

TENDER NOTICE

The Government of the Hong Kong Special Administrative Region (hereinafter referred to as “the Government”) invites tenders by way of a two-envelope approach described below for the grant of the lot of land described in the Particulars of the Lot hereunder for a term of fifty years commencing from the date of the Memorandum of Agreement at a rent specified in the Particulars of the Lot hereunder and subject to the General and Special Conditions of Sale annexed hereto (hereinafter referred to as “the Conditions of Sale”) and the Service Deed ~~at Annex III referred to in paragraph 12 of the Tender Notice~~ together with its schedules and annexes (hereinafter collectively referred to as “the Service Deed”) and delivery of the performance guarantee (hereinafter referred to as “Performance Guarantee”) and the bank bond (hereinafter referred to as “Bank Bond”) ~~both referred to in accordance with~~ paragraph 13 of this Tender Notice. This Tender Notice, together with the Conditions of Sale, the Memorandum of Agreement and the Service Deed, in their original forms as annexed hereto, are hereinafter collectively referred to as the “Tender Documents”. Terms and expressions used and not otherwise defined in this Tender Notice but which are defined in the Conditions of Sale or the Service Deed shall have the respective meanings ascribed to them therein.

PARTICULARS OF THE LOT

Registry No.	Location	Site	Area in square metres	Rent
Yuen Long Town Lot No. 545	Fuk Wang Street and Wang Lee Street, Yuen Long, New Territories	As delineated and shown coloured pink, pink hatched blue and pink stippled black on the plan annexed hereto	32,440 (about)	An annual rent of an amount equal to 3% of the rateable value from time to time of the lot, subject to General Condition No. 4 of the Conditions of Sale

2. Tenderers should note that the tenders submitted will be assessed in accordance with the Marking Scheme at Annex II hereto (hereinafter referred to as “the Marking Scheme”). Tenderers should also note that a tender may not be considered further if any document as required in the “Requirements of Non-Premium Submission” at Annex I hereto has not been submitted in the Non-Premium Submission (as defined in paragraph 3(a)(i) below) of the tender. The Government does not bind itself to accept the tender with the highest combined score calculated according to paragraph 1.2(d) of the Marking Scheme or any tender submitted. The Government reserves the right to negotiate with any tenderer about the terms of the offer.

3. Tenders must be-

- (a) made in two separate sealed envelopes, with their outside not bearing any indication which may relate the tender to tenderers, in the following manner:
 - (i) one envelope (subject to paragraph 4 below), clearly marked on the outside of the envelope “Tender for Yuen Long Town Lot No. 545 : Non-Premium Submission” and enclosing the Form of Tender (Non-Premium Submission) (which should be in DUPLICATE and in the form annexed hereto, but without any indication of the premium) and the cheque or cashier’s order referred to in paragraph 8 below together with 20 copies of the documents referred to in (1) to (3) under the first paragraph of the “Requirements of Non-Premium Submission”

at Annex I hereto (the said Form of Tender (Non-Premium Submission), the said cheque or cashier's order and the said documents are hereinafter referred to as "the Non-Premium Submission"); and

- (ii) the other envelope clearly marked on the outside of the envelope "Tender for Yuen Long Town Lot No. 545 : Premium Submission" and enclosing the Form of Tender (Premium Submission) (which should be in DUPLICATE and in the form annexed hereto) (hereinafter referred to as "the Premium Submission");
- (b) addressed to the Chairman, Central Tender Board; and
- (c) deposited in the tender box labelled "Government Secretariat Tender Box" (hereinafter referred to as "the Government Secretariat Tender Box") at the Lobby of the Public Entrance on the Ground Floor, East Wing, Central Government Offices, 2 Tim Mei Avenue, Tamar, Hong Kong, before 12 noon on ~~Friday, the 28th day of June, 2024~~ Friday, the 21st day of March, 2025 (the said time is hereinafter referred to as "the Tender Closing Time").

4. If it is not practicable to place all the documents of the Non-Premium Submission in one sealed envelope, then tenderers may place the Non-Premium Submission in separate sealed envelopes, with their outside not bearing any indication which may relate the tender to the tenderer, and each sealed envelope should be clearly marked on the outside with the words "Tender for Yuen Long Town Lot No. 545 : Non-Premium Submission – Part *(insert No. of the particular envelope)* of No. *(insert total No. of envelopes)*". Bulky submissions should be wrapped properly and securely tied up when tender is deposited in the Government Secretariat Tender Box.

5. In case a Black Rainstorm Warning Signal or a Tropical Cyclone Warning Signal No. 8 or above or an announcement on "extreme conditions" caused by super typhoon is issued by the Government at any time between 9 a.m. and 12 noon on ~~the 28th day of June, 2024~~ the 21st day of March, 2025, the Tender Closing Time will be extended to 12 noon on the first working day of the following week and on which no Black Rainstorm Warning Signal or Tropical Cyclone Warning Signal No. 8 or above or announcement on "extreme conditions" caused by super typhoon is issued by the Government at any time between the hours of 9 a.m. and 12 noon. In case the public access to the Government Secretariat Tender Box mentioned in paragraph 3(c) above is blocked or for any reason becomes inaccessible at any time between 9 a.m. and 12 noon on the said date, the Government will announce the extension of the Tender Closing Time until further notice. Where an announcement has been made for the extension of the Tender Closing Time until further notice, upon the removal of the blockage or inaccessibility, the Government will as soon as practicable announce the revised Tender Closing Time. The above announcements will be made via press releases on the website of the Information Services Department (www.info.gov.hk/gia/general/today.htm).

6. Any tender submitted which is not in conformity with the Form of Tender (Premium Submission) or the Form of Tender (Non-Premium Submission) annexed hereto or the terms and conditions as set out in the Tender Notice may be rejected. Late tenders and tenders not deposited in the Government Secretariat Tender Box in accordance with paragraphs 3(c), 4 and 5 above will not be accepted.

7. (a) Notwithstanding anything herein contained to the contrary, the Government reserves the right to seek clarification or request missing information or documents from any tenderer as the Government may at its absolute discretion consider necessary. The tenderer shall, at his own expense within five working days or such other period as specified in the request, submit to the Government such clarification, information or documents. If adequate information or requested documents are not provided as required by the deadline specified in the request, or in the case of clarification, such

clarification is not provided or is not acceptable to the Government, the Government may not consider the tender further or may, but is not obliged to, proceed to evaluate the tender on an “as is” basis.

(b) The Government will not consider any clarification, information or document submitted by a tenderer pursuant to paragraph 7(a) above if the Government at its absolute discretion considers that such clarification, information or document would alter the tenderer’s tender in substance or give the tenderer an advantage over other tenderers.

8. TENDERERS MUST FORWARD WITH THE NON-PREMIUM SUBMISSION OF THEIR RESPECTIVE TENDER in accordance with paragraph 3(a)(i) above a cheque or cashier’s order in a sum of Twenty Million Hong Kong dollars (HK\$20,000,000.00), made payable to “The Government of the Hong Kong Special Administrative Region” and drawn on a bank which is a bank duly licensed under section 16 of the Banking Ordinance. If a cheque is submitted, it must be certified good by the bank on which it is drawn for payment up to ~~the 18th day of October, 2024~~ the 11th day of July, 2025. All cheques and cashier’s orders will be retained uncashed until the Central Tender Board has made its decision on the tenders submitted. If a tender is accepted, the cheque or cashier’s order submitted therewith will be treated as an initial deposit (hereinafter referred to as “the Initial Deposit”) towards and applied in part payment of the premium tendered. All other cheques and cashier’s orders will be returned, within a period of fourteen days of the date specified in paragraph 12 below, to the unsuccessful tenderers at the addresses stated in their tenders.

9. (a) A tenderer when submitting a tender by way of a subsidiary company should clearly state the name of its parent company and its correspondence address, the name of its contact person and its telephone and facsimile numbers.

(b) The person who signs a tender as tenderer shall be deemed to be acting as a principal unless he discloses therein that he is acting as an agent only, in which case he shall also disclose therein the name, address and the name of the contact person of his principal.

(c) After the award of the tender, the identity of the successful tenderer and the unsuccessful tenderers of all of the conforming tenders and their parent companies (if any), the combined score (as referred to in paragraph 1.2(d) in Section 1 of the Marking Scheme) of the successful tenderer, the amount of premium tendered by the successful tenderer and any or all of the documents as referred to in (1), (2) and (3) under the first paragraph of the “Requirements of Non-Premium Submission” at Annex I hereto submitted by the successful tenderer, and the Service Deed executed or to be executed by the successful tenderer may be disclosed by the Government. The Government reserves the right to announce the tender results without the need to seek the prior agreement of the tenderers and their parent companies (if any).

(d) After the signing or execution of the Memorandum of Agreement and the sale plan referred to in paragraph 12 below by the successful tenderer and the signing thereof on behalf of the Government, the combined scores (as referred to in paragraph 1.2(d) in Section 1 of the Marking Scheme) of the unsuccessful tenderers of all of the conforming tenders, the amounts of premium tendered by the unsuccessful tenderers of all of the conforming tenders can, in addition to the information that may have been disclosed under paragraph 9(c) above, be disclosed by the Government, whether in response to public or media enquiries or otherwise, without disclosing the identity of these unsuccessful tenderers at the same time.

(e) By submitting his tender under paragraphs 3, 4 and 5 above, each of the tenderers gives his consent to the disclosure of the information under paragraphs 9(c) and 9(d) above (hereinafter referred to as “the Tender Bids and Scores Information”) and accepts and acknowledges that the Government has the right to disclose the Tender Bids and Scores Information.

(f) The Government shall have the absolute discretion to decide whether or not to disclose the Tender Bids and Scores Information. The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the tenderers (whether the successful tenderer or any of the unsuccessful tenderers) 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 no claim whatsoever shall be made against the Government in respect of any such loss, damage, nuisance or disturbance.

(g) For the avoidance of doubt, the consent given under paragraph 9(e) above and the provisions in paragraph 9(f) above shall survive and continue to be binding on the successful tenderer and the unsuccessful tenderers 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 below by the successful tenderer and the signing thereof on behalf of the Government.

10. Where the successful tenderer referred to in paragraph 12 below is incorporated or established outside Hong Kong, it shall provide to the Government, within fourteen (14) ~~working~~ days from the date of notification of award referred to under paragraph 12 below, a legal opinion in English containing the matters set out in Annex VI hereto with regard to the successful tenderer and the Conditions of Sale as well as the Service Deed and, as the Government may require, any additional legal opinion on all or any matters arising from its tender, the Conditions of Sale and the Service Deed before a date to be specified by the Government. The legal opinion, containing the matters set out in Annex VI hereto, and any additional legal opinion, must be issued by a lawyer or a firm of lawyers duly qualified to practise in the place where the successful tenderer is incorporated or established. The legal opinion and any additional legal opinion must be addressed to and issued for the benefit of "The Government of the Hong Kong Special Administrative Region". The legal opinion and any additional legal opinion must also be satisfactory to the Government in all respects.

11. The Government reserves the right at its sole and absolute discretion whether or not to accept all or any parts of a tender. ~~A tenderer~~ Tenderers must note and accept that, should ~~the tenderer a tender~~ be selected to be awarded accepted by the Government, the Government may, at its sole and absolute discretion, make any of the proposals submitted by the successful tenderer an integral part of the Service Deed, the Memorandum of Agreement and the Conditions of Sale mentioned in paragraphs 12(a) and 12(b) below or any one or more of such documents. The tenderer, by submitting a tender, irrevocably authorizes the Government to amend the Memorandum of Agreement, the Conditions of Sale and the Service Deed as the Government in its sole and absolute discretion considers appropriate for the purpose of incorporating the proposals.

12. If a tender is accepted, the successful tenderer shall be the Purchaser and he will be notified of the acceptance of his tender by a letter posted to him at or delivered to the address stated in his Form of Tender (Premium Submission) not later than ~~the 27th day of September, 2024~~ the 20th day of June, 2025. In the event that the Initial Deposit is less than 10% of the premium tendered by him, the Purchaser shall, within seven working days of the date of the said letter, pay to the Government in one lump sum a further deposit equivalent to 10% of the premium tendered by him less the Initial Deposit and rounded up to the nearest hundred thousand which shall be applied in part payment of the premium tendered by him. Within fourteen days of the date of the said letter, the Purchaser shall-

- (a) executes as a deed (and in the case of a limited company duly execute under its common seal and in accordance with its Articles of Association or ~~as~~ otherwise as required under the laws of the jurisdiction in which it is incorporated or established) the Service Deed in the form of the proforma appearing in Annex III hereto

incorporating the tenderer's proposals submitted and as considered appropriate by the Government under paragraph 11 above;

- (b) sign or in the case of a limited company duly execute under its common seal and in accordance with ~~the laws of its place of incorporation or otherwise in accordance with the applicable law~~ its Articles of Association or otherwise as required under the laws of the jurisdiction in which it is incorporated or established to the satisfaction of the Director of Lands, the following-
 - (i) the Memorandum of Agreement in the form annexed to the Conditions of Sale, with the Conditions of Sale incorporating the tenderer's proposals submitted and as considered appropriate by the Government under paragraph 11 above; and
 - (ii) the sale plan annexed hereto;
- (c) submit to the Government a Performance Guarantee and a Bank Bond duly executed by the Performance Guarantor and the bank referred to in paragraph 13(a) below to secure the successful tenderer's performance of its obligations under the terms and conditions of the Service Deed to be executed between the Government and the successful tenderer;
- (d) provide to the Government ~~at~~the legal opinion required under paragraph 10 above where the successful tenderer is incorporated or established outside Hong Kong; and
- (e) provide to the Government ~~at~~the legal opinion required under paragraph 13(b) below, where the performance guarantor accepted by the Government in accordance with paragraph 13(a) below is incorporated or established outside Hong Kong,

and deliver all the above documents duly signed and executed to the Director of Lands.

13. (a) Upon receipt of the notification of award under paragraph 12 above, as security for due performance of the Service Deed, the successful tenderer must within fourteen (14) ~~working~~ days of the date of the notification of award procure and submit to the Government a Performance Guarantee in the form set out in Annex IV hereto and a Bank Bond in the form set out in Annex V hereto duly executed respectively by a performance guarantor accepted by the Government and a bank duly licensed under Section 16 of the Banking Ordinance (Cap. 155). In the event that the successful tenderer is an unincorporated partnership, the successful tenderer shall procure and submit to the Government a single Performance Guarantee and a single Bank Bond in accordance with the provisions in this paragraph and covering the obligations of all the partners and participants of the unincorporated partnership. Unless otherwise agreed by the Government, a Performance Guarantee and a Bank Bond not in the form or not on the terms as set out respectively in Annex IV and Annex V hereto will not be accepted by the Government.

(b) Where the proposed performance guarantor is incorporated or established outside Hong Kong, the successful tenderer shall submit to the Government, within fourteen (14) ~~working~~ days from the date of notification of award, a legal opinion in English containing the matters set out in Annex VI hereto, with regard to the performance guarantor and the Performance Guarantee and, as the Government may require, any additional legal opinion on all or any matters arising from its proposed performance guarantor or the Performance Guarantee before a date to be specified by the Government. The legal opinion, containing the matters set out in Annex VI hereto, and any additional legal opinion must be issued by a lawyer or a firm of lawyers duly qualified to practise in the place where the proposed performance guarantor is incorporated or established. The legal opinion and any additional legal opinion must be addressed to and issued for the benefit of "The Government of the

Hong Kong Special Administrative Region". The legal opinion and any additional legal opinion must also be satisfactory to the Government in all respects.

14. (a) Tenderers and their directors, employees and agents shall not offer any advantage (as defined in the Prevention of Bribery Ordinance) to any employee of the Government or technical advisors of this tender appointed or engaged by the Government as an inducement to or reward for or otherwise on account of such employees' or technical advisors' giving assistance or using influence in, or having given assistance or used influence in the tender exercise. If a tenderer, any of his directors, employees or agents commits any offence under the said Ordinance in relation to the tender exercise, the Government may invalidate his tender without payment of any compensation. The tenderer will also be liable for all expenses including but not limited to the Government's costs and expenses in the present tender and any subsequent tender(s) arising from or incidental to the invalidation.

(b) Tenderers and their directors, employees and agents shall not communicate to any person other than the Government their premium and non-premium offers (except as permitted under paragraphs 16(d)(ii) to (d)(vii) below), adjust their premium and non-premium offers by arrangement with any other person, make any arrangement with any other person about whether or not he or that other person should or should not tender or otherwise collude with any other person in any manner whatsoever in the tendering process until the tender is awarded. If a tenderer, any of his directors, employees or agents is in breach of or fails to comply with this paragraph or is in breach of his warranty given in paragraph 7 of the Form of Tender (Premium Submission) and paragraph 7 of the Form of Tender (Non-Premium Submission), without affecting his liability for such breach or non-compliance, the Government may invalidate his tender without payment of any compensation. The tenderer will also be liable for all expenses including but not limited to the Government's costs and expenses in the present tender and any subsequent tender(s) arising from or incidental to the invalidation.

(c) Paragraph 14(b) above shall not apply to agreements, arrangements, communications, understandings, promises or undertakings with-

- (i) a joint venture partner with whom the tenderer has submitted his tender, and the Government has already been notified as to such joint venture arrangement in his tender;
- (ii) the tenderer's 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;
- (iii) the tenderer's 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 his tender;
- (iv) 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;
- (v) 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
- (vi) any person other than the Government, provided that the Government has given prior written consent to do so.

15. Notwithstanding anything herein contained to the contrary, the Government may cancel this invitation to tender at any time before the Tender Closing Time at the Government's sole and absolute discretion and the Government is not bound to give any reasons for the cancellation. After cancellation of this invitation to tender, if and when the Government considers fit, the Government may re-issue a new invitation to tender on such terms and conditions as the Government thinks fit.

16. The Government reserves the right to disqualify a tenderer on any ground including without limitation, the following-

- (a) if a petition is presented or a proceeding is commenced which has not been withdrawn any time prior to the award of the tender, or an order is made or a resolution is passed for the winding up or bankruptcy of the tenderer;
- (b) if any false, inaccurate or incomplete statement or representation including personal data is contained in the tender or a promise or proposal is made knowingly that the tenderer will not be able to fulfil or deliver such promise or proposal;
- (c) if a claim is made alleging or the Government has grounds to believe that any thing(s), service(s) or material(s) proposed by the tenderer in his tender infringe or will infringe any intellectual property rights of any person; or
- (d) if the tenderer or his directors, employees and agents, after submission of tender and before the award of the tender, communicate with any person any details of his Premium Submission or Non-Premium Submission, other than the following-
 - (i) the Government;
 - (ii) a joint venture partner with whom the tenderer has submitted his tender, and the Government has already been notified as to such joint venture arrangement in his tender;
 - (iii) the tenderer's 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;
 - (iv) the tenderer's 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 his tender;
 - (v) 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;
 - (vi) 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
 - (vii) any person other than the Government, provided that the Government has given prior written consent to do so.

17. The participation of the tenderers in this tender exercise (including but not limited to the preparation or submission of tenders) or any action taken by potential tenderers shall be entirely at their own risk. The Government will not under any circumstances be liable to any of the tenderers or potential tenderers for any costs, expenses, loss or damage whatsoever arising whether directly or

indirectly out of or in connection with this invitation for tender irrespective of whether the Government actually proceeds with the grant of the lot or not.

18. Tenderers are required to note that in addition to Yuen Long Town Lot No. 545, another lot, namely Hung Shui Kiu Town Lot No. 10, is also being put up for tender at the same time. Tenders should be submitted for the purchase of Yuen Long Town Lot No. 545 or Hung Shui Kiu Town Lot No. 10 individually.

~~18~~19. Tenderers are required to note that the Government will only answer questions of a general nature concerning the lot and this tender exercise and will not provide legal or other advice in respect of the Conditions of Sale, the Service Deed, the Performance Guarantee, the Bank Bond or any documents referred to in this Tender Notice (including the Annexes hereto) or any statutory provisions relating to the lot. All enquiries should be directed to Chief Estate Surveyor/Headquarters, Lands Department (Ms. HON Tsui San, Shirley) at Tel. No. 2231 3802 or Fax No. 2116 0764 or email address “YLTL545@landsd.gov.hk”. The Government reserves the right to disclose and disseminate in such format and by such media as the Government may at its absolute discretion think fit the contents of any written enquiries and the answers given in full or in part without the need to seek the prior agreement or consent of the enquirers. Tenderers are advised to keep track of any information released on the Lands Department’s website (www.landsd.gov.hk/) for the Government’s response to enquiries.

~~19~~20. It is hereby specifically declared by the Government that any statement, whether oral or written, made and any action taken by any Government officer in response to any enquiry made by a prospective tenderer or in respect of any disclosure of the contents of these enquiries and the answers given shall be for guidance and reference purposes only. Any statement or disclosure shall not be deemed to form part of this Tender Notice and any such statement, disclosure or action shall not and shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions as are set out in this Tender Notice or the Conditions of Sale. The Government will not accept any liability in respect of the adequacy, accuracy and completeness of or otherwise arising whether directly or indirectly out of or in relation to any statement, disclosure or action taken by the Government or its officers.

~~20~~21. Notwithstanding anything to the contrary in this Tender Notice or the Conditions of Sale, the Government reserves the right to disqualify a tenderer on the ground that the tenderer or its parent company (in case the tender is submitted by a subsidiary company) or his principal (in case the tender is submitted by an agent) has engaged, is engaging, or is reasonably believed to have engaged or be engaging in any acts or activities that are likely to cause or constitute the occurrence of offences endangering national security or otherwise the disqualification is necessary in the interest of national security, or is necessary to protect the public interest of Hong Kong, public morals, public order or public safety.

~~21~~22. Tenderers are required to note that pursuant to the provisions of the Land Registration Ordinance and the regulations made thereunder, the personal data contained in the Conditions of Sale will appear in the land register or record of the Land Registry to facilitate the orderly conduct of land transactions and to provide the most up-to-date information to searchers.

Marking Scheme

Tender for Yuen Long Town Lot No. 545 (“the Lot”)

Section 1

1.1 The Government will use this Marking Scheme to consider tenders received. Tenders will score marks on the basis of the merits of their-

- (a) technical proposals as set out in the Non-Premium Submission; and
- (b) premium offer as set out in the Premium Submission.

1.2 The tender evaluation procedure includes the following four stages-

(a) *Stage 1 Assessment – Completeness Checking of Non-Premium Submission*

Each Non-Premium Submission will be checked to see whether all the documents as required in Requirements of Non-Premium Submission at Annex I to this Tender Notice have been submitted. A tender may not be considered further if any document as required in Requirements of Non-Premium Submission at Annex I to this Tender Notice has not been submitted in the Non-Premium Submission.

(b) *Stage 2 Assessment – Technical Assessment*

Each Non-Premium Submission which has passed Stage 1 Assessment will be assessed according to the assessment criteria as set out in Section 3 of this Marking Scheme. Stage 2 Assessment will be conducted by an assessment panel set up under the Development Bureau (“Assessment Panel”). The overall technical mark of the Non-Premium Submission will be the sum of marks awarded under all the assessment criteria in Section 3 of this Marking Scheme. The overall technical score will carry a weighting of 70%. Upon completion of Stage 2 Assessment, a weighted technical score for each tender which has passed Stage 1 Assessment will be calculated as follows –

$\begin{array}{l} \text{Weighted} \\ \text{technical} \\ \text{score} \end{array} = 70 \times \frac{\text{Overall technical score of tender being considered}}{\text{Highest overall technical score among all conforming tenders}}$
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(c) *Stage 3 Assessment – Premium Submission Assessment*

Each tender that has passed Stage 2 Assessment will be checked to see whether the Premium Submission has complied with all requirements as set out in paragraph 3(a)(ii) of the Tender Notice. A tender that has passed Stage 2 Assessment will not be considered further if the Premium Submission has not complied with all the requirements.

Each tender that has passed the said checking will proceed to Stage 3 Assessment, which is to calculate the weighted land premium score based on the land premium offered for

the grant of the Lot, to be conducted by the Assessment Panel. The land premium score will carry a weighting of 30%. Upon completion of Stage 3 Assessment, the weighted land premium score for each tender will be calculated as follows –

$\text{Weighted land premium score} = 30 \times \frac{\text{Land premium offer of tender being considered}}{\text{Highest land premium offer among all conforming tenders}}$
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(d) Stage 4 Assessment – Calculation of Combined Score

On completion of Stage 3 Assessment, the weighted technical score and weighted land premium score of each conforming tender will be added together to give the combined score of the tender according to the following formula –

$\text{Combined score (max 100)} = \text{weighted technical score (max 70)} + \text{weighted land premium score (max 30)}$
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- 1.3 Without prejudice to the rights and powers of the Government, unless it is not in the public interest to do so, the tender with the highest combined score will normally be recommended for the award of the Lot. Nevertheless, the Government does not bind itself to accept the tender with the highest combined score or any tender submitted. For example, the Government may reject the tender with the highest combined score which in the opinion of the Government is unreasonable in terms of price.
- 1.4 All calculations of scores will be rounded to the nearest 2 decimal places at each stage of tender evaluation. In other words, figures with value at the third decimal place larger than or equal to 0.005 will be rounded up by adding 0.01 to the figures and curtailing the third decimal place onward, whereas figures with value at the third decimal place below 0.005 will be rounded down by curtailing the third decimal place onward without changing the value at the second decimal place.

Section 2 – Completeness Checking of Non-Premium Submission

- 2.1 A tenderer shall submit the documents set out in Annex I to this Tender Notice to provide evidence for and/or illustrate the proposals in the Non-Premium Submission. Tenderers who fail to submit the documents set out in Annex I to the Tender Notice may be disqualified and their tenders may not be further considered.
- 2.2 In the event that the proposals in the Non-Premium Submission are not accompanied by any or all of the required documents, the Government reserves the right to decide in its absolute discretion whether to request the missing document(s) and whether the tender may be considered further. If the Government decides to consider such tenders, the tenderers shall on request submit all or any documents to the Government within such time limit as it may specify.

Section 3 – Assessment Criteria of Stage 2 Assessment

3.1 At Stage 2 Assessment, marks will be given in accordance with the information provided in the Non-Premium Submission and any other information submitted in accordance with this Tender Notice.

The tenderer shall submit documentary evidence to substantiate, as far as possible, the information provided or claimed to be provided. The Government reserves the rights to request at any time the tenderer(s) to provide supplementary information/evidence further to the initial submission made by the tenderer(s). Any information which is not supported with documentary evidence to the satisfaction of the Government will not be considered and will be disregarded during the assessment of the Non-Premium Submission.

The overview of the technical assessment is as follows-

Section	Criteria	Assessment item	Maximum score	Passing mark
3A Overall development	(1)	Compressed building covenant period	10	-
3B Initiatives relating to Government Accommodation (“GA”)	(2)	Provision of the Designated Portion of the GA beyond 30%	5	-
	(3)	Design and layout of GA and ancillary facilities	20	10
	(4)	Assistance to brownfield operations in GA portion	20	
3C Initiatives to promote the development of industries	(5)	Experience in developing and/or operating multi-storey buildings for modern industries (“MSBs”)	15	-
	(6)	Pro-innovation proposals	20	-
	(7)	Proposals to improve environmental protection, social responsibility or governance (“ESG”)	10	-
Total maximum score			100	

The maximum score for sections 3A, 3B and 3C are 10, 45 and 45 respectively. Any tender with non-premium proposals that fails to meet the passing mark out of the total maximum scores of 40 under criteria (3) and (4) will not be further considered.

Section 3A – Overall development

3.2 Criterion (1) – Compressed building covenant period

The maximum score is 10. The tenderer must set out the proposed building covenant period under Special Condition No. (9) of the Conditions of Sale (i.e. number of months between the date of signing or execution of the Memorandum of Agreement and the date of an occupation permit under the Buildings Ordinance issued by the Building Authority) in column 2 of the table in Appendix A of this Marking Scheme. A building covenant period of not more than

60 calendar months is set for the Lot. This criterion seeks to encourage a schedule of development that is realistic and robust, while showing a good understanding of the nature of the project in providing the floor space needed to promote development of the logistics and/or vehicle repair and maintenance industries and accommodate brownfield operations displaced by Government projects expeditiously, based on the scoring scenarios below:

	Duration between the date of signing or execution of the Memorandum of Agreement and the date of an occupation permit under the Buildings Ordinance issued by the Building Authority	Marks
(i)	58 calendar months or more but less than or equal to 60 calendar months	0
(ii)	55 calendar months or more but less than 58 calendar months	2
(iii)	53 calendar months or more but less than 55 calendar months	4
(iv)	50 calendar months or more but less than 53 calendar months	6
(v)	48 calendar months or more but less than 50 calendar months	8
(vi)	Less than 48 calendar months	10

Note: The duration proposed should be an integer. Taking into account the importance of practicality of this component, a proposed building covenant period of 42 calendar months or less will be given no marks under this criterion. A proposed building covenant period of more than 60 calendar months does not comply with the Conditions of Sale and the tender will not be further considered. The building covenant period as set out in Column 2 of the table in Appendix A by the tenderer shall be incorporated into and form part of Special Conditions Nos. (4)(a)(i), (4)(a)(iii)(I), (9), (16)(a)(i), (37)(a)(ii), (39)(a)(i), (40)(a)(i) and (51)(a) of the Conditions of Sale upon acceptance of the tender submitted by him by the Government and the table will be annexed to the Conditions of Sale upon signing or execution of the Memorandum of Agreement.

Section 3B – Initiatives relating to GA

3.3 With the New Territories undergoing large-scale development, land occupiers currently running business activities (including logistics, low-density storage, recycling facilities, vehicle repairing and parking, rural workshops, etc.) therein are/will be displaced. As these business operations (commonly referred to as “brownfield operations”) contribute positively to Hong Kong’s economy and job market, there is a need to facilitate their relocation. With the development of MSBs, we see room to tap on the opportunity to provide the needed floor space for accommodating some of the displaced brownfield operations and further encourage their development and upgrading. The following criteria are devised with a view to recognising the non-premium contribution of the tenderers in helping to achieve the policy objective of enabling the relocation of brownfield operations to a more land-efficient and sustainable multi-storey setting.

3.4 Criterion (2) – Provision of the Designated Portion of GA beyond 30%

The maximum score is 5. The tenderer is required to hand over no less than 30% of the maximum gross floor area (“GFA”) permitted on the Lot to the Government in the form of a GA for accommodating brownfield operations displaced by Government projects (“the Designated Portion”). This criterion seeks to encourage further increase in GFA for the Designated Portion of GA under Special Condition No. (16)(a)(i)(I) of the Conditions of Sale for the said purpose. The tenderer must set out the minimum GFA for the provision of the

Designated Portion of GA in column 2 of the table in Appendix B of this Marking Scheme. Under this criterion, the GFA for the Designated Portion of GA proposed by the tenderers will be assessed and given a score, based on the scoring scenarios below-

	GFA allocated as the Designated Portion of GA	Marks
(i)	48,450 square metres	0
(ii)	More than 48,450 square metres but less than or equal to 51,680 square metres	1
(iii)	More than 51,680 square metres but less than or equal to 54,910 square metres	2
(iv)	More than 54,910 square metres but less than or equal to 58,140 square metres	3
(v)	More than 58,140 square metres but less than or equal to 61,370 square metres	4
(vi)	More than 61,370 square metres	5

Note: The GFA should be an integer. A proposal to allocate GFA of less than 48,450 square metres for the Designated Portion of GA does not comply with the Conditions of Sale and the tender will not be further considered. The minimum GFA for the provision of the Designated Portion of GA as set out in Column 2 of the table in Appendix B by the tenderer that is accepted by the Government shall be incorporated into and form part of Special Condition No. (16)(a)(i)(I) of the Conditions of Sale upon acceptance of the tender submitted by him by the Government and the table will be annexed to the Conditions of Sale upon signing or execution of the Memorandum of Agreement.

3.5 Criterion (3) – Design and layout of GA and its ancillary facilities

The maximum score is 20. Considering the array of businesses currently being undertaken by brownfield operators (*c.f.* paragraph 3.3), the design and layout of GA and its ancillary facilities should provide maximum flexibility to cater for the operational need of as many types of brownfield operations as possible, so as to allow the Government greater discretion in choosing the displaced brownfield operations to be relocated into GA.

This criterion seeks to recognise the tenderer’s initiative in adopting for GA and its ancillary facilities designs that enable flexibility, for example:

- (a) spacious layout with minimal columns;
- (b) higher headroom and floor loading capacity in addition to the minimum required in the Conditions of Sale; and/or
- (c) structures and utilities which can be adjusted easily to evolving needs.

The Non-Premium Submission should explain clearly, with the aid of concept or layout plan(s) and/or schedule(s) where appropriate, how the proposed designs could provide flexibility, and how the need(s) of specific brownfield operations can be catered for with such proposed designs. The concept or layout plan(s) and/or schedule(s) submitted shall form the basis of submission of the plans of the GA for written approval by the Secretary for Development under Special Condition No. (17) of the Conditions of Sale. This criterion will be assessed based on the merits of the Non-Premium Submission along the benchmark below:

Assessment		Marks
(i)	No effective and practical proposal with sufficient details is proposed.	0
(ii)	1 effective and practical proposal with sufficient details is proposed.	5
(iii)	2 effective and practical proposals with sufficient details are proposed.	10
(iv)	3 effective and practical proposals with sufficient details are proposed.	15
(v)	4 or more effective and practical proposals with sufficient details are proposed.	20

Any proposal which a tenderer will neither be capable of nor responsible for implementation will not be considered as effective and practical proposal.

3.6 Criterion (4) – Assistance to brownfield operations in GA portion

The maximum score is 20. It is the Government’s policy objective to accommodate some brownfield operations displaced by Government projects in the MSB with a view to facilitating upgrading of the operations. On top of Government’s initiative, this criterion seeks to encourage the tenderer to propose any possible assistance to be provided to brownfield operations to be accommodated in GA portion for the purpose of facilitating their adaptation to a multi-storey setting and upgrading of their operations, including but not limited to resources and workshops. For instance, the tenderer may propose and elaborate on providing brownfield operators with resources and training on how to upgrade their operations with automation and machineries, with a view to enhancing operational and cost efficiency. This criterion will be assessed based on the merits of the Non-Premium Submission along the benchmark below:

Assessment		Marks
(i)	No effective and practical measure with sufficient details has been put forth by the tenderer.	0
(ii)	The tenderer puts forth 1 effective and practical measure with sufficient details.	5
(iii)	The tenderer puts forth 2 effective and practical measures with sufficient details.	10
(iv)	The tenderer puts forth 3 effective and practical measures with sufficient details.	15
(v)	The tenderer puts forth 4 or more effective and practical measures with sufficient details.	20

Note 1: Proposal which a tenderer will neither be capable of nor responsible for implementation will not be considered as effective and practical proposal.

Note 2: Tenderers should propose proposals and explain clearly with sufficient details on what improvements/benefits/positive values their proposals can bring about as well as how

they are to be implemented to facilitate tender evaluation. Marks will not be given if the tenderers only propose a concept without sufficient details. The detail that shall be provided by the tenderers includes:

- If the suggestion is concerned with the provision of technology, system, tool and facility etc.: scope of the services involved, implementation timetables and details, specifications, catalogues, features, functions, coverage, locations, number of target beneficiaries etc. as appropriate;
- If the suggestion is concerned with a kind of measure, service, scheme and activity etc.: objective, scope of the services involved, implementation timetables and details, functions, frequency, duration, coverage, locations, number of target beneficiaries, the key personnel to deliver such measure, service, scheme and activity with details on his/her/their experience and/or qualifications etc. as appropriate.

Note 3: All proposals/measures accepted by the Government shall form part of the Service Deed. Any failure to perform such proposals under the Service Deed would be deemed to be a breach of the contractual obligation, and the Government would be entitled to take follow-up actions in accordance with the Service Deed/Form of Performance Guarantee.

Section 3C – Initiatives to promote the development of industries

3.7 Criterion (5) – Experience in developing and/or operating MSBs

The maximum score is 15. This criterion seeks to assess whether the tenderer has experience and expertise in the development and/or operation of MSBs and in the industry/industries the MSB is intending to serve (i.e. logistics and/or vehicle servicing and maintenance), including but not limited to practical experience in MSB projects. The assessment will be based on the aggregate number of years of experience in developing and/or operating MSB(s) and in the industry/industries the MSB is intending to serve in the past ten years immediately preceding ~~the 28th day of June 2024~~ the 21st day of March, 2025, supported by documentary proof to support the tenderers' claim of experience.

	Assessment	Marks
(i)	An aggregate number of less than 1 year's experience	0
(ii)	An aggregate number of 1 to less than 3 years' experience	3
(iii)	An aggregate number of 3 to less than 5 years' experience	6
(iv)	An aggregate number of 5 to less than 7 years' experience	9
(v)	An aggregate number of 7 to less than 9 years' experience	12
(vi)	An aggregate number of 9 years' experience or more	15

3.8 Criterion (6) – Pro-innovation proposals

The maximum score is 20. This criterion seeks to assess whether the development proposed by the tenderer offers pro-innovation proposals directly relevant to, effective and practical in facilitating the development of the logistics and/or vehicle repair and maintenance industries (operating at the major portion of the Lot excluding GA) as compared with the existing or conventional mode of operations of the relevant industries. Pro-innovation proposals may

include innovative / high productivity construction methods (for example Modular Integrated Construction) and technological means / arrangements / work process / solutions / equipment that can enhance the efficiency, effectiveness and productivity of the logistics and/or vehicle repair and maintenance industries. The emphasis is on the productivity and output-based service delivery of which the contributions should be visible, and preferably be quantifiable and measurable.

Proposals should bring all or some or any one of the improvements/positive values/benefits in terms of the following –

- (a) Higher land use efficiency in the Lot (e.g. level of product/service outputs per square metre of land used should increase as compared to conventional production process, and reduction of GFA needed for ancillary facilities);
- (b) Saving of manpower resources for operation in the Lot (e.g. automated system for loading and unloading of goods); and/or
- (c) Maximisation of development potential of the Lot by allowing mixed use of both logistics and vehicle repair and maintenance uses in the major portion of the Lot, and a variety of uses in GA portion.

	Number of proposals	Marks
(i)	No effective and practical pro-innovation proposal is proposed.	0
(ii)	1 effective and practical pro-innovation proposal is proposed.	2
(iii)	2 effective and practical pro-innovation proposals are proposed.	4
(iv)	3 effective and practical pro-innovation proposals are proposed.	6
(v)	4 effective and practical pro-innovation proposals are proposed.	8
(vi)	5 effective and practical pro-innovation proposals are proposed.	10
(vii)	6 effective and practical pro-innovation proposals are proposed.	12
(viii)	7 effective and practical pro-innovation proposals are proposed.	14
(ix)	8 effective and practical pro-innovation proposals are proposed	16
(x)	9 effective and practical pro-innovation proposals are proposed	18
(xi)	10 or more effective and practical pro-innovation proposals are proposed.	20

Note 1: Proposal which a tenderer will neither be capable of nor responsible for implementation will not be considered as effective and practical proposal.

Note 2: Tenderers should propose proposals and explain clearly with sufficient details on what improvements/benefits/positive values their proposals can bring about as well as how they are to be implemented to facilitate tender evaluation, and the differences/improvements these proposals will bring about as compared to the conventional mode of operations. Marks will not be given if the tenderers only propose a concept without sufficient details. The detail that shall be provided by the tenderers includes-

- If the suggestion is concerned with a kind of technology, system, tool and facility etc.: scope of the services involved, implementation timetables and details,

specifications, catalogues, features, functions, coverage, locations etc. as appropriate;

- If the suggestion is concerned with a kind of measure, service, scheme and activity etc.: objective, scope of the services involved, implementation timetables and details, functions, frequency, duration, coverage, locations, number of target beneficiaries, the key personnel to deliver such measure, service, scheme and activity with details on his/her/their experience and/or qualifications etc. as appropriate; and
- If the suggestion is related to manpower: objective, scope of the duties involved, implementation details, work shifts, posts, recruitment method, means to approach the target candidates, frequency, duration, coverage, locations etc. as appropriate.

Note 3: All proposals/measures accepted by the Government shall form part of the Service Deed. Any failure to perform such proposals under the Service Deed would be deemed to be a breach of the contractual obligation, and the Government would be entitled to take follow-up actions in accordance with the Service Deed/Form of Performance Guarantee.

3.9 Criterion (7) – Proposals to improve ESG

The maximum score is 10. This criterion seeks to encourage a development that is conducive to or promotes-

- (a) environmental protection (e.g. use of renewable energy in executing the project);
- (b) social responsibility (e.g. employment of people with disabilities); and/or
- (c) governance.

The merits of each of the Non-Premium Submission received will be assessed along the benchmark below:

Assessment		Marks
(i)	No effective and practical ESG proposal has been put forth by the tenderer.	0
(ii)	The tenderer puts forth 1 effective and practical ESG proposal.	2
(iii)	The tenderer puts forth 2 effective and practical ESG proposals.	4
(iv)	The tenderer puts forth 3 effective and practical ESG proposals.	6
(v)	The tenderer puts forth 4 effective and practical ESG proposals.	8
(vi)	The tenderer puts forth 5 effective and practical ESG proposals.	10

Notes 1 to 3 under Criterion (6) are also applicable to this criteria.

Appendices to Annex II to the Tender Notice

Appendix A

Form of Tenderer's Proposal – Building Covenant Period

Important note:

1. Please also refer to paragraph 3.2 of the Marking Scheme when completing this Appendix A.
2. The figure to be provided in Column 2 must be an integer and must not be more than 60 calendar months.

The building covenant period under Special Condition No. (9) of the Conditions of Sale (i.e. number of calendar months between the date of signing or execution of the Memorandum of Agreement and the date of an occupation permit under the Buildings Ordinance issued by the Building Authority) is as follows -

Column 1	Column 2
Duration between the date of signing or execution of the Memorandum of Agreement and the date of an occupation permit under the Buildings Ordinance issued by the Building Authority	Within _____ calendar months from the date of signing or execution of the Memorandum of Agreement

The building covenant period as set out in Column 2 of the table in this Appendix A by the tenderer that is accepted by the Government shall be incorporated into and form part of Special Conditions Nos. (4)(a)(i), (4)(a)(iii)(I), (9), (16)(a)(i), (37)(a)(ii), (39)(a)(i), (40)(a)(i) and (51)(a) of the Conditions of Sale upon acceptance of the tender submitted by him by the Government and the table will be annexed to the Conditions of Sale upon signing or execution of the Memorandum of Agreement.

Form of Tenderer's Proposal - Gross Floor Area for the Designated Portion of the Government Accommodation

Important note:

1. Please also refer to paragraph 3.4 of the Marking Scheme when completing this Appendix B.
2. The figure to be provided in Column 2 must be an integer and must not be less than 48,450 square metres.

The Gross Floor Area for the Designated Portion of GA to be provided under Special Condition No. (16)(a)(i)(I) of the Conditions of Sale is as follows -

Column 1	Column 2
Gross Floor Area for the Designated Portion of GA	_____square metres

The minimum GFA for the provision of the Designated Portion of the GA as set out in Column 2 of the table in this Appendix B by the tenderer that is accepted by the Government shall be incorporated into and form part of Special Condition No. (16)(a)(i)(I) of the Conditions of Sale upon acceptance of the tender submitted by him by the Government and the table will be annexed to the Conditions of Sale upon signing or execution of the Memorandum of Agreement.