Hong Kong-Shenzhen Innovation and Technology Park Limited

Tender Document

< Commercial Letting – Shop G05 on G/F & Shop M02 on M/F, Building 11 in Hong Kong-Shenzhen Innovation and Technology Park >

Tender Reference:

LO-25-01-19

Tender Submission Period:

21 July 2025
09:00 am to 05:00 pm (HKSAR)

Tender Closing Date:

21 July 2025
05:00pm (HKSAR)

IMPORTANT NOTICE

This tender document is issued by Hong Kong-Shenzhen Innovation and Technology Park Limited ("**HSITPL**") and contains confidential information regarding the potential tenancies by HSITPL as detailed in this tender document. The purpose of this tender document is to identify potential tenants. All information supplied by HSITPL in connection with this tender document shall be treated as confidential and strictly for the use by the recipients in response to this tender document only.

In consideration of receiving this tender document, the recipients agree and acknowledge that the tender document and any other information that may be provided to the recipients by or on behalf of HSITPL will be maintained in strict confidence and will not be disclosed to any third party. In particular, your attention is drawn to the fact that your receipt of this tender document and any discussions relating to its contents must be kept confidential at all times.

Please note that this is not an offer and it is only an invitation to interested parties to submit tenders to HSITPL for consideration.

PART I: Terms of Tender

1. General

a) Recipients (each a "**Tenderer**") are invited to submit tenders for <Commercial Letting – Shop G05 on G/F & Shop M02 on M/F, Building 11 in Hong Kong-Shenzhen Innovation and Technology Park> in accordance with the requirements of this Invitation to Tender ("**Tender Documents**"), in particular, Submission Requirements as set out in Part II of this Invitation to Tender.

b) All information provided by Hong Kong-Shenzhen Innovation and Technology Park Limited ("**HSITPL**") or any other representatives or agents of HSITPL for the purpose of inviting a tender in response to the Tender Documents (the "**Tender**") shall be treated as private and strictly confidential and must not be disclosed or transferred to any other party without the prior written permission of HSITPL. The information provided in the Tender Documents is strictly for the use by the Tenderers in response to this Invitation to Tender only. Confidentiality must be maintained by all Tenderers even after the appointment of the successful Tenderer (i.e. the "**Tenant**").

c) All cost and expenses incurred by the Tenderer in preparing a Tender shall be entirely borne by the Tenderer.

d) HSITPL reserves the right at its sole and absolute discretion to modify, amend, revise or cancel this Invitation to Tender without any liability for any cost, expenses and/or losses whatsoever which may be incurred by the Tenderers.

e) Tenders may not be considered if false or incorrect information is provided by the Tenderer.

f) This Invitation to Tender is merely an invitation and shall not in any way be construed as an offer by HSITPL nor constitute a contractual relationship between HSITPL and the Tenderers.

2. Accuracy and Validity of Offered Prices

a) Tenderers shall ensure that all information (including quoted prices) in the Tenders is accurate. Under no circumstances will HSITPL accept any request to amend or revise or modify any information (including price) in the Tender.

b) Tenderers are requested to submit its price proposal in Hong Kong Dollars. All Tenders shall be valid for a period of six (6) months from the Tender Closing Date (the "**Tender Validity Period**"). The Tenderer agrees that, shall HSITPL so request in writing, the Tenderer shall abide by this Invitation to Tender for a further three (3) months, and the Tender may be accepted by HSITPL at any time before the expiration of this extended period. If an award cannot be made within the Tender Validity Period (or extended Tender Validity Period), a request may be made to some or all of the Tenderers to further extend the Tender Validity Period, at which time they may elect to extend or withdraw their Tender or may agree a further extended Tender Validity Period with HSITPL in writing.

c) Each and every Tender shall constitute an unconditional and irrevocable offer from the Tenderer capable of being accepted by HSITPL on the terms and conditions contained in the Tender Documents.

3. Tender Enquiries, Requests for Clarifications and Addenda

a) All enquiries or requests for clarifications relating to the Tender Documents shall be submitted in writing at least one week before the Tender Closing Date to:

<Ms. Cici Tse - Manager, Leasing, Leasing & Operations Division>
Email: <cici.tse@hsitp.org>
Telephone No.: <(852) 2629 6838>

The Tenderer shall state in the email subject heading "Tender Enquiry - Commercial Letting – Shop G05 on G/F & Shop M02 on M/F, Building 11 in Hong Kong-Shenzhen Innovation and Technology Park (Ref. No. LO-25-01-19)" and provide full contact details in the email message.

b) Should HSITPL wish to clarify the Tender Documents in response to any enquiries or requests for clarifications, such clarifications will be made in writing and sent to all Tenderers by email. Such emails containing the Tenderer's enquiries or requests for clarifications and HSITPL's answers will be bound in with, and shall become part of, the documents forming the contract for the appointment of the selected Tenderer (the "**Contract**"). Save as aforesaid and unless otherwise expressly stated by HSITPL, any other statement, whether oral or writing, made and any action taken by HSITPL or its consultants or any of their officers in response to any query made by a Tenderer is for guidance and reference purposes only and will not be deemed to form part of the Tender or Contract or in any way alter, negate, waive or otherwise vary any of the terms and conditions contained in the Tender Documents.

c) Prior to the Tender Closing Date (which may be extended in accordance with the terms of the Tender Documents), addenda (each, an "**Addendum**") may be issued to clarify or modify the Tender Documents. A copy of each Addendum will be issued to every Tenderer via email and shall become a part of the Tender Documents.

4. Submission of Tender

a) The deadline for submitting a Tender ("**Tender Closing Deadline**") is 5:00 p.m. on 21 July 2025 (the "**Tender Closing Date**").

b) Tenderers shall follow **a two-envelope system**, as set out below, in submitting their Tenders:

(i) <Technical Proposal>

The front cover of the Technical Proposal envelope shall be clearly marked with the subject of the Tender and the tender reference:

<"Technical Proposal: Commercial Letting – Shop G05 on G/F & Shop M02 on M/F, Building 11 in Hong Kong-Shenzhen Innovation and Technology Park (Ref. No. LO-25-01-19)">

And the Tenderer's company name

(ii) <Price Proposal>

The front cover of the Price Proposal envelope shall be clearly marked with the subject of the Tender and the tender reference:

<"Price Proposal: Commercial Letting – Shop G05 on G/F & Shop M02 on M/F, Building 11 in Hong Kong-Shenzhen Innovation and Technology Park (Ref. No. LO-25-01-19)">

And the Tenderer's company name

c) Tenderers shall ensure that their Technical Proposal and Price Proposal are prepared in accordance with the Submission Requirements provided in the Tender Documents.

d) The Tenderers shall submit their Technical Proposal and Price Proposal separately in 2 sealed envelopes from 9:00 a.m. to 5:00 p.m. on the Tender Closing Date in the tender box located at:

Hong Kong-Shenzhen Innovation and Technology Park Limited
Unit 710, 8 Science Park West Avenue, Hong Kong Science Park.

Attention: Procurement Department (Tender Box)

e) HSITPL reserves the right to disqualify any Tenderer if price information is disclosed in the Technical Proposal.

f) Any late submissions or Tenders not submitted in accordance with the provisions in Clauses 4b) to e) above will not be accepted.

g) In the event that typhoon signal no. 8 or above or a black rainstorm warning is hoisted between 9:00 a.m. and 5:00 p.m. (Hong Kong Time) on the Tender Closing Date, the Tender Closing Deadline will be extended to 12:00 noon (Hong Kong Time) on the next working day (Monday to Friday, except public holidays).

h) Tenderers may be required to make a formal presentation at its own cost of their Tenders in the week of 28 July 2025 (tentative date). HSITPL shall advise the exact time, date and issue formal invitation to the Tenderers.

i) Each Tender shall be used to tender for one commercial premises only. For Tenderers who wish to bid for more than one premises under this Tender, they are required to complete and submit a separate tender for each commercial premises.

j) All submitted documents and materials will not be returned to the Tenderers regardless of the results of the Tenders and all the said materials will become the property of HSITPL.

5. Assessment Criteria

a) All Tenderers shall be evaluated according to the following criteria:

- 50 % Technical Proposal
- 50 % Price Proposal

As a prerequisite, all terms as set out in the Submission Requirements in the Tender Documents must be fulfilled before the Tender will be evaluated. Tenders which fail to comply with any of such terms will not be considered any further.

Tenders which comply with all the terms as set out in the Submission Requirements will be evaluated based on the following non-exhaustive criteria (which are not ranked in any order of importance). Assessments will be based on all materials of the submitted Tender and any presentation or demonstration given by the Tenderer.

An assessment panel shall be formed by HSITPL to evaluate all Tenders received by HSITPL. HSITPL shall evaluate the Tenders in strict confidence.

b) Part I: Technical Assessment

(i) Mandatory Assessment Criteria for the Technical Proposal submitted

All Technical Proposals submitted will be checked to confirm whether all the documents and information required in the Tender Documents have been submitted and, whether the requirements in the Tender Documents have been complied with. Any Technical Proposals submitted which are not in conformity with any of the requirements contained in Tender Schedule 6 will not be considered by HSITPL.

(ii) Technical Score shall be assessed by the Tender Assessment Panel members.

Assessment of the Technical Proposal		Marks
A. Proposals that can satisfy the requirement of tenants or users in Hong Kong-Shenzhen Innovation and Technology Park (the "**Park**")	<u>1. Job Reference</u> • Provide reference(s) for job experience(s) of operational experience for similar scale project according to their customer profile of past job experience <u>2. Company Background</u> • Company profile & brand reputation (including organization chart, award & recognition, etc.) <u>3. Cuisine/Product Menu (excluding Beverage & Dessert)</u> • Details of the cuisine/product menu will be provided in the Park (excluding beverage & dessert, if any) <u>4. Price level/range for breakfast, lunch and dinner (if any) or products</u> <u>5. Hygiene Maintenance Plan</u> • Proposal A1: Guidelines to staff on food hygiene (if any)/shop hygiene including food handling (if any), food safety (if any), kitchen hygiene (if any), seating area hygiene (if any) from the commencement of the tenancy under the Tenancy Agreement; • Proposal A2: Monitoring system to ensure the staff's compliance; • Proposal A3: Training and refresher programmes	40
B. Proposed operational model, design and investment	<u>1. Catering Services (if any) and Operational Plan</u> • Proposal B1.1: Catering services (if any) / Services in operating the restaurant/shop • Proposal B1.2: Staff deployment in operating the restaurant/shop • Proposal B1.3: Promotion scheme for the Park <u>2. Shop Design and Investment</u> • Proposal B2.1: Design Concept & Layout Plan with drawings (including but not limited to kitchen, sitting area, and equipment list) • Proposal B2.2: Shopfront 3D rendering and/or reference photos • Proposal B2.3: Investment for the restaurant/shop (including but not limited to equipment list, brand identity, customer experience)	40

C. ESG measures, technology or smart solutions	1. ESG measures on positive values/benefits to the Park and/or the society of Hong Kong 2. Technology or smart solutions • e.g. Table reservation, queuing through client mobile, web application, ordering through client mobile, cashless payment system etc.	20
	Technical Mark	A+B+C=100

(iii) The maximum total Technical Mark to be scored on assessment of the Technical Proposal is 100. If the Technical Proposal fails to meet the Technical Passing Mark (i.e. 70 out of full marks of 100), the Tenderer will be disqualified. Only if the Technical Mark is equal to or greater than 70, the Tenderer is qualified for calculation of Weighted Technical Score by reference to the formula below.

Formula:

$$\text{Weighted Technical Score} = \frac{\text{Technical Mark of a particular Technical Proposal x Technical Weighting}}{\text{Highest Technical Mark amongst all the Technical Proposals}}$$

Example:

There are 4 tenderers, and the assessment of the Technical Mark of the Technical Proposals is carried out according to the established scoring system. With the maximum Technical Mark being 100, the Technical Marks of the 4 tenderers are 90, 80, 70 and 60 respectively. As the Technical Passing Mark is equal to or greater than 70, only three tenderers are qualified. The Weighted Technical Score is calculated based on the above formula, as shown in the following table:

Tenderer	Technical Mark	Status	Formula	Weighted Technical Score
A	90	Qualified	$\frac{90 \text{ x } 50}{90}$	50
B	80	Qualified	$\frac{80 \text{ x } 50}{90}$	44.44
C	70	Qualified	$\frac{70 \text{ x } 50}{90}$	38.88
D	60	Disqualified	N/A	

c) Part II: Price Assessment

(i) Tenderer should submit a list of detailed item breakdown with the Estimated Renovation Cost as set out in Tender Schedule 4. HSITPL reserves the right to disqualify any Tenderer if the Estimated Renovation Cost of the Premises is higher than HSITPL's estimation (which shall be determined at HSITPL's sole and final discretion).

(ii) The Estimated Renovation Cost shall be vetted by a quantity surveyor specified by HSITPL. The quantity surveyor may verify the amount of the Estimated Renovation Cost based on the design proposal.

(iii) Upon award of the Tender, HSITPL (the "**Landlord**") agrees to provide, inter alia, the installation of kitchen, sitting area and equipment to the Tenant in the Landlord's standard quantities as referenced in the Tenant's design proposal.

(iv) The Price Schedule should state the Full Term Rental and the Estimated Renovation Cost of the Premises. HSITPL shall determine an Integrated Value for each Tender by the following formula:

$$\text{Integrated Value} = \text{Full Term Rental} - \text{Estimated Renovation Cost}$$

<table>
<tr><th>Scenario</th><th>Assessment Criteria</th></tr>
<tr><td><u>Scenario A</u>

If the Integrated Value of all Tenders are positive</td><td>
Assess the Weighted Price Score and thereafter the Overall Score of each Tender based on the following formulae:

1. Weighted Price Score
$$= \frac{\text{Integrated Value of a particular Tender x Price Weighting}}{\text{Highest Integrated Value among all the Tenders who passed the technical assessment}}$$

2. Overall Score = Weighted Technical Score + Weighted Price Score

Example:

After the technical assessment, there are 3 tenderers who can proceed to the price assessment. The Weighted Price Score is calculated based on the above formula, as shown in the following table:

<table>
<tr><th>Tenderer</th><th>Full Term Rental</th><th>Estimated Renovation Cost</th><th>Integrated Value</th><th>Formula</th><th>Weighted Price Score</th></tr>
<tr><td>A</td><td>$1,800,000</td><td>$1,000,000</td><td>$800,000</td><td>$\frac{800{,}000\ x\ 50}{800{,}000}$</td><td>50</td></tr>
<tr><td>B</td><td>$1,300,000</td><td>$900,000</td><td>$400,000</td><td>$\frac{400{,}000\ x\ 50}{800{,}000}$</td><td>25</td></tr>
<tr><td>C</td><td>$1,100,000</td><td>$950,000</td><td>$150,000</td><td>$\frac{150{,}000\ x\ 50}{800{,}000}$</td><td>9.38</td></tr>
</table>
</td></tr>
<tr><td><u>Scenario B</u>

If the Integrated Value of all Tenders are negative</td><td>
Assess the Weighted Price Score and thereafter the Overall Score of each Tender based on the following formulae:

1. Weighted Price Score
$$= \frac{\text{Highest Integrated Value among all the Tenders who passed the technical assessment x Price Weighting}}{\text{Integrated Value of a particular Tender}}$$

2. Overall Score = Weighted Technical Score + Weighted Price Score
</td></tr>
</table>

Example:

After the technical assessment, there are 3 tenderers who can proceed to the price assessment, The Weighted Price Score is calculated based on the above formula, as shown in the following table:

Tenderer	Full Term Rental	Estimated Renovation Cost	Integrated Value	Formula	Weighted Price Score
A	$1,100,000	$5,100,000	-$4,000,000	$\frac{(-4{,}000{,}000)\ x\ 50}{(-4{,}000{,}000)}$	50
B	$500,000	$6,000,000	-$5,500,000	$\frac{(-4{,}000{,}000)\ x\ 50}{(-5{,}500{,}000)}$	36.36
C	$0	$6,500,000	-$6,500,000	$\frac{(-4{,}000{,}000)\ x\ 50}{(-6{,}500{,}000)}$	30.79

<u>Scenario C</u>

When the Integrated Value of all the Tenders comprise positive and negative values and zero

Only tender(s) with positive Integrated Value shall be considered.

Assess the Weighted Price Score and thereafter the Overall Score of each Tender based on the following formulae:

1. Weighted Price Score

$$= \frac{\text{Integrated Value of a particular Tender x Price Weighting}}{\text{Highest Integrated Value among all the Tenders who passed the technical assessment}}$$

2. Overall Score = Weighted Technical Score + Weighted Price Score

Example:

After the technical assessment, there are 3 tenderers who can proceed to the price assessment. If the Integrated Value is zero or of negative value, such tender shall be disqualified. The Weighted Price Score is calculated based on the above formula, as shown in the following table:

Tenderer	Full Term Rental	Estimated Renovation Cost	Integrated Value	Formula	Weighted Price Score
A	$1,800,000	$1,000,000	$800,000	$\frac{800{,}000\ x\ 50}{800{,}000}$	50
B	$2,000,000	$2,000,000	$0	Disqualified	
C	$0	$6,500,000	-$6,500,000	Disqualified	

d) Same Overall Score after Technical & Price Assessment

A new Restricted Tender will be issued to the Tenderers with the same overall score. Details of the assessment of such Price Proposal will be set out in the Restricted Tender; the assessment criteria will be same as Clauses 5a) to c) above.

6. Acceptance / Rejection of Tender

a) HSITPL is not bound to accept the Tender which is the lowest price and/or has the highest overall score and reserves the right in its absolute discretion to decline any offer or cancel this Invitation to Tender at any time without any obligation to explain its decision.

b) HSITPL may, at its sole discretion, accept all or any terms proposed by the Tenderer in the Tender.

c) HSITPL shall not be responsible for or liable to any Tenderer for any cost and/or expense and/or disbursements incurred by the Tenderers in preparing the Tender and/or any presentation or demonstration given by the Tenderer.

7. Negotiation

HSITPL reserves the right to negotiate the terms proposed in the Tender with any Tenderer.

8. Acceptance Notification

a) The successful Tenderer shall receive a Letter of Acceptance issued by HSITPL within the Tender Validity Period. The successful Tenderer shall undertake to execute a formal tenancy agreement with HSITPL, a proforma of which is enclosed with this Tender Document.

b) Tenderer(s) who do not receive any notification within the Tender Validity Period shall assume that their Tenders have not been accepted.

9. Cancellation of Invitation to Tender

Where there are changes in requirements after the Tender Closing Date for operational or whatever reasons, HSITPL is not bound to accept any conforming Tender and reserves the right to cancel this Invitation to Tender and/or re-issue a new invitation to tender on such other terms and conditions as HSITPL deems fit.

10. Intellectual Property Rights

By submitting the Tender, the Tenderer represents and warrants to HSITPL that none of the information or ideas in the Tender infringes the copyright, trade secrets, or intellectual property rights of any third party, and the Tenderer is deemed to have agreed to indemnify HSITPL against all costs, claims, demands, expenses and liabilities that may be incurred by HSITPL as a result of or in connection with any claim that any information or ideas provided or submitted by the Tenderer infringes the copyright, trade secrets or intellectual property rights of any third party.

11. Offering Gratuities

A Tenderer shall not, and shall procure that its directors, employees, agents involved in preparing the Tender shall not offer any financial or other advantage or benefit to any director or employee of HSITPL, or engage in any activity, practice or conduct which would be in violation of any applicable anti-bribery laws or regulations in connection with the Tender Documents and any matter contemplated herein.

Tenderers are warned that offering or giving any gratuity, bonus, discount, bribe, loan or any other gift or consideration as an inducement or reward to any employee or agent of HSITPL in relation to this Invitation to Tender may constitute an offence contrary to the Prevention of Bribery Ordinance (Cap. 201), and that if any Tenderer is found to have made such an offer, HSITPL shall be at liberty to cancel his Tender or terminate the Contract and shall hold such Tenderer liable for any losses or damages which HSITPL may

suffer.

12. Non-collusion

As part of its Tender, the Tenderer shall submit to HSITPL a duly signed declaration form regarding its compliance with non-collusion requirements in the form set out in Tender Schedule 2 ("**Non-collusive Tendering Certificate**"). If the Tenderer does not submit a duly signed Non-collusive Tendering Certificate to HSITPL, its Tender may be invalidated. If a Tenderer is selected, the Contract will be entered into in reliance of the statements made by such Tenderer in, and conditional upon the effectiveness and veracity of, the Non-collusive Tendering Certificate.

The Tenderer must ensure that the Tender is prepared without any agreement, arrangement, communication, understanding, promise or undertaking with any other person (except as provided in paragraph 3 of the Non-collusive Tendering Certificate in Tender Schedule 2), including regarding price, any adjustment in price, submission procedure of the Tender or any terms of the Tender. In the event that there is any breach of this clause or any breach of, or any misrepresentation made in respect of, the Non-collusive Tendering Certificate by any Tenderer, HSITPL may, without limiting HSITPL's rights and remedies herein or at law, reject its Tender or terminate the Contract with the selected Tenderer and seek damages.

All anti-competitive practices are strictly prohibited and the Tenderer's attention is drawn to its obligations under the Competition Ordinance (Cap. 619).

PART II: Submission Requirements

The Tenderer is required to return a complete set of the following documents to HSITPL before the Tender Closing Date.

Price Proposal		Tender Schedule No.
1.	Price Schedule	4

Technical Proposal		Tender Schedule No.
1.	Tender Submission Information	1
2.	Non-collusive Tendering Certificate	2
3.	Form of Tender	3
4.	Requirement Specifications	5
5.	Proposed Solution for Tender	6

Number of documents required:

a) 2 sets of the "Technical Proposal" in hard copies; and

b) 1 set of the "Price Proposal", i.e. the Price Schedule (Tender Schedule 4), in hard copy.

Tender Schedule 1: Tender Submission Information

To: Hong Kong-Shenzhen Innovation and Technology Park Limited ("HSITPL")

Dear Sir / Madam,

"Commercial Letting – Shop G05 on G/F & Shop M02 on M/F, Building 11 in Hong Kong-Shenzhen Innovation and Technology Park (Ref. no. LO-25-01-19)"

We provide the below contact information for this tender:

Representative:	
Job Title:	
Contact Phone Number:	(Office)
	(Mobile)
Contact Email:	

Tender Schedule 2: Non-collusive Tendering Certificate

To: Hong Kong-Shenzhen Innovation and Technology Park Limited ("HSITPL")

Dear Sir / Madam,

Non-collusive Tendering Certificate for
"Commercial Letting – Shop G05 on G/F & Shop M02 on M/F, Building 11 in Hong Kong-Shenzhen Innovation and Technology Park (Ref. no. LO-25-01-19)"

1. We, _____ of
(name(s) of the Tenderer(s))

_____
(address(es) of the Tenderer(s))

refer to the tender for the Agreement (the "**Tender**") and our bid in relation to the Tender.

Non-collusion

2. We represent and warrant that in relation to the Tender:

a) Our bid was developed genuinely, independently and made with the intention to accept the Agreement if awarded;

b) Our bid 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, a bid;

(iv) an intention or decision to withdraw a bid;

(v) the submission of a bid that does not conform with the requirements of the Tender;

(vi) the quality, quantity, specifications or delivery particulars of the products or services to which the Tender relates; and

(vii) the terms of the bid,

and we undertake that we will not, prior to the award of the Agreement, 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) HSITPL;

b) a joint venture partner, where joint venture arrangements relevant to the bid exist and which are notified to HSITPL;

c) 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) 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 the 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; and

f) banks for the purpose of obtaining financing for the Agreement, provided that the communications are held in strict confidence and limited to the information required to facilitate that financing.

Consequences of breach or non-compliance

4. We understand that in the event of any breach or non-compliance with any warranties or undertakings in this certificate, HSITPL may, at its discretion, invalidate our bid, exclude us in future tenders, pursue damages or other forms of redress from us (including but not limited to damages for delay, costs and expenses of re-tendering and other costs incurred), and/or (in the event that we are awarded the Agreement) terminate the Agreement.

5. Under the Competition Ordinance, bid-rigging is serious anti-competitive conduct. We understand that HSITPL 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 our bid and our personal information.

For and on behalf of: _____
(Company Name)

Signature with Company Chop: _____
(Authorized Signature)

Name & Position: _____

Date: _____

Additional signature blocks will need to be used where the Tenderer is comprised of multiple parties.

Tender Schedule 3: Form of Tender

To: Hong Kong-Shenzhen Innovation and Technology Park Limited ("HSITPL")

Dear Sir / Madam,

"Commercial Letting – Shop G05 on G/F & Shop M02 on M/F, Building 11 in Hong Kong-Shenzhen Innovation and Technology Park (Ref. no. LO-25-01-19)"

1. We undertake that if our Tender is accepted, to commence the services and complete and deliver the services within the times stated in the Tender Document.

2. We agree that this Tender shall be valid for a period of six (6) months from the Tender Closing Date specified in the Tender Documents. We agree that, shall HSITPL so request in writing, we shall abide by this Invitation to Tender for a further three (3) months, and the Tender may be accepted by HSITPL at any time before the expiration of this extended period. If an award cannot be made within the Tender Validity Period (or extended Tender Validity Period), a request may be made to some or all of the Tenderers to further extend the Tender Validity Period, at which time they may elect to extend or withdraw their Tender or may agree a further extended Tender Validity Period with HSITPL in writing.

3. We confirm that this Tender has taken into consideration all tender addenda issued to us (if any) prior to the date hereof.

4. Unless and until a formal tenancy agreement is prepared and executed by HSITPL and us (the "**Tenancy Agreement**"), this Tender, together with your written acceptance thereof, shall constitute a binding agreement between us. The Tender shall always form part of the binding agreement between HSITPL and us, while the order of precedence will be lower than the Tenancy Agreement. We undertake to abide by the terms of the Tenancy Agreement enclosed with the Tender Documents in the event that our proposed revisions (if any) to the Tenancy Agreement are not accepted by HSITPL.

5. We understand and agree that HSITPL is not bound to accept the lowest or any tender you may receive.

6. We understand and agree that HSITPL is not responsible for any cost or expense incurred for and in connection with preparing the Tender and/or any presentation or demonstration given by us.

7. We confirm that we are not subject to any actual or potential conflict of interest save to the extent already expressly disclosed by us to HSITPL and we undertake to notify HSITPL immediately shall any conflict arise.

For and on behalf of: _____
(Company Name)

Signature with Company Chop: _____
(Authorized Signature)

Name & Position: _____

Date: _____

Additional signature blocks will need to be used where the Tenderer is comprised of multiple parties.

Tender Schedule 4: Price Schedule

To: Hong Kong-Shenzhen Innovation and Technology Park Limited ("HSITPL")

Dear Sir / Madam,

"Commercial Letting – Shop G05 on G/F & Shop M02 on M/F, Building 11 in Hong Kong-Shenzhen Innovation and Technology Park (Ref. no. LO-25-01-19)"

1. The quotation shall be valid for six (6) months from the Tender Closing Date specified in the Tender Documents.
2. The price indicated in the tables below covers all the items specified in the Requirement Specifications of the Tender Documents.
3. HSITPL reserves the right to disqualify any Tenderer if the Estimated Renovation Cost of the Premises is higher than HSITPL's estimation (which shall be determined at HSITPL's sole and final discretion).
4. Upon award of the Tender, HSITPL agrees to provide, inter alia, the installation of kitchen, sitting area and equipment to the successful Tenderer in HSITPL's standard quantities as referenced in the Tenant's design proposal.
5. HSITPL reserves the right to modify, amend or revise any requirements and/or terms and conditions stated in the Tender Documents.

TERM OF TENANCY AND DATE OF COMMENCEMENT	MONTHLY RENT (exclusive of Government rent and rates, management fees, municipal solid waste charge, charges and any other outgoings whatsoever) (HK$)	PURPOSE FOR WHICH THE PREMISES ARE USED	ESTIMATED RENOVATION COST OF THE PREMISES (HK$)
Three years commencing on a date to be specified by HSITPL	HK$ _____ per month **(Note: Turnover rent is not acceptable)**	Proposed Trade: _____	HK$ _____ (Note: Please submit a list of detailed item breakdown with the Price Schedule, the amount herein should be the **same as** the total amount of such list.)

Full Term Rental = HK$[monthly rent] x 36 = HK$[ ]

Tenderer should submit a list of detailed item breakdown of estimated renovation cost of the Premises. Below is a sample of such list:

Items	Quantity	Unit Rate (if applicable)	Sub-total
…	…	…	Quantity x Unit Rate (if applicable)
…	…	…	Quantity x Unit Rate (if applicable)
…	…	…	Quantity x Unit Rate (if applicable)
		Total	…

Acceptance of this offer shall be evidenced by the issuance of a Letter of Acceptance by HSITPL or the execution of a Tenancy Agreement by HSITPL and us.

_____

Authorised Signature (with company chop)

Name & Position: _____

Company Name: _____

Date: _____

Tender Schedule 5: Requirement Specifications

To: Hong Kong-Shenzhen Innovation and Technology Park Limited ("HSITPL")

"Commercial Letting – Shop G05 on G/F & Shop M02 on M/F, Building 11 in Hong Kong-Shenzhen Innovation and Technology Park (Ref. no. LO-25-01-19)"

The scope and specific requirements of the services which the Tenderer shall provide are listed below. The Tenderer shall propose solutions (with detailed explanation) if his proposed items cannot meet any of such scope and/or requirements.

5.1 Statement of Purpose

HSITPL would like to invite Tenderers to submit proposal for a tenancy of renting a Food & Beverage shop at the Hong Kong-Shenzhen Innovation and Technology Park ("**HSITP**" or the "**Park**").

5.2 About HSITP

HSITPL, a wholly owned subsidiary of Hong Kong Science and Technology Parks Corporation, is vested with the responsibility to develop, operate, maintain, and manage the Park.

The Park envisions to serve as the world's knowledge hub and innovation & technology (I&T) centre, converging enterprises, research & development ("R&D") institutions and higher education institutions from local, Mainland and overseas, which can connect upstream and midstream research to downstream market, further enhancing collaboration among industry, academic and research sectors.

The Park focuses on I&T industries including microelectronics, new materials, robotics, new energy, life and health technology, as well as artificial intelligence and data science.

HSITP covers an area of approximately 87 hectares and the development is divided into two phases. The estimated total floor area of the first phase will be approximately 1 million square metres, which will provide Research and Development (Wet Lab / Advanced Manufacturing) buildings, Dry Lab / Office buildings, Research, Academic and Industry buildings, Talent Accommodation, Visitor Lodges, Commercial and Ancillary facilities, etc. Apart from Batch 1, the remaining land in the first phase of HSITP will be developed through enterprises investment, aiming to enhance the speed and quantity of project development by leveraging market forces to build high-quality research and industrial infrastructure.

Phase 1 will be developed by 3 batches i.e. Batch 1, Batch 2 and Batch 3. The first development batch, Batch 1, has been further sub-divided into Batches 1A, Building 1, Batch 1B and Batch 1C. Batch 1 is being developed by HSITPL which consists of 8 buildings with a total GFA of approximately 116,000 square metres. Batch 1A consists of 3 buildings: Buildings 8 & 9 (wet laboratory enabled) and Building 11 (talent accommodation).

5.3 The Brief

Tenderers are invited to conduct a Food & Beverage business within the Premises as defined in Appendix I at the Park for a tenancy term of 3 years subject to the provisions of the pro-forma Tenancy Agreement enclosed with the Tender Documents and the terms and conditions as set out in the Tender Documents.

5.4 Purposes of Services

- To provide good quality food & beverage service to users and tenants in the Park.
- To satisfy the daily needs of the users and tenants in the Park.
- To optimize the users' and tenants' experience in the Park.

5.5 Scope of Services

5.5.1 For the shop details, please refer to the enclosed Appendix I.

5.5.2 Tenderers should read the requirements and general conditions as outlined in the Tender Documents for preparation of the submission of tenders, which are to be submitted in separate documents.

5.6 General Conditions

5.6.1 Only tenders submitted through the HSITPL Tender Box by limited companies will be accepted.

5.6.2 Each Tender shall be used to tender for one commercial premises only. For Tenderers who wish to bid for more than one premises under this Tender, they are required to complete and submit a separate tender for each commercial premises.

5.6.3 Only the designated trade(s) as set out in Appendix I will be considered. Tendered financial terms as set out in Tender Schedule 4: Price Schedule will be final and not subject to negotiation with a tenancy for a fixed term of 3 years.

5.6.4 The Premises specified in Appendix I do not represent the total number of premises available for lease at the Park. HSITPL may, in its sole discretion, determine to let other commercial premises for the purpose of recruiting tenants for other trades through open tendering or other recruitment methods.

5.6.5 Tenants shall occupy the Premises for their own use, and no assignment, sub-letting or parting with the possession of the Premises or any part thereof will be permitted.

5.6.6 Tenants are responsible for paying the monthly service charges at HK$12.00/sq.ft. (rates, management fees, municipal solid waste charge, charges and any other outgoings whatsoever), which are subject to review and adjustment at any time by the Landlord.

5.6.7 The business hours should be scheduled as follows:-

07:00 to 20:00 on Mondays to Fridays;
10:00 to 20:00 on Saturdays, Sundays and Public Holidays.

5.6.8 Tenants are responsible for paying the Government rent and rates under the Tenancy Agreement. If the Premises have not yet been assessed prior to the commencement of the tenancy, provisional Government rent and rates will be charged monthly based on the Landlord's assessment of the likely amount of the Government rent and rates.

5.6.9 The successful Tenderer is required to submit a cashier's order made payable to "**Hong Kong-Shenzhen Innovation and Technology Park Limited**" in an amount to be determined based on the Price Schedule submitted and the terms of the Tenancy Agreement, being partial payment of the Security Deposit as defined in the Tenancy Agreement, within **fourteen (14) working days** after receiving the Letter of Acceptance from HSITPL, falling which, the tender will not be awarded to the successful Tenderer.

5.6.10 Upon signing the formal Tenancy Agreement, the successful Tenderer is required to pay the Landlord the following payments:-

- The first month's basic rent, service charges, and Government rent and rates;
- A Security Deposit equivalent to **three (3) months'** basic rent, service charges, and the Government rent and rates;
- Half share of stamp duty for the Tenancy Agreement and its duplicate; and
- Registration fee for a memorandum of Tenancy Agreement and its duplicate (if any).

5.6.11 If the successful Tenderer fails to sign and return the formal Tenancy Agreement together with the necessary payments as mentioned above on or before the prescribed deadline as stated thereof, the partial Security Deposit will be forfeited to HSITPL as liquidated damages and not as a penalty.

5.6.12 Granting of a commercial tenancy does not confer the successful Tenderer exclusive rights to any particular trade at the Park. HSITPL reserves the right to let other premises in whatever manner for the same trade according to the needs of the Park as assessed by the Landlord. Any changes of permitted use during the tenancy term will not be approved.

5.7 Timeline

5.7.1 Tender schedule (tentative)

Tender Invitation	23 June 2025
Site Visit	Working days from 23 June to 20 July 2025
Tender submission deadline	**21 July 2025**
Presentation	Week of 28 July 2025
Tender award	Late August 2025

5.7.2 Site Visit

Tenderers will be invited to a tender briefing and site visit in a week after receiving the Letter of Invitation to Tender. HSITPL will advise the exact time slot. No more than 4 representatives from each company are allowed for the site visit, and car plates & names with related details of the representatives must be submitted before the site visit to apply for site access permission. The site of the Park is occupied by other contractors. Tenderers are deemed to have inspected the surroundings of and access to the site and to have acquainted themselves with the conditions after the site visit.

Appendix I

Available Premises for Lease (the "Premises")

Tenderers are invited for a tenancy of the following commercial premises located at Hong Kong-Shenzhen Innovation and Technology Park.

Item	Unit No.	Location	Shop Area (approx. sq.ft. in Lettable)*	Designated Trade(s)	Availability (Tentative)
1	G05 & M02	G/F & M/F, Building 11	3,417	Food & Beverage – Fast Food Restaurant / Canteen/ Casual Dining	Q4 2025

* Subject to confirmation by HSITPL

Points to Note:

- Areas of the stated Premises are approximate only and no warranty is made as to its accuracy.

- Tenderers are advised to conduct site inspection before tender submission. Technical provisions as stated in Appendix III are subject to change in accordance with the actual site condition. HSITPL does not warrant that the leased Premises are suitable for the business proposed by Tenderers, they shall obtain the required information and seek necessary professional advice from their own consultants on specific requirements for the proposed trade at their own costs and arrangements.

- The successful Tenderer shall accept the Premises in the state and condition in which they are found at the date when possession is handed over and shall be responsible for the fitting out of the Premises to meet the requirements of HSITPL and other competent authorities.

- The designated electricity loading available to the Premises is stated in Appendix III. Should additional loading beyond the designated capacity be required, any upgrade works shall be subject to prior approval from the Landlord. The upgrade works shall be carried out by the Landlord's approved contractors and at the expense of the Tenant.

- Ventilation louvres/openings or/and ventilation duct connection point(s) will be provided in the Premises. Any modifications and upgrades shall be subject to prior written approval of the Landlord, and the incurred expenses shall be borne by the Tenant. Ventilation fans and associated power and control cablings shall be installed by the Tenant at his own cost. To comply with relevant authorities' licensing requirements and fitting-out guidelines, the Tenant shall install air intake and/or exhaust ducting(s) with related equipment, and fire dampers (if any) at his own expense. The Tenant is responsible for all subsequent maintenance and management.

- The Tenant should note that air-conditioning service charges will be charged from the date upon which air-conditioning is provided to the Premises by HSITPL or from the commencement of the term of the tenancy created herein, whichever is later. The air-conditioning charges are subject to review at any time by giving prior notice.

- HSITPL does not warrant that town gas will be installed for the Premises. The Tenant has to liaise with the towngas company directly for application and connection of gas supply when necessary.

- HSITPL does not warrant that water meter has been installed for the Premises. The Tenant shall apply for the Water Supplies Department's water meter or take up an existing meter at his own cost.

- HSITPL does not warrant that a grease trap will be provided for the Premises. The Tenant shall install an under sink at his own cost if a grease trap is not provided. The Tenant is responsible for carrying out inspection/repair/maintenance/cleaning works to the said grease trap. Any subsequent request for modification or upgrading shall be subject to prior approval from the Landlord, and all the costs involved shall be borne by the Tenant.

- Before commencement of any fitting out works at the Premises, the Tenants must submit a detailed design drawings and fitting out plans, including mechanical and electrical, fire services and plumbing & drainage etc. to the Landlord in advance and shall not commence any of the works before obtaining written approval from the Landlord.

- The Tenant shall note that when the Premises is handed over by the Landlord, HSITP may be undergoing constructions and/or renovations. Hoardings will be erected along the construction sites until the works are completed. The shop premises will be open in phases to coincide with the project development of HSITP. Notwithstanding the effect of the constructions and/or renovations, whether it is positive or negative towards commercial tenants, the rent stipulated in the Tenancy Agreement shall remain unchanged throughout the lease term.

Appendix II

Shop Locations & Floor Plans

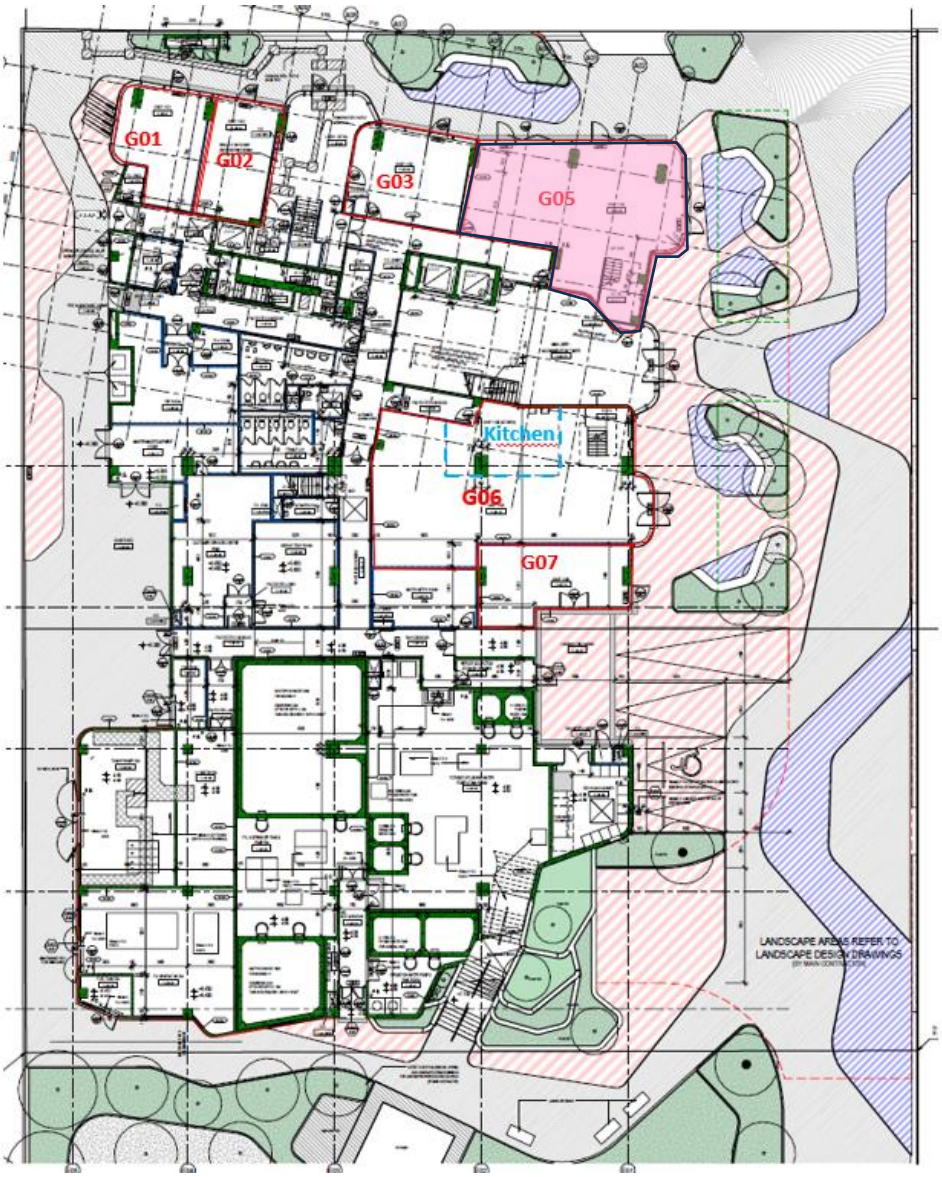
Master Plan:

The information provided herein is for reference only and is subject to change without prior notice.

Not to Scale

For identification purpose only

G/F of Building 11 Floor Plan:

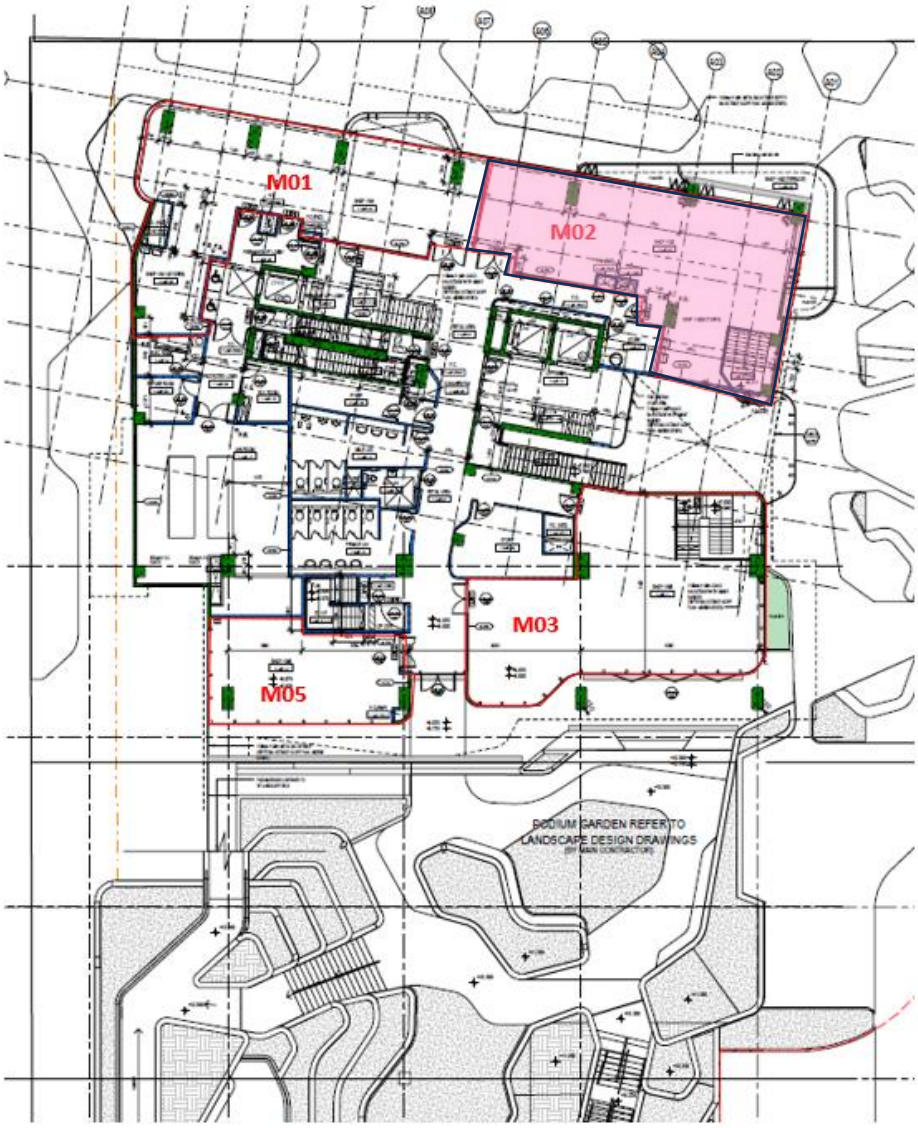


The information provided herein is for reference only and is subject to change without prior notice.

Not to Scale

For identification purpose only

M/F of Building 11 Floor Plan:



The information provided herein is for reference only and is subject to change without prior notice.

Not to Scale

For identification purpose only

Appendix III

Technical Provisions

Shop G05 on G/F & Shop M02 on M/F, Building 11 in Hong Kong-Shenzhen Innovation and Technology Park

1. Builder's Works Provisions

1.1	**Basic Provision**	
a.	Floor	Concrete Floor
b.	Ceiling	Bare shell
c.	Wall	Bare shell
d.	Shopfront glass/shutter	Shop front glass
e.	Floor Loading	5 kPa

2. Building Service Works Provisions

2.1	**HVAC System**	G05	M02
a.	Fan Coil Unit(s) ("FCU")	Nil	
b.	Primary Air Unit(s) ("PAU") or Air Handling Unit(s) ("AHU")	Nil	
c.	Fresh Air Capacity	Seating area (reserved for tenant further open) (fans provide by tenant) Suggested louvre size 1150mm x 1350mm & 1800mm x 250mm	(reserved for tenant further open) (fans provide by tenant) Suggested louvre size 1500mm x 1400mm
d.	Exhaust Air Capacity	Kitchen area Kitchen exhaust fan x1; Duty 500L/s Kitchen exhaust air grille x2; 600mm x 300mm Kitchen exhaust air duct 500mm x 200mm Kitchen exhaust air louver 1500mm x 300mm	Exhaust fan x1; Duty 530L/s Exhaust air grille 600mm x 600mm Exhaust air duct 750mm x 200mm Exhaust air louver 1400mm x 950mm
e.	Chilled Water Pipe	Chilled water supply and return pipe dia. 50mm Condensation water pipe dia. 32mm	Chilled water supply and return pipe dia. 50mm Condensation water pipe dia. 32mm

2.2	**Electrical Services**	
a.	Main Power Supply	● Total 250A TPN for G05&M02 ● CLP meter to be applied by tenant
b.	Data Point	● Tenant can connect from ELV room nearby
c.	Telephone & communication system	● Tenant can connect from ELV room nearby

2.3	**Fire Services**	
a.	Wet pipe sprinkler system	Provided
b.	Exit signs	Provided
c.	Fire Blanket	Provided
d.	CO_2 Fire Extinguisher	Provided

2.4	**Plumbing & Drainage**	
a.	Water Supply	Dia. 35mm water supply Dia. 28mm water supply for hydro vent (Hydro vent water meter to be applied by tenant)
b.	Grease Trap / Drainage	Dia. 40mm waste pipe (reserved) (G05) 100mm OTG x 1 (G05) Dia. 50mm kitchen waste pipe (reserved) (M02) 100mm FD x 1 (M02)

2.5	**Towngas**	
a.	Town gas supply outlet	Dia. 50mm town gas supply

Remarks:

All the information in this Tender Schedule 5 is subject to change in accordance with the actual site condition and is for reference only.

Tender Schedule 6: Proposed Solution for Tender

To: Hong Kong-Shenzhen Innovation and Technology Park Limited ("HSITPL")

"Commercial Letting – Shop G05 on G/F & Shop M02 on M/F, Building 11 in Hong Kong-Shenzhen Innovation and Technology Park (Ref. no. LO-25-01-19)"

This section contains Parts 1 to 5 and shall be duly completed by the Tenderer and included in the tender proposal. The Tenderer is required to present all the details of his/her proposed solution according to the guidelines specified under each Part.

Part 1: Mandatory Assessment Criteria

The Tenderer acknowledges and agrees that participation in this Tender requires compliance with the Mandatory Assessment Criteria outlined in this Part. By response with "Y" to declare that the Tenderer hereby confirms that he/she meets the relevant mandatory assessment criteria specified in the table below. Failure to declare or submit supporting documents confirming compliance with any of the mandatory assessment criteria may result in the **disqualification of the Tender**.

Item	Description / Proven Experience	Declaration with supporting document(s) Yes (Y) / No (N)
1	More than 5 years of company establishment Supporting document: Copy of Business Registration / Annual Report / Audit Report	
2	More than 1 branch operating in Hong Kong as of the tender submission date Supporting document: A list of the branches operating in Hong Kong as of the tender submission date with name & address	
3	Past or Existing Operating experience in similar parks as the Park, such as I&T park, campus, etc. Supporting documents: A list of the branches operating in similar parks as the Park with name & address	
4	Nos. of seating of all branches are over 50 pax. as of the tender submission date Supporting documents: Proof of the numbers of seating	

Part 2: Past Reference

Please briefly describe any contract reference similar to the nature and scope of this tender. For each case, please detail the business scope, branches, contact person (optional) and contact telephone number (optional) for future reference as much as possible.

Landlord	Tenancy Period	Business Scope and Implementation Details	Contact Person (optional)	Contact Telephone No. (optional)

Part 3: Details of Execution Plan

Please describe with details about your understanding of the business which is required to be conducted for the Park in terms of products, services, staffing and other resources whenever applicable. Merits will be given to the appropriateness of the solutions and the quality of the presentation for justification, value-added services including staff training, extra service hours and innovative features, if any.

Please provide responses with respect to the aspects below in the proposals and other supporting documents.

Contents of the Technical Proposal	
A. Proposals that can satisfy the requirement of tenants or users in the Park	<u>1. Job Reference</u> • Provide reference(s) for job experience(s) of operational experience for similar scale project according to their customer profile of past job experience <u>2. Company Background</u> • Company profile & brand reputation (including organization chart, award & recognition etc.) <u>3. Cuisine/Product Menu (excluding Beverage & Dessert)</u> • Details of the cuisine/product menu will be provided in the Park <u>(excluding beverage & dessert, if any)</u> <u>4. Price level/range for breakfast, lunch and dinner (if any) or products</u> <u>5. Hygiene Maintenance Plan</u> • Proposal A1: Guidelines to staff on food hygiene (if any)/shop hygiene including food handling (if any), food safety (if any), kitchen hygiene (if any), seating area hygiene (if any) from the commencement of the tenancy under the Tenancy Agreement;

	• Proposal A2: Monitoring system to ensure the staff's compliance; • Proposal A3: Training and refresher programmes
B. Proposed operational model, design and investment	<u>1. Catering Services (if any) and Operational Plan</u> • Proposal B1.1: Catering services (if any) / Services in operating the restaurant/shop • Proposal B1.2: Staff deployment in operating the restaurant/shop • Proposal B1.3: Promotion scheme for the Park <u>2. Shop Design and Investment</u> • Proposal B2.1: Design Concept & Layout Plan with drawings (including but not limited to kitchen, sitting area, and equipment list) • Proposal B2.2: Shopfront 3D rendering or reference photos • Proposal B2.3: Investment for the restaurant/shop (including but not limited to equipment list, brand identity, customer experience)
C. ESG measures, technology or smart solutions	<u>1. ESG measures on positive values/benefits to the Park and/or the society of Hong Kong</u> <u>2. Technology or smart solutions</u> • e.g. Table reservation, queuing through client mobile, web application, ordering through client mobile, cashless payment system etc.

Part 4: Quality Assurance

In terms of the management standards and implementation methodology, describe how the team will ensure acceptance of the deliverables with emphasis on the following:

- How will the standards of operation be managed and controlled?
- How do you respond to and handle any issues and exceptions?
- What is the action plan in terms of risk management and crisis/emergency preparedness?

Part 5: PowerPoint Deck

Please provide a PowerPoint deck for a **presentation that is within 30 minutes**.

Annex 1

Pro forma tenancy agreement

Pro-forma Tenancy Agreement refers to the attachment.

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