

25 March 2025

To: Prospective Tenderer

Tender Ref: LO-25-01-03
Tender Subject: Commercial Letting – Shop M01 on M/F, Building 11 in Hong Kong-Shenzhen Innovation and Technology Park

Tender Addendum No.1

We refer to the captioned tender issued on 6 February 2025 and would like to inform you that the following amendments to the Tender Documents are required:

#	Item	Amendment
1.	<u>Tender Schedule 5: Requirement Specifications</u>	Details as per amendment sheets attached. The amended areas are marked in red in the mark-up copy for reference.
	Section 5.6.6 – Service Charges (page 20 of the Tender Documents)	
2.	<u>Appendix I – Shop Area</u>	
	Shop Area (approx. sq.ft. in Lettable) (page 22 of the Tender Documents)	
3.	<u>Tender Submission Deadline</u>	
	Page 1, page 4 and page 21 of the Tender Documents	
4.	<u>Tender Presentation</u>	
	Page 5 & page 21 of the Tender Documents	
5.	<u>Pro Forma Retail Tenancy Agreement</u>	
	3.17 (b) (page 30 of the Pro Forma Retail Tenancy Agreement)	

2. Apart from the above, all the other terms and conditions of the Tender Documents shall remain unchanged, and the above addendum shall form part of the Tender Documents.

3. Prospective tenderers shall submit their tenders from **9:00 a.m. to 5:00 p.m. (Hong Kong time) on 8 April 2025**. Late tender submission will not be accepted.

Leasing & Operations Division

Item 1

Tender Schedule 5: Requirement Specifications

Section 5.6.6 – Service Charges

(page 20 of the Tender 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 (“rent & rates”) under the Tenancy Agreement. If the Premises have not yet been assessed prior to the commencement of the tenancy, provisional rent and rates will be charged monthly based on the Landlord’s assessment of the likely amount of 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 the amount of **HK\$ XXXXX** being partial payments of Security Deposit as defined in the Tenancy Agreement within **fourteen (14) working days** after receiving the Letter of Acceptance from HSITPL, failing 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 rent and rates;
 - A Security Deposit equivalent to XX (X) months’ basic rent, service charges, and the 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 failed 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.

Item 2

Appendix I – Shop Area

Shop Area (approx. sq.ft. in Lettable)

(page 22 of the Tender Documents)

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	M01	M/F, Building 11	1,653	Food & Beverage – Fast Food Restaurant / Canteen / Casual Dinning	Q4 2025

* Subject to confirmation by HSITPL

Item 3

Tender Submission Period

Page 1, page 4 and page 21 of the Tender Documents

Hong Kong-Shenzhen Innovation and Technology Park Limited

Tender Document

< Commercial Letting – Shop M01 on M/F, Building 11 in Hong Kong-Shenzhen Innovation and Technology Park >

Tender Reference:

LO-25-01-03

Tender Submission Period:

8 April 2025

09:00 am to 05:00 pm (HKSAR)

Tender Closing Date:

8 April 2025

05:00pm (HKSAR)

The Tenderer shall state in the email subject heading "Tender Enquiry - <Tender Reference>" 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 **8 April 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 M01 on M/F, Building 11 in Hong Kong-Shenzhen Innovation and Technology Park (Ref. No. LO-25-01-03))">

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 M01 on M/F, Building 11 in Hong Kong-Shenzhen Innovation and Technology Park (Ref. No. LO-25-01-03))">

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)

5.7 Timeline

5.7.1 Tender schedule (tentative)

Tender Invitation	6 February 2025
Site Visit	Working days during 7 February to 7 March 2025
Tender submission deadline	8 April 2025
Presentation	Week of 14 April 2025
Tender award	Week of 19 May 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.

Item 4

Tender Presentation

Page 5 & page 21 of the Tender Documents

- 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 **14 April 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 Criteria Assessment on the Technical Proposal Submitted**

All Technical Proposals submitted will be checked to confirm whether all the documents and information required in this Tender have been submitted and, whether the requirements in this Tender 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.

5.7 Timeline

5.7.1 Tender schedule (tentative)

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Item 5

Pro Forma Retail Tenancy Agreement

3.17 (b)

(page 30 of the Pro Forma Retail Tenancy Agreement)

- (a) To comply with all laws and regulation and the rules for the Building and/or the Development from time to time made or adopted by the Landlord and/or the Manager (including without limitation the Handbook and Manuals and the Fitting Out Guidelines) provided that if there is a conflict between such rules and this Agreement, this Agreement shall prevail.
- (b) To comply with the code of practice for the Building and/or the Development from time to time made or adopted by the Landlord and/or the Manager (including without limitation the Code of Practice for Energy Efficiency of Building Services Installation, hereinafter referred to as the "Building Energy Code" or "BEC", issued under Part 9 of the Buildings Energy Efficiency Ordinance (Chapter 610)).

3.18 Costs

To pay to the Landlord on an indemnity basis, as rent and within 14 days of demand, all costs and other expenses properly and reasonably incurred by the Landlord in relation to:

- (a) every application made by the Tenant for consent whether it is granted, refused, offered subject to any qualification, or any application withdrawn by the Tenant for any reason whatsoever;
- (b) professional advice obtained by the Landlord following an application by the Tenant for consent, permission or approval under this Agreement;
- (c) the preparation and service of a schedule of dilapidations during or after the expiry of the Term;
- (d) the recovery of Rent, Service Charges, Government Rent, Government Rates or other sums due from the Tenant;
- (e) the standard fees imposed by the Landlord from time to time in respect of the vetting of any drawings and specifications for any works proposed to be carried out by or on behalf of the Tenant;
- (f) professional advice obtained by the Landlord in inspecting or monitoring any works carried out by or on behalf of the Tenant; and
- (g) affixing, altering or replacing the Tenant's name or business name on the directory boards or directional signs in the Building and/or the Development,

and this Clause shall survive the expiry of the Term.

3.19 Evidence of Compliance

To produce to the Landlord such evidence forthwith as the Landlord may reasonably require from time to time to satisfy itself that the provisions of this Agreement have