

## **Appendix A**

### **Checklist for submission of Tender**

The Tenderer is requested to check and ensure that all of the following proposals, documents and information are submitted with its Tender. The Tenderer should refer to the notes below when preparing the relevant documents and information for submission. The Tenderer shall note that failure to submit the proposals, documents and information as referred to in Items 1(a), 1(b), 1(e), 1(f) and 2(a) below by the Tender Closing Time will lead to the Tender not being considered further.

Without prejudice to the right of the Government to request for any clarification, information and/or document(s) pursuant to the Tender Documents (including, but not limited to, Paragraph 8.1 of the Terms of Tender), if the Tenderer fails to submit any proposals, documents and information required below, its Tender may, at the Government's sole and absolute discretion, not be considered further.

**1. The following items shall all be included in the Tenderer's Envelope labelled as "Envelope 1 – Technical Proposal" and marked as "Tender Reference: TC 1/2025 – Tender for a Tenancy for Kai Tak Cruise Terminal" (in accordance with Paragraph 4.9 of the Terms of Tender)**

- (a) Tender Deposit as required in Paragraph 9 of the Terms of Tender;
- (b) Duly completed and duly signed Form of Tender at Part III of the Tender Documents (**in triplicate**);
- (c) Duly completed and duly signed Information Schedule in the form set out in Appendix C to the Terms of Tender with the supporting information/documents of the Tenderer and its proposed Performance Guarantor's company/Business Organisation status provided in accordance with the requirements set out in the Information Schedule and Paragraph 12 of the Terms of Tender (**in triplicate**);
- (d) Duly completed and duly signed Form of Tenderer's Experience in Operation and Management of Cruise Terminal Facility ("**Tenderer's Experience**") in the form set out in Appendix D to the Terms of Tender and supporting documentary evidence proving the Tenderer's experience in

operation and management of Cruise Terminal Facility (in compliance with the Essential Requirements described in Section 2 of the Marking Scheme) **(in triplicate)**;

- (e) Duly completed and duly signed form in Appendix K (I) to the Terms of Tender, Part A of which is a checklist of the Execution Plans for the purpose of assessment under Assessment Criteria 1 to 5 of the Marking Scheme and Part B of which is the Tenderer's Key Performance Indicators for the purpose of assessment under Assessment Criteria 8 to 11 of the Marking Scheme **(in triplicate)**;
- (f) the Tenderer's Execution Plans as referred to in Appendix K (I) – Part A **(ten (10) sets of copies)**;
- (g) Duly completed and duly signed form Appendix K (II) for Pro-innovation Proposals and ESG Proposals as set out in the Innovative Suggestions Schedule for the purpose of assessment under Assessment Criteria 6 to 7 of the Marking Scheme **(in triplicate)** and supporting documents **(ten (10) sets of copies)**;
- (h) CD-ROM(s) / DVD-ROM(s) containing all documents submitted under Items 1(d), 1(e), 1(f) and 1(g) (in PDF format with the “word-search” function enabled) **(one set)**; and
- (i) Duly completed and duly signed Non-Collusive Tendering Certificate in the form set out in Appendix L to the Terms of Tender **(in triplicate)**.

**2. The following items shall all be included in the Tenderer's Envelope labelled as “Envelope 2 – Rent Proposal” and marked as “Tender Reference: TC 1/2025 – Tender for a Tenancy for Kai Tak Cruise Terminal” (in accordance with Paragraph 4.9 of the Terms of Tender)**

- (a) Duly completed and duly signed Rent Proposal for the Agreement as referred to Appendix E of the Terms of Tender **(in triplicate)**;
- (b) Financial statements in respect of each of the Tenderer and its proposed Performance Guarantor **(One (1) set of originals or certified copies (as the case may be) and two (2) sets of copies)**, including:
  - (i) the audited accounts of each of the Tenderer and its proposed Performance Guarantor and the audited consolidated accounts of the

group if the Tenderer/its proposed Performance Guarantor is a subsidiary of another company for the three (3) financial years prior to the date on which the Tenderer submits its Tender. The audited accounts must comply with the following requirements:

- (1) The audited accounts must be prepared on the same basis for each year in accordance with accounting principles generally accepted in Hong Kong and the disclosure requirements of the Companies Ordinance (Cap. 622).
- (2) The latest audited accounts must be for the period ending no more than eighteen (18) months before the date on which the Tenderer submits its Tender.
- (3) The audited accounts must contain the directors' report, auditors' report, statement of financial position (also referred to as balance sheet), statement of profit or loss and other comprehensive income (also referred to as income statement), statement of changes in equity, statement of cash flows and notes to the accounts.
- (4) All such accounts must have been audited by certified public accountants (practising) or for a company incorporating outside Hong Kong, by auditors recognised by the law applicable to the place where it is incorporated.
- (5) If any such accounts are in a language other than Chinese or English, translations into English, certified as accurate by the respective consulate or a notary public registered in Hong Kong, must be provided.
- (6) If the Tenderer comprises Joint Tenderers or if its proposed Performance Guarantor is a joint venture, audited accounts prepared in accordance with the requirements set out under this Paragraph for each Joint Tenderer or each member of the joint venture comprising the Performance Guarantor must be submitted if such Joint Tenderer/ member is an incorporated body.

Unaudited accounts are acceptable only if the Tenderer/its proposed Performance Guarantor is an unincorporated business where audited accounts are not mandatorily required, or if the Tenderer/its proposed Performance Guarantor is a newly established business where the first audited accounts are not yet available and for unincorporated businesses, tax records such as profits tax assessment issued by the Inland Revenue Department for the past three (3) financial years (if available) shall be provided (the unaudited accounts and tax records must be certified by the Authorised Signatory(ies) of the Tenderer/its performance Guarantor, certified public accountants or other accountants acceptable to the Government); and

(ii) management accounts with a period ending not more than three (3) months before the date on which the Tenderer submits its Tender (if this has not been covered by the latest audited accounts). The management accounts must comply with the following requirements:

(1) The accounts shall be prepared on the same basis in accordance with accounting principles generally accepted in Hong Kong.

(2) The accounts must be certified by (a) the Authorised Signatory(ies) of the Tenderer/its proposed Performance Guarantor, or (b) certified public accountants or other accountants acceptable to the Government.

(c) Duly completed and duly signed Appendix I and Appendix J in relation to Projected Statement of Profit or Loss and Other Comprehensive Income for the Operation of the Cruise Terminal and Projected Statement of Cash Flows with regard to the performance of the Agreement (**in triplicate**).

The projected statements must comply with the following requirements:

(1) The assumptions used in preparing the projections shall be reasonable and shall be clearly stated. All the supporting schedules and detailed calculations shall also be provided.

(2) The assumptions by the Government included in the Tender Documents shall be reflected in the Tenderer's projections.

- (d) Written confirmation from the Tenderer's proposed Performance Guarantor that it is willing to provide to the Government the Performance Guarantee in the form set out in Appendix G to the Terms of Tender **(One (1) original and two (2) copies)**;
- (e) Where applicable, letters from bankers confirming the lines of credit facilities available to each of the Tenderer and its proposed Performance Guarantor and the current undrawn/unutilised balances of such facilities on or after 28 February 2026 and stipulating the expiry date of the facilities **(One (1) set of originals and two (2) sets of copies)**;
- (f) Where applicable, letters from bankers confirming balances of the bank accounts and deposits of each of the Tender and its proposed Performance Guarantor on or after 28 February 2026 **(One (1) set of originals and two (2) sets of copies)**;
- (g) Where applicable, (certified by the Authorised Signatory(ies) of the Tenderer/its proposed Performance Guarantor) letters of undertaking, minutes of board meetings or returns of allotment of shares to support injection of capital into the Tenderer/its proposed Performance Guarantor **(One (1) set of certified copies and two (2) sets of copies)**; and
- (h) Where applicable, (certified by the Authorised Signatory(ies) of the Tenderer/its proposed Performance Guarantor) agreements confirming long-term loans obtained, or to be obtained from the parent company, directors, shareholders, partners, proprietors of the Tenderer/its proposed Performance Guarantor **(One (1) set of certified copies and two (2) sets of copies)**.

## **Appendix B**

### **Marking Scheme for Tender Evaluation**

#### **Section 1 Overview of Marking Scheme**

1.1. The Government will use this marking scheme in assessing the Tenders. A two-envelope approach with a technical to rent weighting of 70:30 will be adopted for the tender evaluation. The assessment of the Rent Proposal will be conducted only after the assessment of the Technical Proposal is completed.

1.2. An assessment panel comprising representatives from relevant Government bureaux and departments will be formed to conduct the tender assessment. The assessment panel will conduct both the technical and rent assessment of the Tenders received according to the evaluation procedure and assessment criteria specified in this Marking Scheme, which forms part of the Tender Documents.

1.3. Tenders will be assessed through the following five stages:

##### **1.3.1. Stage 1 – Completeness Check on the Tenders Submitted**

All Tenders submitted will be checked to ensure that all documents and information required in the Tender Documents have been submitted and the requirements in the Tender Documents have been complied with. If a Tenderer fails to submit the documents required under Items 1(a), 1(b), 1(e), 1(f) and 2(a) of Appendix A to the Terms of Tender (and in accordance with the requirements contained in the Tender Documents) before the Tender Closing Time, such Tender submitted by the Tenderer will not be considered further by the Government.

##### **1.3.2. Stage 2 – Compliance with Essential Requirements**

A Tender which has passed Stage 1 will be checked to determine its compliance with all the essential requirements as listed in Section 2 of this Marking Scheme. A Tender which fails to meet the essential requirements as aforesaid will not be considered further. Only Tenders which pass this Stage 2 assessment will proceed to Stage 3 assessment.

##### **1.3.3. Stage 3 – Technical Assessment**

- (i) Tenders that have passed Stage 1 and Stage 2 assessments will be evaluated according to the assessment criteria in Stage 3, as outlined

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in Section 3 below. The maximum total technical marks are one hundred (100), divided into eleven (11) criteria, namely Assessment Criteria 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 (“**1 to 11**”). The total technical marks of each Tender will be the sum of marks awarded under Assessment Criteria 1 to 11 subject to deductions as specified in Paragraph 3.4 below.

- (ii) To qualify as a conforming Tender, a Tender must achieve the passing marks for each of Assessment Criteria 1, 2, 3, 4 and 5 (i.e. all Execution Plans) as detailed in Section 3 below (“**Conforming Tender**”). A Tender that fails to meet the passing mark for any one of the Assessment Criteria 1, 2, 3, 4 and 5 will not be considered further. For the avoidance of doubt, there is no requirement for any overall passing marks as regards the total technical marks in the Technical Assessment.
- (iii) The maximum weighted technical score is seventy (70). The weighted technical score for Conforming Tenders (“**Weighted Technical Score**”) will be calculated using the following formula –

$$\text{Weighted Technical Score} = 70 \times \frac{\text{Total technical mark of the Conforming Tender being assessed}}{\text{The highest total technical mark among the Conforming Tenders}}$$

- (iv) The Weighted Technical Score of each Tender will be rounded to the nearest 2 decimal places. If the third decimal place is zero point zero zero five (0.005) or greater, the score will be rounded up by adding zero point zero one (0.01) and truncating the figures thereafter. If the third decimal place is less than zero point zero zero five (0.005), the score will be rounded down by truncating the figures at the third decimal place and thereafter without altering the value at the second decimal place.
- (v) For the details of each Assessment Criterion in Stage 3 – Technical Assessment, Tenderers should refer to Section 3 below.

#### 1.3.4. Stage 4 – Rent Assessment

Only Conforming Tenders will proceed to Stage 4 assessment. Failure to submit a Rent Proposal in the form as set out in Appendix E of the Terms of Tender with information duly completed will not be considered further.

Failure to submit the required cashier's order as stated in Paragraph 9.1 of the Terms of Tender will render a Tender invalid and will not be considered further.

The Rent Assessment is based on the Monthly Fixed Rent and the Annual Turnover Rent of the Conforming Tenders. Tenders that have passed Stage 1, Stage 2 and Stage 3 assessments will be evaluated according to the procedures in Stage 4, as outlined in Section 4 below. The overall rent score of each Tender will be the sum of marks awarded by the formulae for the marks for the Monthly Fixed Rent and the Annual Turnover Rent as detailed in Section 4 below.

The maximum weighted rent score is thirty (30). The weighted rent score for Conforming Tenders ("**Weighted Rent Score**") will be calculated using the following formula –

$$\text{Weighted Rent Score} = 30 \times \frac{\text{Overall rent score of the Conforming Tender being assessed}}{\text{The highest overall rent score among the Conforming Tenders}}$$

#### 1.3.5. Stage 5 – Calculation of Combined Score

The combined score of a Conforming Tender will be determined using the following formula –

$$\begin{aligned} &\text{Combined Score (maximum 100)} \\ = &\quad \text{Weighted Technical Score (maximum 70)} \\ &+ \quad \text{Weighted Rent Score (maximum 30)} \end{aligned}$$

Typically, the Tender with the highest combined score will be recommended for acceptance, provided that the Government, at its sole and absolute discretion, is satisfied that the recommended Tenderer is fully (including technically, commercially and financially) capable of undertaking the Tenancy, and that the recommended Tender is the most advantageous to the Government in accordance with the tender provisions. If two or more Tenders obtain the same highest combined score, the Tender which obtains the highest Weighted Technical Score will be recommended for acceptance.

## **Section 2 Stage 2 – Compliance with Essential Requirements**

2.1. A Tender which fails to meet the following essential requirements will not be considered further:

The Tenderer shall have at least three (3) consecutive years of experience in operating and managing a Cruise Terminal Facility within the past ten (10) years counting from the original Tender Closing Date and such experience shall be counted only if the Tenderer has experience in berthing of cruises with gross tonnage of 160,000 tonnes or above (see Note 1).

### **Explanatory Notes to Essential Requirements**

Note 1 (Tenderer's Experience)
<p>(a) In operating and managing a Cruise Terminal Facility, the Tenderer's experience shall include but not limited to berth assignment and scheduling, berthing of cruise vessels, management of passengers' embarkation and disembarkation, management of the Cruise Terminal Facility including housekeeping, traffic management, terminal security and ground security.</p> <p>(b) In assessing the Tenderer's experience, the following will be adopted to determine whether or not certain experience shall be taken into account –</p> <p>(i) If the Tenderer is a Corporate Group which comprises Subsidiary Companies and/or Related Companies with relevant experience, or the Tenderer is a newly formed Subsidiary Company under a Corporate Group, the experience gained by a particular Subsidiary or Related Company under the same Corporate Group will be counted provided that such Subsidiary or Related Company has at least three (3) consecutive years of experience in operating and managing a Cruise Terminal Facility within the past ten (10) years counting from the original Tender Closing Date; or</p> <p>(ii) If the Tenderer is an incorporated or unincorporated joint venture and if the Tenderer or a joint venture shareholder or participant of the Tenderer obtains its experience through joint venture or partnership by undertaking part of the operation and management work, such experience will be counted without any adjustment. For example, if the Tenderer or a shareholder or participant of the Tenderer was a shareholder or participant in a joint venture with at</p>

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least three (3) consecutive years of experience in operating and managing a Cruise Terminal Facility within the past ten (10) years counting from the original Tender Closing Date, the experience will be counted without adjustment.

(c) The reference to “within the past ten (10) years” means the 10-year period counting from the original date set for original Tender Closing Date. The original Tender Closing Date will still be used for assessment purposes even if the Tender Closing Date has been extended.

(d) A Tenderer shall provide documentary proof to substantiate its claim of experience as at the original Tender Closing Date.

2.2.

### **Section 3 Stage 3 – Technical Assessment**

3.1. The maximum total technical marks are one hundred (100) and are divided into eleven (11) Assessment Criteria as shown in the table at paragraph 3.2 below. Tenderers are required to (i) submit their plans/proposals as required under Assessment Criteria 1, 2, 3, 4 and 5 and in accordance with the form Appendix K(I) Part A – Execution Plans to the Terms of Tender; and (ii) propose its Tenderer’s Top-up figures as required under Assessment Criteria 8, 9, 10 and 11 and in accordance with the form Appendix K(I) Part B – Key Performance Indicators of the Terms of Tender. Tenderers may submit innovative suggestions (including (A) Pro-innovative Proposal and (B) ESG Proposal) as set out under Assessment Criteria 6 and 7 and in accordance with the form Appendix K(II) – Innovative Suggestion Schedule. Tenderers’ proposals will be assessed and marks will be assigned against the Assessment Criteria as specified in the table at Paragraph 3.2 below and the requirements set out in the relevant Explanatory Notes to Technical Assessment in this section.

3.2. The Assessment Criteria for Technical Assessment is outlined in the table below –

Assessment Criteria		Maximum Mark	Passing Mark	Remarks
A Execution Plans				
1	Operation and Contingency Plan	20	4	See Notes 2 and 3.
2	Organisation, Supervision, Resources and Maintenance Plan	5	1	See Notes 2 and 4.
3	Quality Assurance and Compliance Plan	5	1	See Notes 2 and 5.
4	Transition Plan	5	1	See Notes 2 and 6.
5	Marketing Plan	15	3	See Notes 2 and 7.
Innovative Suggestions				
6	Pro-innovation Proposals	15		See Notes 8 and 9.
7	Proposals on environmental protection, sustainability or governance or social responsibility (“ESG”)	5		See Notes 8 and 9.
	Sub-total for (A)	70		
B Key Performance Indicators				
8	Minimum number of Ship Calls	15		See Note 10.
9	Minimum number of Non-Cruise Related Events	5		See Note 10.
10	Minimum number of visitors of Non-Cruise Related Events	5		See Note 10.
11	Minimum occupancy rate of Ancillary Commercial Area	5		See Note 10.
	Sub-total for (B)	30		
Total Technical Mark		100		

A. Execution Plans (Assessment Criteria 1 to 7)

3.3. Passing marks are set for each of Assessment Criteria 1, 2, 3, 4 and 5 (“**1 to 5**”) as specified in the table at Paragraph 3.2 above. Tenders that score lower than the passing mark in any of the Assessment Criteria 1 to 5 will not be considered further.

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3.4. For all the proposals submitted by the Tenderer for assessment under Assessment Criteria 1, 2, 3, 4, 5, 6 and 7 (“**1 to 7**”) as per Items 1(f) and 1(g) in Appendix A of the Terms of Tender shall be printed on both sides and the total number of pages, including all text, drawings, charts, etc. shall not exceed one hundred (100) double-sided pages (“**Maximum Page Limit**”). In addition to the Maximum Page Limit, pages for all proposals submitted by the Tenderer shall either be in A4 or A3 size only, and number of pages in A3 size shall not exceed twenty five (25). The margin of each page shall not be less than 25mm and character font size not less than 12. A Tenderer’s proposals for Assessment Criteria 1 to 7 that do not comply with the requirements in this paragraph will still be assessed but one (1) mark will be deducted from the total technical mark for each non-complying page, subject to a maximum deduction of five (5) marks. Items other than 1(f) and 1(g) submitted as per Appendix A to the Terms of Tender would not be counted towards the Maximum Page Limit.

B. Key Performance Indicators (“KPI”) (Assessment Criteria 8 to 11)

3.5. The KPIs are quantitative targets that the Successful Tenderer has to meet every Contract Year (as defined in the Form of Agreement). There are four (4) KPIs and each of them shall be the sum of (i) the Baseline, which is pre-determined by the Government and (ii) the Tenderer’s Top-up, which are proposed by the Tenderer in their proposals required to be submitted under Assessment Criteria 8, 9, 10 and 11 by completing Appendix K(I) – Part B of the Terms of Tender. In the event that the Government exercises its right pursuant to Paragraph 17.3 of the Terms of Tender, the KPIs will form part of the Binding Proposal in accordance with Clause 11.3 of the Agreement.

3.6. The Tenderer should submit its proposals for the KPIs by duly completing Appendix K(I) – Part B of the Terms of Tender. For the avoidance of doubt, Tenders with zero (0) as the Tenderer’s Top-up (under column (C)) in any of the KPIs may still be assessed. In the event that any one or more items in (C1), (C2), (C3) and/or (C4) is/are left blank by the Tenderer, an integer “zero (0)” shall be deemed to be entered by the Tenderer for such item(s) and the Tenderer shall be deemed to have accepted the Baseline of KPI figure(s) as the KPI figure(s) for the relevant item(s).

3.7. Marks will be given to Assessment Criteria 8 to 11 which shall be based on the figures provided by the Tenderer under the “Tenderer’s Top-up” of each KPI. There is no passing mark for Assessment Criteria 8 to 11. Please refer to Note 10 for details.

3.8. The Baseline figures of the KPIs are as follows -

KPI (per Contract Year)	Baseline
Minimum number of Ship Calls	85
Minimum number of Non-Cruise Related Events	13
Minimum number of visitors of Non-Cruise Related Events	6,500
Minimum occupancy rate of Ancillary Commercial Area	60%

#### Explanatory Notes to Technical Assessment

Note 2 (Marking Guide for Assessment Criteria 1 to 5)
<p>(a) The proposed plan submitted for each of Assessment Criteria 1 to 5 will be graded in accordance with the following six-grade approach –</p> <ul style="list-style-type: none"> <li>(i) A “Very Good” grade will be awarded if – the proposed plan is <b>practical</b> with <b>detailed information on all items</b> and the Tenderer could <b>effectively discharge its obligations as regards on over half of the items</b> of the respective plan as required in Notes 3 to 7 below.</li> <li>(ii) A “Good” grade will be awarded if – the proposed plan is <b>practical</b> with <b>detailed information on all items</b> and the Tenderer <b>could effectively discharge its obligations as regards at least one of the items</b> of the respective plan as required in Notes 3 to 7 below.</li> <li>(iii) A “Satisfactory” grade will be awarded if – the proposed plan is <b>practical</b> with <b>detailed information on all items</b> of the respective plan as required in Notes 3 to 7 below.</li> <li>(iv) An “Acceptable” grade will be awarded if – the proposed plan is <b>practical</b> with <b>detailed information on over half of the items</b> and <b>brief information on the remaining items</b> of the respective plan as required in Notes 3 to 7 below.</li> <li>(v) A “Fair” grade will be awarded if – the proposed plan is <b>practical</b> with <b>detailed information on half or less than half of the items</b> and <b>brief information on the remaining items</b> of the respective plan as required in Notes 3 to 7 below.</li> <li>(vi) An “Unacceptable” grade will be awarded if – the proposed plan is <b>impractical</b> and/or without information on any of the items of the respective plan as required in Notes 3 to 7 below.</li> </ul> <p>(b) After grading the proposed plan using the six-grade approach set out in (a) above, marks as specified in the table below will be awarded</p>

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accordingly for Assessment Criteria 1 to 5. The numbers of items that qualifies as “over half” of the respective plans as described in (a) above are also specified in the table below. The passing mark required to be attained for each of the Assessment Criteria 1 to 5 is the respective mark for “Fair” grade as set out in the table below –

Assessment Criteria	Number of items	Minimum number of items that qualifies as “over half”	Marks to be awarded for the grades in (a) above					
			Very Good	Good	Satisfactory	Acceptable	Fair*	Unacceptable
1. Operation and Contingency Plan	11	6	20	16	12	8	4	0
2. Organisation, Supervision, Resources and Maintenance Plan	7	4	5	4	3	2	1	0
3. Quality Assurance and Compliance Plan	5	3	5	4	3	2	1	0
4. Transition Plan	4	3	5	4	3	2	1	0
5. Marketing Plan	8	5	15	12	9	6	3	0

\* Marks for the “Fair” grading is the passing mark for the respective Assessment Criteria.

**Note 3 (Assessment Criterion 1 – Operation and Contingency Plan)**

- (a) The aim of the Operation and Contingency Plan is to provide a detailed and practicable proposal on the operation and management arrangement that could deliver quality services in an efficient and effective manner to ensure that the operation of the Cruise Terminal could be at the utmost efficiency.

- (b) The Operation and Contingency Plan shall meet the aim at (a) above and cover the following items (i) to (xi) –

Cruise Operation

- (i) Liaison with cruise lines on cruise operation matters e.g. acceptance and management of bookings, and assignment of berths;
- (ii) Baggage operation for turn calls;
- (iii) Arrangement during berthing of multiple vessels;
- (iv) Facilitation of supplies provisioning and sewage and waste disposal for ships;

Passenger Flow and Traffic Management

- (v) Passenger and vehicular flow in the terminal for various scenarios e.g. embarkation and debarkation during turn and transit calls for small, medium and mega cruises and for single and multiple berthing;
- (vi) Transport arrangements for passengers to arrive at and depart from the terminal e.g. any plans for liaison with transport authorities and operators, arrangement of coaches (paid or free) and arrangement of point-to-point transportation including taxis;
- (vii) Communication with stakeholders e.g. relevant Government departments, public transport operators, cruise lines, ground handler and port agents etc. on the passenger flow and traffic management for each ship call;

Terminal Management

- (viii) Security plan for Terminal Operation Areas, customs, immigration and quarantine (CIQ) areas and remaining areas during ship call days and other situations e.g. on non-ship call days, on days with Non-Cruise Related Events with relevant details such as deployment plan of guards and crowd management measures;
- (ix) Cleansing and housekeeping plans;
- (x) Landscape management plan; and

Contingency

- (xi) Contingency arrangement for the items (i) to (x) above, covering various scenarios such as inclement weather, interruption to utilities, failure of E&M facilities, accidents etc. which would lead to disruption to the operation and management of the Cruise Terminal, as well as manner of communication with the relevant parties/government authorities in such scenarios.

Note 4 (Assessment Criterion 2 – Organisation, Supervision, Resources and Maintenance Plan)

(a) The aim of the Organisation, Supervision, Resources and Maintenance Plan is to provide a comprehensive management, maintenance and housekeeping proposal for ensuring sufficient provision of competent manpower and for taking care of the Premises (as defined in the Form of Agreement) including its equipment, machinery, fixtures and landscape.

(b) The Organisation, Supervision, Resources and Maintenance Plan shall meet the aim at (a) above and cover the following items (i) to (vii) –

Staff

- (i) Staffing structure, e.g. organisation chart, information/document relating to roles and responsibilities of managerial/supervisory staff and their post titles and qualifications;
- (ii) Staff deployment plan for implementation of the Operation and Contingency Plan, showing relevant details e.g. the minimum number of staff to be provided (through hiring or outsourcing) with breakdown by type/rank of staff and their respective duty, during ship call and non-ship call days, for transit and turn calls, and for single and multiple berthing;
- (iii) Staff deployment plan for implementation of the Marketing Plan;
- (iv) Staff hiring, training and development plan to ensure provision of sufficient and competent staff;
- (v) Measures for staff safety for cruise operation and for outdoor duty during adverse/hot weather or extreme weather conditions;

Furniture, Tools and Equipment and Maintenance

- (vi) Tenderer's provision of furniture, tools and equipment, e.g. their type, number, use, service life and the relevant maintenance arrangement for the successful implementation of the Operation and Contingency Plan; and
- (vii) Inspection, maintenance (if applicable), reporting and repair (if applicable) plan for such parts of the Premises (as defined in the Form of Agreement) and any provision by the Government (as Landlord) which are required to be maintained by the Tenant pursuant to the Agreement for the successful implementation of the Operation and Contingency Plan.

**Note 5 (Assessment Criterion 3 – Quality Assurance and Compliance Plan)**

- (a) The aim of the Quality Assurance and Compliance Plan is to set out an effective approach and mechanism to ensure compliance and service quality.
- (b) The Quality Assurance and Compliance Plan shall meet the aim at (a) above and cover the following items (i) to (v) –

Quality Assurance

- (i) Proposed Service Pledge (as defined in the Form of Agreement) on tasks performed under the Operation and Contingency Plan, as well as ways to ensure the Service Pledges (as defined in the Form of Agreement) are met and ways to rectify performance deficiency(ies);
- (ii) Mechanism to ensure adequate supervision of staff and contractors;
- (iii) Mechanism on collection of feedback on performance from users, including cruise passengers, cruise lines, Government departments, ground handlers, and port agents, etc.;
- (iv) Mechanism on handling enquiries, complaints and adverse reports from various channels e.g. in-person, telephone, emails, letters, social media, news report, etc.; and

Compliance

- (v) Demonstration of understanding about compliance with the requirements of the International Ship and Port Facility Security Code (ISPS), taking into account the whole Cruise Terminal Building as well as the general security procedures for terminal and apron areas.

**Note 6 (Assessment Criterion 4 – Transition Plan)**

- (a) The aim of the Transition Plan is to set out a detailed and practicable proposal on how the Tenderer will take up the operation and management of the Cruise Terminal from the incumbent Cruise Terminal operator, existing sub-tenant(s) of the Cruise Terminal (if any) and management company(ies) (if any) to ensure a smooth transition without affecting the status of the Cruise Terminal as a world-class cruise terminal.

- (b) The Transition Plan shall meet the aim at (a) above and cover the following items (i) to (iv) –

Cruise Operation

- (i) Plan and action to be implemented before the date of commencement of the term of the Agreement so as to ensure successful implementation of the Operation and Contingency Plan immediately from such date;
- (ii) Action checklist of takeover of various areas of the Premises, tools and equipment from the incumbent Cruise Terminal operator, existing sub-tenant(s) of the Cruise Terminal (if any) and management company(ies) (if any) to the Tenant (being the new Cruise Terminal Operator) through the Landlord;

Marketing

- (iii) Plan and action to be implemented to attract ship calls, leasing out of the Ancillary Commercial Area (as defined in the Form of Agreement) and to attract Non-Cruise Related Events before the date of commencement of the term of the Agreement for the purpose of achieving the KPIs during the term of Agreement; and

Staff

- (iv) Plan for hiring, familiarisation and training of staff (including, in particular, the Management Team (as defined in the Form of Agreement)) such that: (a) the Management Team are ready to perform their duties from the date specified in Clause 11.10 of the Form of Agreement and (b) all other staff are ready to perform their duties from the date of commencement of the term of the Agreement.

**Note 7 (Assessment Criterion 5 – Marketing Plan)**

- (a) The aim of the Marketing Plan is to provide a proposal for promoting the use and boosting the positive image of the Cruise Terminal on various aspects e.g. attracting berthing of cruise ships, increasing effective utilisation of Ancillary Commercial Area of the Cruise Terminal, attracting visitors and holding of Non-Cruise Related Events, through marketing and promotional efforts and co-operation with stakeholders and thereby ensuring that the KPIs are met.
- (b) The Marketing Plan shall meet the aim at (a) above and cover the following items (i) to (viii) –

Cruise

- (i) Marketing plan on attracting cruise to berth at the Cruise Terminal and proposals on lengthening the state of cruises, e.g. concrete plan to achieve the KPI on the minimum number of ship calls;
- (ii) Co-operation plan with relevant parties, including the Tourism Commission and Hong Kong Tourism Board to promote the Cruise Terminal;

Ancillary Commercial Area

- (iii) Plan on the overall mix of retail, restaurants and shops and the market positioning of the Ancillary Commercial Area (as defined in the Form of Agreement) so as to increase the utilisation of such areas;
- (iv) Plans on achieving the KPI on the minimum occupancy rate of the Ancillary Commercial Area;

Non-Cruise Related Events

- (v) Promotion plan to position and market the Cruise Terminal as a venue for Non-Cruise Related Events and ways to achieve the KPI on the minimum number of Non-Cruise Related Events;
- (vi) Plans to achieve the KPI on the minimum number of visitors brought by Non-Cruise Related Events;
- (vii) Suggestions on Non-Cruise Related Events which may be held during periods with and/or without ship berthing, and the plan for implementing such suggestions; and
- (viii) Demonstration of understanding on priority of ship call over Non-Cruise Related Events, and strategy to maximise Non-Cruise Related Events without forgoing or affecting the number of ship calls.

**Note 8 (Assessment Criterion 6 – Pro-innovation Proposals)**

- (a) Marks will be given if the proposed Pro-innovation Proposals are directly relevant to, effective and practicable in improving the delivery of the services or discharge of the obligations by the Successful Tenderer under the Agreement as compared with how such services were delivered or how such obligations were discharged under conventional modes of service delivery when operating cruise terminals in general. Pro-innovation Proposals are technological means/arrangements/work process/solutions/equipment that can enhance efficiency, effectiveness and productivity of the service

outcome. The emphasis is on output-based service delivery of which the contributions should be visible, and preferably be quantifiable and measurable.

(b) Tenderers may propose Pro-innovation Proposals involving application/adoption of new technology/inventions and/or innovative application of existing/matured technology that may enhance service delivery while contributing to the development of Hong Kong as a smart city and Hong Kong's overall innovation and technology development. Pro-innovation Proposals may not necessarily be technology-related, but must bring all or some or any one of the improvements/positive values/benefits in terms of the following –

- (i) Saving of manpower resources (e.g. to use smart access control system to minimise processing time for ad-hoc access request to the Cruise Terminal etc.);
- (ii) Higher operational efficiency (e.g. to use smart crowd monitoring system); and
- (iii) Boosting user satisfaction/service utilisation (e.g. to enhance way finding experience of passengers/visitors both within Cruise Terminal and to and from the Cruise Terminal).

(c) Marks will be given in accordance with the following approach –

15Marks – Three (3) or more effective and practicable Pro-innovation Proposals are proposed.

10Marks – Two (2) effective and practicable Pro-innovation Proposals are proposed.

5 Marks – One (1) effective and practicable Pro-innovation Proposal is proposed.

0 Mark – No effective or practicable Pro-innovation Proposal is proposed.

(d) Marks will not be given to any Pro-innovation Proposal/ESG Proposal which a Tenderer will neither be capable of nor responsible for implementation.

(e) A Tenderer's innovative suggestions should not be repeated. The same suggestion can only score marks under one proposal irrespective of whether such suggestion is included in either one or both of the Tenderer's Pro-innovation Proposals and ESG Proposals. A suggestion that scores marks under Pro-innovation Proposals will not earn marks again under ESG Proposals and vice versa. In case a Tenderer specifies a particular suggestion under both Pro-innovation

Proposals and ESG Proposals and the Tender Assessment Panel (“TAP”) considers that such suggestion could earn marks under either Pro-innovation Proposals or ESG Proposals, it will be taken as scoring marks under Pro-innovation Proposals only. Each suggestion will be counted once, irrespective of the number of improvements/positive values/benefits involved.

- (f) Tenderers should propose Pro-innovation Proposals and ESG Proposals and explain clearly with sufficient details on what improvements/benefits/ positive values which their proposed Pro-innovation Proposals and ESG Proposals can bring about as well as how such proposals are to be implemented by filling in Appendix K(II) of the Terms of Tender.
- (g) Apart from Appendix K(II) to the Terms of Tender regarding Pro-innovation Proposals and ESG Proposals mentioned in (f) above, Tenderers shall submit the following information for demonstrating the effectiveness and practicability of the Pro-innovation Proposals/ESG Proposals. Marks will not be given if the Tenderers only propose a concept without providing sufficient details. The information that shall be provided by the Tenderers includes the following—
  - (i) if the suggestion is concerned with a kind of technology, equipment, tool, system, material, facility and vehicle, etc.:  
scope of the services involved, details on implementation, specifications, catalogues, features, functions, quantity, coverage, locations and outcome, etc. as appropriate;
  - (ii) if the suggestion is concerned with a kind of measure, service, scheme and activity, etc.:  
the objective, scope of the services involved, details on implementation, functions, quantity, monetary value, scale, coverage, locations, frequency, duration, outcome and number of target beneficiaries, etc. as appropriate; and
  - (iii) if the suggestion is related to manpower:  
the objective, scope of the duties involved, details on how to implement, work shifts (full time or part time), posts, recruitment method, means to approach the target candidates, quantity, monetary value, scale, coverage, locations, frequency, duration, outcome and number of target beneficiaries, etc. as appropriate.
- (h) Tenderers may be requested to provide supporting documents or a demonstration to prove the practicability of their Pro-innovation

Proposals/ESG Proposals. All proposed Pro-innovation Proposals/ESG Proposals will be assessed on the basis of the information provided in the Tender submissions and factual supporting documents (e.g. test reports/certificates) provided by the Tenderers upon request by the Government. For the avoidance of doubt, the demonstration proving practicability will not be taken into account in marking the Pro-innovation Proposals/ESG Proposals (i.e. Assessment Criteria 6 and 7) as it only serves as a means to enable members of the TAP to have a better understanding of the Pro-innovation Proposals/ESG Proposals proposed by the Tenderers. During the demonstration, Tenderers are also not allowed to provide additional information not contained in their original Tender submissions.

- (i) All practicable Pro-innovation Proposals/ESG Proposals accepted by the Government shall form part of the Agreement. Any failure to perform such Pro-innovation Proposals/ESG Proposals shall constitute a breach of the Agreement, and the Government would be entitled to take actions in accordance with the provisions of the Agreement.

#### Note 9 (Assessment Criterion 7 – ESG Proposals)

- (a) Marks will be given if the ESG Proposals will improve environmental protection, sustainability or governance or social responsibility throughout the term of the Agreement. For the avoidance of doubt, such proposals may but need not be directly relevant to the services to be provided by the Successful Tenderer under the Agreement, but such proposals should bring about positive values/benefits to the Government or the public at large.
- (b) ESG Proposals must contribute to all or some or any one of the following positive values/benefits –
  - (i) environmental protection or sustainability (e.g. use of renewable energy and/or green materials/products, promotion of waste reduction when carrying out the services under the Agreement);
  - (ii) social responsibility (e.g. employment of people with disabilities and/or rehabilitated persons for carrying out the services under the Agreement); and/or
  - (iii) governance.
- (c) Marks will be given in accordance with the following approach –

5 Marks – More than one (1) **effective and practicable** ESG Proposals contributing to any of the positive values/benefits as listed in (b) of this Note above are proposed.

2.5 Marks – One (1) **effective and practicable** ESG Proposals contributing to any of the positive values/benefits as listed in (b) of this Note above is proposed.

0 Mark – No effective or practicable ESG Proposal is proposed.

(d) Paragraphs (d) to (i) of Note 8 above are also applicable to this Note.

**Note 10(Assessment Criterion 8 – 11 on KPIs)**

(a) Marks will be given based on the respective KPI figures provided under the Tenderer's Top-up as submitted in Appendix K(I) – Part B of the Terms of Tender which shall be assessed in accordance with the following rule –

The maximum mark for Assessment Criteria 8 to 11 for the respective KPI as shown in the table at Paragraph 3.2 above will be awarded to the Conforming Tender with the highest Tenderer's Top-up proposed. The marks for other Conforming Tenders will be calculated by the following formula –

$$\text{Mark for the KPI} = \text{Maximum Mark for the KPI} \times \frac{\text{Tenderer's Top-up proposed by the Conforming Tender being assessed}}{\text{The highest Tenderer's Top-up among the Conforming Tenders}}$$

(b) The marks for Assessment Criteria 8 to 11 for the respective KPIs of each Tender will be rounded to the nearest 2 decimal places. If the third decimal place is zero point zero zero five (0.005) or greater, the mark will be rounded up by adding zero point zero one (0.01) and truncating the figures thereafter. If the third decimal place is less than zero point zero zero five (0.005), the mark will be rounded down by truncating the figures at the third decimal place and thereafter without altering the value at the second decimal place.

(c) In case the Tenderer's Top-up figures submitted in all Conforming Tenders for a KPI are zero (0), the marks for the respective KPI for all Conforming Tenders will be zero (0).

#### **Section 4 Stage 4 – Rent Assessment**

4.1. Tenderer must strictly conform to the format and structure of Appendix E of the Terms of Tender in submitting its Rent Proposal. A Tender will not be considered further if the Tenderer deviates from the format and structure, proposes an alternative rent proposal, or fails to submit either Monthly Fixed Rent or Annual Turnover Rent. The Rent Proposal submitted by the Successful Tenderer shall be binding and shall form part of the Agreement.

4.2. The overall rent score of a Conforming Tender is the sum of the marks for Monthly Fixed Rent and for Annual Turnover Rent offered by the Tenderer in the Rent Proposal, calculated by the formulae detailed in this Section. The maximum overall rent score is one hundred (100).

4.3. Tenderers shall offer the fixed rent (in Hong Kong Dollars) proposed to be paid to the Government on a monthly basis throughout the term of the Tenancy. The maximum mark for the Monthly Fixed Rent is sixty (60). The mark for the Monthly Fixed Rent for Conforming Tenders will be calculated by the following formula –

$$\text{Mark for Monthly Fixed Rent} = 60 \times \frac{\text{Monthly Fixed Rent of the Conforming Tender being assessed}}{\text{The highest Monthly Fixed Rent among the Conforming Tenders}}$$

4.4. Tenderers shall offer the percentage of the annual Gross Receipt ("**Percentage for Annual Turnover Rent**") to be paid to the Government as the Annual Turnover Rent. The maximum mark for the Annual Turnover Rent is forty (40). The mark for the Annual Turnover Rent for Conforming Tenders will be calculated by the following formula –

$$\text{Mark for Annual Turnover Rent} = 40 \times \frac{\text{Percentage for Annual Turnover Rent of the Conforming Tender being assessed}}{\text{The highest Percentage for Annual Turnover Rent among the Conforming Tenders}}$$

*Tender Reference: TC 1/2025*

*Tender for a Tenancy for Kai Tak Cruise Terminal*

4.5. The marks for the Monthly Fixed Rent and the Annual Turnover Rent of each Tender will be rounded to the nearest 2 decimal places. If the third decimal place is zero point zero zero five (0.005) or greater, the mark will be rounded up by adding zero point zero one (0.01) and truncating the figures thereafter. If the third decimal place is less than zero point zero zero five (0.005), the mark will be rounded down by truncating the figures at the third decimal place and thereafter without altering the value at the second decimal place.

4.6. The overall rent score of a Conforming Tender shall be calculated by the following formula –

$$\begin{aligned} &\text{Overall rent score (maximum 100)} \\ &= \quad \text{mark for Monthly Fixed Rent (maximum 60)} \\ &\quad + \quad \text{mark for Annual Turnover Rent (maximum 40)} \end{aligned}$$

4.7 The Monthly Fixed Rent offered in a Tender must be an integer greater than zero (0). The Percentage for Annual Turnover Rent offered in a Tender must be greater than zero (0) and with not more than one decimal place.

## **Appendix C**

### **Information Schedule**

#### **Part 1: Particulars of Tenderer**

In accordance with Paragraph 12 of the Terms of Tender, Tenderers are required to provide the following information. If the Tenderer comprises Joint Tenderers, information regarding each Joint Tenderer should be provided.

1. (a) Name of Tenderer: \_\_\_\_\_ (in English)  
\_\_\_\_\_ (in Chinese)

- (b) Principal place of business and Registered Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- (c) Nature of business of Tenderer: Incorporated (company / statutory corporation / others)\*  
Unincorporated (sole proprietorship / partnership / joint venture / others)\*

(\*Please delete whichever is not applicable.)

- (d) Place and date of incorporation/formation\*:

\_\_\_\_\_

(\*Please delete whichever is not applicable.)

(e) Length and details of relevant business experience of Tenderer

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(f) If the Tenderer is an Incorporated Business Organisation

Names of all shareholders/members of the Tenderer and their respective shareholdings/interests in percentages:

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Names of the managing director and director(s) of the Tenderer:

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(g) If the Tenderer is an Unincorporated Business Organisation

Name(s) of all participants/proprietors/partners of the Tenderer and their respective participation/interests in percentages. (Please state which participant/partner is leading the joint venture/partnership):

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(h) Names and the following, where appropriate:

(i) Name(s) of  
parent/holding  
company(ies) of  
Tenderer

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- (ii) Name(s), place(s)  
and date(s) of  
incorporation of  
Tenderer's  
immediate and  
ultimate holding  
company(ies) (if  
the Tenderer is a  
subsidiary)

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- (iii) Organisational  
Chart with  
parent/holding  
company (if  
applicable)

☐

Diagram showing the relationship between  
Tenderer and its parent/holding company(ies)  
(with its/their respective shareholdings / interests  
in percentages shown thereon)

(Please tick as appropriate)

- (iv) Business profile  
information of  
Tenderer  
including the  
number and  
location of full  
time/contract  
employees, core  
business  
strategies and  
strength, and  
industry expertise

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- (v) Business  
Registration  
Document(s)

☐

copy of a valid business registration certificate  
issued under the Business Registration Ordinance  
(Cap. 310); or

☐ copy(ies) of documentary evidence showing that the Tenderer is exempted from business registration under the Business Registration Ordinance (Cap. 310); or

☐ copy(ies) of the following equivalent document(s) issued by the authority(ies) from the Tenderer's place of incorporation (**if the Tenderer is incorporated or formed outside of Hong Kong**):

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(Please tick as appropriate)

(vi) Tenderer's  
Corporate  
Document(s)

☐ a copy of the Memorandum (if any) and Articles of Association;

☐ a copy of Certificate of Incorporation;

☐ a copy Certificate of Change of Name (if any);

☐ a copy of the latest annual return filed with the Companies Registry and copies of the following documents filed with the Companies Registry (if any) since the latest annual return (**if the Tenderer is a Hong Kong incorporated company or is registered as a non-Hong Kong Company under the Companies Ordinance (Cap. 622)**);

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☐ copies of documents equivalent to the above and as listed below which is(are) issued by the authority(ies) from the Tenderer's place of incorporation (**if the Tenderer is incorporated or formed outside of Hong Kong**):

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(Please tick as appropriate)

(vii) Tender's  
authorisation  
document(s) to  
submit its Tender

☐ certified extract(s) of the board resolution(s) of the Tenderer or other documentary evidence(s) acceptable to the Government demonstrating the Tenderer's authorisation and approval for (a) the submission of its Tender; and (b) the Authorised Signatory(ies) (as defined in the Terms of Tender) to sign all the documents in relation to its Tender (including the Form of Tender) on the Tenderer's behalf (**if the Tenderer is an incorporated company**);

☐ certified documentary evidence(s) acceptable to the Government demonstrating the Tenderer's authorisation and approval for (a) the submission of its Tender; and (b) the Authorised Signatory(ies) (as defined in the Terms of Tender) to sign all the documents in relation to its Tender (including the Form of Tender) on the Tenderer's behalf (**if the Tenderer is a partnership**); or

- ☐ (A) certified documentary evidence(s) **from each Joint Tenderer** demonstrating each Joint Tenderers' authorisation and approval for (a) the submission of its Tender; (b) the person(s) duly authorised by each member of the joint venture to sign all the documents in relation to its Tender (including the Form of Tender) for and on behalf of each Joint Tenderer; and (c) the Authorised Signatory(ies) (as defined in the Terms of Tender) to sign all documents in relation to its Tender (including the Form of Tender) on behalf of each Joint Tenderer; and (B) certified copy of the joint venture agreement showing the requirements of executing documents by or on behalf of the joint venture **(if the Tenderer is a joint venture comprising Joint Tenderers)**.

For the avoidance of doubt, the name(s) of the Authorised Signatory(ies) shall be clearly stated in the aforesaid board resolution or documentary evidence (as the case may be) and shall be the same as shown in the Form of Tender, failing which the Government reserves the power to seek clarification.

(Please tick as appropriate)

- (viii) Names and addresses of banks which are prepared to provide references or other relevant financial data which indicate the financial viability of the Tenderer

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(ix) Details of the Tenderer's Employee's Compensation Insurance Policy(ies)	Name of insurer(s), policy(ies) no. and expiry date(s)
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	_____
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	_____

## **Part 2: Particulars of the proposed Performance Guarantor**

In accordance with Paragraph 12 of the Terms of Tender, Tenderers are required to provide the following information regarding its proposed Performance Guarantor. There should be only one proposed Performance Guarantor in each Tender (in the case of Joint Tenderers, one for each Joint Tenderer).

- 1 (a) Name of Performance Guarantor \_\_\_\_\_ (in English)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(in Chinese)
- (b) Principal place of business and Registered Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (c) Nature of business of the Performance Guarantor: Incorporated (company/ statutory corporation / others)\*  
Unincorporated (sole proprietorship / partnership / joint venture / others)\*  
(\*Please delete whichever is not applicable.)
- (d) Place and date of incorporation / formation\*:  
\_\_\_\_\_  
  
(\*Please delete whichever is not applicable.)

(e) Length and details of relevant business experience of the Performance Guarantor:

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(f) If the Performance Guarantor is an Incorporated Business Organisation

Names of all shareholders/members of the Performance Guarantor and their respective shareholdings/interests in percentages:

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Names of the managing director and director(s) of the Performance Guarantor:

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(g) If the Performance Guarantor is an Unincorporated Business Organisation

Name(s) of all participants/proprietors/partners of the Performance Guarantor and their respective participation/interests in percentages. (Please state which participant/partner is leading the joint venture/partnership):

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(h) Names and the following, where appropriate:

(i) Name(s) of  
parent/holding  
company(ies) of  
Performance  
Guarantor

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(ii) Name(s),  
place(s) and  
date(s) of  
incorporation of  
the Performance  
Guarantor's  
immediate and  
ultimate holding  
company(ies) (if  
the Performance  
Guarantor is a  
subsidiary)

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(iii) Organisational  
Chart with  
parent/holding  
company (if  
applicable)

☐ Diagram showing the relationship between the  
Performance Guarantor and its parent/holding  
company(ies) (with its/their respective  
shareholdings/interests in percentages shown  
thereon)

(Please tick as appropriate)

(iv) Business profile  
information of  
the Performance  
Guarantor  
including the  
number and  
location of full  
time/contract  
employees, core  
business  
strategies and  
strength, and  
industry  
expertise

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- (v) Business Registration Document(s)
- ☐ copy of a valid business registration certificate issued under the Business Registration Ordinance (Cap. 310); or
- ☐ copy(ies) of documentary evidence showing that the Performance Guarantor is exempted from business registration under the Business Registration Ordinance (Cap. 310); or
- ☐ copy(ies) of the following equivalent document(s) issued by the authority(ies) from the Performance Guarantor's place of incorporation (**if the Performance Guarantor is incorporated or formed outside of Hong Kong**):
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

(Please tick as appropriate)

- (vi) Performance Guarantor's Corporate Document(s)
- ☐ a copy of the Memorandum (if any) and Articles of Association;
- ☐ a copy of Certificate of Incorporation;
- ☐ a copy Certificate of Change of Name (if any);
- ☐ a copy of the latest annual return filed with the Companies Registry and copies of the following documents filed with the Companies Registry (if any) since the latest annual return (**if the Tenderer is a Hong Kong incorporated company or is registered as a non-Hong Kong Company under**

**the Companies Ordinance (Cap. 622));**

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☐

copies of documents equivalent to the above and as listed below which is(are) issued by the authority(ies) from the Performance Guarantor's place of incorporation **(if the Performance Guarantor is incorporated or formed outside of Hong Kong):**

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(Please tick as appropriate)

(vii) Performance Guarantor's authorisation document(s) to execute the Performance Guarantee

☐

a certified extract(s) of the board resolution(s) or other documentary evidence(s) acceptable to the Government demonstrating the Performance Guarantor's authorisation and approval for (a) executing the Performance Guarantee in the form as set out in Appendix G of the Terms of Tender (subject to any amendments as may be required by the Government) in favour of the Government; and

(b) the Authorised Signatory(ies) (as defined in the Terms of Tender) to execute the Performance Guarantee and/or any other documents in relation thereto on the Performance Guarantor's behalf (**if the Performance Guarantor is an incorporated company**);

☐ certified documentary evidence(s) acceptable to the Government demonstrating the Performance Guarantor's authorisation and approval for (a) executing the Performance Guarantee in the form as set out in Appendix G of the Terms of Tender (subject to any amendments as may be required by the Government) in favour of the Government; and (b) the Authorised Signatory(ies) (as defined in the Terms of Tender) to execute the Performance Guarantee and/or any other documents in relation thereto on the Performance Guarantor's behalf (**if the Performance Guarantor is a partnership**); or

☐ (A) certified documentary evidence(s) from each member comprising the Performance Guarantor demonstrating each member comprising the Performance Guarantor's authorisation and approval for (a) executing the Performance Guarantee in the form as set out in Appendix G of the Terms of Tender (subject to any amendments as may be required by the Government) in favour of the Government; (b) the person(s) duly authorised by each member of the joint venture to execute the Performance Guarantee and or any other documents in relation thereto for and on its behalf; and (c) the Authorised Signatory(ies) (as defined in the Terms of Tender) to execute the Performance Guarantee and/or any other documents in relation thereto on behalf of each Performance Guarantor; and (B) certified copy of the joint venture agreement showing the requirements of executing documents by or on behalf of the joint venture (**if**

**the Performance Guarantor is a joint venture).**

For the avoidance of doubt, the name(s) of the Authorised Signatory(ies) shall be clearly stated in the aforesaid board resolution or documentary evidence (as the case may be) and shall be the same as shown in the Performance Guarantee and document(s) in relation thereto.

(Please tick as appropriate)

(viii)	Names and addresses of banks which are prepared to provide references or other relevant financial data which indicate the financial viability of the Performance Guarantor	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>														
(xi)	Details of the Performance Guarantor's Employee's Compensation Insurance Policy(ies)	<table><tr><td>Name of insurer(s), policy(ies) no. and expiry date(s)</td><td><hr/></td></tr><tr><td></td><td><hr/></td></tr><tr><td></td><td><hr/></td></tr><tr><td></td><td><hr/></td></tr><tr><td></td><td><hr/></td></tr><tr><td></td><td><hr/></td></tr><tr><td></td><td><hr/></td></tr></table>	Name of insurer(s), policy(ies) no. and expiry date(s)	<hr/>		<hr/>		<hr/>		<hr/>		<hr/>		<hr/>		<hr/>
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**Part 3: Information required under Paragraph 24 of the Terms of Tender**

☐ \* (a) I/We confirm that none of the events as mentioned in Paragraphs 24.1(a) to 24.1(k) of the Terms of Tender has ever occurred.

☐ \* (b) I/We confirm that the following event(s) as mentioned in Paragraphs 24.1(a) to 24.1(k) of the Terms of Tender has occurred:

Note: \* Please tick (✓) the appropriate box if the statement is confirmed to be correct.

Date	Details of the Event

\*\*\*

I/We acknowledge and confirm that the information provided above and the documents submitted in support thereof are true and accurate and in the event that I/we am/are awarded the Tenancy, the Government shall have the right, in its sole and absolute discretion, to incorporate all or any of the information provided me/us into the Agreement which shall be binding on me/us as the Tenant thereunder.

**Note:**

- (1) In the event that additional space is required for completing the information / particulars of the Tenderer and/or proposed Performance Guarantor above, the Tenderer shall submit additional sheet(s) with the additional information set out thereon and with the relevant part(s) to which such additional information relates to clearly marked.
- (2) 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):	
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Names(s)/Post(s)/Title(s) of Authorised Signatory(ies) (in Block Letters):	
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Date:	
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## **Appendix D**

### **Form of Tenderer's Experience in Operation and Management of Cruise Terminal Facility**

#### **To be assessed under Section 2.1 (Essential Requirement) of the Marking Scheme**

**Tenderers shall refer to Section 2.1 and Note 1 of the Marking Scheme when completing this Appendix.**

1. I/We hereby confirm that I/we have met the Essential Requirements as referred to in Section 2 of the Marking Scheme. To demonstrate I/we have met the Essential Requirements, I/we list in the table below one relevant continuous Cruise Terminal Facility operating and managing experience, **which include but not limited to berth assignment and scheduling, berthing of cruise vessels, management of passengers' embarkation and disembarkation, management of the Cruise Terminal Facility including housekeeping, traffic management, terminal security and ground security:-**

	Items		Particulars
(i)	Name and Address of the Cruise Terminal Facility		
(ii)	Name of the cruise terminal operator		
(iii)	Owner of the Cruise Terminal Facility		
(iv)	Periods during which the Cruise Terminal Facility set out at (i) is managed by me/us within a period of 10 years immediately preceding the original Tender Closing Date	From (d/m/y)	
		To (d/m/y)	
(v)	Cruise ship with gross tonnage of 160,000 tonnes or above that berth at the Cruise Terminal Facility at (i) during the period at (iv)	Name of cruise ship	
		Name of Cruise Line	
		Gross Tonnage of the Cruise Ship	
		Date of Berthing (d/m/y)	

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*Tender for a Tenancy for Kai Tak Cruise Terminal*

(vi)	In operating and managing the Cruise Terminal Facility set out at (i) during the period at (iv), I/we have experience in: <i>(Please put a “✓” as appropriate)</i>	
	Berth assignment and scheduling	<input type="checkbox"/>
	Berthing of cruise vessels	<input type="checkbox"/>
	Management of passengers’ embarkation and disembarkation	<input type="checkbox"/>
	Management of the Cruise Terminal Facility including housekeeping, traffic management, terminal security and ground security	<input type="checkbox"/>

2. I/ We herewith attach documentary evidence in compliance with the Notes below issued by or certified as true by the Port Authority (or equivalent body) of the Cruise Terminal Facility set out under paragraph 1(i) above to prove my/ our relevant experience in the operation and management of the Cruise Terminal Facility as specified in paragraph 1 above.

Notes:

- (1) If the Tenderer’s experience assessed under Essential Requirement is not obtained in its own name, the Tenderer shall –  
  
demonstrate and provide documentary evidence (e.g. diagram showing the relationship between the Tenderer and the cruise terminal operator under paragraph 1(ii) as stated above and its respective shareholding/interest in percentages) to prove compliance with Note 1(b) of the Marking Scheme.
- (2) The Tenderer shall have at least three (3) consecutive years of experience in operating and managing a Cruise Terminal Facility within a period of ten (10) years immediately preceding the original Tender Closing Date.
- (3) Tenderer shall provide all documentary proof, including but not limited to proof as regards berth assignment and scheduling, berthing of cruise vessels, management of passengers’ embarkation and disembarkation, management of the Cruise Terminal Facility including housekeeping, traffic management, terminal security and ground security, to substantiate its claim of experience as at the original Tender Closing Date.

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Additional information may be submitted on additional sheet(s) if necessary.

**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):	
--------------------------------------	--

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:	
-------	--

## Appendix E

### Form of Rent Proposal

**Tenderers shall refer to Section 4 of the Marking Scheme when completing this Appendix.**

The Rent Proposal shall comprise Monthly Fixed Rent and Annual Turnover Rent.

Item No.	Description	
1	Monthly Fixed Rent	HK \$_____ per calendar month
2	Annual Turnover Rent	_____ % of annual Gross Receipt

Notes:

- (1) “Monthly Fixed Rent” and “Annual Turnover Rent” shall have the meaning given in the Form of Agreement.
- (2) The Monthly Fixed Rent offered in a Tender must be an integer greater than zero (0). The Percentage for Annual Turnover Rent offered in a Tender must be greater than zero (0) and with not more than one decimal place. A Tender which does not comply with the aforesaid requirements may not be considered.
- (3) **Tenderer must strictly conform to the format and structure of Appendix E in submitting its Rent Proposal. A Tender will not be considered further if the Tenderer deviates from the format and structure, proposes an alternative rent proposal, or fails to submit either Item 1 (Monthly Fixed Rent) or Item 2 (Annual Turnover Rent).**
- (4) 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):	
--------------------------------------	--

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:	

## **Appendix F**

### **Form of Banker's Guarantee**

THIS GUARANTEE is made on the ..... day of..... 2026

BY ..... of ....., a bank within the meaning of the Banking Ordinance (Cap. 155) ("Guarantor").

In favour of

The Government of the Hong Kong Special Administrative Region of the People's Republic of China ("Government") of the other part.

### **WHEREAS**

- (A) By an agreement (hereinafter called the "Agreement") to be entered into between ..... of ..... (hereinafter called the "Tenant") of the one part and the Government of the other part, the Tenant shall take up a tenancy for the Premises (as defined in the Agreement) (including Kai Tak Cruise Terminal) upon the terms and conditions of the Agreement.
- (B) The Tenant has procured or will procure a performance guarantor ("Performance Guarantor") to provide a performance guarantee ("Performance Guarantee") in favour of the Government as security for the due and punctual performance of the Agreement.
- (C) In addition to the Performance Guarantee, it is a condition precedent to the Government agreeing to enter into the Agreement that the Guarantor executes this Guarantee in favour of the Government.

Now the Guarantor HEREBY AGREES with the Government as follows:-

- (1) Where applicable, words and expressions used in this Guarantee (including the recitals) shall have the meaning assigned to them in the Agreement.
- (2) In consideration of the Government's acceptance of the bank named herein as the Guarantor under this Guarantee and the Government agreeing to enter into the

*Tender Reference: TC 1/2025*

*Tender for a Tenancy for Kai Tak Cruise Terminal*

#### Agreement with the Tenant:-

- (a) The Guarantor hereby irrevocably and unconditionally guarantees, as a continuing obligation, the due and punctual performance, observance and discharge by the Tenant of all of its, his, her and their obligations and liabilities under the Agreement and the Guarantor shall pay to the Government on demand and without cavil or argument all monies and discharge all liabilities which are now or at any time hereafter shall become due or owing by the Tenant to or in favour of the Government under or in connection with the Agreement together with all costs, charges and expenses on a full indemnity basis which may be incurred by the Government by reason or in consequence of any default on the part of the Tenant in performing, observing or discharging any of the obligations, liabilities, terms, conditions stipulations or provisions of the Agreement notwithstanding any dispute between the Tenant and the Government or any other person.
- (b) The Guarantor, as a primary obligor and not merely as a surety and as a separate, continuing and independent obligation and liability from its obligation and liabilities under sub-clause(a) above, irrevocably and unconditionally agrees to indemnify and keep indemnified the Government against and shall pay to the Government on demand and without cavil or argument all losses, damages, costs, charges and expenses on a full indemnity basis suffered or incurred by the Government arising from or in connection with the failure of the Tenant to perform, observe and/or discharge fully and/or punctually any of its, his, her or their obligations, liabilities, terms, conditions stipulations or provisions of the Agreement.
- (c) The Guarantor acknowledges and agrees that the Government shall not be required to prove or to show grounds or reasons for its demand under sub-clause (a) or (b) above.
- (d) The Government shall have the right, but not obliged, to place and keep any monies received by virtue of this Guarantee (whether before or after the insolvency or liquidation of the Guarantor, the Tenant and/or the Performance Guarantor) to the credit of a suspense account for so long as the Government may think fit in order to preserve the rights of the Government to sue or prove for the whole amount of its claims against the Guarantor, the Tenant, the Performance Guarantor and/or any other person.

- (3) This Guarantee shall not be affected by any change of name or status of the company, firm or individual described as “the Tenant” and/or “the Performance Guarantor” or where the Tenant or the Performance Guarantor is a partnership, any change in the partners or in its constitution or where “the Tenant” or “the Performance Guarantor” is a company, any change of its members or shareholders or its officers or its constitution.
- (4) The Guarantor shall not be discharged or released from this Guarantee by any arrangement made between the Government and the Tenant and/or the Performance Guarantor or by any alteration in the obligations imposed upon the Tenant and/or the Performance Guarantor by the Agreement or by any waiver or forbearance granted by the Government to the Tenant and/or the Performance Guarantor as to payment, time, performance or otherwise whether or not such arrangement, alteration, waiver or forbearance may have been or is made or granted with or without knowledge or assent of the Guarantor.
- (5) Without prejudice to Clause (4) above, the obligations of the Guarantor under this Guarantee shall remain in full force and effect and shall not be amended or affected or discharged in any way by, and the Guarantor hereby waives notice of or assents to:-
- (a) any suspension, termination, cancellation, revocation, amendment, variation, novation or supplement of or to the Agreement or the Performance Guarantee from time to time (including without limitation extension of time for performance);
  - (b) any provision of the Agreement or the Performance Guarantee being or becoming illegal, invalid, void, voidable or unenforceable;
  - (c) the termination of the Agreement or the Performance Guarantee or of the engagement of the Tenant or the Performance Guarantor under the Agreement or the Performance Guarantee for any reason;
  - (d) any forbearance, variation, extension, discharge, compromise, dealing with, exchange, waiver or renewal in respect of any right of action or remedy, that the Government may have, now or after the date of this Guarantee, against the Tenant or the Performance Guarantor and/or the negligence, failure, omission, indulgence or delay by the Government in enforcing any right, power, privilege or remedy available to the Government in relation to the obligations of the Tenant set out in the Agreement or those of the Performance Guarantor under the Performance Guarantee;
  - (e) the voluntary or involuntary liquidation, bankruptcy, dissolution, sale of assets,

receivership, general assignment for benefit of creditors, insolvency, reorganisation, arrangement, composition, or other proceedings of or affecting the Tenant or the Performance Guarantor or the assets of the Tenant or the Performance Guarantor, or any change in the constitution of the Tenant or the Performance Guarantor;

- (f) any assignment, novation or sub-contracting by the Tenant of any or all of its obligations set out in the Agreement;
- (g) without prejudice to the generality of the foregoing, any fact or event (whether similar to any of the foregoing or not) which in the absence of this provision would or might constitute or afford a legal or equitable discharge or release of or defence to the Guarantor, other than the express release of the Guarantor's obligations by the Government; and
- (h) any form of release or waiver or variation of bond, security or guarantee of any kind held or obtained by the Government for any obligation of the Tenant under the Agreement.

- (6) This Guarantee shall extend to all obligations of the Tenant under the Agreement (as the same may from time to time be amended, varied, novated and/or supplemented by any agreements supplemental thereto). To the extent the Guarantor's consent and/or agreement is required for such amendment, variation, novation and/or supplement, the Guarantor hereby consents, agrees and authorises the Government and the Tenant to make any such amendment, variation, novation and/or supplement which may be made to the Agreement without the need to give notice to or obtain the assent of the Guarantor.
- (7) This Guarantee shall have immediate effect upon execution and is a continuing security. This Guarantee shall cover all of the obligations and liabilities of the Tenant under the Agreement and shall remain in full force and effect and irrevocable until the later date of either (a) the date falling seven (7) months after the expiry or sooner termination of the Agreement, or (b) the date on which all the obligations and liabilities of the Tenant under the Agreement have been duly and fully carried out, completed and discharged in accordance with the terms of the Agreement. For the avoidance of doubt, reference to the Agreement shall mean the Agreement as extended and/or amended (where applicable).
- (8) This Guarantee is in addition to and shall not merge with or otherwise prejudice or affect any contractual or other right or remedy or any guarantee, indemnity, lien, pledge, bill, note, charge or any other security which the Government may at any time

hold including the Performance Guarantee (collectively “Other Security”) and this Guarantee may be enforced by the Government without first having recourse to any of the Other Security or taking any steps or proceedings against the Tenant or the Performance Guarantor, and notwithstanding any release, waiver or invalidity of the Other Security.

- (9) Any demand, notification or certificate given by the Government specifying amounts due and payable under or in connection with any of the provisions of this Guarantee shall be conclusive and binding on the Guarantor.
- (10) The obligations expressed to be undertaken by the Guarantor under this Guarantee are those of primary obligor and not merely as a surety.
- (11) If at any time any provision of this Guarantee is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the laws of any other jurisdiction shall in any way be affected or impaired.
- (12) This Guarantee shall be governed by and construed according to the laws for the time being in force in the Hong Kong Special Administrative Region of the People’s Republic of China (“Hong Kong”) and the Guarantor agrees to submit to the exclusive jurisdiction of the courts of Hong Kong.
- (13) All documents arising out of or in connection with this Guarantee shall be served:-
  - (a) upon the Government, at Tourism Commission of 11/F, Hong Kong Li-Ning Building, 218 Electric Road, Fortress Hill, Hong Kong marked for the attention of ....., facsimile number at .....
  - (b) upon the Guarantor, at ....., Hong Kong, marked for the attention of ....., facsimile number .....
- (14) Documents to be served under this Guarantee shall be deemed to have been duly served by one party if sent by letter or fax addressed to the other party at the address stated above or to the facsimile number set out above. The documents so served shall be effective (a) on the date of delivery if hand-delivered; (b) on the date of transmission if sent by facsimile (as evidenced by confirmed transmission report); and (c) if despatched by mail (whether registered or not), on the day on which they are tendered for delivery by the postal authority in Hong Kong.

- (15) Notwithstanding anything herein to the contrary, the aggregate amount of the Guarantor's liability under this Guarantee shall not exceed HK\$[ ] (Hong Kong Dollars [ ]).
- (16) This Guarantee may only be amended by an instrument in writing signed by the Guarantor and the Government as represented by the Government Representative.

IN WITNESS whereof the said Guarantor ..... has caused <its  
Common Seal/Seal to be hereunto affixed>\* <its lawful attorney to execute this Guarantee as  
a deed>\* the day and year first above written.

\* The [Common Seal/Seal\*] of the said )  
 Guarantor was hereunto affixed and )  
 signed by ..... )  
 ..... )  
 [Name & Title] )  
 duly authorised by its board of )  
 directors in the presence of )

Name of witness:

Title of witness:

Signature of witness:

@ Signed Sealed and Delivered )  
 for and on behalf of and as )  
 lawful attorney of the Guarantor )  
 under power of attorney dated )  
 ..... and deed of delegation )  
 dated ..... )  
 by ..... )  
 [Name & Title] )  
 and in the presence of )

Name of witness:

Title of witness:

Signature of witness:

\* Please delete as appropriate

(@) See Powers of Attorney Ordinance (Cap. 31)

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*Tender for a Tenancy for Kai Tak Cruise Terminal*

**Note:**

When a banker's guarantee is executed under power of attorney, a photocopy of the power of attorney, certified on each page by a Hong Kong solicitor that it is a true and complete copy of the original must be submitted.

## **Appendix G**

### **Form of Performance Guarantee**

**Note: The Government reserves the right to make further modification when relevant information about the proposed Performance Guarantor(s) is available.**

This Performance Guarantee is dated                      day of                      2026 and is made BETWEEN:-

- (1) [insert name(s) of the guarantor(s)] whose registered office is at .....  
(hereinafter (collectively) referred to as “the Guarantor”); and
- (2) THE GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION (hereinafter referred to as “the Government”).

#### **WHEREAS:-**

- (A) By an invitation to tender issued by the Government (Tender Ref: TC 1/2025), the Government has invited tenders for a tenancy for the Premises (as defined in the Tender Documents issued in connection with the invitation to tender) (including the Kai Tak Cruise Terminal) in accordance with the terms and conditions set out in the form of Tenancy Agreement annexed to the Tender Documents, which [each of] the Guarantor(s) has read and understood.
- (B) [insert name of the Successful Tenderer] (hereinafter referred to as “the Tenant”) has submitted a tender in response to the above-mentioned invitation; and the Government is willing to accept the said tender and is agreeable to enter into the Agreement (as defined below) with the Tenant on the condition that the Guarantor(s) shall enter into this Performance Guarantee with the Government on the terms as hereinafter appearing.

**NOW in consideration of the premises, IT IS HEREBY AGREED AS FOLLOWS:-**

1. (a) All words and expressions defined or used in the tenancy agreement to be entered into between the Government and the Tenant (hereinafter referred to as “the Agreement”) shall, unless specifically defined or redefined herein or the context otherwise requires, have the same meaning when used in this Performance Guarantee. The bank guarantor to the Bank Guarantee (as defined in the Agreement) shall be referred to herein as “Bank Guarantor”.

- (b) Reference in this Performance Guarantee to any Ordinance and regulation shall (except where the context otherwise requires) be deemed to include any statutory re-enactment thereof or any statutory modification thereof having substantially the same legal effect.
- (c) Words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders and vice versa and words importing persons shall include firms and corporations and vice versa.
- (d) Unless otherwise stated, references to Clauses are to Clauses of this Performance Guarantee.
- [(e) For the purpose of this Performance Guarantee, each representation, warranty, declaration, agreement, undertaking and covenant by and the obligation of the Guarantor(s) shall be joint and several, or is deemed to have been given by them jointly and severally and shall be binding on the Guarantor(s) jointly and severally.]

2. In consideration of the Government entering into the Agreement with the Tenant:

- (a) [Each of] the Guarantor(s) hereby [jointly and severally] irrevocably and unconditionally guarantees to the Government, as a primary obligor and not merely as a surety and as a continuing security, the due and punctual performance, observance and discharge by the Tenant of all of its obligations and liabilities set out in the Agreement and [each of] the Guarantor(s) shall [jointly and severally] pay to the Government on demand and without cavil or argument all monies and discharge all liabilities which are now or at any time hereafter shall become due or owing by the Tenant to or in favour of the Government under or in connection with the Agreement together with all costs, charges and expenses on a full indemnity basis which may be incurred by the Government by reason or in consequence of any default on the part of the Tenant in performing or observing any of the obligations terms conditions stipulations or provisions of the Agreement.
- (b) [Each of the/The] Guarantor(s) hereby [jointly and severally] irrevocably and unconditionally covenants and undertakes that:-
  - (i) [each of] the Guarantor(s) will ensure and procure that the Tenant will at all times duly and punctually perform its obligations under the Agreement;

and

(ii) in the event of any failure by the Tenant to perform its obligations set out in the Agreement after being called upon by the Government or its duly authorised representative to do so, or in the event of any breach by the Tenant of any of the terms and conditions contained in the Agreement, or if the Government is reasonably of the opinion that the Tenant is unlikely to be able to fulfill its obligations and covenants thereunder, the Government may give written notice of the same to [any of] the Guarantor(s) and [each of] the Guarantor(s) shall be deemed, upon the Government giving written notice of such effect to [any of] the Guarantor(s), to have assumed all the obligations of the Tenant under and in respect of the Agreement as if the terms, conditions and covenants therein contained were given by [each of] the Guarantor(s) itself. The Government's notification as aforesaid shall be conclusive and binding on [each of] the Guarantor(s).

(c) [Each of the/The] Guarantor(s) agrees and acknowledges that if it fails, neglects or refuses to perform its obligations under Clause 2(a) and/or (b) above, or if at any time [any of] the Guarantor(s) is deemed (by reason of the foregoing provisions) to have assumed the Tenant's obligations under the Agreement and it fails, neglects or refuses to perform such obligations, the Government shall be at liberty to apply to the court of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong") for a mandatory order declaring [each of] the Guarantor(s) to be liable as aforesaid and ordering [any of] the Guarantor(s) to specifically perform its contractual obligations hereunder.

3. (a) [Each of the/The] Guarantor(s) agrees and acknowledges that all losses, costs, charges and expenses incurred or suffered by the Government by reason of, arising from or otherwise in connection with [any of] the Guarantor's failing, neglecting or refusing to perform its obligations under Clause 2 above may, without limiting the right of the Government to apply by way of primary remedy for a mandatory order as mentioned in Clause 2(c), be recoverable as damages from [each of] the Guarantor(s) on a full indemnity basis. Without limiting the foregoing, if by reason of the failure, neglect or refusal to perform its obligations by [any of] the Guarantor(s) under Clause 2 above, the Government elects to incur costs, expenses, charges or liabilities whether by making payment to any other third parties to ensure performance of the obligations contained in the Agreement following a breach by [any of] the Guarantor(s) of its obligations or

by the Tenant, such costs, expenses charges or liabilities shall forthwith be recoverable from [each of] the Guarantor(s) as damages.

(b) The Government shall be at liberty to claim damages from the Guarantor(s) either by way of primary remedy (without seeking a mandatory order as aforesaid) or (in case the Government does seek a mandatory order as aforesaid but the Courts shall decline to make such order) as an alternative to a mandatory order.

4. [Each of the/The] Guarantor, as a primary obligor and not merely as surety and as a separate and independent obligation and liability from its obligations and liabilities under Clauses 2 and 3 above, irrevocably and unconditionally agrees to indemnify and keep indemnified the Government against and shall pay to the Government on demand and without cavil or argument all losses, damages, costs, charges and expenses on a full indemnity basis suffered or incurred by the Government arising from or in connection with the failure of the Tenant to fully and punctually perform any of its obligations under the Agreement.
5. The Government may place and keep any monies received by virtue of this Guarantee to the credit of a suspense account for so long as the Government may think fit in order to preserve the rights of the Government to sue or prove for the whole amount of its claims against [each of the/the] Guarantor, the Tenant, the Bank Guarantor or any other person.
6. Time is of the essence of the Guarantor(s)'s obligations under this Performance Guarantee.
7. [Each of the/The] Guarantor(s) agrees that the Government may from time to time without discharging or in any way affecting the liability of [any of] the Guarantor(s) hereunder and without the assent or knowledge of [any of] the Guarantor(s) grant to the Tenant or [any of] the Guarantor(s) or the Bank Guarantor any time or indulgence, waiver, forbearance or give up, deal with, exchange, vary, realise, release or abstain from perfecting or enforcing any guarantees, liens, securities or other rights which the Government may now or hereafter have from or against the Tenant or [any of] the Guarantor(s) or the Bank Guarantor whether hereunder or otherwise may renew, determine or vary the terms or conditions in respect of any transaction with the Tenant or [any of] the Guarantor(s) of the Bank Guarantor or compound with, discharge, release or vary the liability of the Tenant or [any of] the Guarantor(s) or the Bank Guarantor or concur in accepting or varying any compromise, arrangement or

settlement or omit to claim or enforce any payment or any composition or to agree to any supplement to the Agreement when and in such manner as the Government may think expedient and no such act or omission on the part of the Government shall in any way discharge or diminish the validity of this Performance Guarantee or affect the liability of [any of] the Guarantor(s) hereunder. The Government may enforce this Performance Guarantee notwithstanding that the Government may hold any other guarantee, lien or security or have any outstanding remedy against the Tenant, the Bank Guarantor or any other person. For the avoidance of doubt:-

- (a) [each of] the Guarantor(s) hereby warrants and undertakes that its obligations, duties and undertakings under this Performance Guarantee shall not in any way be adversely affected or impaired by reason of the happening, from time to time, of any of the following, whether with or without notice to or further consent of [any of] the Guarantor(s):
  - (i) any waiver, forbearance or release in whole or in part by the Government of the observance or performance of any of the obligations of the Tenant set out in the Agreement or those of the Bank Guarantor under the Bank Guarantee including the change of Bank Guarantor;
  - (ii) any extension of time for completion of the Agreement or any other variation, modification or discharge of any of the obligations of the Tenant set out in the Agreement or those of the Bank Guarantor under the Bank Guarantee;
  - (iii) any failure, omission, indulgence or delay on the part of the Government with respect to enforcing, asserting or exercising any right, power, privilege or remedy available to it in relation to the obligations of Tenant set out in the Agreement or those of the Bank Guarantor under the Bank Guarantee;
  - (iv) the voluntary or involuntary liquidation, bankruptcy, dissolution, sale of assets, receivership, general assignment for benefit of creditors, insolvency, reorganisation arrangement, composition, or other proceedings of or affecting the Tenant or the Bank Guarantor or their respective assets, or any change in the constitution of the Tenant or the Bank Guarantor;
  - (v) any assignment, novation or sub-contracting by the Tenant of any or all

of its obligations set out in the Agreement, whether or not any such assignment, novation or sub-contracting has been consented to; and

- (vi) any release or waiver or variation of any kind of any bond, security or guarantee of any kind held or obtained by the Government as security for any obligation of the Tenant under the Agreement; and
  - (vii) any suspension, termination, cancellation, revocation, amendment, variation, novation or supplement of or to the Agreement or the Bank Guarantee from time to time;
  - (viii) any provision of the Agreement being or becoming illegal, invalid, void, voidable or unenforceable; and/or
  - (ix) without prejudice to the generality of foregoing any fact or event (whether similar to any of the foregoing or not) which in the absence of this provision would or might constitute or afford a legal or equitable discharge or release of or defence to [any of] the Guarantor(s), other than the express release of [its/their] obligations.
- (b) [Each of the/The] Guarantor(s) further agrees and undertakes that its obligations, duties and undertakings under this Performance Guarantee shall remain binding on [each of] the Guarantor(s) notwithstanding that all or any of the obligations of the Tenant set out in the Agreement may not be valid or binding on the Tenant by virtue of their being incapable of enforcement or not within the corporate powers of the Tenant or due to any other reason whatsoever whether related to the foregoing or not.
- (c) This Performance Guarantee may be enforced without the Government first having recourse to the Bank Guarantee or any other security or rights or taking any other steps or proceeding against the Tenant, the Bank Guarantor or any other person and, where applicable, may be enforced for any balance due after resorting to any one or more other means of obtaining payment or discharge of the monies, obligations and liabilities thereby secured.

8. This Performance Guarantee shall have immediate effect upon execution and is a continuing security. This Performance Guarantee shall cover all of the obligations and liabilities of the Tenant under the Agreement and shall remain in full force and effect and irrevocable until the later date of either (a) the date falling seven (7) months

after the expiry or sooner termination of the Agreement, or (b) the date on which all the obligations and liabilities of the Tenant under the Agreement have been duly and fully carried out, completed and discharged in accordance with the terms of the Agreement. For the avoidance of doubt, reference to the Agreement shall mean the Agreement as extended and/or amended (where applicable).

9. Any demand, notification or certificate given by the Government specifying amounts due and payable under or in connection with any of the provisions of this Performance Guarantee shall be conclusive and binding on the Guarantor.

10. (a) [Each of the/The] Guarantor(s) hereby represents and warrants to the Government that:-

[(i) it is a company duly incorporated with limited liability and validly existing under the laws of Hong Kong;

AND/OR

it is a company duly incorporated with limited liability and validly existing under the laws of Hong Kong and whose ordinary shares are primarily listed on the Stock Exchange of Hong Kong;

AND/OR

..... is a company duly incorporated with limited liability and in good standing under the laws of and has been duly registered as a non-Hong Kong company, under Part 16 of the Companies Ordinance (Cap. 622) and such registration remains in full force and effect [and whose ordinary shares are primarily listed on .....];

(ii) [each of] the Guarantor(s) has the necessary capacity to enter into and execute this Performance Guarantee and to perform and observe [its/their] obligations hereunder;

(iii) the execution, delivery and performance of this Performance Guarantee by [each of] the Guarantor(s) has been duly authorised by all necessary corporate/contractual action of [each of] the Guarantor(s) under all applicable laws and regulations of Hong Kong

[and ] and this Performance Guarantee as executed and delivered, constitutes the valid and legally binding obligation of [each of] the Guarantor(s) enforceable in accordance with its terms;

- (iv) neither the execution and delivery of this Performance Guarantee nor the performance or observance by [any of] the Guarantor(s) of any of its obligations hereunder will or would:-
  - (a) conflict with, or result in any breach of or default under, any provision of any law, order, agreement, instrument, franchise, concession, license, permit, liability, obligation or duty applicable to [each of] the Guarantor(s) or any of its assets or by which it is bound; or
  - (b) contravene any contractual restriction binding on [any of] the Guarantor(s) or any of its assets; or
  - (c) cause any limit on any of the guaranteeing, charging or other powers of [any of] the Guarantor(s) (whether imposed by Memorandum and/or Articles of Association of [any of] the Guarantor(s), or by agreement, instrument or otherwise), or upon any of the power of the Board of Directors / shareholder(s) / participant(s) / partner(s) / member(s) of [any of] the Guarantor(s) to exercise any of such powers, or any other limit affecting [any of] the Guarantor(s), to be exceeded; or
  - (d) create or result in or (except as may be provided herein) oblige [any of] the Guarantor(s) to create, any lien, charge, security interest or other encumbrance on the whole or any part of the property, assets or revenues, present or future of [any of] the Guarantor(s).
- (v) all necessary consents, authorities and approvals (if any) from any governmental authorities or agencies or other official bodies for [each of] the Guarantor(s) to execute this Performance Guarantee have been obtained and are in full force, validity and effect, and, as of the date of this Performance Guarantee, no further consents, authorities or approvals from any governmental authorities or agencies or other official bodies are necessary for the performance by [any of] the

Guarantor(s) of its obligations hereunder;

- (vi) there are no proceedings pending before any court, tribunal, arbitrator, government agency or administrative body whether in Hong Kong or elsewhere against or, to [each of] the Guarantor(s) knowledge, threatened against [any of] the Guarantor(s) which if adversely determined would result in a material adverse change in the business or financial condition of [any of] the Guarantor(s) or the ability of [any of] the Guarantor(s) to pay, if due, any sums and/or to perform any obligations required by the terms and conditions of this Performance Guarantee;
- (vii) the obligation of [each of] the Guarantor(s) under this Performance Guarantee are direct, general and unconditional obligations of [each of] the Guarantor(s) and rank at least *pari passu* with all the Guarantor(s)' other present and future unsecured and unsubordinated indebtedness and other obligations (including contingent obligations) with exception of indebtedness and other such obligations mandatorily preferred by law and not by contract;
- (viii) [each of] the Guarantor(s) is not in material default under any statutory or other requirements applicable to [each of] the Guarantor(s) or in breach of or in default under any other provision of any indenture, deed of trust, agreement or other instrument to which it is a party and (to the best of the knowledge and belief of [each of] the Guarantor(s) no event, condition or act which with the giving of notice or lapse of time, both, would constitute an event of default under any such indenture, deed of trust, agreement or other instrument has occurred or is continuing which has not properly waived or remedied thereunder; and
- (ix) the information contained in all documents supplied to the Government relating to the Guarantor(s) is true and accurate in all material respects, and the opinions and forecast expressed therein (if any) are honestly held and have been made on a reasonable basis, and there are no material facts relating to the Guarantor(s), which would affect the willingness of a reasonable party to rely on a performance guarantee from the Guarantor(s) in terms similar to the terms of this Performance Guarantee, which have not been disclosed to the Government.

(b) [Each of the/The] Guarantor(s) further undertakes with the Government:-

- (i) that [each of] the Guarantor(s) will promptly inform the Government of the occurrence of any event of which [any of] the Guarantor(s) becomes aware which, in its reasonable opinion, would materially and adversely affect the ability of the Tenant or [any of] the Guarantor(s) to fully perform their respective obligations under the Agreement and this Performance Guarantee; and
- (ii) that [each of] the Guarantor(s) will endeavour to obtain or cause to be obtained every consent and approval and do, or cause to be done, all other acts and things which may from time to time be necessary or desirable for the continued due performance of all the Guarantor(s)' obligations hereunder.

11. (a) Every notice, request, demand, direction or other communication under this Performance Guarantee shall be in writing, but may be given or made by letter or fax.

(b) Every notice, request, demand, direction or other communication shall be sent, in the case of a letter, to the other party at its address given below or such other address of the other party which the other party may have previously given notice, and in the case of a fax message, to the fax number set out below:

(i) The Government as represented by Tourism Commission  
Address: 11/F, Hong Kong Li-Ning Building, 218 Electric Road,  
Fortress Hill, Hong Kong.  
Attention: Commissioner for Tourism  
Fax Number: 3848 4126

(ii) The Guarantor(s):  
Address:  
Attention:  
Fax Number:

(c) Every notice, request, demand, direction or other communication shall, except insofar as otherwise expressly provided by this Performance Guarantee, be deemed to have been received, if delivered by fax, at the time of dispatch thereof (evidenced by confirmed transaction report) (and on the next working

date if the date of dispatch is a Saturday, Sunday or public holiday in Hong Kong), if delivered by post, on the expiry of seventy-two (72) hours after the same is being put into the post in Hong Kong and if delivered by hand, at the time of actual delivery.

12. No provision hereof may be amended, waived, discharged or terminated orally, but only by an instrument in writing signed by the Government.
13. No failure or delay by the Government in exercising, or enforcing any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any power or right preclude any further exercise or enforcement thereof or the exercise or enforcement of any other power or right. The right and remedies of the Government herein provided are cumulative and not exclusive of any rights and remedies provided by law.
14. Any provision of this Performance Guarantee prohibited by or rendered unlawful or unenforceable under any applicable law actually applied by any court of competent jurisdiction shall, to the extent required by such law, be severed from this Performance Guarantee and rendered ineffective so far as is possible without modifying the remaining provisions of this Performance Guarantee. Where however the provisions of any such applicable law may be waived, they are hereby waived by the parties hereto to the full extent permitted by such law to the end that this Performance Guarantee shall be a valid and binding agreement enforceable in accordance with its terms.
15. (a) This Performance Guarantee and the rights and obligations of the parties hereto shall be governed by and construed in all respect in accordance with the laws of Hong Kong, and the parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts.  
  
(b) The submission of the Guarantor(s) to the jurisdiction of the Hong Kong courts shall not restrict the right of the Government to take proceedings against [any of] the Guarantor(s) in any other courts having, claiming or accepting, jurisdiction over [any of] the Guarantor(s) or any of its assets, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction whether concurrently or not.  
  
[(c)] .....hereby appoints..... of ..... Hong Kong to be its agent for the purpose of accepting service of any proceedings in Hong

Kong courts in connection with this Performance Guarantee and the Government reserves the right to serve process on the Guarantor(s) or any of them in any other manner permitted by law.]

16. The Guarantor(s) shall [jointly and severally] fully and effectually indemnify and hold harmless the Government from and against any and all reasonable losses, costs, charges or expenses (including legal expenses) which the Government may sustain or incur as a consequence of any action taken by the Government under or in connection with this Performance Guarantee.

IN WITNESS whereof this Performance Guarantee has been duly executed on the date first above written

The [Common Seal/Seal\*] of the said )  
Guarantor was hereunto affixed )  
and signed by ..... )  
..... )  
[Name and Title] )  
..... )  
duly authorised by its board of directors: )  
..... )  
..... )

@ Signed Sealed and Delivered )  
for and on behalf of and as )  
lawful attorney of the Guarantor )  
under power of attorney dated )  
..... and deed of delegation )  
dated ..... )  
by ..... )  
[Name and Title] )  
and in the presence of..... )  
..... )  
..... )  
[Name and Title] )

\* Please delete as appropriate.  
@ See Powers of Attorney Ordinance (Cap. 31)

Note: When guarantees are executed under power of attorney, a photocopy of the power of attorney, certified on each page by a Hong Kong solicitor that it is a true and complete copy of the original must be submitted.

Please adopt and modify the execution clause in accordance with the execution requirements of the applicable laws of the place of incorporation of the Guarantor. For example, if the Guarantor does not and is not required to keep a common seal or seal, it is not required that the Guarantor affixes a common seal or seal in the execution of this document but the execution of this document as a deed must be in accordance with the laws of the place of its incorporation.

## **Appendix H**

### **Legal Opinion Required for the Successful Tenderer/Performance Guarantor Incorporated Outside the Hong Kong Special Administrative Region**

In the event the Successful Tenderer/Performance Guarantor is a company incorporated/ entity formed outside Hong Kong, it shall obtain and submit, at its own cost and within thirty (30) days from the date of notification of award, a legal opinion issued by a lawyer or a firm of lawyers duly qualified to practice the laws of the place where the Successful Tenderer/Performance Guarantor is incorporated on matters set out below in respect of Successful Tenderer/Performance Guarantor and the Contract/Performance Guarantee. The legal opinions shall be made in English. In the event that it is impossible for the legal opinion to be made in English, the Successful Tenderer/Performance Guarantor shall provide an English translation of its respective legal opinion. Irrespective of the language used, the legal opinion should contain all matters set out below. The legal opinion shall be issued for the benefit of, and addressed to, “The Government of the Hong Kong Special Administrative Region” and shall contain legal advice on whether or not:-

- (a) the Successful Tenderer/Performance Guarantor is duly incorporated, validly existing and in good standing under the laws of the place where it is incorporated (“place of incorporation”);
- (b) the Successful Tenderer/Performance Guarantor has the full power, authority and legal capacity to execute the Contract/Performance Guarantee and to incur the liabilities and to perform the obligations therein;
- (c) the execution, delivery of the Contract/Performance Guarantee and performance of all obligations and discharge of all liabilities under the Contract/Performance Guarantee have been duly authorised by all necessary corporate action, and whether the aforesaid violates any provision of any applicable law, regulation or decree of the place of incorporation or the constitutional documents of the Successful Tenderer/Performance Guarantor;
- (d) any authorisations, consents and/or approvals are required from any governmental authorities or agencies or other official bodies in the place of incorporation in connection with the execution of and delivery of the Contract/Performance Guarantee or the performance of the obligations and discharge of the liabilities of the Successful Tenderer/Performance Guarantor under the Contract/Performance

Guarantee, and if so, whether or not they have been fully obtained;

- (e) the Contract/Performance Guarantee so executed by the Successful Tenderer/Performance Guarantor constitutes valid and legally binding obligations of the Successful Tenderer/Performance Guarantor and are enforceable against the Successful Tenderer/Performance Guarantor in accordance with its terms;
- (f) the Contract/Performance Guarantee needs to be registered or filed in the place of incorporation or the relevant territory in order to secure its validity and/or priority and if so, whether such registration or filing has been completed;
- (g) there is any restriction under the laws of the place of incorporation on the assumption and performance of the Successful Tenderer's/Performance Guarantor's obligations under the Contract/Performance Guarantee;
- (h) the choice of the laws of Hong Kong to govern the Contract/Performance Guarantee is a valid choice of law and would be recognised and given effect to by the courts of the place of incorporation;
- (i) it is necessary under the laws of the place of incorporation that the Government be licensed, qualified or otherwise registered in the place of incorporation in order to enable it to enforce its right under the Contract/Performance Guarantee;
- (j) any taxes, duties or levies in the place of incorporation are imposed by withholding or otherwise on any payment to be made by the Successful Tenderer/Performance Guarantor under the Agreement/Performance Guarantee or are imposed on, or by virtue of, the execution or delivery of the Contract/ Performance Guarantee or any document or instrument to be executed or delivered thereunder;
- (k) the execution and delivery of the Contract/Performance Guarantee will, of itself, be subject to any tax, duty, levy or fee, including limitation any stamp duty or similar levy, imposed by or within the place of incorporation, or any political subdivision or taxing authority thereof or therein; and
- (l) the Government is or will be deemed to be resident, domiciled, carrying on a business or be subject to taxation in the place of incorporation by reason only of negotiation, preparation, execution, performance, enforcement of and/or receipt of payment due from the Successful Tenderer/Performance Guarantor under the

Contract/Performance Guarantee.

## Appendix I

### Projected Statement of Profit or Loss and Other Comprehensive Income for Operation of the Cruise Terminal

		All figures in HK\$'000										
		Gearing up period  (See Note 1)	Term of tenancy  (By Year)									
			1	2	3	4	5	6	7	8	9	10
Revenue												
(a)	Dockage fee											
(b)	Passenger fee											
(c)	Rents received from sub-tenants											
(d)	Car park income											
(e)	Others (please specify)											
Total revenue												
Operating cost												
(a)	Staff costs											
(b)	Insurance											
(c)	Repair and maintenance											
(d)	Rent payable to the Government											
(e)	Rates											
(f)	Utilities											
(g)	Air conditioning charges											
(h)	Sewage charges for on-shore sewage collection system											
(i)	Other running costs (please specify)											
Total operating cost												
Profit/ (loss) before tax												
Income tax expense												
Profit/ (loss) after tax												

*Tender Reference: TC 1/2025  
Tender for a Tenancy for Kai Tak Cruise Terminal*

	All figures in HK\$'000										
	Gearing up period (See Note 1)	Term of tenancy (By Year)									
		1	2	3	4	5	6	7	8	9	10
Other comprehensive income/ (loss)											
<b>Total comprehensive income/ (loss)</b>											

Assumptions (See Note 2):	
(i)	
(ii)	
(iii)	
(iv)	

Notes:

- (1) For the purpose of providing information for financial vetting, the Tenderer shall assume that the gearing up period starts from 1 December 2026 to the date immediately preceding the commencement date of the tenancy (assuming to be 31 May 2028).
- (2) The assumptions used in deriving the projected statement of profit or loss and other comprehensive income shall be reasonable and shall be clearly stated. All the supporting schedules and detailed calculations shall also be provided.

\*\*\*

**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):	
--------------------------------------	--

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:	
-------	--

## Appendix J

### Projected Statement of Cash Flows

		All figures in HK\$'000										
		Gearing up period (See Note 1)	Term of tenancy (By Year)									
			1	2	3	4	5	6	7	8	9	10
Cash flows from operating activities												
(i)	Cash generated from operations											
(ii)	Cash used in operations											
Net cash from / (used in) operating activities												
Cash flows from investing activities												
(i)	Interest received											
(ii)	Receipt from investment											
(iii)	Payment for investment activities											
Net cash from / (used in) investing activities												
Cash flows from financing activities												
(i)	Proceeds from loans and borrowings											
(ii)	Repayment of loans and borrowings											
Net cash from / (used in) financing activities												

*Tender Reference: TC 1/2025*

*Tender for a Tenancy for Kai Tak Cruise Terminal*

<b>Net increase / (decrease) in cash and cash equivalents</b>											
Cash and cash equivalent at beginning of the period											
<b>Cash and cash equivalent at the end of the period</b>											

Assumptions (See Note 2):											
(i)											
(ii)											
(iii)											
(iv)											

Notes:

- (1) For the purpose of providing information for financial vetting, the Tenderer shall assume that the gearing up period starts from 1 December 2026 to the date immediately preceding the commencement date of the tenancy (assuming to be 31 May 2028).
- (2) The assumptions used in deriving the projected statement of cash flows shall be reasonable and shall be clearly stated. All the supporting schedules and detailed calculations shall also be provided.

\*\*\*

**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):	
--------------------------------------	--

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:	
-------	--

**Appendix K (I)**  
**Part A - Execution Plans**

I/We confirm that my/our Execution Plans are attached to this Appendix in accordance with the format and requirements specified in the Terms of Tender (including, without limitation, Paragraph 4.14 and Appendix A of the Terms of Tender and Section 3.4 of the Marking Scheme).

I/We further confirm that the elements of Assessment Criteria 1 to 5 as set out in the Marking Scheme and as marked by a “✓” below have been covered and considered in my/our Execution Plans attached to this Appendix.

I/We further confirm and acknowledge that in the event that I/we am/are awarded the Tenancy and in the event that the Government exercises its right pursuant to Paragraph 17.3 of the Terms of Tender, all or any of my/our submitted Execution Plans will form part of the Binding Proposals (as defined in the Terms of Tender) and shall form part of the Agreement. I/We further confirm and acknowledge that any failure to perform my/our Execution Plans forming part of the Binding Proposals shall constitute a breach of the Agreement, and the Government shall be entitled to take actions against me/us in accordance with the provisions of the Agreement.

**Assessment Criterion 1 – Operation and Contingency Plan:**

(Tenderers shall refer to Notes 2 and 3 of the Marking Scheme when completing this part.)

**(Please put a “✓” in the appropriate boxes to indicate the submission has included the relevant elements/aspects.)**

- (a) The aim of the Operation and Contingency Plan is to provide a detailed and practicable proposal on the operation and management arrangement that could deliver quality services in an efficient and effective manner to ensure that the operation of the Cruise Terminal could be at the utmost efficiency.
- (b) The Operation and Contingency Plan shall meet the aim at (a) above and cover the following items (i) to (xi) –

**Cruise Operation**

☐

- (i) Liaison with cruise lines on areas e.g. solicitation, acceptance and management of bookings, and assignment of berths;

- ☐ (ii) Baggage operation for turn calls;
- ☐ (iii) Arrangement during berthing of multiple vessels;
- ☐ (iv) Provisioning of supplies and sewage and waste disposal for ships;

#### Passenger Flow and Traffic Management

- ☐ (v) Passenger and vehicular flow in the terminal for various scenarios e.g. embarkation and debarkation during turn and transit calls for small, medium and mega cruises and for single and multiple berthing;
- ☐ (vi) Transport arrangements for passengers to arrive at and depart from the terminal e.g. any plans for liaison with public transport authorities and operators, arrangement of coaches (paid or free) and arrangement of point-to-point transportation including taxis;
- ☐ (vii) Communication with stakeholders e.g. relevant Government departments, public transport operators, cruise lines, ground handler and port agents etc. on the passenger flow and traffic management for each ship call;

#### Terminal Management

- ☐ (viii) Security plan for Terminal Operation Areas, customs, immigration and quarantine (CIQ) areas and remaining areas during ship call days and other situations e.g. on non-ship call days, on days with non-cruise related events with relevant details such as deployment plan of guards and crowd management measures included;
- ☐ (ix) Cleansing and housekeeping plans;
- ☐ (x) Landscape management plan;

#### Contingency

- ☐ (xi) Contingency arrangement for the items (i) to (x) above, covering various scenarios such as inclement weather, interruption to utilities, failure of E&M facilities, accidents etc. which would lead to disruption to the operation and management of the Cruise Terminal as well as manner of communication with the relevant parties/government authorities in such scenarios.

## **Assessment Criterion 2 – Organisation, Supervision, Resources and Maintenance Plan:**

(Tenderers shall refer to Notes 2 and 4 of the Marking Scheme when completing this part.)

**(Please put a “✓” in the appropriate boxes to indicate the submission has included the relevant elements/aspects.)**

- (a) The aim of the Organisation, Supervision, Resources and Maintenance Plan is to provide a comprehensive management, maintenance and housekeeping proposal for ensuring sufficient provision of competent manpower and for taking care of the Premises (as defined in the Form of Agreement) including its equipment, machinery, fixtures and landscape.
- (b) The Organisation, Supervision, Resources and Maintenance Plan shall meet the aim at (a) above and cover the following items (i) to (vii) –

### Staff

- ☐ (i) Staffing structure, e.g. organisation chart, information/document relating to roles and responsibilities of managerial/supervisory staff and their post titles and qualifications;
- ☐ (ii) Staff deployment plan for implementation of the Operation and Contingency Plan, showing relevant details e.g. the minimum number of staff to be provided (through hiring or outsourcing) with breakdown by type / rank of staff and their respective duty, during ship call and non-ship call days, for transit and turn calls, and for single and multiple berthing;
- ☐ (iii) Staff deployment plan for implementation of the Marketing Plan;
- ☐ (iv) Staff hiring, training and development plan to ensure provision of sufficient and competent staff;
- ☐ (v) Measures for staff safety for cruise operation and for outdoor duty during adverse / hot weather or extreme weather conditions;

### Furniture, Tools and Equipment and Maintenance

- ☐ (vi) Tenderer’s provision of furniture, tools and equipment, e.g. their type, number, use, service life and the relevant maintenance arrangement, for the successful implementation of the Operation and Contingency Plan; and

- ☐ (vii) Inspection, maintenance (if applicable), reporting and repair (if applicable) plan for such parts of the Premises (as defined in the Form of Agreement) and any provision by the Government (as Landlord) which are required to be maintained by the Tenant pursuant to the Agreement for the successful implementation of the Operation and Contingency Plan.

**Assessment Criterion 3 – Quality Assurance and Compliance Plan:**

(Tenderers shall refer to Notes 2 and 5 of the Marking Scheme when completing this part.)

**(Please put a “✓” in the appropriate boxes to indicate the submission has included the relevant elements/aspects.)**

- (a) The aim of the Quality Assurance and Compliance Plan is to set out an effective approach and mechanism to ensure compliance and service quality.
- (b) The Quality Assurance and Compliance Plan shall meet the aim at (a) above and cover the following items (i) to (v) –

Quality Assurance

- ☐ (i) Proposed Service Pledge (as defined in the Form of Agreement) on tasks performed under the Operation and Contingency Plan, as well as ways to ensure the Service Pledges (as defined in the Form of Agreement) are met and ways to rectify performance deficiency(ies);
- ☐ (ii) Mechanism to ensure adequate supervision of staff and contractors;
- ☐ (iii) Mechanism on collection of feedback on performance from users, including cruise passengers, cruise lines, Government departments, ground handlers, and port agents, etc;
- ☐ (iv) Mechanism on handling enquiries, complaints and adverse reports from various channels, e.g. face-to-face encounters, telephone, emails, letters, social media, news report, etc; and

### Compliance

- ☐ (v) Demonstration of understanding about compliance with the requirements of the International Ship and Port Facility Security Code (ISPS), taking into account the whole Cruise Terminal Building as well as the general security procedures for terminal and apron areas.

### **Assessment Criterion 4 – Transition Plan:**

(Tenderers shall refer to Notes 2 and 6 of the Marking Scheme when completing this part.)

**(Please put a “✓” in the appropriate boxes to indicate the submission has included the relevant elements/aspects.)**

- (a) The aim of the Transition Plan is to set out a detailed and practicable proposal on how the Tenderer will take up the operation and management of the Cruise Terminal from the incumbent Cruise Terminal operator, existing sub-tenant(s) of the Cruise Terminal (if any) and management company(ies) (if any) to ensure a smooth transition without affecting the status of the Cruise Terminal as a world-class cruise terminal.
- (b) The Transition Plan shall meet the aim at (a) above and cover the following items (i) to (iv) –
- ☐ (i) Plan and action to be implemented before the date of commencement of the term of the Agreement so as to ensure successful implementation of the Operation and Contingency Plan immediately from such date;
- ☐ (ii) Action checklist of handover of various areas, tools and equipment from the incumbent Cruise Terminal operator, existing sub-tenant(s) of the Cruise Terminal (if any) and management company(ies) (if any) to the Tenant (being the new Cruise Terminal Operator) through the Landlord;

### Marketing

- ☐ (iii) Plan and action to be implemented to attract ship calls, leasing out of the Ancillary Commercial Area (as defined in the Form of Agreement) and to attract non-cruise related events before the date of commencement of the term of Agreement for the purpose of achieving the Key Performance Indicators during the term of the Agreement; and

### Staff

- ☐ (iv) Plan for hiring, familiarisation and training of staff (including, in particular, the Management Team (as defined in the Form of Agreement)) such that: (a) the Management Team are ready to perform their duties from the date specified in Clause 11.10 of the Form of Agreement and (b) all other staff are ready to perform their duties from the date of commencement of the term of the Agreement.

### **Assessment Criterion 5 – Marketing Plan:**

(Tenderers shall refer to Notes 2 and 7 of the Marking Scheme when completing this part.)

**(Please put a “✓” in the appropriate boxes to indicate the submission has included the relevant elements/aspects.)**

- (a) The aim of the Marketing Plan is to provide a proposal for promoting the use and boosting the positive image of the Cruise Terminal on various aspects including attracting berthing of cruise ships, effective utilisation of commercial spaces of the Cruise Terminal, attracting visitors and holding of non-cruise related events, through marketing and promotional efforts and co-operation with stakeholders and thereby ensuring that the Key Performance Indicators (“KPI”) are met.
- (b) The Marketing Plan shall meet the aim at (a) above and cover the following items (i) to (viii) –

### Cruise

- ☐ (i) Marketing plan on attracting cruise to berth at the Cruise Terminal and proposals on lengthening the stay of cruises, e.g. concrete plan to achieve the KPI on the minimum number of ship calls;
- ☐ (ii) Co-operation plan with relevant governmental authorities, including the Tourism Commission and Hong Kong Tourism Board to promote the Cruise Terminal;

#### Ancillary Commercial Area

- ☐ (iii) Plan on the overall mix of retail, restaurants and shops and the market positioning of the Ancillary Commercial Area (as defined in the Form of Agreement) so as to increase the utilisation of such areas;
- ☐ (iv) Plans on achieving the KPI on the minimum occupancy rate of the Ancillary Commercial Area;

#### Non-cruise related events

- ☐ (v) Promotion plan to position and market the Cruise Terminal as a prime venue for non-cruise related events and ways to achieve the KPI on the minimum number of non-cruise related events;
- ☐ (vi) Plans to achieve the KPI on the minimum number of visitors brought by non-cruise related events;
- ☐ (vii) Suggestions on non-cruise related events which may be held during periods with and/or without ship berthing, and the plan for implementing such suggestions; and
- ☐ (viii) Demonstration of understanding on priority of ship call over non-cruise event, and strategy to maximise non-cruise related events without forgoing or affecting the number of ship calls.

## **Part B - Key Performance Indicators (KPI)**

### Notes:

- The Tenderer shall refer to the Assessment Criteria 8 – 11 and Note 10 of the Marking Scheme and Clause 11.3 of the Form of Agreement when completing this part of Appendix K(I).
- The Tenderer shall fill in all of the blanks labelled (C1), (C2), (C3), (C4), (D1), (D2), (D3) and (D4) in this Appendix.
- Blanks labelled (C1), (C2), (C3) and (C4) should be filled with integers greater than or equal to zero (0).
- The Tenderer's submission should comply with the following rule:-
  - $(D1) = (B1) + (C1)$
  - $(D2) = (B2) + (C2)$
  - $(D3) = (B3) + (C3)$
  - $(D4) = (B4) + (C4)$
- In the event that any one or more items in (C1), (C2), (C3) and/or (C4) is/are left blank by the Tenderer, an integer "zero (0)" shall be deemed to be entered by the Tenderer for such item(s) and the Tenderer shall be deemed to have accepted the Baseline of KPI figure(s) under column (B) as the KPI figure(s) under column (D) for the relevant item(s).
- In the event that this form is not completed in accordance with the above Notes, the Tender may not be considered further.

I/We undertake to meet the Key Performance Indicators ("KPIs") specified in the table below for each Contract Year (as defined in the Form of Agreement)-

(A) <u>KPI Description</u>	(B) <u>Baseline of KPI</u>	(C) <u>Tenderer's Top-up</u>	(D) <u>KPI</u> = (B) + (C)
Minimum number of Ship Calls	85 (B1)	(C1)	(D1)
Minimum number of Non-Cruise Related Events	13 (B2)	(C2)	(D2)

Minimum number of visitors of Non-Cruise Related Events	6,500 (B3)	(C3)	(D3)
Minimum occupancy rate of Ancillary Commercial Area	60% (B4)	% (C4)	% (D4)

I/We acknowledge that in the event that I/we am/are awarded the Tenancy and in the event that the Government exercises its right pursuant to Paragraph 17.3 of the Terms of Tender, the figures provided under column (D) in this Appendix will form part of the Binding Proposal in accordance with Clause 11.3 of the Agreement.

**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):	
--------------------------------------	--

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:	
-------	--

## **Appendix K (II)**

### **Innovative Suggestion Schedule**

1. Innovative suggestions consist of (A) Pro-innovation Proposals and (B) Environmental Protection, Sustainability, Social Responsibility or Governance (“ESG”) Proposals. Tenderers shall provide details of its proposed innovative suggestions in the tables below and shall submit documents in support thereof (if any).
2. Tenderers should note that its proposed innovative suggestions should not be repeated. If the same suggestion is included in both the Tenderer’s Pro-innovation Proposal and ESG Proposal, such suggestion can only score marks under one proposal. The Tenderer’s proposed innovative suggestions should be consistent with the requirements under the Tender Documents. For the purpose of completing the Innovative Suggestion Schedule, Tenderers should refer to Assessment Criteria 6 and 7 and Notes 8 and 9 of the Marking Scheme when providing details of its proposed innovative suggestions and the requirements for scoring marks.

### **Part A - Pro-innovation Proposals**

1. If additional space is required for completing and setting out the details of the first three Pro-innovation Proposals, please use additional sheets to set out the details of the relevant proposals and mark the respective proposal on the additional sheet(s) accordingly. Please follow the same arrangement if more than three Pro-innovation Proposals are proposed by the Tenderers. For example, if the Tenderer intends to submit a fourth Pro-innovation Proposal and additional sheets are used, please mark “Pro-innovation Proposal 4” on the additional sheets and set out its relevant details using the same format below.
2. The Tenderer’s proposed Pro-innovation Proposals (including all texts, drawings, charts, etc.) shall form part of the Tenderer’s Execution Plans to be assessed under Assessment Criteria 6 of the Marking Scheme and shall comply with Paragraph 3.4 of the Marking Scheme.

<b>Proposal No.</b>	<b>(A) Pro-innovation Proposals  (See Note (1) below)</b>	<b>(B) Brief description of the improvements/benefits/positive values to be brought about  (See Note (2) below)</b>	<b>(C) Implementation Details</b>	<b>(D) Supporting documents (if any)</b>
1.				
2.				
3.				

Notes:

- (1) Please identify the technological means or arrangements or work process or solutions or equipment covered by the Pro-innovation Proposal that can enhance efficiency, effectiveness and productivity of the specific services and/or obligations under the Agreement. If not clearly stated, it shall be assumed that the Pro-innovation Proposal shall apply to all services and/or obligations under the Agreement.
- (2) The Pro-innovation Proposals must bring about any one or more such improvements and/or benefits and/or positive values as found in Note 8(b) of the Marking Scheme.

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## **Part B - ESG Proposals**

1. If additional space is required for completing and setting out the details of the first two ESG Proposals, please use additional sheets to set out the details of the relevant proposals and mark the respective proposal on the additional sheet(s) accordingly. Please follow the same arrangement if more than two ESG Proposals are proposed by the Tenderers. For example, if the Tenderer intends to submit a third ESG Proposal and additional sheets are used, please mark “ESG Proposal 3” on the additional sheets and set out its relevant details using the same format below.
2. The Tenderer’s proposed ESG Proposals (including all texts, drawings, charts, etc.) shall form part of the Tenderer’s Execution Plans to be assessed under Assessment Criteria 7 of the Marking Scheme and shall comply with Paragraph 3.4 of the Marking Scheme.

<b>Proposal No.</b>	<b>(A) ESG Proposals (E) for environmental protection or sustainability (S) for social responsibility (G) for governance (See Note (1) below)</b>	<b>(B) Brief description of the improvements/benefits/positive values to be brought about  (See Note (2) below)</b>	<b>(C) Implementation Details</b>	<b>(D) Supporting documents (if any)</b>
1.				
2.				

Notes:

- (1) Please identify whether the ESG Proposal is for environmental protection or sustainability OR for social responsibility OR for governance by filling in (E) or (S) or (G) as the case may be. Unless otherwise expressly specified, it shall be assumed that the ESG Proposal shall apply to all services and/or obligations under the Agreement.
- (2) The ESG Proposals must bring about any one or more such improvements and/or benefits and/or positive values as found in Note 9(b) of the Marking Scheme.

I/We acknowledge that (i) the Government has the right to refuse or accept any of our proposed innovative suggestions pursuant to Paragraph 33.1 of the Terms of Tender and (ii) in the event that I/we am/are awarded the Tenancy and the Government exercises its right pursuant to Paragraph 17.3 of the Terms of Tender, the Accepted Innovative Suggestions (as defined in the Terms of Tender) will form part of the Binding Proposal in accordance with Clause 11.3 of the Agreement.

**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:	
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**Appendix L**  
**Non-Collusive Tendering Certificate**

To: the Government

Dear Sir/Madam,

**Non-collusive Tendering Certificate**

1. I/We, (name of the Tenderer) \_\_\_\_\_ of  
(address(es) of the Tenderer) \_\_\_\_\_

refer to the Government's invitation to tender ("Invitation to Tender") for a tenancy for Kai Tak Cruise Terminal ("Tenancy") and my/our Tender in response to the Invitation to Tender.

Non-collusion

2. I/We represent and warrant that in relation to the Invitation to Tender:
- (a) My/Our Tender was prepared genuinely, independently and made with the intention to accept the Tenancy if awarded;
  - (b) My/Our Tender was not prepared with any agreement, arrangement, communication, understanding, promise or undertaking with any person (including any other Tenderer or competitor) regarding:
    - i) prices;
    - ii) methods, factors or formulas used to calculate prices;
    - iii) an intention or decision to submit, or not submit, any Tender;
    - iv) an intention or decision to withdraw any Tender;
    - v) the submission of any Tender that does not conform with the requirements of the Invitation to Tender;
    - vi) the quality, quantity, specifications or delivery particulars of the products or services to which the Invitation to Tender relates; and
    - vii) the terms of my/our Tender,

and I/we undertake that I/we will not, whether before or after the award of the Tenancy, enter into or engage in any of the foregoing.

3. Paragraph 2(b) of this certificate shall not apply to agreements, arrangements, communications, understandings, promises or undertakings with:
- (a) the Government;
  - (b) a joint venture partner with which I/we have submitted my/our Tender, and such joint venture arrangement has already been notified to the Government in my/our Tender;
  - (c) my/our consultants or sub-contractors, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular consultancy arrangement or sub-contract;
  - (d) my/our professional advisers, provided that the communications are held in strict confidence and limited to the information required for the adviser to render their professional advice in relation to my/our Tender;
  - (e) insurers or brokers for the purpose of obtaining an insurance quote, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular insurance arrangement;
  - (f) banks for the purpose of obtaining financing or bank guarantees for the Tenancy, provided that the communications are held in strict confidence and limited to the information required to facilitate that financing; and
  - (g) any person other than the Government, provided that the Government has given prior written consent.

#### Disclosure of subcontracting

4. Without prejudice to other requirements set out in the Tender Documents concerning sub-contracting arrangement, in particular, the requirement to seek the Government's prior written approval before sub-contracting, I/We understand that I/we are required to disclose all proposed sub-contracting arrangements for the Tenancy to the Government in my/our Tender, including those which will be entered into after the Tenancy is awarded. I/We warrant that I/we have duly disclosed and will continue to disclose such arrangements to the Government.

#### Consequences of breach or non-compliance

5. I/We understand that in the event of any breach or non-compliance with any representations, warranties and/or undertakings in this certificate or in Paragraph 22 of the Terms of Tender, the Government may exercise any of the rights under Paragraph 22 of the Terms of Tender in addition to and without prejudice to any other rights or remedies available to it against me/us.
6. Under the Competition Ordinance (Cap. 619), bid-rigging is serious anti-competitive

conduct. I/We understand that the Government may, at its discretion, report all suspected instances of bid-rigging to the Competition Commission (the “Commission”) and provide the Commission with any relevant information, including but not limited to information on my/our Tender and my/our personal information.

**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):	
--------------------------------------	--

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:	
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**Appendix M**  
**Registration form for attending the Tender Pre-Submission Briefing**  
(Tender Ref.: TC 1/2025)

To: Tourism Commission, Culture, Sports and Tourism Bureau  
E-mail: [ktctpresubbriefing@cstb.gov.hk](mailto:ktctpresubbriefing@cstb.gov.hk)

**Details of the Briefing Session**

Date : 20 January 2026  
Time : Afternoon (exact time to be confirmed)  
Venue : Hong Kong (exact location to be advised) (online session is also available)

**Information of contact person (must be provided):**

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

Name: \_\_\_\_\_ Post title: \_\_\_\_\_

Phone no.: \_\_\_\_\_ E-mail address: \_\_\_\_\_

Signature (with company chop as appropriate): \_\_\_\_\_ Date: \_\_\_\_\_

**Details of Registration:**

The following representative(s) of the Tenderer will attend the briefing session: -

Name:	Post Title:	Format:
		(Please put a “✓” in the appropriate box)
(1) _____	_____	<input type="checkbox"/> Online <input type="checkbox"/> In person
(2) _____	_____	<input type="checkbox"/> Online <input type="checkbox"/> In person
(3) _____	_____	<input type="checkbox"/> Online <input type="checkbox"/> In person
(4) _____	_____	<input type="checkbox"/> Online <input type="checkbox"/> In person
(5) _____	_____	<input type="checkbox"/> Online <input type="checkbox"/> In person
(6) _____	_____	<input type="checkbox"/> Online <input type="checkbox"/> In person

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**Notes:**

- (1) A Tenderer may enrol up to three (3) representatives to attend the briefing in person and three (3) representatives to attend the briefing online.
- (2) If online format is chosen, the meeting link will be sent to the contact person's designated email address in due course.
- (3) Confirmation of registration, together with the exact time and venue of the briefing will be issued by email to the above contact person.
- (4) The completed registration form should be returned by e-mail to the Tourism Commission by 7 January 2026 (Hong Kong Time). Late registration may be not accepted.