall be deemed to be in default if the same are not paid in accordance with the terms and conditions herein contained.
- (e) For the avoidance of doubt, the payment of the Security Deposit shall not be deemed or considered as a payment of the rent, licence fee, management fees, air-conditioning charges, electricity charges, utility services charges, Government rent,

rates, taxes, assessments, duties, charges and/or any other outgoings and interest thereon in advance under Other Agreements and accordingly in any action for recovery of possession for non-payment of the rent, licence fee, management fees, air-conditioning charges, electricity charges, utility services charges, Government rent, rates, taxes, assessments, duties, charges and/or other outgoings payable under Other Agreements and any interest payable thereon, the Tenant shall be deemed to be in default if the same are not paid in accordance with the terms and conditions of Other Agreements.

- (f) Nothing contained in this Special Condition No. (2) shall affect or prejudice the rights and interests of the Landlord under Other Agreements or any provisions, conditions, terms and stipulations contained in Other Agreements, or shall prevent the Landlord from recovering damages, or making any claims, whether under Other Agreements or otherwise, in respect of any breach of the provisions, conditions, terms or stipulations contained in Other Agreements. The Landlord may apply the Security Deposit towards payment of arrears of the rent, licence fee, management fees, air-conditioning charges, electricity charges, utility services charges, Government rent, rates, taxes, assessments, duties, charges and/or other outgoings payable under Other Agreements as at the date of the expiration or sooner determination of this Agreement and any interest payable thereon or remedying any breach of provisions, conditions, terms or stipulations contained in Other Agreements as at the date of the expiration or sooner determination of this Agreement without the Landlord first having recourse to any security deposit paid under Other Agreements or taking any actions or proceedings under Other Agreements.

(3) The Tenant shall not store or permit or suffer to be stored in or upon the Premises any dangerous goods as defined in Section 2 of the Dangerous Goods Ordinance (Cap. 295), any regulations made thereunder and any amending legislation without the prior written approval of the Landlord.

(4) (a) The Tenant shall observe and comply with any requirement which may be imposed by the Director of Fire Services in connection with the occupation and use of the Premises by the Tenant.

(b) The Tenant shall at his own cost and expense install and maintain in and upon the Premises such additional fire service installation or equipment as defined in Section 2 of the Fire Services Ordinance (Cap. 95) as may be required by and in all respects to the satisfaction of the Director of Fire Services. Any installation and maintenance of the aforesaid fire service installation or equipment shall be carried out by the fire service installation contractor or contractors registered with the Director of Fire Services to be approved by the Director of Fire Services.

(5) (a) The Tenant shall enclose the Premises with external partition where necessary and fit out the interior of the Premises at the Tenant's own cost and expense in a good, proper and workmanlike fashion using good quality materials and in all respects in a style and manner appropriate in the opinion of the Landlord. For the avoidance of doubt, no partition to be erected or installed on, within or along the perimeters of the Premises shall exceed the height of 2.3 metres as measured from the floor level of the Premises or such height as may be approved by the Landlord in writing.

(b) Without limitation to the generality of sub-clause (a) of this Special Condition No. (5), the Tenant shall :-

- (i) submit to the Landlord and the Director all drawings, plans and specifications (including perspective drawings, plan drawings and electrical schematic drawings) (which drawings, plans and specifications are hereinafter collectively referred to as “the Plans”) for written approval of the Landlord and the Director prior to the commencement of any fitting out works to the Premises;
- (ii) fit out the Premises in accordance with the Plans as approved under sub-clause (b)(i) of this Special Condition No. (5) and in all respects to the satisfaction of the Landlord and the Director and no amendment, variation, alteration, modification or substitution of the Plans as approved shall be made without the prior written approval of the Landlord and the Director;
- (iii) not commence any fitting-out works to the Premises prior to the written approval of the Landlord and the Director being obtained pursuant to sub-clause (b)(i) of this Special Condition No. (5);
- (iv) provide, install and maintain at all times in good repair and condition at the Tenant’s own cost and expense all fixtures, movable furniture, furnishings and equipment including but not limited to counters, stands, lighting (including electric lamp and fluorescent tube replacements), tiles, floor mats and protective floor coverings and such security fittings on or within the Premises as the Landlord and the Director shall deem necessary for the efficient operation of the Business;
- (v) complete all fitting out works and commence the

Business within two (2) calendar months from the Date of Commencement or at such time as the Landlord may approve in writing; and

- (vi) within eight (8) weeks after the completion of all fitting out works or at such time as the Landlord and the Director may approve in writing, submit to the Landlord and the Director a certificate issued by the Authorized Person (as defined in the Buildings Ordinance (Cap. 123)) appointed by the Tenant certifying the completion of such works in accordance with any laws, ordinances, rules or regulations for the time being in force in Hong Kong, and the Plans.
- (c) The Tenant shall take or cause to be taken all proper and adequate care, skill and precautions at all times and particularly during the carrying out of the fitting out works to the Premises, to avoid causing any damage to all the existing services and installations within the Premises or the Building and shall indemnify and keep indemnified the Landlord and the authorized persons from and against all actions, suits, proceedings, liabilities, losses, damages, costs, charges, expenses, claims and demands whatsoever and howsoever brought or taken in respect of any damage or loss arising whether directly or indirectly out of or in connection with the carrying out of the fitting out works to the Premises by the Tenant.
- (d) Any approval given by the Landlord or the Director under this Special Condition No. (5) shall not make the Landlord or the Director responsible for any damages or claims in respect of or arising directly or indirectly out of or in connection with or from the defects in the design or quality of the fitting out works to the Premises carried out by the Tenant.

(6) The Tenant shall submit to the Landlord for the Landlord's written approval a time schedule of his fitting out works to the Premises prior to the commencement of any fitting out works to the Premises, and the Landlord may impose such conditions as he thinks fit in granting such approval.

(7) The Tenant may install a shop sign, if so desired, at the shop front of the Premises, the size, design and materials of which shall be subject to the prior written approval of the Landlord under this Agreement and the prior written permission of the Director of Marine pursuant to regulation 29 of the Shipping and Port Control (Ferry Terminals) Regulations (Cap. 313H) and subject thereto, the Tenant shall not exhibit or erect within or on the external walls or external perimeters of the Premises or on the Building any advertising signboards, placards, signs, notices or posters whatsoever except with the prior written approval of the Landlord under this Agreement and the prior written permission of the Director of Marine pursuant to regulation 29 of the Shipping and Port Control (Ferry Terminals) Regulations (Cap. 313H).

(8) The Landlord shall have the right to close and prohibit access to the Building in whole or in part, including the Premises and/or to suspend the Business, without prior notice to the Tenant, at such time and for such duration during the term of the tenancy hereby created as it shall in its absolute discretion see fit by reason of fire or storm or damage, or an act of God or repair or maintenance or modification of the Building or any emergency or the Director of Marine's exercise of his powers under the Shipping and Port Control Ordinance (Cap. 313) and its subsidiary legislation including the Shipping and Port Control (Ferry Terminals) Regulations (Cap. 313H) or for any other reason which the Landlord considers proper or sufficient. In the event of such closure or suspension, the Landlord and the Director of Marine shall not be liable for any losses suffered or expenses incurred whatsoever by the Tenant due to such closure or suspension and the Tenant shall not be entitled to any compensation therefor whatsoever.

(9) The security of the Premises and any property therein shall be the sole responsibility of the Tenant, and in particular, the Tenant shall at his own cost and

expense :-

- (a) ensure that adequate safety and security measures are taken for the protection of the Premises, the delivery and safe keeping of his goods to and in the Premises, and the transfer of monies from the Premises; and
- (b) install and maintain such security protection and burglar alarm system for the Premises, PROVIDED THAT the same shall be separate from and shall not interfere with the general security system of the Building.

(10) The Tenant shall use his best endeavour to make and maintain the Premises including the shop sign(s) and/or advertising signboard(s) and/or placard(s) and/or sign(s) and/or notice(s) and/or poster(s), if any, approved under Special Condition No. (7) set out in the Third Schedule hereto in a manner appropriate to the carrying out of the Business and satisfactory to the Landlord in all respects throughout the term of the tenancy hereby created.

(11) Only goods which are the property of the Tenant may be displayed, kept, stored or sold in the Premises.

(12) (a) The Tenant shall not make any alteration or addition to the glazing panels and supporting frames or wall surfaces of the Building at the exterior perimeter of the Premises.

(b) The Tenant shall reimburse the Landlord the cost of replacing all broken and damaged glazing panels at the exterior perimeter of the Premises whether or not the same be broken or damaged as a result of the negligence of the Tenant. The said costs shall be payable by the Tenant to the Landlord on demand and such costs if unpaid on the due date as specified by the Landlord shall carry interest at the rate of two per centum (2%) per annum above the prevailing Best Lending

Rate of The Hongkong and Shanghai Banking Corporation Limited and together they shall be a debt due from the Tenant to the Landlord and be forthwith recoverable by action (it being agreed and declared that a certificate under the hand of the Landlord as to the costs of any such replacement works shall be final, conclusive and binding on the Tenant).

(13) Except with the prior written consent of the Landlord, the Tenant shall not alter any main electricity cable, gas or water pipe or drain or heating apparatus or to cut or damage any of the doors, windows, walls, partitions, staircases or floors of the Premises or the Building or to erect, install or alter any fixtures, partitions or other erection or installation within the Premises or the Building or to alter any part of the main structure of the Premises or the Building or other structural elements thereof or to attach anything to any structural wall or ceiling of the Premises or the Building or to paint or make any alteration whatsoever to the exterior of the Premises or the Building.

(14) The Tenant shall give notice in writing to the Landlord or the authorized persons of any damage to the Premises and of any accident to or defects in the water and gas pipes (if any), electrical wiring or fittings, fixtures, equipment or other services or facilities including but not limited to air-conditioning, ventilation system and fire services installation within, connected to or connecting the Premises forthwith and to repair at the Tenant's own cost and expense such damage and defects in all respects to the satisfaction of the Landlord failing which such repair works shall be undertaken by the Landlord at the Tenant's own cost and expense. The costs of all such repair works shall be payable by the Tenant to the Landlord on demand and such costs shall include such administrative charges as may be fixed by the Landlord in its absolute discretion. Such costs if unpaid on the due date as specified by the Landlord shall carry interest at the rate of two per centum (2%) per annum above the prevailing Best Lending Rate of The Hongkong and Shanghai Banking Corporation Limited and together they shall be a debt due from the Tenant to the Landlord and be forthwith recoverable by action (it being agreed and declared that a certificate under the hand of the Landlord as to the costs of any such works shall be final, conclusive and binding on the Tenant).

(15) The Tenant shall not overload the electrical wiring, cables, water pipes or apparatus associated therewith in or serving the Premises and shall comply in all respects with all requirements and regulations of the utility companies and of the Landlord with respect to the said utilities.

(16) The Tenant shall allow pipes, conduits or other conducting media or utility services to pass through, over or under the Premises to serve other premises and areas in the Building and shall permit the Landlord and the authorized persons to enter the Premises at all reasonable times with or without appliances and to inspect, erect, maintain, repair or replace such pipes, conduits or other conducting media or utility services.

(17) If the Tenant shall have obtained the consent or approval or permission of the Landlord or the Director or the Director of Marine or their duly authorized officer(s) whether or not pursuant to the provisions herein contained, the Tenant shall observe and comply with the terms and conditions on which such consent or approval or permission is given (including but not limited to the consent or approval or permission given under the Shipping and Port Control Ordinance (Cap. 313) and its subsidiary legislation including the Shipping and Port Control (Ferry Terminals) Regulations (Cap. 313H) and in addition, the Tenant shall at his own cost and expense in carrying out any works on the Premises follow all instructions and directions of the Landlord or the Director or the Director of Marine or their duly authorized officers in relation thereto.

(18) The Tenant shall at his own cost and expense take all necessary steps and precautions to protect the Premises from :-

- (a) damage by floods, white ants, termites, fire, storm, typhoon, landslip or the like; and
- (b) becoming infested with termites, rats, mice, cockroaches or any other pests or vermin.

- (19) The Tenant shall at his own cost and expense :-
- (a) keep and maintain the Premises at all times in a safe, clean, neat, tidy, sanitary state and condition in all respects to the satisfaction of the Landlord under this Agreement and the Director of Marine pursuant to regulation 32(1)(a) of the Shipping and Port Control (Ferry Terminals) Regulations (Cap. 313H); and
 - (b) arrange for and effect the daily removal from the Premises of all litter, paper, rubbish, refuse and garbage in accordance with the regulations from time to time, made, announced or adopted by the Landlord PROVIDED THAT if required by the Landlord, the Tenant shall use the services provided by the Landlord and shall pay to the Landlord such fees as the Landlord shall determine, whose determination shall be final, conclusive and binding on the Tenant. For the avoidance of doubt, the management fees and the air-conditioning charges in respect of the Premises payable under Clause (2)(i) of this Agreement do not cover the fees for the said services provided by the Landlord under this sub-clause (b) of this Special Condition No. (19).
- (20) (a) The Tenant shall not encumber or obstruct or permit or suffer to be encumbered or obstructed with any boxes, furniture, articles, rubbish or other obstruction of any kind or nature nor cause or permit any of his servants, employees, contractors, subcontractors, workmen, agents, occupiers, visitors, guests, licensees or invitees to use for any purpose other than that for which they are intended any of the entrance ways, stairways, lifts, escalators, passageways, landings or any other areas in the Building in common use. The Tenant shall not cause or permit or suffer to be caused any damage or dirtiness to such entrance ways, stairways, lifts, escalators, passageways,

landings or any other areas in the Building in common use or such fabric, walls or any other facilities in the Building.

- (b) The Tenant shall pay or reimburse the Landlord forthwith upon demand all costs, losses and damages incurred, suffered or payable by the Landlord arising directly or indirectly out of or in connection with the Tenant's failure to comply with or to observe the provisions in sub-clause (a) of this Special Condition No. (20).

(21) The Tenant shall pay to the Landlord forthwith upon demand the costs incurred by the Landlord in cleansing and clearing any of the drains choked or blocked by improper or careless use thereof by the Tenant or his servants, employees, workmen, contractors, subcontractors, agents, occupiers, visitors, guests, invitees or licensees. The costs of all such cleansing and clearing works shall be payable by the Tenant to the Landlord on demand and such costs shall include such administrative charges as may be fixed by the Landlord in its absolute discretion. Such costs if unpaid on the due date as specified by the Landlord shall carry interest at the rate of two per centum (2%) per annum above the prevailing Best Lending Rate of The Hongkong and Shanghai Banking Corporation Limited and together they shall be a debt due from the Tenant to the Landlord and be forthwith recoverable by action (it being agreed and declared that a certificate under the hand of the Landlord as to the costs of any such cleansing or clearing works shall be final, conclusive and binding on the Tenant).

(22) The Tenant shall operate the Business in accordance with good commercial practice and in all respects to the satisfaction of the Landlord and shall ensure that the reputation of the Building, the goodwill and reputation of the Landlord, other tenants or occupiers of the Building or their businesses or operations carried on in the Building will not in any way be prejudiced.

- (23) (a) The Tenant shall not carry out any touting or soliciting for business or the distribution of any pamphlet, notice or advertising material outside the Premises or anywhere within

the Building, either by the Tenant or by any of the Tenant's employees, agents or licensees.

- (b) The Tenant shall not carry on or run or operate the Business as specified in the First Schedule hereto beyond the Premises.

(24) The Tenant shall not cook, re-heat or prepare any food other than re-heating of food by means of microwave oven(s) and small household electrical appliance(s) in the Premises.

(25) No cigarettes, cigars, other tobacco related products, alcohols or drugs shall be displayed, supplied or sold at the Premises. The decision of the Landlord as to what constitute cigarettes, cigars, other tobacco related products, alcohols or drugs shall be final, conclusive and binding on the Tenant.

(26) The Tenant shall not use or permit or suffer to be used the Premises or any part thereof as sleeping quarters or as domestic premises within the meaning of any laws, ordinances, rules or regulations for the time being in force in Hong Kong or allow any person to remain on the Premises overnight except with the prior written approval of the Landlord.

(27) The Tenant shall not conduct any closing down or liquidation sale or sale by auction or otherwise permit any other activity of a similar nature to take place in the Premises.

(28) The Tenant shall not use any gramophone, radio, television, loudspeaker, musical instrument or similar apparatus or equipment in such a way that the same shall be audible outside the Premises.

(29) The Tenant shall not keep any animals or pets within the Premises.

(30) The Tenant shall not dump any earth, debris, spoil of whatsoever nature, or building materials on any Government land or properties.

(31) The Tenant shall not employ illegal workers and in the event of breach of this Special Condition No. (31), the Landlord shall be entitled to terminate the tenancy hereby created and re-enter upon the Premises or any part thereof in the name of the whole on giving the Tenant three (3) calendar months' notice in writing to that effect to expire at any time and the Tenant shall not be entitled to any refund of the rent or any monies paid by the Tenant or any part thereof or to any payment or claim any compensation therefor whatsoever.

(32) The Landlord shall have the absolute right at its sole discretion to permit any premises or areas within the Building (excluding the Premises) to be used for the purposes as specified in the First Schedule hereto or for any other purposes and the Tenant shall make no objection thereto and shall have no right to claim compensation whatsoever for such permission.

(33) The Tenant shall not carry out or permit any activity or works on or relating to the Premises which in the opinion of the Landlord may affect the stability of the Premises or the Building and the structures within the Premises or the Building or surrounding the Premises. The Tenant shall indemnify and keep indemnified the Landlord, the authorized persons and other users, licensees, occupiers and visitors of the Building from and against all actions, proceedings, suits, liabilities, costs, charges, expenses, losses, damages, claims and demands (whether financial or otherwise) whatsoever and howsoever arising directly or indirectly out of or in connection with the carrying out of any aforesaid activity or works by the Tenant.

(34) No human or animal remains whether in earthenware jars, cinerary urns or otherwise shall be deposited or stored within the Premises or the Building.

(35) Notwithstanding any provisions herein contained, the Landlord shall have full power to terminate this Agreement and resume, re-enter upon and retake possession of the whole or any part of the Premises if the same shall be required for the improvement of Hong Kong or for any other public purpose whatsoever (as to which the decision of the Chief Executive of Hong Kong shall be final, conclusive and binding on the Tenant) on giving to the Tenant three (3) calendar

months' prior notice in writing to that effect to expire at any time. Upon the expiration of the said notice and without prejudice to the Landlord's right to enforce any antecedent breaches, the tenancy of the Premises so resumed shall cease and determine and the Tenant shall quit and deliver up vacant possession of the Premises so resumed and the structures therein. In the event of such termination by the Landlord, no compensation whatsoever shall be paid by the Landlord to the Tenant in respect of the Premises or any part thereof so resumed regardless of whether the Landlord shall terminate this Agreement during the term of the tenancy hereby created.

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

(37) (a) The Tenant acknowledges that renovation works as may be required to be done to the Building (including but not limited to internal walls, external walls, floors and canopy (if any) of the Building) may be carried out during the term of the tenancy hereby created. The Tenant shall follow and accept any temporary arrangements caused by such renovation works as may be notified by the Landlord by written notice to the Tenant. The Tenant agrees to the erection of any temporary structure(s) by the Landlord inside or outside the Building or in front of the Premises for the purposes of carrying out the said renovation works. The Tenant shall have no right to claim against the Landlord for (a) any loss, damage or compensation whatsoever directly or indirectly arising out of or in connection with the said renovation works and/or the said temporary arrangements; or (b) any reimbursement of any costs or expenses incurred by the Tenant in following and accepting any temporary arrangements caused by such

renovation works.

- (b) Notwithstanding anything contained in this Agreement, the Landlord and the authorized persons, upon prior written notice to the Tenant (or without notice and forcibly if necessary in the event of an emergency, in respect of which the Landlord's decision shall be final, conclusive and binding on the Tenant), shall have the right of unrestricted ingress, egress and regress to, from and through the Premises or any part thereof, whether with or without appliances, tools, equipment, plant, machinery or motor vehicles, free of cost or charge for the purposes of carrying out renovation works referred to in sub-clause (a) of this Special Condition No. (37). The Tenant shall accept the temporary interruption or disruption to the provision of the utility or building services (including but not limited to water supply, electricity supply, air-conditioning and lighting, etc.) during the renovation period mentioned in sub-clause (a) of this Special Condition No. (37). The Tenant acknowledges and agrees that the Landlord and the authorized persons shall not be liable or accountable or responsible for any annoyance, disturbance, nuisance, injury, loss or damage caused to or suffered by the Tenant, or his servants, employees, contractors, subcontractors, workmen, agents, or any occupiers, visitors, guests, invitees or licensees or to his or their property caused by or arising directly or indirectly out of or in connection with the said renovation works and/or the said temporary arrangements referred to in sub-clause (a) of this Special Condition No. (37) or any other related works and no claim or reduction in rent or otherwise shall be made by the Tenant against the Landlord by reason of such renovation works or any other related works.

- (38) The Tenant shall carry out and operate the Business as specified in the First Schedule hereto on the Premises during such opening days and/or opening

hours as may be specified by the Landlord from time to time during the term of the tenancy hereby created. Such opening days and/or opening hours may be revised or varied by the Landlord from time to time and at any time during the term of the tenancy hereby created at the Landlord's absolute discretion (and the opening hours of the Premises may be specified as twenty-four (24) hours a day). The Landlord may, from time to time throughout the term of the tenancy hereby created, by notice in writing to the Tenant and on terms that the Landlord may determine, revise or vary the opening days and/or opening hours of the Premises. In the event of any revision or variation of the opening days and/or opening hours of the Premises, the Tenant shall not raise any objection against such revision or variation of the opening days and/or opening hours of the Premises nor make any claim for compensation or relief of any nature whatsoever against the Landlord or the authorized persons or any public officer for any revenue loss or increase in costs and expenses in the performance of this Agreement resulting from or due to such revision or variation of the opening days and/or opening hours of the Premises. The Tenant shall also not be entitled to any refund of the rent, management fees, air-conditioning charges, electricity charges, utility services charges or other charges already paid or any part thereof nor be entitled to claim for any reduction of the rent, management fees, air-conditioning charges, electricity charges, utility services charges or other charges. For the avoidance of doubt, the opening days and/or opening hours of the Premises shall be revised or varied in accordance with the terms of the Landlord's written notice.

(39) In the event the Premises are not being used or operated to the satisfaction of the Landlord in accordance with Clause (2)(b) of this Agreement, the Landlord shall have the right to terminate this Agreement and retake possession of the Premises upon giving one (1) calendar month's prior notice in writing to the Tenant to that effect. No compensation shall be payable to the Tenant by the Landlord in respect of any loss or damage occasioned by the Tenant arising from such termination.

(40) No doors shall be allowed to open outwards from the Premises.

(41) The Tenant shall not use or permit or suffer the use of any liquefied

petroleum gas (L.P.G.), town gas, ovens, light bonfires or flames within the Premises or any part thereof.

(42) The Tenant shall not install any cooling, heating or dehumidifying equipment within the Premises or any part thereof unless the prior written approval of the Landlord has been obtained.

(43) The Tenant shall not install any pipes and ancillary apparatus for the supply of gas or water to the Premises.

(44) The superimposed load within the Premises shall not exceed 5.0 kilonewton per square metre so as not to render inadequate the margin of safety of, or impair the structural integrity and stability of, or cause damage to, any existing structure of the Premises and the Building.

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

(46) Subject to the prior written approval of the Landlord and permission of the Director of Marine granted under regulation 29 of the Shipping and Port Control (Ferry Terminals) Regulations (Cap. 313H) (which, if given, may impose (a) the restrictions on goods and services permitted to be sold or provided on the Premises; and (b) such other conditions as the Landlord or the Director of Marine may consider appropriate), the Tenant may use the Premises or any part thereof for retail and/or provision of services (excluding TV / Internet game centre, off-course betting centre, mahjong school, duty free shops and cooking / heating of food other than heating of food by means of microwave oven and small household electrical appliance). The range and / or class of goods to be sold in the Premises must exclude cigarette, cigar or other tobacco products and duty free liquor and tobacco, wine and any goods or commodities that are prohibited under the Import and Export Ordinance (Cap. 60), any regulations made thereunder and any amending legislations. The decision of the Landlord and the Director of Marine as to whether or not to give the approval as aforesaid to the Tenant subject to any

restrictions or conditions to be imposed thereto, shall be final, conclusive and binding on the Tenant.

- (47) (a) (i) The Tenant shall not provide any plastic straw for any customers.
- (ii) Subject to sub-clause (a)(iii) of this Special Condition No. (47), the Tenant shall not provide any disposable cutlery (e.g. stirrers, forks, knives, spoons and chopsticks) and disposable food / drink containers (e.g. cups, bowls, dishes, plates and boxes) for any customers.
- (iii) If requested by customers, the Tenant may provide non-plastic disposable cutlery (e.g. wood or bamboo) and non-plastic disposable food / drink containers (e.g. paper, plant fibre or metal foil) on a need basis for food or drinks provided that such non-plastic disposable cutlery is not provided in sets. In any event, the Tenant shall not provide any disposable plastic tableware.
- (iv) For clarity purpose, plastic includes poly-foam, polyethylene, poly-lactic acid (PLA), oxo-plastic and all other types of plastic. It does not include paper coated with plastic or wax. "Tableware" includes straws and stirrers, cutlery (e.g. stirrers, forks, knives, spoons and chopsticks), food / drink containers (e.g. cups, bowls, dishes, plates and boxes) and individually packed wet tissues.
- (v) The Tenant shall comply with the requirements and conditions as stipulated in sub-clauses (a)(i) to (iv) of this Special Condition No. (47) in all respects to the satisfaction of the Landlord and the decision of the Landlord as to whether the Tenant has complied with

those requirements and conditions in all respects to the satisfaction of the Landlord shall be final, conclusive and binding on the Tenant.

- (vi) In the event that the Tenant fails to comply with the requirements and conditions as stipulated in sub-clauses (a)(i) to (iv) of this Special Condition No. (47) in all respects to the satisfaction of the Landlord, without prejudice to any other right or remedy which the Landlord may have in relation to any breach, non-compliance and non-performance of the conditions of this Agreement on the part of the Tenant, the Landlord shall have the right to institute appropriate actions against the Tenant, including but not limited to barring applications for quotation for new tenancy by the Tenant; and the Landlord shall have the right to terminate the tenancy hereby created by giving the Tenant six (6) calendar months' notice in writing and the Tenant shall not be entitled to any refund of the rent, management fees, air-conditioning charges, electricity charges, utility services charges, rates, taxes, assessments, charges, duties or any other outgoings already paid by the Tenant or any part thereof nor any payment, loss, damage or compensation of whatsoever nature.

- (b) Notwithstanding sub-clause (a) of this Special Condition No. (47), it is agreed as follows :-
 - (i) The Tenant shall obtain the prior written approval of the Landlord under exceptional circumstances, such as delivery of public services in emergency situations (e.g. special / ad-hoc operations, rescue missions, emergency responses, opening of temporary shelters in community halls) or because of special operational requirements

(e.g. security requirements of correctional facilities, special hygiene measures required during disease outbreaks, prolonged outdoor work) before he may provide disposable plastic tableware when warranted by the said genuine service / operational needs.

- (ii) The Tenant may provide disposable (including plastic) straws free of charge on request to meet special needs arising from the medical requirements or physical conditions of individual customers.
 - (iii) The Tenant may provide plastic lids for cups and bowls for food or drinks.
 - (iv) The Tenant shall comply with the requirements and conditions as stipulated in sub-clauses (b)(i) to (iii) of this Special Condition No. (47) in all respects to the satisfaction of the Landlord and the decision of the Landlord as to whether the Tenant has complied with those requirements and conditions in all respects to the satisfaction of the Landlord shall be final, conclusive and binding on the Tenant.
- (c)
- (i) For the avoidance of doubt, this Special Condition No. (47) is not applicable to disposable tableware which is within the packaging, or forms part of the packaging, of prepackaged food or drink.
 - (ii) Prepackaged food or drink means any food or drink packaged in such a way that the contents cannot be altered without opening or changing the packaging; and the food or drink, with its packaging, is ready for presentation to the ultimate customer as a single food or drink item.

- (iii) The decision of the Landlord as to what constitutes prepackaged food or drink shall be final, conclusive and binding on the Tenant.

(48) In addition to pass(es) required to be obtained under the Shipping and Port Control Ordinance (Cap. 313) and its subsidiary legislation including the Shipping and Port Control (Ferry Terminals) Regulations (Cap. 313H), the Tenant shall, within six (6) calendar months from the Date of Commencement, at his own cost and expense obtain the terminal pass in connection with the use and occupation of the Premises during the term of the tenancy hereby created (“Terminal Pass”) for the Tenant and/or his staff or employees from the Landlord. The Landlord shall not issue the said Terminal Pass if the use and occupation of the Premises is not for or in connection with the carrying out of the Business. The Tenant shall during the term of the tenancy hereby created observe and comply with all instructions and directions which may be imposed by the Landlord under this Agreement, and all conditions subject to which a pass is issued under the Shipping and Port Control (Ferry Terminals) Regulations (Cap. 313H) as may be specified by the Director of Marine from time to time. In the event that the Tenant fails to obtain the said Terminal Pass and pass(es) required to be obtained under the Shipping and Port Control Ordinance (Cap. 313) and its subsidiary legislation including the Shipping and Port Control (Ferry Terminals) Regulations (Cap. 313H) (hereinafter collectively referred to as “Passes”) within six (6) calendar months from the Date of Commencement or fails to renew the said Passes or fails to observe and comply with all instructions and directions or conditions which may be imposed by the Landlord or the Director of Marine from time to time or the said Passes are cancelled or revoked by the Landlord or the Director of Marine (as the case may be) during the term of the tenancy hereby created, the Landlord shall be entitled to terminate this Agreement at any time by giving no less than one (1) calendar month’s prior notice in writing to the Tenant without any compensation therefor being paid by the Landlord to the Tenant or relief of any nature whatsoever against the Landlord and without prejudice to any rights and remedies of the Landlord arising from any loss and damage caused to the Landlord as a result of the termination of this Agreement, and the Tenant shall have no residual rights of

any kind whatsoever over the Premises and all fixtures, fittings and equipment installed by the Tenant in the Premises pursuant to this Agreement. The termination of this Agreement shall take effect on a date specified in the notice.

(49) Neither the Tenant nor any of its related persons (as defined in Clause (4)(t)(iv)) shall engage or be involved in any act or activity described in Clause (4)(r)(i)(1) to (4) hereof.

(50) No part of the Premises shall be used for the purpose of or in any manner in connection with performing any act or activity described in Clause (4)(r)(i)(1) to (4) hereof.

OR

Sealed with the Common Seal of)
the Tenant and signed by)

)
)

in the presence of :-)

.....

Name of Witness in block letters :

Occupation :

Address :

OR

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

Executed by the Tenant acting through)
)

[its sole director],)
)

or
[its director and],)
)

[its director],)
)

or
[its director and],)
)

[its company secretary],)
)

in accordance with Sections 127(3) and)
127(5) of the Companies Ordinance)

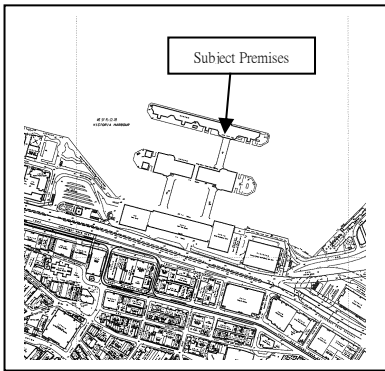
(Cap. 622))
)

in the presence of:-)

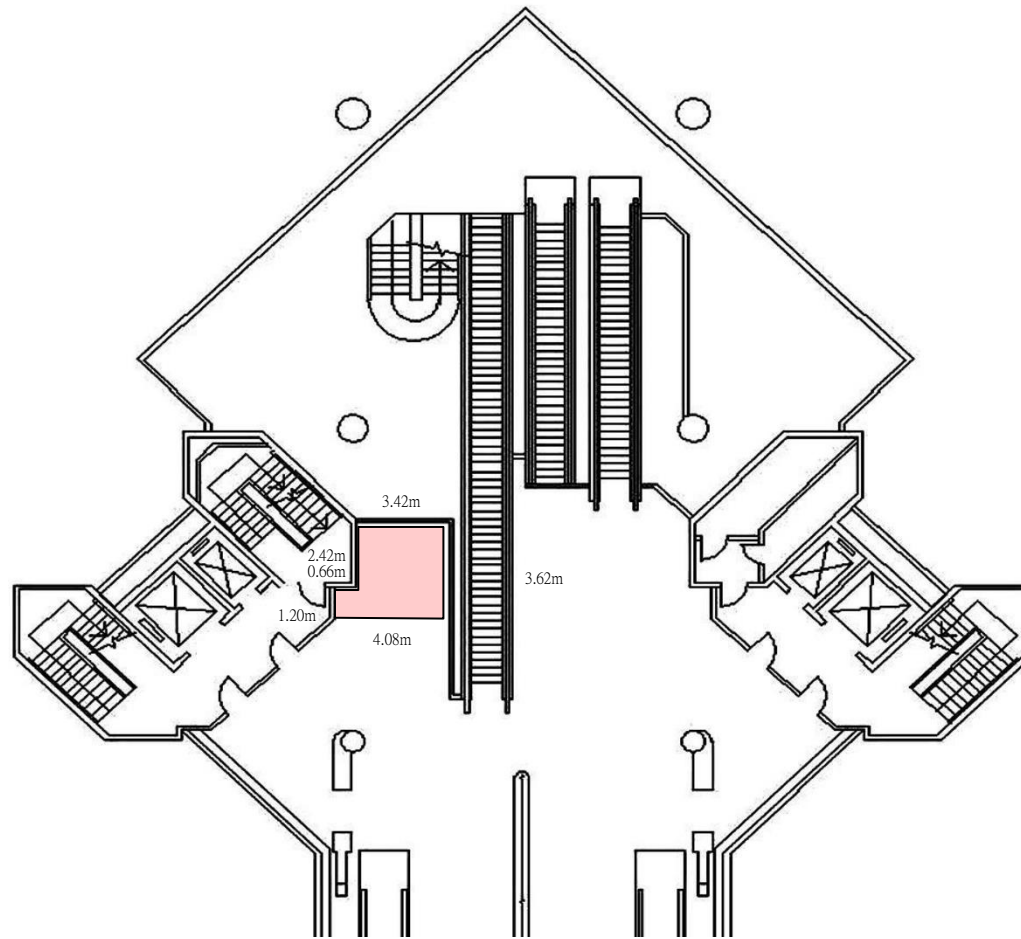
Name of Witness in block letters :

Occupation :

Address :



Location Plan



NOT TO SCALE
FOR IDENTIFICATION PURPOSES ONLY

PART PLAN OF DECK 3, OUTER PIER OF
HONG KONG-MACAO FERRY TERMINAL
COLOURED PINK AREA 13.17 SQUARE METRES (ABOUT)

TENANCY AGREEMENT NO. :

MFT2009

TENANT :

PREMISES :

SHOP NO. 9 AT THE RESTRICTED
AREA ON DECK 3, OUTER PIER OF
HONG KONG-MACAO FERRY
TERMINAL, SHEUNG WAN, HONG
KONG

PARTIES	SIGNATURE/ EXECUTION
LANDLORD	
WITNESS	
TENANT	
WITNESS	
DATE	
FILE NO.	MD-FTS-F01-060-17A-041[1]
PLAN NO.	MFT2009



**MARINE
DEPARTMENT**

