

**Part III**

**FORM OF TENDER**

**TENDER FOR A TENANCY FOR  
KAI TAK CRUISE TERMINAL**

**(Tender Reference: TC 1/2025)**

Tenders for a tenancy for the Premises (as defined in the Form of Agreement annexed in Part IV to the Tender Documents) within which the Kai Tak Cruise Terminal (at 33 Shing Fung Road, Kowloon, Hong Kong) is located, which are for identification purpose shown edged red and shown coloured brown on the plans annexed to the Form of Agreement as Annex I, for a term of ten (10) years commencing on 1 June 2028 (or on a date to be specified by the Commissioner for Tourism) and, subject to agreement by the Government, with an option for a further term of five (5) years, for the purposes of the use, operation and management of the Premises (including the Kai Tak Cruise Terminal located thereon) on such terms and conditions as set out in the Tender Documents and the Agreement.

To: Chairman,  
Central Tender Board,  
Ground Floor, East Wing,  
Central Government Offices,  
2 Tim Mei Avenue,  
Tamar, Hong Kong

I/We, \_\_\_\_\_  
(name of Tenderer)

of \_\_\_\_\_  
(address of Tenderer)

having read and clearly understood the terms and conditions as set out in the Tender Documents and the Form of Agreement, hereby offer our Tender for the Tenancy for a term of ten (10) years commencing on 1 June 2028 (or on a date to be specified by the Commissioner for Tourism) and, subject to agreement by the Government, with an option for further term of five (5) years, subject to and in accordance with the terms and conditions set out in the Tender Documents, the Agreement and in our Proposals. By submitting this tender, I/We also agree to be bound by all terms and conditions set out in the Tender Documents and the Agreement.

1. I/We submit with this Tender, which I/we agree that the Government has the absolute right to incorporate all or any of the Binding Proposals into the Agreement should I/we be awarded the Tenancy (subject to such further changes as the Government may stipulate in exercise of its powers under the Tender Documents or as the parties may agree):
2. In the event of my/our Tender being accepted, I/we hereby undertake as follows:-
  - (a) deposit with the Government, within thirty (30) days from the date of notification of award, a Security Deposit in accordance with Paragraphs 13.1 and 13.2 of the Terms of Tender;
  - (b) submit to the Government, within thirty (30) days from the date of notification of award, a Performance Guarantee in accordance with Paragraph 14.1 of the Terms of Tender;

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\*(c) provide to the Government, within thirty (30) days from the date of notification of award, a legal opinion with regard to me/us and the Contract in accordance with Paragraph 12.5 of the Terms of Tender; and

\*(d) submit to the Government, within thirty (30) days from the date of notification of award, a legal opinion with regard to the Performance Guarantor and the Performance Guarantee in accordance with Paragraph 14.2 of the Terms of Tender.

(\* Delete as appropriate)

3. I/We undertake that I/we shall keep this Tender valid and open for acceptance on the terms of the Tender Documents and the Agreement for a period of two hundred and forty (240) days from the Tender Closing Date.

4. I/We acknowledge that I/we shall make separate enquiries and satisfy myself/ourselves in all matters relating to the Invitation to Tender, legal or otherwise, including financial viability of the tenancy my/our Tender is bidding for.

5. I/We fully understand and agree that if my/our Tender:

(a) fails to comply with the Terms of Tender, or

(b) contains any false or incorrect information,

or if I/we:

(c) fail, refuse or omit to provide any information as required in the Terms of Tender, or

(d) fail or refuse to provide documentary evidence or additional information as may reasonably be required by the Government,

my/our Tender may not be considered.

6. I/We hereby declare that to my/our best knowledge and belief, the information furnished, provided in and/or attached to this Tender (including all Proposals) is true and correct.
7. I/We agree that this Tender is prepared and submitted at our own cost.
8. I/We acknowledge that the Government will have the right to release to any third party, upon its request, information on my/our identity and my/our parent company (if any), and amount of tendered rent.
9. I/We certify that:
  - (a) My/Our tender submitted herewith is a bona fide tender intended to be competitive; and
  - (b) I/We have not fixed or adjusted the Rent Proposal under or in accordance with any agreement or arrangement with any other person.
10. The following person(s) should be contacted for (i) clarification of any matters concerning my/our Tender and (ii) arrangements for site visits.

**For clarification of any matters concerning my/our Tender and/or arrangements for site visits:**

Name and Post: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Email address: \_\_\_\_\_

11. I/We hereby declare, confirm and agree that the following person(s) is(are) duly authorised by me/us to be my/our authorised signatory(ies) to sign on my/our behalf all the relevant documents in relation to my/our Tender including but not limited to all the relevant Appendices to the Terms of Tender, and the signing of the documents by the said authorised signatory(ies) shall be binding and enforceable against me/us as the Tenderer. Certified copy(ies) of documentary evidence(s) (e.g. board resolution or extract thereof, authorisation letter, etc.) to prove that the following authorised signatory(ies) who shall sign the relevant documents in relation to my/our Tender (including but not limited to the relevant Appendices to the Terms of Tender) has/have the authority to sign the same for and on behalf of me/us as the Tenderer is(are) also attached for reference. The specimen signature(s) of my/our authorised signatory(ies) is/are set out below.

**Particulars of Authorised Signatory(ies)**

Name(s) of  
Authorised  
Signatory(ies):

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Post(s)/Title(s) of  
Authorised  
Signatory(ies):

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Specimen  
Signature(s) of  
Authorised  
Signatory(ies)  
(with company  
chop as  
appropriate):

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12. If this Tender is accepted, then until the Agreement is duly signed or executed, this Tender together with the Binding Proposals shall constitute a binding agreement and shall form part of the Contract between me/us and the Government. I/We agree that the said binding agreement shall be governed by and construed and enforced in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China, and I/we agree, notwithstanding anything to the contrary herein, I/we and the Government shall first refer any dispute or difference arising out of or in connection with the Tender Documents or the said binding agreement to mediation in accordance with The Government of the Hong Kong Special Administrative Region Mediation Rules prevailing at the time; and if the said dispute or difference is not settled by mediation, I/we or the Government may institute litigation in respect of the said dispute or difference. I/We and the Government agree that the courts of Hong Kong shall have exclusive jurisdiction in respect of the said dispute or difference.
13. I/We understand that the Government reserves the right to negotiate with any Tenderer in relation to the Tenderer's Tender and/or conditions of the Contract (including the Agreement) pursuant to Paragraphs 4.6(b) and 31 of the Terms of Tender.
14. I/We understand that if this Tender is accepted, those proposals submitted by me/us (which shall include without limitation, the Binding Proposals) that are accepted by the Government (or such part(s) thereof as the Government may in its sole and absolute discretion chooses) shall be deemed to be incorporated into and shall form part of the Agreement to be signed or executed by me/us.
15. (a) I/We understand that the Government reserves the right to disclose the identity of each of the Successful Tenderer and its parent company (if any) and the Performance Guarantor and to announce the tender results in accordance with Paragraph 20.1 of the Terms of Tender.
- (b) I/We consent that the Government and its officers may use the data collected pursuant to Paragraphs 20 and/or 21 of the Terms of Tender together with any information of my/our performance or breach of any

terms and conditions of the licence or tenancy of any Government sites or premises, whether past, current or future, for consideration of this Tender by the Government, and the Tourism Commission 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 tenders by the Government at any time, and that the data and information may be used by the Tourism Commission for such purpose and may be transferred 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 20 and/or 21 of the Terms of Tender and the provisions in Paragraph 15 of this Form of Tender including the consent stated therein and herein shall remain in full force and effect notwithstanding that this Tender is not accepted by the Government. If my/our Tender is accepted by the Government, the said provisions and consent shall survive the execution of the Agreement and the commencement of the Tenancy, and shall remain in full force and effect notwithstanding the expiry or termination of the Tenancy.

16. (a) I/We warrant that up to the date hereof, other than the Excepted Communications referred to in Paragraph 16(c) hereof, I/we and my/our directors, officers, employees and agents had not:
- (i) communicated to any person the amount of the rental tendered;
  - (ii) adjusted the amount of the rental tendered 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 tender; or
  - (iv) otherwise colluded with any person in any manner whatsoever.

(b) I/We warrant that at any time hereinafter until the Tender is awarded, other than the Excepted Communications, I/we and my/our directors, officers, employees and agents will not:

- (i) communicate to any person other than the Tourism Commission the amount of rental tendered;
- (ii) adjust the amount of rental tendered 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 tender; or
- (iv) otherwise collude with any person in any manner whatsoever.

(c) The expression “Excepted Communications” means my/our directors’, officers’, employees’ and agents’ communications in strict confidence with:

- (i) my/our own insurers or brokers to obtain an insurance quotation for computation of the rental tendered; and
- (ii) my/our consultants or sub-contractors to solicit their assistance in preparation of Tender submission.

Dated this \_\_\_\_ day of \_\_\_\_\_ 202\_\_

**Note:** The Tenderer should execute this document on the execution block in accordance with Paragraph 4.17 of the Terms of Tender as shown below. If the Tenderer is a joint venture comprising Joint Tenderers, each Joint Tenderer should execute this document. If additional space is required by the Tenderer for the purpose of execution, please use additional sheet(s) with the execution block as shown below and submit the same together with this document.



Name of Tenderer (in Block Letters):	
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Signed by the Authorised Signatory(ies) for and on behalf of the Tenderer (with company chop as appropriate):	
Names(s)/Post(s) /Title(s) of Authorised Signatory(ies) (in Block Letters):	
Date:	

- End of the Form of Tender –

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