

Tender for a Tenancy for Kai Tak Cruise Terminal
(Tender Ref.: TC 1/2025)
Response to Tender Enquiries

Insurance

Q1 Regarding Clause 24.1 & Annex XVII of the Form of Agreement, could the Government clarify the specific scope for Property Damage Insurance? Specifically, is the Tenant required to insure the entire building structure (including foundations, primary structural elements, external walls, and the roof) against all risks; or is the Tenant's obligation limited to the internal fixtures, fittings, and the specific Government assets listed in Annex XVII? If structural coverage is required from the Tenant, is it the Government's intent that this includes structural damage caused by "Acts of God" (e.g. typhoons or floods), given that these are listed as mandatory risks to be insured under Clause 24.1?

A1 The property damage insurance under Clause 24.1 covers all loss or damage to all contents in the Premises including without limitation all properties and assets listed out in Annex XVII of the Form of Agreement, all equipment, tools, instruments, facilities and material provided from time to time by the Landlord at the Premises.

The Tenant is not required to insure the entire building structure (including foundations, primary structural elements, external walls, and the roof) against all risks under Clause 24.1 of the Form of Agreement.

Q2 Regarding Clause 24.1(a) of the Form of Agreement and Q36 of “Response to tender enquiries issued on 4 February 2026”, there is a requirement for the Tenant to commission an independent professional insurance valuation to determine full reinstatement and replacement values. At what specific stage of the tender or "gearing-up" period must this valuation be completed and submitted to the Landlord? What are the procedures for the Successful Tenderer to arrange site access for a third-party valuer to inspect the infrastructure and the various equipment listed in Annex XVII? Would the Government provide historical cost data or book values for the items in Annex XVII to assist in preliminary insurance premium estimation during the tender stage?

A2 The independent professional insurance valuation to be commissioned by the Tenant prior to the Commencement Date shall be completed in a timely manner in order for the Tenant to effect and maintain the property damage insurance throughout the Term sufficiently covering the full reinstatement and replacement value of the insured assets as determined by the valuation. The Tenant shall retain the valuation in a detailed asset register to be provided to the Landlord upon request. In relation to the valuation, the Landlord will facilitate site access prior to the Commencement Date upon the Tenant’s request in a reasonable manner and provide the Tenant with required information as far as practical and appropriate.

Tender Submission

Q3 Regarding the 100 double-sided page limit for Assessment Criteria 1 to 7 of the Execution Plans, if a Tenderer provides supplementary information, technical data, certificates, or brochures as "Appendices" to these Execution Plans, will these be counted toward the 100-page limit?

A3 Yes. Under paragraph 3.4 of the Marking Scheme in Appendix B of the Terms of Tender, all text, drawings, charts, etc. shall not exceed one hundred (100) double-sided pages as part of the proposals submitted by the Tenderer for assessment under Assessment Criteria 1, 2, 3, 4, 5, 6 and 7 as per Items 1(f) and 1(g) in Appendix A of the Terms of Tender.

(Issued on 8 May 2026)