

**QUOTATION NOTICE****INVITATION TO QUOTATION FOR A LICENCE RELATING TO  
AREA 4 AT THE DEPARTURE WAITING HALL  
IN THE RESTRICTED AREA ON DECK 1, INNER PIER OF  
HONG KONG-MACAO FERRY TERMINAL, SHEUNG WAN, HONG KONG  
(Quotation Reference No.: MFT4004)**

Quotations are invited for a licence relating to the area described and specified in the First Schedule to the form of Licence Agreement annexed hereto (hereinafter referred to as “the Form of Licence Agreement”) situated at the Departure Waiting Hall in the restricted area on Deck 1, Inner Pier of Hong Kong-Macao Ferry Terminal, Sheung Wan, Hong Kong (hereinafter referred to as “the Terminal”) having a total floor area of 1.0 square metre or thereabouts (hereinafter referred to as “the Area”) which is for identification purpose only shown coloured pink and marked “Area 4” on the plan (Plan No. MFT4004) annexed to the Form of Licence 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 the installation, operation, management, maintenance and control of one (1) automatic vending machine for the sale of travel-themed souvenirs and gifts (excluding food, instant meals, water, drinks, capsule toys, tobacco and cigarettes) or pre-packed snacks in the Area and on such terms and conditions as set out in the Licence 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 licence fee (exclusive of rates, electricity charges, charges, taxes, assessments, duties 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 licence fee (exclusive of rates, electricity charges, charges, taxes, assessments, duties and any other outgoings whatsoever) they are prepared to offer to the Government for the above licence. **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 Licence Relating to Area 4 at the Departure Waiting Hall in the restricted area on Deck 1, Inner Pier of Hong Kong-Macao Ferry Terminal, Sheung Wan, Hong Kong (Quotation Reference No.: MFT4004)**” 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 **28th 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 Licence 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 Licence 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 licence fee 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 24th 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 Clause (4)(c)(i) of the Form of Licence Agreement) as required under the Licence 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 Area and carry out the Business (as defined in Clause (1) of the Form of Licence Agreement) thereon for their own use, and the successful bidder shall not assign, sub-licence, mortgage, charge, demise, sublet, underlet, share or part with the possession of or otherwise dispose of the Area or any part thereof or any structure or structures thereon or any rights granted under the licence 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 licensee of the Area 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 licence agreement which shall commence on the Date of Commencement (as defined in the First Schedule to the Form of Licence Agreement) (“the Licence Agreement”) based on the Form of Licence 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 and first month’s licence fee** due under the Licence Agreement. Where the successful quotation has been made on behalf of a principal, the principal shall himself sign or execute the Licence 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 Licence Agreement and the plan annexed thereto. If the successful bidder shall fail to duly sign or execute the Licence Agreement and the plan annexed thereto or pay the **balance of Security Deposit and first month's licence fee** 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 licence of the Area to other parties or invite quotations or otherwise deal with the Area at such time and in such manner as the Government shall deem fit.

12. Subject to the due signing or execution of the Licence Agreement and the plan annexed thereto, and to the payment of the **balance of the Security Deposit and, first month's licence fee** as hereinbefore provided, the full right, liberty, licence and permission to use and occupy the Area under the licence will be given to the successful bidder on the Date of Commencement (as defined in the First Schedule to the Licence Agreement) which will not be later than three (3) months from the date on which the Licence 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 full right, liberty, licence and permission to use and occupy the Area under the licence will be so given and the date from which the term of the licence 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 24th 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 licence fee offered, adjust the amount of licence fee 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 licence fee 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 and first month's licence fee 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 Area in such state and condition as existing on the date on which the full right, liberty, licence and permission to use and occupy the Area under the licence is given and **all bidders are advised to inspect the Area and conduct a survey of the Area at their own costs and expenses to ascertain the physical condition or state or safety of the Area and the route of transporting automatic vending machine to the Area prior to submitting the quotation.** If bidders wish to conduct a site inspection of the Area, they shall on or before the 21st 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 24th 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 Licence 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 Licence Agreement. The decision of the Government to cancel the quotation exercise under this Quotation Notice or not to make any award of the Licence 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 Area 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 Licence 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 Licence 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.
  - (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 or members, 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 Licence Agreement; and
  - (iii) any other person whom the bidder proposes to employ, use, deploy or engage in relation to the performance of the Licence 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)(iii) and (iv).

25. Where 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 licence of the Area to other parties or invite quotations or otherwise deal with the Area 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 Licence 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 Licence 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

Bidders are advised to note that:

- (a) under Clause (3)(c) of the Form of Licence Agreement which will be incorporated in the Licence Agreement, the Licensee, i.e. the successful bidder, agrees to pay to the Licensor the electricity charges in respect of all electricity supplied to the Area and consumed by the Machine no later than fourteen (14) days upon receipt of a demand note issued by the Licensor which may be issued monthly or at such other intervals as the Licensor may decide. The Licensor will, based on the electricity consumed by the Machine and other apparatus ancillary thereto according to the readings of the electricity check meter(s) or meter(s) installed by the Licensor for the Area, determine at its sole discretion the electricity supply charges and such charges shall include such administrative charges as may be fixed by the Licensor in its sole discretion and whose determination shall be final, conclusive and binding on the Licensee. Such charges if unpaid on the due date as specified by the Licensor 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 Licensee to the Licensor, and be forthwith recoverable by action. For the avoidance of doubt, the supply and connection of electricity to the Area is and will be in existence and maintained by the Licensor during the term of the Licence Agreement;
- (b) Clause (4)(c) of the Form of Licence Agreement which will be incorporated in the Licence Agreement sets out the terms and conditions governing the deposit of the Security Deposit (as defined in Clause (4)(c)(i) of the Form of Licence Agreement) with the Government by the Licensee, i.e. the successful bidder, and the conditions under which refund of the Security Deposit shall be made upon the expiration or sooner termination of the Licence Agreement. In particular, pursuant to Clause (4)(c)(i) of the Form of Licence Agreement which will be incorporated in the Licence Agreement, **the Security Deposit (the sum of which is equivalent to three months' fixed monthly licence fee offered by the successful bidder in paragraph 1 of the Form of Quotation or as may be agreed between the Government and the successful bidder after negotiation in accordance with paragraph 2 of this Quotation Notice) paid by the Licensee, i.e. the successful bidder,** will be deposited with the Government as security for the due payment of the Licence Fee (as defined in the Second Schedule to the Form of Licence Agreement) (hereinafter referred to as "Licence Fee"), electricity charges, rates, taxes, assessments, charges, duties and other outgoings as aforesaid under the Form of Licence Agreement which will be incorporated in the Licence Agreement and the due payment of the licence fee, rent, air-conditioning

charges, electricity charges, Government rent, rates, management fees, taxes, assessments, charges, duties and other outgoings payable under any other agreements of any other licences or any leases or tenancies of any premises granted or to be granted by the Licensor to the Licensee, i.e. the successful bidder (hereinafter referred to as "Other Agreements") and the due performance and observance by the Licensee, i.e. the successful bidder, of all and singular the several agreements, covenants, provisions, conditions, terms and stipulations reserved and contained in the Form of Licence Agreement which will be incorporated in the Licence Agreement and in Other Agreements. Pursuant to Clause (4)(c)(ii) of the Form of Licence Agreement which will be incorporated in the Licence Agreement, at the expiration or sooner termination of the Licence Agreement, if there shall be any Licence Fee, electricity charges, rates, taxes, assessments, charges, duties and other outgoings contained in or any interest payable under Clause (4)(b) of the Licence Agreement and/or any licence fee, rent, air-conditioning charges, electricity charges, Government rent, rates, management fees, taxes, assessments, charges, duties and other outgoings payable under Other Agreements as at the date of the expiration or sooner termination of the Licence Agreement and any interest payable thereon in arrears, the Licensor may apply such Security Deposit towards payment of such arrears of the Licence Fee, electricity charges, rates, taxes, assessments, charges, duties and other outgoings contained in and any interest payable under Clause (4)(b) of the Licence Agreement and/or such arrears of the licence fee, rent, air-conditioning charges, electricity charges, Government rent, rates, management fees, taxes, assessments, charges, duties and other outgoings payable under Other Agreements as at the date of the expiration or sooner termination of the Licence Agreement and any interest payable thereon, and the Licensor shall be entitled to deduct the amount(s) from the Security Deposit for payment of any Licence Fee, electricity charges, rates, taxes, assessments, charges, duties and other outgoings contained in and any interest payable under Clause (4)(b) of the Licence Agreement in arrears to the Government and/or any licence fee, rent, air-conditioning charges, electricity charges, Government rent, rates, management fees, taxes, assessments, charges, duties and other outgoings payable under Other Agreements as at the date of the expiration or sooner termination of the Licence 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 in the Licence Agreement or in Other Agreements as at the date of the expiration or sooner termination of the Licence Agreement, the Licensor 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 Licensor may have against the Licensee, i.e. the successful bidder, by reason of the breach and shall only pay the balance (if any) of the Security Deposit to the Licensee, i.e. the successful bidder;

- (c) pursuant to Clause (4)(m) of the Form of Licence Agreement which will be incorporated in the Licence Agreement, the Licensor shall have the absolute right to permit any service or business for similar purposes set out in the First Schedule to the Form of Licence Agreement which will be incorporated in the Licence Agreement at the sole discretion of the Licensor to be operated in any other locations within the Terminal (as defined in Clause (1) of the Form of Licence Agreement) or adjacent to or adjoining the Area and the Licensee, i.e. the successful bidder, shall make no objection thereto and shall have no right to claim compensation whatsoever for such permission;
- (d) pursuant to Clause (4)(s) of the Form of Licence Agreement which will be incorporated in the Licence Agreement, the Licensor shall have the right to relocate the Machine to other location in the Terminal as the Licensor may in its absolute discretion determine by giving to the Licensee not less than one (1) calendar month's written notice to that effect and the Licensee shall within such period as determined by the Licensor enter into such document to effect the relocation of the Machine on the terms and conditions as determined by the Licensor at its absolute discretion. All costs and expenses for relocating the Machines shall be borne by the Licensee and the Licensee shall have no right whatsoever to claim compensation therefor or damages from the Licensor or to claim reduction or refund of the Licence Fee or any other charges;
- (e) pursuant to Special Condition No. (1) of the Third Schedule to the Form of Licence Agreement which will be incorporated in the Licence Agreement, the superimposed load within the Area 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 Area and the Terminal; and
- (f) under Special Condition No. (3) of the Third Schedule to the Form of Licence Agreement which will be incorporated in the Licence Agreement, the Machine (as defined in Clause (1) of the Form of Licence Agreement) shall accept payment by Octopus and other electronic payment systems commonly used in Hong Kong. For the avoidance of doubt, payment of coins shall not be accepted by the Machine.

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## 報價公告

### 報價邀請書

#### 香港上環港澳碼頭

#### 內碼頭第 1 層限制區離境等候大堂地方 4 的牌照

(報價編號：MFT4004)

現按本報價公告第 11 段載列的發牌協議所臚列的條款及條件，邀請就夾附發牌協議大綱(以下簡稱「發牌協議大綱」)附表 1 所描述和指明，位於香港上環港澳碼頭(以下簡稱「該碼頭」)內碼頭第 1 層限制區離境等候大堂地方 4(以下簡稱「該地方」)的牌照提交報價書。該地方的整體樓面面積約 1.0 平方米，位置於發牌協議大綱夾附的圖則(圖則編號：MFT4004)內以粉紅色標示，並標明為「地方 4」，以資識別。該地方的牌照期為三(3)年，由海事處高級海事主任／客運碼頭指定的日期起生效，用作在該地方安裝、操作、管理、保養和控制一(1)台自動售賣機，以售賣旅行主題紀念品和禮品(不包括食物、即食食品、飲用水、飲品、扭蛋玩具、煙草和香煙)或預先包裝零食。

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牌照的條款及條件，包括競投人士在夾附的報價表格內第 1 段所填寫的固定牌照月費(不包括差餉、電費、費用、稅項、評稅、關稅及任何其他支出)。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上述牌照而提議向政府繳付的 固定 牌照月費(不包括差餉、電費、費用、稅項、評稅、關稅及任何其他支出)。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內碼頭第 1 層限制區離境等候大堂地方 4 的牌照提交報價書(報價編號：MFT4004)」。

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 在二零二六年五月二十八日(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發牌協議大綱中加插、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發牌協議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 一個月牌照費(按建議牌照費計算)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二十四日可獲兌現。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 段簽訂的發牌協議中所規定的 部分保證金 (定義見發牌協議大綱第(4)(c)(i)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. 競投人士必須把該地方自用並用作經營業務(定義見發牌協議大綱第(1)條)，政府才會考慮接納其報價書。成功競投人士不得把該地方或其中任何部分或任何構築物或根據牌照授予的任何權利或其中任何權益轉讓、轉授、抵押、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地方的持牌人。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發牌協議大綱及夾附圖則為根據，並將於生效日期(定義見發牌協議大綱附表 1)生效的發牌協議(以下簡稱「發牌協議」)；並(ii)向政府繳付根據上述發牌協議應付的保證金餘數及首月牌照費。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發牌協議及夾附的圖則。如獲選的報價書由合夥公司或其他非屬法團的團體提交，則上述發牌協議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發牌協議及夾附的圖則，或未有在上述限期內向政府繳付保證金餘數及首月牌照費，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，政府有權把該地方的牌照批予他人，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地方。

12. 成功競投人士在妥為簽署或簽立上述發牌協議及夾附的圖則，並繳付前述規定的保證金餘數及首月牌照費後，使用和佔用該地方的全面權利、

自由、牌照及許可將於生效日期(定義見發牌協議附表 1)或不遲於簽署或簽立上述發牌協議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使用和佔用該地方的全面權利、自由、牌照及許可的日期及牌照生效日期。

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二十四日有效及可供接納。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牌照費的款額、與任何其他人士訂立安排調整建議牌照費的款額、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牌照費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及首月牌照費。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使用和佔用該地方的全面權利、自由、牌照及許可當日，該地方的情況及狀況接收該地方。所有競投人士請於遞交報價書前，自費視察及勘測該地方，以確定該地方的實際情況、狀況或穩固安全程度，以及運送自動售賣機到該地方的路線。競投人士如欲實地視察該地方，須在二零二六年五月二十一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二十四日或之前公布。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發牌協議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，以及不批出發牌協議。政府就取消本報價公告報價工作及不批出發牌協議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地方重新安排報價工作。
23. (a) 本報價公告、報價表格及發牌協議大綱，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，在妥為簽署或簽立發牌協議及夾附的圖則前，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。
- (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) 競投人士的股東或成員、董事、人員及僱員；

- (ii) 競投人士擬就履行發牌協議而僱用、使用、調派或聘用的代理人及承判商；以及
  - (iii) 競投人士擬就履行發牌協議而僱用、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)(iii)及(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，政府有權把該地方的牌照批予他人，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地方。

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、簽訂及履行發牌協議的人；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、慫恿、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、報價表格及其夾附發牌協議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

競投人士請注意：

- (a) 根據將會納入發牌協議的發牌協議大綱第(3)(c)條，持牌人(即成功競投人士)同意在收到發牌人發出的繳款通知書後十四(14)天內，就供應予該地方及該售賣機所耗用的所有電力向發牌人支付全部費用，該繳款通知書可按月發出，或按發牌人決定的其他相隔時間發出。發牌人將根據由發牌人為該地方安裝的電力分錶或電錶的讀數，基於該售賣機及其他附屬器具的耗電量，全權酌情釐定電費，而有關費用應包括由發牌人全權酌情釐定的行政費用，且屬最終決定及不可推翻，並對持牌人有約束力。如有關費用在發牌人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持牌人欠發牌人的債項，並可隨即透過訴訟追討。為免生疑問，在發牌協議有效期內，該地方的電力供應和連接已存在，且將會持續存在，並由發牌人進行保養；
- (b) 將會納入發牌協議的發牌協議大綱第(4)(c)條載有條款及條件，規管持牌人(即成功競投人士)向政府支付保證金(定義見發牌協議大綱第(4)(c)(i)條)及當發牌協議期滿或提早終止時退還上述保證金。具體而言，根據將會納入發牌協議的發牌協議大綱第(4)(c)(i)條，持牌人(即成功競投人士)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 3 個月固定牌照月費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)會存放於政府，以保證發牌協議大綱附表 2 訂明的牌照費(以下簡稱「牌照費」)、電費、差餉、稅項、評稅、費用、關稅及其他支出獲如期繳付，並保證發牌人已經或將會就任何處所向持牌人(即成功競投人士)批出的任何其他發牌協議、租契或租賃協議(以下簡稱「其他協議」)的牌照費、租金、空調費、電費、地租、差餉、管理費、稅項、評稅、費用、關稅及其他支出獲如期繳付，以及保證將會納入發牌協議的發牌協議大綱及其他協議保留和載有的全部及個別協議、契約、條文、條件、條款及規定得到持牌人(即成功競投人士)妥為履行和遵守。根據將會納入發牌協議的發牌協議大綱第(4)(c)(ii)條，發牌協議期滿或提早終止時，如有發牌協議第(4)(b)條所載的任何牌照費、電費、差餉、稅項、評稅、費用、關稅及其他支出，以及任何應繳利息，及／或其他協議訂明的任何應繳牌照費、租金、空調費、電費、地租、差餉、管理費、稅項、評稅、費用、關稅及其他支出，以及欠繳任何就該等欠款而須支付的利息，發牌人可把保證金用作支付發牌協議第

- (4)(b)條所載的任何牌照費、電費、差餉、稅項、評稅、費用、關稅及其他支出的欠款，以及任何應繳利息及／或發牌協議期滿或提早終止時，其他協議的任何應繳牌照費、租金、空調費、電費、地租、差餉、管理費、稅項、評稅、費用、關稅及其他支出，以及任何應繳利息。在發牌協議期滿或提早終止時，發牌人有權從保證金扣除款項，以支付發牌協議第(4)(b)條所載的任何牌照費、電費、差餉、稅項、評稅、費用、關稅及其他支出，以及根據發牌協議第(4)(b)條應向政府支付的任何應繳利息及／或任何牌照費、租金、空調費、電費、地租、差餉、管理費、稅項、評稅、費用、關稅及其他支出，以及任何就該等欠款而須向政府或其他公司(視情況而定)支付的利息，又或在發牌協議期滿或提早終止時如有任何違反發牌協議或其他協議所載協議、契約、條文、條件、條款或規定的情況，發牌人可使用保證金(在可能範圍內)作出補救，並只須向持牌人(即成功競投人士)支付該筆保證金的餘額(如有的話)，但此舉並不影響發牌人可能就有關違反事項向持牌人(即成功競投人士)提出的任何其他申索或補償。
- (c) 根據將會納入發牌協議的發牌協議大綱第(4)(m)條，發牌人有絕對權力，可全權酌情准許在港澳碼頭(定義見發牌協議大綱第(1)條)內任何其他位置，或相鄰或毗連該地方之處，經營擬納入發牌協議的發牌協議大綱附表 1 所載同類用途的任何服務或業務。持牌人(即成功競投人士)不得對此提出反對，亦無權對有關准許申索任何補償；
- (d) 根據將會納入發牌協議的發牌協議大綱第(4)(s)條，發牌人有權將該售賣機遷移至港澳碼頭內其他地點，具體地點由發牌人全權酌情決定，並須就此向持牌人發出不少於一(1)個曆月書面通知。持牌人應在發牌人所定的期限內，簽訂相關文件以完成遷移該售賣機，有關條款及條件由發牌人全權酌情決定。搬遷售賣機所產生的所有費用及開支均應由持牌人承擔，而持牌人無權就此向發牌人申索任何補償或損害賠償，亦無權要求減免或退還牌照費或任何其他費用；
- (e) 根據將會納入發牌協議的發牌協議大綱附表 3 特別條件第(1)條，該地方的附加荷載不得超過每平方米 5.0 千牛頓，以免使該地方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；以及
- (f) 根據將會納入發牌協議的發牌協議大綱附表 3 特別條件第(3)條，該售賣機(定義見發牌協議大綱第(1)條)須接受以八達通及任何其

他香港常用的電子付款系統付款。為免生疑問，該售賣機不得接受以硬幣付款。

**FORM OF QUOTATION**

**QUOTATION FOR A LICENCE RELATING TO AREA 4  
AT THE DEPARTURE WAITING HALL  
IN THE RESTRICTED AREA ON DECK 1, INNER PIER OF  
HONG KONG-MACAO FERRY TERMINAL, SHEUNG WAN, HONG KONG  
(Quotation Reference No.: MFT4004)**

Quotation for a licence relating to the area described and specified in the First Schedule to the form of Licence Agreement annexed to the Quotation Notice in respect of the Area (hereinafter referred to as “the Form of Licence Agreement”) situated at the Departure Waiting Hall in the restricted area on Deck 1, Inner Pier of Hong Kong-Macao Ferry Terminal, Sheung Wan, Hong Kong having a total floor area of 1.0 square metre or thereabouts (hereinafter referred to as “the Area”) as shown for identification purpose only coloured pink and marked “Area 4” on the plan (Plan No. MFT4004) annexed to the Form of Licence Agreement on such terms and conditions as set out in the Form of Licence Agreement and at the fixed monthly licence fee 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. MFT4004) annexed to the Form of Licence 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 take the above licence 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 licence fee of Hong Kong Dollars \_\_\_\_\_ only (HK\$ \_\_\_\_\_) (exclusive of rates, electricity charges, charges, taxes, assessments, duties 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 Licence Agreement) and on such terms and conditions as set out in the Form of Licence Agreement.

2. If this quotation is accepted, the bidder shall enter into the Licence Agreement as mentioned in paragraph 11 of the Quotation Notice, which shall commence on the Date of Commencement (as defined in the First Schedule to the Form of Licence Agreement), with the Government in the manner pursuant to the terms and conditions of the Quotation Notice, whereby the bidder shall be the Licensee and the Government as represented by the Marine Department shall be the Licensor of the Area.

3. A **CASHIER’S ORDER** for Hong Kong Dollars \_\_\_\_\_ only (HK\$ \_\_\_\_\_), which is equivalent to one month’s licence fee 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 Clause (4)(c)(i) of the Form of Licence Agreement) as required under the Licence Agreement if my/our quotation is accepted.  
/ A **CHEQUE** for Hong Kong Dollars \_\_\_\_\_ only (HK\$ \_\_\_\_\_), which is equivalent to one month’s licence fee offered as mentioned in paragraph 7 of the said Quotation Notice, **certified good for payment** up to the 24th 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 Licence 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 licence fee (exclusive of rates, electricity charges, charges, taxes, assessments, duties 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 Area is restricted to the purposes as set out in the First Schedule to the Form of Licence 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 Licence Agreement, and shall remain in full force and effect notwithstanding the expiry or early termination of the licence.**

6. I/We agree to keep my/our offer open for acceptance by the Government until the 24th 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 licence fee offered;
  - (ii) adjusted the amount of the licence fee 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 licence fee offered;
  - (ii) adjust the amount of the licence fee 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 licence fee 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:

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

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 LICENCE RELATING TO AREA 4  
AT THE DEPARTURE WAITING HALL  
IN THE RESTRICTED AREA ON DECK 1, INNER PIER OF  
HONG KONG-MACAO FERRY TERMINAL, SHEUNG WAN, HONG KONG  
(Quotation Reference No.: MFT4004)**

Quotation for a licence relating to the area described and specified in the First Schedule to the form of Licence Agreement annexed to the Quotation Notice in respect of the Area (hereinafter referred to as “the Form of Licence Agreement”) situated at the Departure Waiting Hall in the restricted area on Deck 1, Inner Pier of Hong Kong-Macao Ferry Terminal, Sheung Wan, Hong Kong having a total floor area of 1.0 square metre or thereabouts (hereinafter referred to as “the Area”) as shown for identification purpose only coloured pink and marked “Area 4” on the plan (Plan No. MFT4004) annexed to the Form of Licence Agreement on such terms and conditions as set out in the Form of Licence Agreement and at the fixed monthly licence fee 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. MFT4004) annexed to the Form of Licence 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 take the above licence 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 licence fee of Hong Kong Dollars \_\_\_\_\_ only (HK\$ \_\_\_\_\_) (exclusive of rates, electricity charges, charges, taxes, assessments, duties 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 Licence Agreement) and on such terms and conditions as set out in the Form of Licence Agreement.

2. If this quotation is accepted, the bidder shall enter into the Licence Agreement as mentioned in paragraph 11 of the Quotation Notice, which shall commence on the Date of Commencement (as defined in the First Schedule to the Form of Licence Agreement), with the Government in the manner pursuant to the terms and conditions of the Quotation Notice, whereby the bidder shall be the Licensee and the Government as represented by the Marine Department shall be the Licensor of the Area.

3. A **CASHIER’S ORDER** for Hong Kong Dollars \_\_\_\_\_ only (HK\$ \_\_\_\_\_), which is equivalent to one month’s licence fee 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 Clause (4)(c)(i) of the Form of Licence Agreement) as required under the Licence Agreement if my/our quotation is accepted.

/ A **CHEQUE** for Hong Kong Dollars \_\_\_\_\_ only (HK\$ \_\_\_\_\_), which is equivalent to one month’s licence fee offered as mentioned in paragraph 7 of the said Quotation Notice, **certified good for payment** up to the 24th 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 Licence 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 licence fee (exclusive of rates, electricity charges, charges, taxes, assessments, duties 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 Area is restricted to the purposes as set out in the First Schedule to the Form of Licence 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 Licence Agreement, and shall remain in full force and effect notwithstanding the expiry or early termination of the licence.**

6. I/We agree to keep my/our offer open for acceptance by the Government until the 24th 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 licence fee offered;
  - (ii) adjusted the amount of the licence fee 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 licence fee offered;
  - (ii) adjust the amount of the licence fee 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 licence fee 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:

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

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  
內碼頭第 1 層限制區離境等候大堂地方 4 的牌照  
提出報價

(報價編號：MFT4004)

現按照前述的報價公告及其夾附發牌協議大綱(以下簡稱「發牌協議大綱」)所訂明的條款及條件，並以下文指明的固定牌照月費，就發牌協議大綱附表 1 所描述和指明，位於香港上環港澳碼頭內碼頭第 1 層限制區離境等候大堂的地方(以下簡稱「該地方」)的牌照提交報價書。該地方的整體樓面面積約 1.0 平方米，位置於發牌協議大綱夾附的圖則(圖則編號：MFT4004)內以粉紅色標示，並標明為「地方 4」，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，並審閱發牌協議大綱所夾附的圖則(圖則編號：MFT4004)，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)提議按照發牌協議大綱所載的條款及條件，以 **固定** 牌照月費港幣 \_\_\_\_\_ 元正(HK\$ \_\_\_\_\_)(不包括差餉、電費、費用、稅項、評稅、關稅及任何其他支出)，向中華人民共和國香港特別行政區政府(以下簡稱「政府」)承投該地方的牌照。牌照期定為三(3)年，由生效日期(定義見發牌協議大綱附表 1)起生效。

2. 本報價書如獲接納，競投人士須按照政府依據報價公告的條款及條件，與政府訂立報價公告第11段所提述的發牌協議，該發牌協議自生效日期(定義見發牌協議大綱附表1)起生效，其中競投人士為持牌人，政府(由海事處代表)則為該地方的發牌人。

3. 現按前述報價公告第 7 段所述，附上港幣 \_\_\_\_\_元正 (HK\$ \_\_\_\_\_)(即相等於一個月牌照費(按建議牌照費計算))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發牌協議規定的部分保證金(定義見發牌協議大綱第(4)(c)(i)條)。／現按前述報價公告第 7 段所述，附上港幣 \_\_\_\_\_元正 (HK\$ \_\_\_\_\_)(即相等於一個月牌照費(按建議牌照費計算))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二十四日可獲兌現。本人／我們的報價書如獲接納，該筆款項將用以支付發牌協議規定的部分保證金。

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發牌協議的條款及條件，包括本人／我們在本報價表格內第 1 段提出的固定牌照月費(不包括差餉、電費、費用、稅項、評稅、關稅及任何其他支出)以及該地方只限作發牌協議大綱附表 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，上述規定及同意在發牌協議簽立後仍然有效，並且儘管有關發牌協議期滿或提早終止，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二十四日為止，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) 向任何人傳達建議牌照費的款額；
  - (ii) 與任何人訂立安排調整建議牌照費的款額；
  - (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牌照費的款額；
  - (ii) 與任何人訂立安排調整建議牌照費的款額；
  - (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牌照費而向本人／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：

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見證人簽署： \_\_\_\_\_

見證人姓名(請用正楷填寫)： \_\_\_\_\_

職業： \_\_\_\_\_

地址： \_\_\_\_\_

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**(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：

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(各)獲授權人姓名(請用正楷填寫)及其職位：

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見證人簽署： \_\_\_\_\_

見證人姓名(請用正楷填寫)： \_\_\_\_\_

職業： \_\_\_\_\_

地址： \_\_\_\_\_

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## 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  
內碼頭第 1 層限制區離境等候大堂地方 4 的牌照  
提出報價

(報價編號：MFT4004)

現按照前述的報價公告及其夾附發牌協議大綱(以下簡稱「發牌協議大綱」)所訂明的條款及條件，並以下文指明的固定牌照月費，就發牌協議大綱附表 1 所描述和指明，位於香港上環港澳碼頭內碼頭第 1 層限制區離境等候大堂的地方(以下簡稱「該地方」)的牌照提交報價書。該地方的整體樓面面積約 1.0 平方米，位置於發牌協議大綱夾附的圖則(圖則編號：MFT4004)內以粉紅色標示，並標明為「地方 4」，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，並審閱發牌協議大綱所夾附的圖則(圖則編號：MFT4004)，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)提議按照發牌協議大綱所載的條款及條件，以 **固定** 牌照月費港幣 \_\_\_\_\_ 元正(HK\$ \_\_\_\_\_)(不包括差餉、電費、費用、稅項、評稅、關稅及任何其他支出)，向中華人民共和國香港特別行政區政府(以下簡稱「政府」)承投該地方的牌照。牌照期定為三(3)年，由生效日期(定義見發牌協議大綱附表 1)起生效。

2. 本報價書如獲接納，競投人士須按照政府依據報價公告的條款及條件，與政府訂立報價公告第11段所提述的發牌協議，該發牌協議自生效日期(定義見發牌協議大綱附表1)起生效，其中競投人士為持牌人，政府(由海事處代表)則為該地方的發牌人。

3. 現按前述報價公告第 7 段所述，附上港幣 \_\_\_\_\_元正 (HK\$ \_\_\_\_\_)(即相等於一個月牌照費(按建議牌照費計算))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發牌協議規定的部分保證金(定義見發牌協議大綱第(4)(c)(i)條)。／現按前述報價公告第 7 段所述，附上港幣 \_\_\_\_\_元正 (HK\$ \_\_\_\_\_)(即相等於一個月牌照費(按建議牌照費計算))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二十四日可獲兌現。本人／我們的報價書如獲接納，該筆款項將用以支付發牌協議規定的部分保證金。

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發牌協議的條款及條件，包括本人／我們在本報價表格內第 1 段提出的固定牌照月費(不包括差餉、電費、費用、稅項、評稅、關稅及任何其他支出)以及該地方只限作發牌協議大綱附表 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，上述規定及同意在發牌協議簽立後仍然有效，並且儘管有關發牌協議期滿或提早終止，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二十四日為止，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) 向任何人傳達建議牌照費的款額；
  - (ii) 與任何人訂立安排調整建議牌照費的款額；
  - (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牌照費的款額；
  - (ii) 與任何人訂立安排調整建議牌照費的款額；
  - (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牌照費而向本人／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：

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(各)獲授權人姓名(請用正楷填寫)及其職位：

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見證人簽署： \_\_\_\_\_

見證人姓名(請用正楷填寫)： \_\_\_\_\_

職業： \_\_\_\_\_

地址： \_\_\_\_\_

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**(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：

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(各)獲授權人姓名(請用正楷填寫)及其職位：

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見證人簽署： \_\_\_\_\_

見證人姓名(請用正楷填寫)： \_\_\_\_\_

職業： \_\_\_\_\_

地址： \_\_\_\_\_

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## 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



Terminal as declared under regulation 11 of the Shipping and Port Control (Ferry Terminals) Regulations (Cap. 313H).

“Terminal” means the Hong Kong-Macao Ferry Terminal, Sheung Wan, Hong Kong.

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.

- (2) In consideration of the Licensee fulfilling its obligations as required under this Agreement, the Licensor hereby grants unto the Licensee for a term of three (3) years commencing from the Date of Commencement specified in the First Schedule hereto, without prejudice to the Licensor’s right to terminate this Agreement as hereinafter provided, the full right, liberty, licence and permission to use and occupy the Area for the purposes specified in the First Schedule hereto together with such rights of access to and egress from the Area as shall be necessary for the proper installation, operation, management, maintenance and control of the Machine and for the proper management and maintenance of the Area on such terms and conditions as hereinafter contained.
- (3) THE LICENSEE HEREBY AGREES WITH THE LICENSOR as follows:
  - (a) To pay the monthly licence fee in the sum, on the days and in the manner as specified in the Second Schedule hereto (hereinafter referred to as “the Licence Fee”).
  - (b) Not to use or cause or permit or suffer the use of the Area or any part or parts thereof for any purpose other than such purposes for carrying out the Business as permitted by the Director of Marine under regulation 29 of the Shipping and Port Control (Ferry Terminals) Regulations (Cap. 313H).
  - (c) To pay to the Licensor the electricity charges in respect of all electricity supplied to the Area and consumed by the Machine no later than fourteen (14) days upon receipt of a demand note issued by the Licensor which may be issued monthly or at such other intervals as the Licensor may decide. The Licensor will, based on the electricity consumed by the Machine and other apparatus ancillary thereto according to the readings of the electricity check meter(s) or meter(s) installed by the Licensor for the Area, determine at its sole discretion the electricity supply charges and such charges shall include such administrative charges as may be fixed by the Licensor in its sole discretion and whose determination shall be final, conclusive and

binding on the Licensee. Such charges if unpaid on the due date as specified by the Licensor 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 Licensee to the Licensor, and be forthwith recoverable by action. For the avoidance of doubt, the supply and connection of electricity to the Area is and will be in existence and maintained by the Licensor during the term of the licence hereby granted.

- (d) To make such arrangements with the prior written approval of the Licensor, at the Licensee's own cost and expense, for the supply and connection of other utility services through other part or parts of the Terminal to the Area and the Machine as the Licensee shall require and to pay all charges at its own cost in connection therewith including all charges in respect of other utility services supplied to the Area and consumed by the Machine, the deposit and the cost of installation, maintenance, repair and replacement thereof and, on the expiration or early termination of this Agreement, the cost of dismantling and removing all pipes, conduits, wires, cables, meters, switches and any other apparatus ancillary thereto from the Terminal and the Area PROVIDED THAT the Licensee shall have no claim whatsoever against the Licensor in the event of the Licensee's failure to obtain any of such supply of other utility services for any reason whatsoever. For the avoidance of doubt, at the expiration or early termination of this Agreement, any installation of the other utility services shall, at the option of the Licensor, become the sole and exclusive property of the Licensor, and shall be and remain vested in the Licensor immediately upon such option being exercised without any compensation therefor being paid by the Licensor to the Licensee or relief of any nature whatsoever against the Licensor, and the Licensee shall have no residual rights of any kind whatsoever over the Area and any other utility services installed by the Licensee in the Area pursuant to this Agreement. Unless the option is exercised by the Licensor, if so required by the Licensor at the expiration or early termination of this Agreement, the Licensee shall at its own cost and expense to 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 Licensee then standing on or forming part of the Area or reinstate the Area or any part thereof (hereinafter collectively referred to as "the Works") in all respects to the satisfaction of the Licensor. If the Licensee fails to carry out any such Works in all respects to the satisfaction of the Licensor as required under this Clause (3)(d), the Licensor may carry out the same and recover the costs so incurred from the Licensee, and such costs shall include such administrative charges as may be fixed by the Licensor in its absolute discretion. Such costs if unpaid on the

due date as specified by the Licensor 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 Licensee to the Licensor, and be forthwith recoverable by action (it being agreed and declared that a certificate under the hand of the Licensor as to the costs of any such Works shall be final, conclusive and binding on the Licensee). The decision of the Licensor as to whether the Works have been completed in all respects to the satisfaction of the Licensor shall be final, conclusive and binding on the Licensee.

- (e) To pay and discharge all existing and future rates, charges, taxes, assessments, duties and any other outgoings whatsoever (Government rent excepted) which are now or during the term of the licence hereby granted shall be imposed, assessed or charged upon the Area and the Machine or any part thereof or upon the Licensee in respect thereof.
- (f) To install, operate, manage, maintain and control the Machine at the Licensee's own cost and expense and in all respects to the satisfaction of the Licensor. The detailed specifications of the Machine shall first be approved by the Licensor in writing, and shall in all respects comply with all Ordinances, regulations, by-laws, rules and requirements and directions of any Government department or other competent authority with regard to any health, safety and fire regulations currently in force in the Hong Kong Special Administrative Region of the People's Republic of China (hereinafter referred to as "Hong Kong"). The decision of the Licensor as to whether the Machine is installed, operated, managed, maintained and controlled by the Licensee to the satisfaction of the Licensor shall be final, conclusive and binding on the Licensee.
- (g) Not to make any alteration or addition (whether structural or otherwise) to the Area or any part thereof or to the electrical and communication wiring and other installations or the Licensor's other fixtures and fittings nor to install any plant, equipment, apparatus or machinery within the Area (other than the equipment used solely for the operation of the Business) nor to cut, maim, or injure nor suffer to be cut, maimed or injured any walls, structural members or other fabric thereof without the prior written consent of the Licensor and the Director of Architectural Services.
- (h) (i) Not to exhibit or erect within the Area or any part thereof or on the Machine any advertising signboard, placards, signs, notices, posters or whatsoever except with the prior written consent of the Licensor 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

- (ii) Notwithstanding Clause (3)(h)(i) hereof, to affix at the Licensee's own cost and expense a notice with a size of 10 centimetres x 15 centimetres to a conspicuous position at the front side of the Machine stating in both Chinese and English a 24 hours customer services hotline number of the Licensee in all respects to the satisfaction of the Licensor and the Director of Marine. The decision of the Licensor as to whether the notice is affixed to a conspicuous position at the front side of the Machine by the Licensee to the satisfaction of the Licensor shall be final, conclusive and binding on the Licensee.
- (i) To maintain and keep at the Licensee's own cost and expense and in all respects to the satisfaction of the Licensor the Area including but not limited to all structures thereon, and all fixtures therein and all additions thereto in good and hygienic condition and tenantable repair and condition so as to hand over the same (except trade fixtures) to the Licensor in the same condition as at the Date of Commencement specified in the First Schedule thereto in all respects to the satisfaction of the Licensor at the expiration or early termination of this Agreement.
- (j) To take all necessary steps and precautions to protect the Area and the Machine from: (i) damage by floods, white ants, termites, fire, storm, typhoon, landslip or the like; and (ii) becoming infested with termites, rats, mice, cockroaches or any other pests or vermin at the Licensee's own cost and expense.
- (k) To commence and operate the Business in the Area in accordance with the provisions of this Agreement, good commercial practice and in all respects to the satisfaction of the Licensor and shall ensure that the reputation of the Terminal, the goodwill and reputation of the Licensor, other licensees, tenants or occupiers of the Terminal or their businesses or operations carried on in the Terminal will not in any way be prejudiced.
- (l) Not to assign, sub-licence, mortgage, charge, demise, sublet, underlet, share or part with the possession of or otherwise dispose of the Area or any part thereof or any structure or structures thereon or any rights hereby granted or any interest therein or enter into any agreement so to do.
- (m) Not to store or permit or suffer to be stored in or upon the Area or any part thereof any dangerous goods as defined in Section 2 of the Dangerous Goods Ordinance (Cap. 295), any regulations made thereunder and any amending legislation.

- (n)
  - (i) To observe and comply with all laws and regulations of Hong Kong in his use and occupation of the Area;
  - (ii) Not to do anything, or cause, permit or suffer anything to be done, at any time in or upon the Area or any part thereof which may be against the laws or regulations of Hong Kong or which in the opinion of the Licensor 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 Licensor or to other users, licensees, occupiers or visitors of the Terminal or any adjoining or neighbouring lot, lots or premises. The decision of the Licensor as to what constitutes nuisance, annoyance, injurious, dangerous, danger, damage, inconvenience or disturbance shall be final, conclusive and binding on the Licensee;
  - (iii) Not to use or cause, permit or suffer the use of the Area or any part thereof for gambling or for any illegal, improper or immoral purposes or for any purposes of whatsoever kind connected or associated in any way which affects the image of the Government of Hong Kong (hereinafter referred to as “the Government”) and the decision of the Licensor as to what constitutes gambling, illegal, improper or immoral purposes and what affects the image of the Government shall be final, conclusive and binding on the Licensee; and
  - (iv) To 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 Area by the Licensee and install and maintain in and upon the Area or the Restricted Area 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 at the Licensee’s own cost and expense.
- (o) To indemnify and keep indemnified the Licensor, its officers, servants, agents, contractors and its or their workmen and other users, licensees, occupiers and visitors of the Terminal 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 Licensor or that may be awarded against the Licensor or that the Licensor agrees to pay) or anything that the Licensor may be obliged to do arising directly or indirectly out of or by reason of or on account of anything done or omitted to be done by the Licensee or any officer, employee, agent, contractor, occupier or invitee of the Licensee or its or their workmen whether they are persons or corporations acting with or without the authority of the Licensee or out of any works executed or commenced in respect of the installation, operation, management, maintenance, control, repair, upkeep, alteration, removal or reinstatement of the Machine by the Licensee in, under, upon or over the Area or out of or in connection with the exercise by the Licensee of its rights as herein granted 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 Licensor under the Occupiers Liability Ordinance (Cap. 314), any regulations made thereunder and any amending legislation.
- (p) Without prejudice to Clause (3)(n)(i) 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, by-laws, rules and requirements of any Government department or other competent authority relating to the use and occupation of the Area and the carrying out of the Business by the Licensee, or to any other act, deed, matter or thing done, permitted, suffered or omitted to be done therein or thereon the Licensee or any officer, employee, workman, agent, contractor, occupier or invitee of the Licensee and without prejudice to the foregoing, the Licensee shall, at its own cost and expense obtain any licence, approval, permit, waiver or consent required by any Government departments or other competent authorities in connection with the Licensee's use or occupation of the Area prior to the commencement or operation of the Business in the Area and at its own cost and expense maintain in force such licence, approval, permit, waiver or consent obtained from any Government department or other competent authority as valid throughout the term of the licence hereby granted and in all respects comply with the agreements, conditions, terms and stipulations herein and therein contained. The Licensee shall also maintain at the Licensee's own cost and expense the same in force during the term of the licence hereby granted and to indemnify

and keep indemnified the Licensor 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 Licensor shall accept no responsibility with or liability for any losses or costs caused to or suffered by the Licensee in the event of his failure to obtain any requisite licence, approval, permit, waiver or consent from the Government departments or other competent authorities relating to its use or occupation of the Area and operation of the Business.

- (q) Not to permit any touting or soliciting for business or the distribution of any pamphlet, notice or advertising material outside the Area or anywhere within the Terminal, either by the Licensee or by any of the Licensee's employees, agents or contractors.
- (r) To repair or replace if so required by the appropriate company or authority under the Electricity Ordinance (Cap. 406), any regulations made thereunder and any amending legislation any of the electricity wiring, installations and fittings within the Area and the wiring from the Licensor's electrical installations to and within the Area at the Licensee's own cost and expense.
- (s) (i) At the Licensee's own cost and expense to insure and keep insured at all times during the term of the licence hereby granted the Area and all fixtures and fittings therein including the Machine with insurers approved by the Licensor in writing in advance in the name of the Licensee with the interest of the Licensor noted on the policy and with the policy containing such provisions –
  - (A) for the protection of the Licensor as the Licensor may reasonably require to avoid the interests of the Licensor being prejudiced by any act, neglect, or default of the Licensee or of any officer, employee, workman, agent, contractor, occupier or invitee of the Licensee, against loss or damage or costs or anything that the Licensor may be obliged to do arising directly or indirectly out of or in connection with the occupation or use of the Area or the carrying out of the Business by the Licensee (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 Licensor or that may be awarded against the Licensor or that the Licensor 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 Licensor may from time to time require the full replacement value or reinstatement cost including architects', surveyors', engineers' and any other professional fees, demolition charges (if any) with full provision for estimated inflation and loss of the Licence Fee throughout the term of the licence hereby granted; 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 use or occupation of the Area or the carrying out of the Business by the Licensee; 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 (s)(i) hereof before the same become due and at the Licensee's own cost and expense maintain in force the policy or policies of insurance as required under sub-clause (s)(i) hereof as valid throughout the term of the licence hereby granted and to produce to the Licensor 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 Licensor may take out or renew such policy or policies of insurance in any sum the Licensor may deem expedient; all moneys expended by the Licensor under this provision shall be reimbursed by the Licensee 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 Licensor PROVIDED THAT all moneys received or to be received by virtue of any insurance relating to the Area and all fixtures and fittings therein including the Machine maintained or effected by the Licensee (whether or not in pursuance of the obligations herein) are hereby charged to and shall be paid to the Licensor or,

if the moneys are not paid by the insurers directly to the Licensor, shall be held on trust for the Licensor; and shall at the option of the Licensor be applied in replacing, restoring, repairing or reinstating the Area, the Machine or any part thereof, and any fixtures, fittings or other assets within the Area which are destroyed, damaged or lost (and any deficiency found in replacing, restoring, repairing or reinstating the same shall be made good by the Licensee) 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 Licensee or of any officer, employee, workman, agent, contractor, occupier or invitee of the Licensee, the Licensee shall, at his own cost and expense, replace, restore, repair or reinstate the Area or any part thereof and any fixtures, fittings or other assets therein in all respects to the satisfaction of the Licensor. Should the Licensee fail to perform his obligations as stated in sub-clauses (s)(i) and (s)(ii), it shall be lawful for the Licensor and the authorized persons to enter upon the Area to carry out such works as the Licensor considers necessary and expedient to remedy such failure. The costs of all such works shall be payable by the Licensee to the Licensor on demand and such costs shall include such administrative charges as may be fixed by the Licensor in its absolute discretion. Such costs if unpaid on the due date as specified by the Licensor 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 Licensee to the Licensor and be forthwith recoverable by action (it being agreed and declared that a certificate under the hand of the Licensor as to the costs of any such works shall be final, conclusive and binding on the Licensee).

- (t) To pay or reimburse the Licensor forthwith upon demand the costs, losses, damages and expenses incurred, suffered or payable by the Licensor for any damage caused to any part of the Terminal by the Licensee or any officer, employee, workman, agent, contractor, occupier or invitee of the Licensee or any other person claiming through or under the Licensee.
- (u) To be liable for any act, default, negligence or omission of the Licensee's contractors, employees, workmen, agents, occupiers, visitors, guests or invitees or any other person claiming through or under the Licensee as if it were the act, default, negligence or omission of the Licensee and to indemnify and keep indemnified the Licensor from and against all costs, claims, demands, expenses or liabilities (whether financial or otherwise) to any third party in connection

therewith.

- (v) If so required by the Licensor at the expiration or early termination of this Agreement and without prejudice to Clause (3)(d) hereof, to demolish and remove at the Licensee's own cost and expense and in all respects to the satisfaction of the Licensor all alterations and additions made to the Area and all fixtures, fittings, installations, equipment, structures, plant, apparatus and machinery then standing on or forming part of the Area without any compensation therefor being paid by the Licensor to the Licensee or relief of any nature whatsoever against the Licensor, and to reinstate the Area, repair and make good at the Licensee's own cost and expense any damage caused to the Area and the Terminal as a result of such demolition, removal and reinstatement works in all respects to the satisfaction of the Licensor. If the Licensee fails to carry out any such works in all respects to the satisfaction of the Licensor as required under this Clause (3)(v), the Licensor may carry out the same and recover the cost so incurred from the Licensee, and such costs shall include such administrative charges as may be fixed by the Licensor in its absolute discretion. Such costs if unpaid on the due date as specified by the Licensor 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 Licensee to the Licensor, and be forthwith recoverable by action (it being agreed and declared that a certificate under the hand of the Licensor as to the costs of any such works shall be final, conclusive and binding on the Licensee). The decision of the Licensor as to whether the works have been completed in all respects to the satisfaction of the Licensor shall be final, conclusive and binding on the Licensee.
- (w) To observe and comply with all instructions and directions which may be imposed by the Licensor or its duly authorized representatives as may from time to time be made or adopted by the Licensor in connection with the carrying out of any works approved by the Licensor pursuant to the terms and conditions herein contained.
- (x) Not to 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 Area or the Terminal or to erect, install or alter any fixtures, partitions or other erection within the Area or the Terminal or to alter any part of the main structure of the Terminal or other structural elements thereof or to attach anything to any structural wall or ceiling of the Area or the Terminal or to paint or make any alteration whatsoever to the exterior of the Area or the Terminal except with the prior written consent of the Licensor.

- (y) Not to overload the electrical wiring, cables or apparatus associated therewith in or serving the Area and shall comply in all respects with all requirements and regulations of the utility companies and of the Licensor with respect to the said utilities.
- (z) Not to 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 Area.
- (aa) To ensure that adequate safety and security measures (which shall be the sole responsibility of the Licensee and at the Licensee's own cost and expense) are taken for the protection of the Area and the Machine therein, the delivery and safe keeping of his goods to and in the Area, and the transfer of monies to and from the Area.
- (bb) To accept the Area in such state and condition as existing on the date on which the right to use and occupy the Area is given.
- (cc) Not to do or permit or suffer to be done anything whereby the policy or policies of insurance on the Area and all fixtures and fittings therein including the Machine, or any of them, against the risks referred to in Clause (3)(s) hereof may become void or voidable.
- (dd) Not to employ illegal workers and in the event of breach of this Clause (3)(dd), the Licensor shall be entitled to terminate the licence hereby granted and re-enter upon the Area or any part thereof in the name of the whole by giving the Licensee three (3) calendar months' notice in writing and the Licensee shall not be entitled to any refund of the Licence Fee or any monies paid by the Licensee or any part thereof or to any payment or claim any compensation therefor whatsoever.
- (ee)
  - (i) To observe and comply with such rules and regulations as may from time to time be made or adopted by the Licensor and notified in writing to the Licensee as the Licensor may consider necessary for the proper operation, maintenance, management and control of the Terminal or any part thereof; and
  - (ii) To indemnify and keep indemnified the Licensor from and against any breach, non-observance or non-performance in respect of Clause (3)(ee)(i) hereof on the part of the Licensee, its officers, employees, workmen, agents, contractors, occupiers or invitees. The Licensor, its officers, servants, contractors, subcontractors or agents shall not be responsible for or under any liability to the Licensee for the non-observance or violation of such requirements, rules and regulations by any other licensees or tenants of the Terminal.

- (ff) To permit the Licensor, its officers, servants, agents, contractors and all persons authorized by the Licensor with or without workmen or others and with or without appliances or equipment at all reasonable times (with or without notice and by force if necessary in case of emergency) to inspect the Area and the Machine so as to ascertain that there is no breach of or failure to observe any of the terms and conditions herein contained.
- (gg) That the Licensee and its Related Persons shall not engage or be involved in any act or activity described in Clause (4)(t)(i)(1) to (4) hereof.
- (hh) Not to perform or cause or permit to be performed at the Area or any part thereof any act or activity described in Clause (4)(t)(i)(1) to (4) hereof.

(4) IT IS HEREBY AGREED BY AND BETWEEN THE LICENSOR AND THE LICENSEE as follows:-

- (a) That in case the Licence Fee or other charges hereby reserved or any part thereof payable by the Licensee 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 to be performed or observed by and on the part of the Licensee herein contained, or if the Licensee 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 Licensor'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 Licensee's use and occupation of the Area and operation of the Business 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 Licensor by notice in writing served on or posted to the Licensee at its last known address or registered office in Hong Kong to terminate this Agreement forthwith and thereupon this Agreement shall absolutely determine, but without prejudice to any right of action of the Licensor in respect of any antecedent breach, non-performance or non-observance of the said terms and conditions. In the event of termination of this Agreement pursuant to this Clause (4)(a), the Licence Fee and other charges already paid or any part thereof shall not be refunded and no compensation whatsoever shall be payable to the Licensee by the Licensor.

- (b) That in the event of the Licence Fee 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 Licensee shall pay interest to the Licensor on such amount of the Licence Fee 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 Licence Fee or other charges due and interest thereon have been paid by the Licensee to the Licensor, 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, but without prejudice to the Licensor's rights herein contained.
- (c) (i) That the Licensee shall on or before the signing or execution of this Agreement deposit with the Licensor a sum of Hong Kong Dollars [ *a sum equivalent to three months' fixed licence fee specified 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 Licence Fee, electricity charges, rates, taxes, assessments, charges, duties and other outgoings as aforesaid and the due payment of the licence fee, rent, air-conditioning charges, electricity charges, Government rent, rates, management fees, taxes, assessments, charges, duties and other outgoings payable under any other agreements of any other licences or any leases or tenancies of any premises granted or to be granted by the Licensor to the Licensee (hereinafter referred to as "Other Agreements") and the due performance and observance by the Licensee 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 Licensor throughout the term of the licence hereby granted free of any interest to the Licensee.
- (ii) At the expiration or sooner termination of this Agreement, if the Licensee shall have paid all the Licence Fee, electricity charges, , rates, taxes, assessments, charges, duties and other outgoings herein contained and any interest payable under Clause (4)(b) hereof and all the licence fee, rent, air-conditioning charges, electricity charges, Government rent, rates, management fees, taxes, assessments, charges, duties and other outgoings payable under Other Agreements as at the date of the expiration or sooner termination 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 termination of this Agreement, the Licensor shall refund the Security Deposit to the Licensee without interest thereon after the Licensee shall have duly reinstated or restored or vacated or carried out all works in the Area and/or the Terminal or any part of the Area in all respect to the satisfaction of the Licensor and have duly delivered vacant possession of the Area to the Licensor in accordance with the provisions herein contained but if there shall be any Licence Fee, electricity charges, rates, taxes, assessments, charges, duties and other outgoings herein contained or any interest payable under Clause (4)(b) hereof and/or any licence fee, rent, air-conditioning charges, electricity charges, Government rent, rates, management fees, taxes, assessments, charges, duties and other outgoings payable under Other Agreements as at the date of the expiration or sooner termination of this Agreement and any interest payable thereon in arrears, the Licensor may apply such Security Deposit towards payment of such arrears of the Licence Fee, electricity charges, rates, taxes, assessments, charges, duties and other outgoings herein contained and any interest payable under Clause (4)(b) hereof and/or such arrears of the licence fee, rent, air-conditioning charges, electricity charges, Government rent, rates, management fees, taxes, assessments, charges, duties and other outgoings payable under Other Agreements as at the date of the expiration or sooner termination of this Agreement and any interest payable thereon, and the Licensor shall be entitled to deduct the amount(s) from the Security Deposit for payment of any Licence Fee, electricity charges, rates, taxes, assessments, charges, duties and other outgoings herein contained and any interest payable under Clause (4)(b) hereof in arrears to the Government and/or any licence fee, rent, air-conditioning charges, electricity charges, Government rent, rates, management fees, taxes, assessments, charges, duties and other outgoings payable under Other Agreements as at the date of the expiration or sooner termination 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 termination of this Agreement, the Licensor 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 Licensor may have against the Licensee by reason of the breach and shall only pay the balance (if any) of the Security Deposit to the Licensee.

- (iii) In the case of the Licensor exercising its right to terminate this Agreement and re-enter upon the Area 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 Licensee in payment of the Licence Fee, electricity charges, rates, taxes, assessments, charges, duties and other outgoings herein contained and any interest payable under Clause (4)(b) hereof as aforesaid or in performance or observance of any of the agreements, covenants, provisions, terms, conditions and stipulations on the Licensee's part herein contained, the Licensor 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.
- (iv) Nothing contained in this Clause (4)(c) shall be so construed as preventing the Licensor from recovering from the Licensee 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 the Licence Fee, electricity charges, rates, taxes, assessments, charges, duties or any other outgoings and interest thereon in advance and accordingly in any action for recovery of possession for non-payment of the Licence Fee, electricity charges, rates, taxes, assessments, charges, duties and other outgoings payable by the Licensee hereunder and any interest payable under Clause (4)(b) hereof, the Licensee shall be deemed to be in default if the same are not paid in accordance with the terms and conditions herein contained.
- (v) For the avoidance of doubt, the payment of the Security Deposit shall not be deemed or considered as a payment of the licence fee, rent, air-conditioning charges, electricity charges, Government rent, rates, management fees, taxes, assessments, charges, duties 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 licence fee, rent, air-conditioning charges, electricity charges, Government rent, rates, management fees, taxes, assessments, charges, duties and other outgoings payable under Other Agreements and any interest payable thereon, the Licensee shall be deemed to be in default if the same are not paid in accordance with the terms and conditions of Other Agreements.
- (vi) Nothing contained in this Clause (4)(c) shall affect or prejudice the rights and interests of the Licensor under Other Agreements or any provisions, conditions, terms and stipulations contained

in Other Agreements, or shall prevent the Licensor 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 Licensor may apply the Security Deposit towards payment of any arrears of the licence fee, rent, air-conditioning charges, electricity charges, Government rent, rates, management fees, taxes, assessments, charges, duties and other outgoings payable under Other Agreements as at the date of the expiration or sooner termination 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 termination of this Agreement without the Licensor first having recourse to any security deposit paid under Other Agreements or taking any actions or proceedings under Other Agreements.

- (d) That at the expiration of the term of the licence hereby granted or early termination of this Agreement, the Licensee shall in accordance with the terms and conditions herein contained surrender and deliver up vacant possession of the Area to the Licensor in all respects to the satisfaction of the Licensor. The Licensor shall have the full right to arrange for any new licence of the Area at its sole discretion and the Licensee shall at all reasonable time within six (6) calendar months immediately preceding the expiration of the term of this Agreement or within three (3) calendar months immediately preceding early termination of this Agreement (as the case may be) and upon prior notice allow prospective licensees to enter upon the Area and inspect the Area.
  
- (e) That if the Terminal or the Area or any part thereof are rendered unfit for occupation, use or operation of the Machine for the purpose as specified in the First Schedule hereto 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 Licensor and not attributable to any failure of the Licensee to observe and carry out its obligations herein contained, the Licence Fee or a part thereof proportionate to the extent to which the Area shall have been so rendered unfit for occupation, use or operation of the Machine shall abate and cease to be payable as from the date of occurrence of such event or destruction or damage until the Terminal or the Area or such part thereof shall have been again rendered fit for occupation, use or operation of the Machine but except as aforesaid, no compensation shall be payable by the Licensor to the Licensee PROVIDED ALWAYS THAT the Licensor shall not be required to reinstate the Area or any part thereof if by reason of the physical

condition of the Area or any part thereof or any Ordinances or regulations or other circumstances beyond the control of the Licensor it is not in its opinion practicable or reasonable so to do in which circumstances the licence hereby granted shall be determined without any compensation payable to the Licensee.

- (f) That no compensation shall be payable by the Licensor to the Licensee in respect of any loss or damage caused to the Licensee or others by reason of: (i) any water or seawater flowing on to the Terminal or the Area or fire or landslip or subsidence on, or to, or of, or from the Terminal or the Area; or (ii) any default, breakage, interruption or failure in the supply of electricity, water, air-conditioning or other utilities to the Terminal or the Area, or any defect in or breakdown or suspension of the lifts, escalators, air-conditioning plant or other facilities of the Terminal, or any leakage to the Terminal or the Area; or (iii) any other causes beyond the control of the Licensor.
- (g) That the rights to occupy and use the Area will be granted to and taken by the Licensee on the Date of Commencement specified in the First Schedule thereto.
- (h) That upon the termination of this Agreement in whatsoever manner, the Licensee shall have no right whatsoever to claim compensation in any form or reprovisioning of accommodation from the Licensor.
- (i) That any notice, claim or demand requiring to be served by the Licensor 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 Licensor. The notice, claim or demand shall be sufficiently given or served on the Licensee if left addressed to him on the Area 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.
- (j) That any notice requiring to be served by the Licensee on the Licensor under or in connection with this Agreement shall be in writing and signed by or on behalf of the Licensee. 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 Licensee and attention of the Senior Marine Officer/Ferry Terminals, Marine Department for and on behalf of the Licensor. Any such notice shall be served on the Licensor 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.

- (k) That the benefit of this Agreement is personal to the Licensee and not assignable or transferable and the rights given in and the benefits of this Agreement may only be exercised by the Licensee 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 Licensee 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;
  - (ii) In the case of a Licensee 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;
  - (iii) The giving by the Licensee of a power of attorney or similar authority whereby the donee of the power obtains the right to occupy or use the Area or the right to install, operate, manage, maintain or control the Machine;
  - (iv) The change of the Licensee's business name without the prior written consent of the Licensor;
  - (v) The holding on trust by the Licensee of the rights to occupy or use the Area or the right to install, operate, manage, maintain or control the Machine;
  - (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 Licensee.
- (l) That where the context so admits or requires the expression the "Licensee" 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.
- (m) That the Licensor shall have the absolute right to permit any service or business for similar purposes set out in the First Schedule hereto

at the sole discretion of the Licensor to be operated in any other locations within the Terminal or adjacent to or adjoining the Area. The Licensee shall make no objection thereto and shall have no right to claim compensation whatsoever for such permission.

- (n) That the Licensor shall have the full right to terminate this Agreement if the Licensee, its 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 licence hereby granted.
- (o) If the Licensee requires the Collector of Stamp Revenue to express his opinion with reference to this Licence Agreement upon whether it is chargeable with any stamp duty pursuant to section 13(1) of Cap. 117, it shall make such request at its own cost and expense (if any).
- (p) That each party shall bear its own costs in connection with the preparation of this Agreement.
- (q) That wherever in this Agreement it is provided that:-
  - (i) the Licensor or its duly authorized officers shall or may carry out works of any description on the Area or any part thereof or outside the Area (whether on behalf of the Licensee or on the failure of the Licensee to carry out such works or otherwise) at the cost of the Licensee or that the Licensee shall pay or repay to the Licensor or to its duly authorized officers on demand the cost of such works, such cost shall include such administrative, supervisory and overhead charges as may be fixed by the Licensor or by its duly authorized officers; and
  - (ii) the prior approval or consent of the Licensor or its duly authorized officers is required, they may give the approval or consent on such terms and conditions (including the payment of fees) as they see fit or refuse it at their absolute discretion.
- (r) That the licence hereby granted is (without prejudice to the terms and conditions hereof) subject also to the Special Conditions contained in the Third Schedule hereto.

- (s) That the Licensor shall have the right to relocate the Machine to other location in the Terminal as the Licensor may in its absolute discretion determine by giving to the Licensee not less than one (1) calendar month's written notice to that effect and the Licensee shall within such period as determined by the Licensor enter into such document to effect the relocation of the Machine on the terms and conditions as determined by the Licensor at its absolute discretion. All costs and expenses for relocating the Machines shall be borne by the Licensee and the Licensee shall have no right whatsoever to claim compensation therefor or damages from the Licensor or to claim reduction or refund of the Licence Fee or any other charges.
- (t) Notwithstanding anything to the contrary in this Agreement, upon the occurrence of any of the following events, the Licensor may terminate this Agreement and re-enter upon the Area with the immediate effect :-
- (i) the Licensee or any of its Related Person 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 Licensor, is likely to constitute or cause the occurrence of an offence endangering national security; or
    - (4) in the reasonable opinion of the Licensor, is or would be contrary to the interests of national security or the public interest of Hong Kong;
  - (ii) the Area 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 (t)(i)(1) to (4) above; or
  - (iii) in the reasonable opinion of the Licensor, the continued occupation and use of the Area or the operation of the Business by the Licensee 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 Licensor as to whether any of the circumstances described in sub-clauses (t)(i)(3) or (4) or (t)(iii) has arisen shall be final, conclusive and binding on the Licensee.

- (u) Upon termination under Clause (4)(t) and without prejudice to any right of action or remedies of the Licensor 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 Licensee herein contained, the licence hereby created shall cease and determine and the Licensee shall in accordance with the terms and conditions herein contained quit and deliver up vacant possession of the Area to the Licensor in all respects to the Licensor's satisfaction and upon the exercise of such right, the fee and other charges already paid or any part thereof shall not be refunded and no compensation whatsoever shall be payable by the Licensor to the Licensee. The Licensor is entitled to forfeit the whole of the Security Deposit provided in Clause (4)(c)(i) hereof as and for liquidated damages and not as penalty pursuant to Clause (4)(c)(iii) hereof.
- (v) That this Agreement shall be governed by and construed in accordance with the laws of Hong Kong.
- (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.
- (x) That this Agreement creates a licence only and nothing herein contained shall create the relationship of landlord and tenant as between the parties hereto or give the Licensee any estate or interest in the Area other than that of a licence. The Licensee acknowledges that it does not and shall not claim any other interest or estate of any kind or extent whatsoever in the Area.
- (y) 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.

FIRST SCHEDULE

- Term and Date of Commencement : \*to be deleted by the Government as applicable
- \* (a) Date of Commencement: This Agreement 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 this Agreement is known on or before the date of the signing of this Agreement by the Licensee.)*
- \* (a) Date of Commencement: The licence commencing on the date specified in a letter from the Senior Marine Officer/Ferry Terminals, Marine Department to the Licensee (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 this Agreement is not known on or before the date of the signing of this Agreement by the Licensee.)*
- (b) Term: Three (3) years certain commencing on the Date of Commencement.
- Area : The Area is situated at the Departure Waiting Hall in the Restricted Area on Deck 1, Inner Pier of the Terminal having an approximate area of 1.0 square metre or thereabouts which is for identification purpose only shown coloured pink and marked “Area 4” on the Plan.
- Purpose for which the Area shall be used : The Area shall not be used for any purpose other than the purpose for the installation, operation, management, maintenance and control of one (1) automatic vending machine for the sale of travel-themed souvenirs and gifts (excluding food, instant meals, water, drinks, capsule toys, tobacco and cigarettes) or pre-packed snacks in accordance with the terms and conditions of this Agreement. The purpose for which the Area shall be used is referred to as “the Business” in this Agreement.

SECOND SCHEDULE

The Licensee shall pay to the Licensor in advance the monthly Licence Fee of Hong Kong Dollars \_\_\_\_\_ only (HK\$ \_\_\_\_\_) (exclusive of rates, electricity charges, charges, taxes, assessments, duties and any other outgoings whatsoever) without deduction or set off on or before the first day of each calendar month during the term of the licence hereby granted. The first of such payments shall be made upon the signing or execution of this Agreement.

For the avoidance of any doubt, the Licensee shall pay electricity charges in respect of all electricity supplied to the Area and consumed by the Machine pursuant to Clause (3)(c) of this Agreement.

THIRD SCHEDULE

Special Conditions referred to in Clause (4)(r) of this Agreement

- (1) The superimposed load within the Area 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 Area and the Terminal.
- (2)
  - (i) If the Machine become defective for any reason, the Licensee shall carry out any necessary repair or without prejudice to Clause (3)(f) of this Agreement replace the Machine which is out of order with one that is in good repair and efficient working condition immediately upon the defect has come to the notice of the Licensee, or within 72 hours upon verbal or written notice given by the Licensor or its duly authorized representative(s), whichever is earlier.
  - (ii) The Licensee shall provide sufficient stock for the purposes set out in the First Schedule hereto at the Machine at all times and shall arrange refill of stock for the Machine immediately upon the insufficient stock has come to the notice of the Licensee, or within 72 hours upon being notified by the Licensor or its duly authorized representative(s), whichever is earlier.
- (3) The Machine shall accept payment by Octopus and other electronic payment systems commonly used in Hong Kong. For the avoidance of doubt, payment of coins shall not be accepted by the Machine.
- (4) The Licensor does not guarantee that a specified threshold or minimum quantity or turnover for provision of service or business in accordance with the purposes set out in the First Schedule hereto by the Machine can be attained during the term of the licence hereby granted. The Licensee shall have no right whatsoever to claim against the Licensor for reimbursement or compensation whatsoever arising from or in connection with the threshold or quantity or turnover for provision of service or business in accordance with the purposes set out in the First Schedule hereto by the Machine or abate the Licence Fee or charges or any part thereof.
- (5) The Licensee shall provide the service or business in accordance with the purposes set out in the First Schedule hereto by the Machine on each and every day during the term of the licence hereby granted.
- (6) The Licensor shall have the right and power to close and prohibit access to the Terminal in whole or in part, including the Area and/or to suspend the Business, without prior notice to the Licensee, at such time and for such duration during the term of the licence hereby granted 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 reasons which the Licensor considers proper or sufficient. In the event of such closure, prohibition of access, or suspension, the Licensor and the Director of Marine shall not be liable for any losses suffered or expenses incurred whatsoever by the Licensee due to such closure, prohibition of access or suspension and the Licensee shall not be entitled to claim any compensation therefor whatsoever.

(7) Notwithstanding any provisions herein contained, the Licensor shall have full power to terminate this Agreement and resume, re-enter upon and retake possession of the whole or any part of the Area 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 Licensee) on giving to the Licensee 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 Licensor's right to enforce any antecedent breaches, the licence of the Area so resumed shall cease and determine and the Licensee shall quit and deliver up vacant possession of the Area so resumed and the structures therein, and upon the exercise of this power by the Licensor, no compensation whatsoever shall be paid by the Licensor to the Licensee in respect of the Area so resumed.

IN WITNESS WHEREOF the Director of Marine, Marine Department, being duly authorized by the Licensor so to do has set his hand hereto for and on behalf of the Licensor and the Licensee has set his hand hereto/has executed this Agreement on the day and year first above written.

Signed by )  
 )  
 )  
 )  
 )  
 )  
 Director of Marine, )  
 Marine Department )  
 for and on behalf of the Licensor ).....

in the presence of:

.....  
Name of Witness in block letters:  
Position:  
Marine Department  
Hong Kong

Signed by the Licensee )  
 )  
 )  
 )  
 )  
 )  
 )  
(Name(s) in block letters) ).....

in the presence of:

Name of Witness in block letters:  
Occupation:  
Address:

OR

Sealed with the Common Seal of )  
 the Licensee 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 Licence Agreement without a common seal affixed)

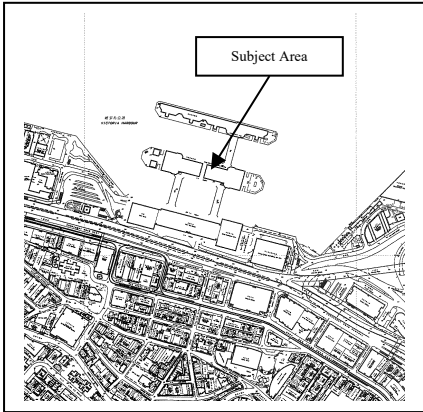
Executed by the Licensee acting through )  
 and signed by )  
 [ ], )  
 its sole director )  
 or )  
 [ ], )  
 its director and )  
 [ ], )  
 its director )  
 or )  
 [ ], )  
 its director and )  
 [ ], )  
 its company secretary )  
 in accordance with Sections 127(3) )  
 and 127(5) of the Companies Ordinance )  
 (Cap. 622) )

in the presence of:

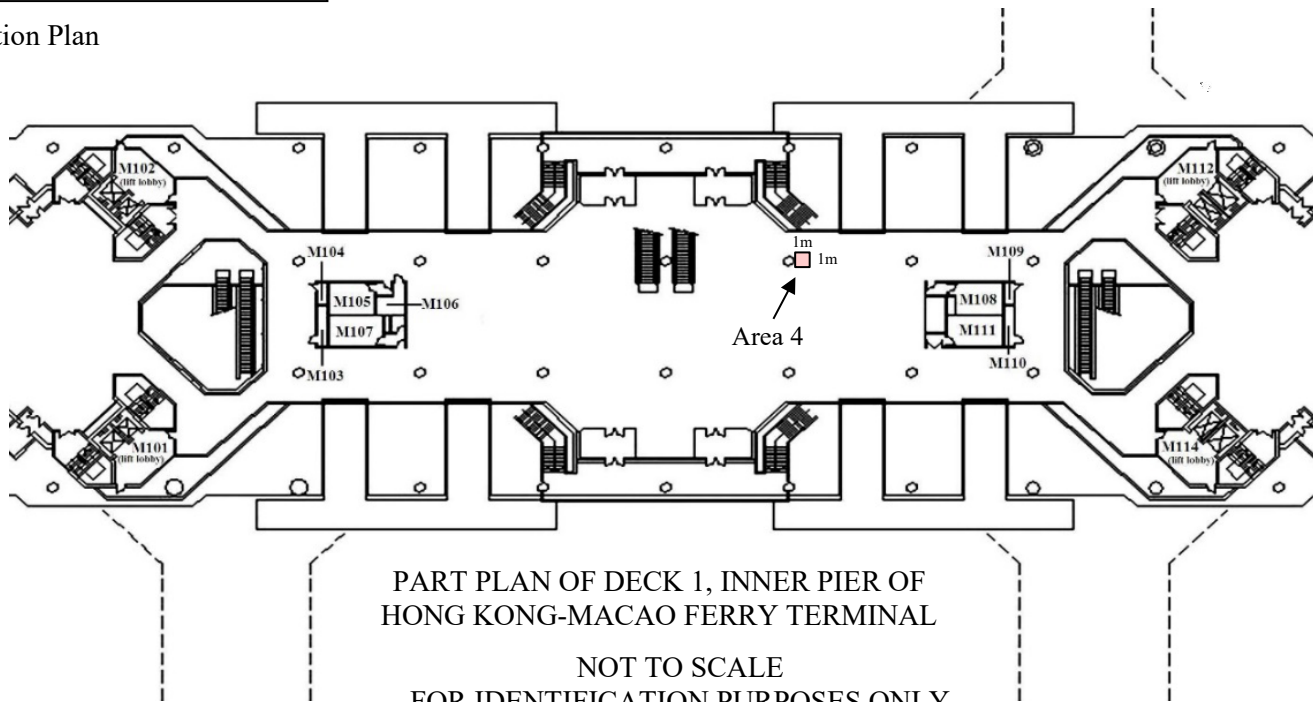
Name of Witness in block letters:

Occupation:

Address:



Location Plan



PART PLAN OF DECK 1, INNER PIER OF  
HONG KONG-MACAO FERRY TERMINAL

NOT TO SCALE  
FOR IDENTIFICATION PURPOSES ONLY

COLOURED PINK AREA 1.0 SQUARE METRE (ABOUT)

LICENCE AGREEMENT NO. :

**MFT4004**

LICENSEE :

AREA :

AREA 4 FOR THE INSTALLATION,  
OPERATION, MANAGEMENT,  
MAINTENANCE AND CONTROL OF ONE  
AUTOMATIC VENDING MACHINE AT THE  
DEPARTURE WAITING HALL IN THE  
RESTRICTED AREA ON DECK 1, INNER  
PIER OF HONG KONG-MACAO FERRY  
TERMINAL, SHEUNG WAN, HONG KONG

PARTIES	SIGNATURE/ EXECUTION
LICENSOR	
WITNESS	
LICENSEE	
WITNESS	
DATE	
FILE NO.	MD-FTS-F01-060-17A-037[1]
PLAN NO.	<b>MFT4004</b>



**MARINE  
DEPARTMENT**

Dated the                    day of                    20

.....

The Government of the Hong Kong Special  
Administrative Region of the People's Republic of China

and

.....

L I C E N C E   A G R E E M E N T

relating to

the Installation, Operation,  
Management, Maintenance and Control  
of One (1) Automatic Vending Machine  
at the Departure Waiting Hall in the  
Restricted Area on Deck 1, Inner Pier of  
Hong Kong-Macao Ferry Terminal,  
Sheung Wan, Hong Kong

.....

Licence No. : MFT4004

Licence Fee : \$                    per month (exclusive of  
rates, electricity charges, charges, taxes,  
assessments, duties and any other  
outgoings whatsoever) as specified in  
the Second Schedule to this Agreement

Term : Subject to the provisions of this  
Agreement, three (3) years  
commencing on the Date of  
Commencement specified in the First  
Schedule

Marine Department  
Hong Kong