

FORM OF TENDER (Non-Premium Submission)

Tender for the grant of Yuen Long Town Lot No. 545 for a term of fifty years commencing from the date of the Memorandum of Agreement annexed to the Tender Notice (hereinafter referred to as “the Term”) at the rent specified in the Particulars of the Lot in the Tender Notice and subject to the General and Special Conditions of Sale annexed to the Tender Notice (hereinafter referred to as “the Conditions of Sale”) and the Service Deed.

To : The Chairman,
Central Tender Board,
Government Secretariat,
Hong Kong.

I/We
having read the foregoing Tender Notice, the Conditions of Sale and examined the plans therein referred to, hereby offer to purchase the above-mentioned lot at the premium set out in the Form of Tender (Premium Submission) submitted by me/us for the Term in accordance with paragraphs 3(a)(ii) and 5 of the Tender Notice and develop the above-mentioned lot in accordance with my/our Non-Premium Submission submitted herewith in accordance with paragraphs 3(a)(i), 4, and 5 of the Tender Notice during the Term and upon the terms and conditions set forth in the Tender Notice, the Conditions of Sale and the Service Deed. For the avoidance of doubt, this Form of Tender (Non-Premium Submission) and my/our said Form of Tender (Premium Submission) together form and constitute my/our tender offer to purchase the above-mentioned lot.

2. If this tender is accepted, then until the Memorandum of Agreement, the sale plan referred to in paragraph 12 of the Tender Notice and the Service Deed are signed or executed, this tender together with the written acceptance thereof shall constitute a binding agreement between me/us and the Government of the Hong Kong Special Administrative Region (hereinafter referred to as “the Government”).

3. A cheque certified good for payment up to ~~the 18th day of October, 2024~~ the 11th day of July, 2025 by the bank on which it is drawn/A cashier’s order made payable to “The Government of the Hong Kong Special Administrative Region” for HK\$20,000,000.00 is forwarded herewith as an initial deposit, which shall be applied in part payment of the premium for the lot as provided in the Conditions of Sale, if my/our tender is accepted.

4. If my/our tender is accepted, I/we will pay a further deposit (if required) and the balance of premium in the manner and within the time limit stated in paragraph 12 of the Tender Notice and General Condition No. 2 of the Conditions of Sale respectively and I/we shall execute the Memorandum of Agreement in the form annexed to the Conditions of Sale and the sale plan annexed hereto and the Service Deed in accordance with paragraph 12 of the Tender Notice and procure and submit to the Government the Performance Guarantee and the Bank Bond in accordance with paragraph 13 of the Tender Notice.

5. I/We agree that by submitting my/our tender, I/we consent to the disclosure by the Government of the information referred to in paragraphs 9(c) and 9(d) of the Tender Notice (hereinafter referred to as “the Tender Bids and Scores Information”).

6. I/We accept and acknowledge that-

(a) the Government has the absolute discretion to decide whether or not to disclose the Tender Bids and Scores Information;

- (b) the Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by me/us or any other person arising whether directly or indirectly out of, in connection with or incidental to the exercise of the Government's right to disclose the Tender Bids and Scores Information, or the use or dissemination of the Tender Bids and Scores Information by members of the public or otherwise, and that no claim whatsoever shall be made against the Government by me/us in respect of any such loss, damage, nuisance or disturbance; and
- (c) for the avoidance of doubt, my/our consent given under paragraph 5 above and the acceptance and acknowledgement under sub-paragraphs (a) and (b) above shall survive and continue to be binding on me/us, whether as the successful tenderer or the unsuccessful tenderer, after the award of the tender to the successful tenderer and after the signing or execution of the Memorandum of Agreement, the sale plan and the Service Deed referred to in paragraph 12 of the Tender Notice by the Purchaser and the signing thereof on behalf of the Government.

7. I/We warrant that-

- (a) up to the date hereof, other than ~~the conditions referred to in~~ as provided under paragraph 8 below, I/we and my/our directors, employees and agents had not-
 - (i) communicated to any person my/our premium or non-premium offer;
 - (ii) adjusted my/our premium or non-premium offer by arrangement with any person;
 - (iii) made any arrangement with any person about whether or not I/we or that other person should or should not tender; or
 - (iv) otherwise colluded with any person in any manner whatsoever; and
- (b) at any time hereinafter until the tender is awarded, other than ~~the conditions referred to in~~ as provided under paragraph 8 below, I/we and my/our directors, employees and agents will not-
 - (i) communicate to any person other than the Government my/our premium or non-premium offer;
 - (ii) adjust my/our premium or non-premium offer by arrangement with any person;
 - (iii) make any arrangement with any person about whether or not I/we or that other person should or should not tender; or
 - (iv) otherwise collude with any person in any manner whatsoever.

8. Paragraphs 7(a) and 7(b) above shall not apply to agreements, arrangements, communications, understandings, promises or undertakings with-

- (a) a joint venture partner with ~~which~~ whom I/we have submitted my/our tender, and such joint venture arrangement has already been notified to the Government in my/our tender;

- (b) 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 or sub-contracting arrangement;
- (c) my/our professional advisors, provided that the communications are held in strict confidence and limited to the information required for the advisors to render their professional advice in relation to my/our tender;
- (d) 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;
- (e) banks for the purpose of obtaining financing for the lot and development thereon, provided that the communications are held in strict confidence and limited to the information required to facilitate obtaining of that financing; and
- (f) any person other than the Government, provided that the Government has given prior written consent to do so.

Dated the _____ day of _____, 20____.

Signature of tenderer OR seal of tenderer and signature(s) of authorized officer(s)

Name(s) of authorized officer(s) in block letters

Address of tenderer in block letters

.....

Telephone number Facsimile number

Particulars of parent company (if appropriate):

Name in block letters

Address in block letters

.....

Name of contact person(s)

Telephone number Facsimile number

Notes: (1) If the tender is made by one or more parties who intend to develop the lot as a joint venture, then the tender must be signed by each of the joint venture partners.

- (2) Tenders will not be considered unless they are accompanied by an initial deposit in the amount specified in paragraph 8 of the Tender Notice.

FORM OF TENDER (Premium Submission)

Tender for the grant of Yuen Long Town Lot No. 545 for a term of fifty years commencing from the date of the Memorandum of Agreement annexed to the Tender Notice (hereinafter referred to as “the Term”) at the rent specified in the Particulars of the Lot in the Tender Notice and subject to the General and Special Conditions of Sale annexed to the Tender Notice (hereinafter referred to as “the Conditions of Sale”) and the Service Deed.

To : The Chairman,
Central Tender Board,
Government Secretariat,
Hong Kong.

I/We
having read the foregoing Tender Notice, the Conditions of Sale and examined the plans therein referred to, hereby offer to purchase the above-mentioned lot at a premium of
..... Hong Kong dollars (HK\$)
for the Term and develop the above-mentioned lot in accordance with my/our Non-Premium Submission submitted in accordance with paragraphs 3(a)(i), 4 and 5 of the Tender Notice during the Term and upon the terms and conditions set forth in the Tender Notice, the Conditions of Sale and the Service Deed. For the avoidance of doubt, this Form of Tender (Premium Submission) and my/our ~~said Form of Tender (Non-Premium Submission)~~ together form and constitute my/our tender offer to purchase the above-mentioned lot.

2. If this tender is accepted, then until the Memorandum of Agreement and the sale plan referred to in paragraph 12 of the Tender Notice and the Service Deed are signed or executed, this tender together with the written acceptance thereof shall constitute a binding agreement between me/us and the Government of the Hong Kong Special Administrative Region (hereinafter referred to as “the Government”).

3. A cheque certified good for payment up to ~~the 18th day of October, 2024~~ the 11th day of July, 2025 by the bank on which it is drawn/A cashier’s order made payable to “The Government of the Hong Kong Special Administrative Region” for HK\$20,000,000.00 is forwarded with my/our ~~said Form of Tender (Non-Premium Submission)~~ as an initial deposit, which shall be applied in part payment of the premium for the lot as provided in the Conditions of Sale, if my/our tender is accepted.

4. (a) If my/our tender is accepted, I/we will pay a further deposit (if required) and the balance of premium in the manner and within the time limit stated in paragraph 12 of the Tender Notice and General Condition No. 2 of the Conditions of Sale respectively and I/we shall execute the Memorandum of Agreement in the form annexed to the Conditions of Sale and the sale plan annexed hereto and the Service Deed in accordance with paragraph 12 of the Tender Notice and procure and submit to the Government the Performance Guarantee and the Bank Bond in accordance with paragraph 13 of the Tender Notice.

(b) I/We have also submitted a separate tender for the grant of Hung Shui Kiu Town Lot No. 10 (Please tick (“√”) the relevant box (“□”) as applicable)-

No

Yes, and I/we intend to purchase both Yuen Long Town Lot No. 545 and Hung Shui Kiu Town Lot No. 10 on this occasion. In this premises, I/we accept and

acknowledge that the Government may award any one or both of the tenders submitted by me/us.

- Yes, and I/we intend to purchase **one** lot only (that is either Yuen Long Town Lot No. 545 or Hung Shui Kiu Town Lot No. 10) on this occasion. In this premises, I/we accept and acknowledge that the Government may award any of the tenders submitted by me/us on the basis of not exceeding **one** lot will be awarded to me/us. In this event, the lot that I/we prefer to be awarded is as follows:-

<u>Lot Number</u>	<u>Preferred Lot (Please tick (“√”) the relevant box (“□”) as applicable)</u>
<u>(i) Yuen Long Town Lot No. 545</u>	<input type="checkbox"/>
<u>(ii) Hung Shui Kiu Town Lot No. 10</u>	<input type="checkbox"/>

I/We also accept, acknowledge and confirm that in the event that the tender for my/our preferred lot as specified above is accepted or has been awarded to me/us by the Government, the tender submitted by me/us for the other lot shall be deemed to be withdrawn by me/us.

Notwithstanding anything provided to the contrary herein, irrespective of whether I/we intend to purchase both Yuen Long Town Lot No. 545 and Hung Shui Kiu Town Lot No. 10 or either of them, I/we accept and acknowledge that the Government is not bound to accept the tender with the highest combined scores calculated according to paragraph 1.2(d) in Section 1 of the Marking Scheme or any tender submitted and has the sole and absolute discretion whether or not to accept all or any parts of the tenders submitted by tenderers.

5. I/We agree that by submitting my/our tender, I/we consent to the disclosure by the Government of the information referred to in paragraphs 9(c) and 9(d) of the Tender Notice (hereinafter referred to as “the Tender Bids and Scores Information”).

6. I/We accept and acknowledge that-

- (a) the Government has the absolute discretion to decide whether or not to disclose the Tender Bids and Scores Information;
- (b) the Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by me/us or any other person arising whether directly or indirectly out of, in connection with or incidental to the exercise of the Government’s right to disclose the Tender Bids and Scores Information, or the use or dissemination of the Tender Bids and Scores Information by members of the public or otherwise, and that no claim whatsoever shall be made against the Government by me/us in respect of any such loss, damage, nuisance or disturbance; and
- (c) for the avoidance of doubt, my/our consent given under paragraph 5 above and the acceptance and acknowledgement under sub-paragraphs (a) and (b) above shall survive and continue to be binding on me/us, whether as the successful tenderer or the unsuccessful tenderer, after the award of the tender to the successful tenderer and after the signing or execution of the Memorandum of Agreement and the sale plan and the

Service Deed referred to in paragraph 12 of the Tender Notice by the Purchaser and the signing thereof on behalf of the Government.

7. I/We warrant that-

- (a) up to the date hereof, other than ~~the conditions referred to in~~ as provided under paragraph 8 below, I/we and my/our directors, employees and agents had not-
 - (i) communicated to any person my/our premium or non-premium offer;
 - (ii) adjusted my/our premium or non-premium offer by arrangement with any person;
 - (iii) made any arrangement with any person about whether or not I/we or that other person should or should not tender; or
 - (iv) otherwise colluded with any person in any manner whatsoever; and
- (b) at any time hereinafter until the tender is awarded, other than ~~the conditions referred to in~~ as provided under paragraph 8 below, I/we and my/our directors, employees and agents will not-
 - (i) communicate to any person other than the Government my/our premium or non-premium offer;
 - (ii) adjust my/our premium or non-premium offer by arrangement with any person;
 - (iii) make any arrangement with any person about whether or not I/we or that other person should or should not tender; or
 - (iv) otherwise collude with any person in any manner whatsoever.

8. Paragraphs 7(a) and 7(b) above shall not apply to agreements, arrangements, communications, understandings, promises or undertakings with-

- (a) a joint venture partner with ~~which~~whom I/we have submitted my/our tender, and such joint venture arrangement has already been notified to the Government in my/our tender;
- (b) 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 or sub-contracting arrangement;
- (c) my/our professional advisors, provided that the communications are held in strict confidence and limited to the information required for the advisors to render their professional advice in relation to my/our tender;
- (d) 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;
- (e) banks for the purpose of obtaining financing for the lot and development thereon, provided that the communications are held in strict confidence and limited to the information required to facilitate obtaining of that financing; and

- (f) any person other than the Government, provided that the Government has given prior written consent to do so.

Dated the _____ day of _____, 20____.

Signature of tenderer OR seal of tenderer and signature(s) of authorized officer(s)

Name(s) of authorized officer(s) in block letters

Address of tenderer in block letters

.....

Telephone number Facsimile number

Particulars of parent company (if appropriate):

Name in block letters

Address in block letters

.....

Name of contact person(s)

Telephone number Facsimile number

- Notes:*
- (1) If the tender is made by one or more parties who intend to develop the lot as a joint venture, then the tender must be signed by each of the joint venture partners.
 - (2) Tenders will not be considered unless they are accompanied by an initial deposit in the amount specified in paragraph 8 of the Tender Notice.