TENDER FORM

AOS MANAGEMENT (HK) LIMITED

TENDER FOR
OPERATION AND MANAGEMENT OF STALLS
AT AVENUE OF STARS

(TENDER REF: AOSMHKL/TC/18/2026)

LODGING OF TENDER

To be acceptable as a tender, this form, properly completed in duplicate and enclosed together with other documents of this tender as shown in Part 1 below, which must be properly completed as required in duplicate, in a sealed plain envelope marked

"Tender for Operation and Management of Stalls at the Avenue of Stars"

and addressed to the Director, AOS Management (HK) Limited (AOSMHKL) Tender Committee, and placed in the AOSMHKL Tender Box situated at 10/F, Tower A, 83 King Lam Street, Cheung Sha Wan, Kowloon, Hong Kong before **12:00 noon (Hong Kong time) on 12th November 2026**. Late submissions will not be accepted.

PART 1 – TENDER DOCUMENTS

These documents under the tender reference AOSMHKL/TC/18/2026 consist of one (1) complete set of:

(a) Tender Form (Parts 1 to 2) - Pages 2 to 4;
(b) Tender Labels - Pages 5 to 7;
(c) Interpretation - Pages 8 to 13;
(d) Terms of Tender (Part 1) - Pages 15 to 27;
(e) Conditions of Contract (Part 2) - Pages 30 to 54;
(f) Contract Schedules 1 to 4 - Pages 56 to 67;
(g) Form of Security Deposit - Page 68;
(h) Articles of Agreement - Pages 69 to 70; and
(i) Annexes A to C - Pages 71 to 78.

PART 2 – OFFER TO BE BOUND

1. Having read the complete set of the Tender Documents, I/we agree to be bound by the terms and conditions stipulated therein.

2. I/We do agree to carry out the Business mentioned in the Special Conditions of Contract during the Contract Period and pay the Base Fee and/or Turnover Fee and the Management Fee quoted by me/us in the Contract Schedule 1, subject to and in accordance with the terms and conditions stipulated in the Tender Documents.

3. I/We have read Clause 3 Tender Preparation and Clause 5 Two Envelopes System in Submission of Tender of the Terms of Tender and certify that the particulars given by me/us in completing the Tender Documents are true and correct.

   (Note: (A) The Tenderer MUST complete the following parts of the Tender Documents:

   (i) Tender Form (Part 2 – Offer to be Bound);

   (ii) Base Fee and/ or Turnover Fee in Contract Schedule 1; and

   (iii) Working Background and Status of Tenderer in Contract Schedule 2 and Information of Tenderer in Contract Schedule 3.

   (B) The Tenderer is required to **submit necessary documents such as proposal(s) and plan(s) as described in Contract Schedule 3** together with photocopies of other relevant documents required under the terms and conditions of this tender.

4. I/We have read Clause 31 Anti-collusion in the Terms of Tender. I/We agree to be bound by the terms and conditions stipulated therein.

5. In case the Tenderer is a company/firm, the Tenderer is required to **complete 5(a) to 5(c).** In case the Tenderer is not a company/firm, the Tenderer is required to strike out 5(a) to 5(c).

   (a) I am/We are duly authorized to bind the said company hereafter mentioned by my/our signature(s).

– or –

I am a partner/We are partners in the firm hereafter mentioned and duly authorized to bind the said firm and the partners therein for the time being.

(b) **The name of the company/firm is** _____

A letter certifying the person who signs this tender is an authorized person to sign contracts/agreements on behalf of the said company/firm is required to be attached to this Tender Form. In case the said company is a body corporate, a certified true copy of the company's Board Minutes/resolution to show that the signatory is duly authorized by the Board of Directors is required to be attached to this Tender Form.

The registered office of the company is situated at _____

_____

– or –

The names and residential addresses of partners of the firm are as follows:_____

Name of Tenderer/Authorized Representative * _____
(Name in block letters)

Signature of Tenderer/Authorized Representative *

_____
(Signature)
(with firm/company chop, if applicable)

Address(es) of person(s) signing:

_____

Date: _____

NOTE: (i) All the particulars required above must be provided.
(ii) Strike out clearly alternatives which are not applicable.

* Delete as appropriate

TENDER LABEL
Complete Tender Submission

DIRECTOR
AOS MANAGEMENT (HK) LIMITED
TENDER COMMITTEE

AOS Management (HK) Limited - Tender Box
10/F, Tower A, 83 King Lam Street, Cheung Sha Wan, Kowloon, Hong Kong

Tender for Operation and Management of Stalls at the Avenue of Stars

Tender Reference: AOSMHKL/TC/18/2026

Tender Closing Date: 12th November 2026 (12 noon Hong Kong Time)

Note: "The Price Submission" and "The Technical Submission" for operation and management of Stalls must be enclosed in **sealed** and **separate envelopes** attached with labels provided (Label 1 and 2) outside the envelopes and inserted into one big envelope with this label outside.

Please remember to complete and submit the following documents in duplicate:

☐ Documents for Price Submission in sealed envelope

☐ Documents for Technical Submission in sealed envelope

Tender Ref: AOSMHKL/TC/18/2026

TENDER LABEL 1
Price Submission

DIRECTOR
AOS MANAGEMENT (HK) LIMITED
TENDER COMMITTEE

AOS Management (HK) Limited - Tender Box
10/F, Tower A, 83 King Lam Street, Cheung Sha Wan, Kowloon, Hong Kong

Tender for Operation and Management of Stalls at the Avenue of Stars

Tender Reference: AOSMHKL/TC/18/2026

Tender Closing Date: 12th November 2026 (12 noon Hong Kong Time)

Note: Please remember to complete and submit the following document in duplicate for "Price Submission":

☐ Contract Schedule 1 ONLY

TENDER LABEL 2
Technical Submission
(without any indication on Base Fee)

DIRECTOR
AOS MANAGEMENT (HK) LIMITED
TENDER COMMITTEE

AOS Management (HK) Limited - Tender Box
10/F, Tower A, 83 King Lam Street, Cheung Sha Wan, Kowloon, Hong Kong

Tender for Operation and Management of Stalls at Avenue of Stars

Tender Reference: AOSMHKL/TC/18/2026

Tender Closing Date: 12th November 2026 (12 noon Hong Kong Time)

Note: Please remember to complete and submit the following document in duplicate for "Technical Submission":

- ☐ Tender Form
- ☐ Contract Schedule 2
- ☐ Contract Schedule 3
- ☐ Form of Security Deposit with **crossed cheque** of Initial Security Deposit

(Without any indication on Base Fee and/ or Turnover Fee)

INTERPRETATION

1. In these Tender Documents, the following have the meaning hereby assigned to them except when the context otherwise requires:

AOS	means Avenue of Stars at Salisbury Road, Tsim Sha Tsui, Kowloon, Hong Kong.
AOSMHKL	means the AOS Management (HK) Limited, the operator of AOS.
AOSMHKL Representative	means any officer of AOSMHKL authorized to act.
Business	has the meaning given to it in **Clause 3** of the **Conditions of Contract.**
Conditional acceptance of tender	has the meaning given to it in **Paragraph 11.2** of the **Terms of Tender**
Contract	means the Contract entered into between AOSMHKL and the Contractor comprising the following parts of the Tender Documents and other items as specified below: (a) the "Articles of Agreement"; (b) the "Terms of Tender"; (c) the "Conditions of Contract" containing a merged set of general and special conditions of contract; (d) the "Contract Schedules" (or "Schedules") in the form as appearing in the Tender Documents and those which were submitted by the Contractor as part of its Tender, and accepted by AOSMHKL; (e) the "Annexes" A to C; (f) all other schedules, plans, drawings and other documents which form part of the Contractor's Tender are incorporated by reference herein or in any of the above documents, in each case subject to such further changes as AOSMHKL may stipulate in exercise of its powers under the Terms of Tender, and/or otherwise subject to such further changes as AOSMHKL and the Contractor may agree. Each of the above documents shall be referred to throughout the Tender Documents

	and the Contract by their respective titles as appearing in quotation marks above.
Contract Period	means the period specified in **Clause 2.1** of the **Conditions of Contract** as the same may be earlier terminated or extended in accordance with the applicable provision of Contract
Contractor	means the Tenderer whose tender to operate the Business in the Stalls is accepted by AOSMHKL.
Contractor Responsible Group	has the meaning given to the term in **Clause 18** of the **Conditions of Contract**.
Essential Requirements	means all requirements specified as such in the Tender Documents as well as those requirements where it is stated that non-compliance with such requirements by the Tender Closing Date will lead to disqualification.
Free Decoration Period	means the fitting out period as specified in **Paragraph 22** of the **Terms of Tender**.
Hong Kong	means the Hong Kong Special Administrative Region of the People's Republic of China.
Intellectual Property Rights	means patents, trademarks, service marks, trade names, design rights, copyright, domain names, database rights, rights in know-how, new inventions, designs or processes and other intellectual property rights whether now known or created in future (of whatever nature and wherever arising) and in each case whether registered or unregistered and including applications for the grand of any such rights.
Invitation to Tender the Contract on the	means the invitation issued by AOSMHKL to invite tenders for terms set out in the Tender Documents.
Management Fee	means the Management Fee to be paid by the Contractor to AOSMHKL for the use of the Stalls as stipulated in **Clause 6.6** of the Terms of Tender.

Stalls	mean the areas shaded in yellow in **Annex C** of the Annexes.
Base Fee	means the Base Fee to be paid by the Contractor to AOSMHKL for the use of the Stalls as elected by the Tenderer in Contract Schedule 1.
Requisite Permits	have the meaning given to it in **Clause 9.1** of the **Conditions of Contract.**
Turnover Fee	means a percentage of the Total Sales Turnover as elected by the Tenderer in Contract Schedule 1, payable by the Contractor to AOSMHKL.
Security Deposit	means the deposit which the Contractor deposits with AOSMHKL in accordance with **Clause 7** of the **Conditions of Contract** for the due and proper performance of the Contract.
Tender (upper or lower case)	means a tender submitted in response to this Invitation of Tender.
Tender Closing Date	means the date specified in the Tender Form as the latest date by which tenders must be lodged as the same may be extended.
Tender Documents	means the documents as specified in **Clause 1** of the **Terms of Tender**.
Tender Validity	means the period of time as described in **Clause 8** of the **Terms of Tender** during which the tender is to remain open.
Tenderer	means the person or firm or company submitting this tender.

2. In the Contract, unless the content otherwise requires, the following rules of interpretation shall apply:

2.1 The following rules of interpretation shall apply:

(a) references to statutes or statutory provisions shall be construed as references to those statutes or statutory provisions as replaced, amended, modified or re-enacted from time to time; and

shall include all subordinate legislation made under those statutes;

(b) words importing the singular shall include the plural and vice versa; words importing a gender shall include all other genders; references to any person shall include any individual, firm, body corporate or unincorporated (wherever established or incorporated); references to company include corporation;

(c) headings are inserted for ease of reference only and shall not affect the construction of the Tender Documents or the Contract;

(d) references to a document shall:

(i) include all schedules, appendices, annexures and other materials attached to such documents; and

(ii) mean the same as from time to time amended or supplemented in accordance with the terms of the Tender Documents or the Contract;

(e) references to "Tenderer" or "Contractor" shall include its permitted assigns, successors, or any persons deriving title under them;

(f) references to "AOSMHKL" and "AOSMHKL Representative" shall include their respective assigns, successors-in-title, and persons deriving title under them, regardless of whether or not any of these persons are mentioned in the relevant provisions;

(g) references to a "Paragraph" in the Terms of Tender are to a paragraph in the Terms of Tender; reference to a "Clause" in the Conditions of Contract are to a clause of the Conditions of Contract; references to a Clause, Sub-clause, Section or Paragraph in or a Schedule, Appendix or any other attachment to a document are to a clause, sub-clause, section or paragraph in or a schedule, appendix or attachment to that document;

(h) any word or expression to which a specific meaning has been attached in any part of the Tender Documents shall bear such meaning whenever it appears in the same and other parts of the Tender Documents;

(i) a time of a day shall be construed as a reference to Hong Kong time;

(j) references to a day means a calendar day;

(k) references to a week means 7 calendar days;

(l) references to a month mean a calendar month;

(m) any negative obligation imposed on any party shall be construed as if it was also an obligation not to permit or suffer the act or thing in question, and any positive obligation imposed on any party shall be construed as if it was also an obligation to procure that the act or thing in question be done;

(n) any act, default, neglect or omission of any employee, licensee, agent of the Contractor shall be deemed to be the act, default, neglect or omission of the Contractor;

(o) words importing the whole shall be treated as including a reference to any part of the whole;

(p) the expressions "include" and "including" shall be construed without limitation to the words followings;

(q) words and expressions extend to their grammatical variations and cognate expressions where those words and expressions are defined in the Tender Documents or by reference to any other definition;

(r) references to "writing" include typewriting, printing, lithography, photography, facsimile and the printed-out version of a communication by electronic mail and other modes of representing and reproducing words in a legible form;

(s) where a general obligation in the Tender Documents or the Contract is followed by more specific obligations, the general obligation shall not be construed restrictively by reference to the specific obligations or deemed to be fully performed by reason only that the specific obligations have been performed.

2.2 Nothing in the Contract shall be taken to restrict, derogate from or otherwise interfere with any power or duty, or the exercise or performance of any power or duty conferred or imposed by or under any law upon the AOSMHKL or the AOSMHKL Representative or any officer.

2.3 All rights and powers of AOSMHKL under the Contract may be exercised by the AOSMHKL Representative for the AOSMHKL. All claims of the AOSMHKL may be enforced by the AOSMHKL Representative for the AOSMHKL.

2.4 Unless otherwise provided for in the Tender Documents, all quotations and payments shall be made in Hong Kong dollars.

2.5 References to **Contract Schedule 3** – Information of Tenderer (Business Plan, Plan with details of products to be sold etc.) or any plan or proposal contained therein shall mean such Contract Schedule or such plan or proposal in the final form as approved by the AOSMHKL before or after the award of the Contract.

PART 1

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PART 1

TERMS OF TENDER

ALL TENDERERS ARE ADVISED TO READ THE TENDER DOCUMENTS CAREFULLY PRIOR TO PREPARING THE SUBMISSION. ANY SUBMISSION WHICH DOES NOT FOLLOW THE INSTRUCTIONS CONTAINED IN THE DOCUMENTS WILL BE CONSIDERED INCOMPLETE AND MAY BE DISQUALIFIED.

ALL RIGHTS AND POWERS OF AOSMHKL UNDER THE TENDER DOCUMENTS ARE EXERCISABLE BY AOSMHKL'S REPRESENTATIVE.

1. Tender Documents

1.1 The Tender Documents consist of a complete set of:

(a) Tender Form (Parts 1 to 2) - Pages 2 to 4;

(b) Tender Labels - Pages 5 to 7;

(c) Interpretation - Pages 8 to 13;

(d) Terms of Tender (Part 1) - Pages 15 to 27;

(e) Conditions of Contract (Part 2) - Pages 30 to 54;

(f) Contract Schedules 1 to 4 - Pages 56 to 67;

(g) Form of Security Deposit - Page 68;

(h) Articles of Agreement - Pages 69 to 70 ; and

(i) Annexes A to C - Pages 72 to 78.

2. Invitation to Tender

Tenders are invited for the operation of a Stall to sell and supply food, beverages, commodities and/or souvenirs at Avenue of Stars for a Contract Period of one (1) year (subject to a further term of one (1) year pursuant to the applicable provisions of the Contract) on such terms and conditions as set out in these Terms of Tender, Conditions of Contract, Contract Schedules and Annexes. General Information of the Avenue of Stars is at Annexes A to C. The Conditions of Contract contain a merged set of general and special conditions of contract.

3. Tender Preparation

3.1 All Tender Documents shall be completed and submitted in **two (2) identical sets (two original copies)** (as more particularly described in **Clause 5** in the manner under **Lodging of Tender at the Tender Form**).

3.2 Tenders shall be written in English or Chinese and in ink or typescript with the necessary information provided including documentary evidence, which are necessary for tender

evaluation.

3.3 Tenderers shall complete the following parts of the Tender Documents and provide all information they are required to submit in the Contract Schedules at the time of submission of the tender:

(a) **Tender Form**	Part 2 – 'Offer to be Bound' (in technical submission envelope)
(b) **Contract Schedule 1**	Base Fee and/or Turnover Fee (in price submission envelope)
(c) **Contract Schedule 2**	Working Background and Status of Tender (in technical submission envelope)
(d) **Contract Schedule 3**	Information of Tenderer (Business Plan, Plan with details of products to be sold etc.) (in technical submission envelope)
(e) **Form of Security Deposit**	Security Deposit (in technical submission envelope **without** any indication on the Base Fee and/or Turnover Fee)

4. Content of the Tender

4.1 Tenderers must submit the following documents **on or before 12:00 noon (Hong Kong time)** on the Tender Closing Date:

(a) the "**Offer to be Bound**" of the **Tender Form** duly signed by the Tenderer;

(b) the quotation for the Base Fee and/or Turnover Fee as required in **Contract Schedule 1** – Base Fee and/or Turnover Fee; and

(c) information requested in **Contract Schedule 3** – Information of Tenderer (Business Plan, Plan with details of products to be sold etc.)

Otherwise, the Tenderer's Tender will not be considered further.

4.2 In addition to **Clause 4.1** above, each Tender is required to provide all other information/supporting documents in the Tender Documents or relevant to its Tender, including but not limited to the following:

(a) Contract Schedule 2 (Working Background and Status of Tenderer);

(b) Form of Security Deposit with crossed cheque of security deposit

The Tenderer should provide all the above items specified in this **Clause 4.2** at the same time when

it submits its Tender. AOSMHKL may, but is not obliged to, exercise its discretion to request any of these items after the Tender Closing Date where they are found missing in accordance with **Clause 12** in Part 1 - **Terms of Tender**.

5. Two Envelopes System in Submission of Tender

5.1 Tenderers are required to submit a **Price Submission** and a **Technical Submission**. Tenderers should note that a marking scheme (as more particularly described in **Contract Schedule 4**) will be used for the assessment of their tenders. Completed Tender Documents, in two (2) identical sets (two original copies), shall be submitted separately, the outside of which **should not** bear any indication which may relate the tender to the Tenderer, as follows:

(a) The **Price Submission** (the original copies of **Contract Schedule 1 – Base Fee and/or Turnover Fee**, fully completed, signed, stamped with the firm/company chop and dated) must be enclosed **in a sealed envelope clearly marked "Tender Ref: AOSMHKL/TC/18/2026" – Tender for Operation and Management of Stalls at the Avenue of Stars – Price Submission"** (Tender Label 1 provided); and

(b) The **Technical Submission** (two original copies of all other remaining information and documents required in this tender as stipulated in **Contract Schedule 2 and 3**, as well as the **Form of Security Deposit with the crossed cheque of Initial Security Deposit** and the **Tender Form**, fully completed, signed, stamped with the firm/company chop and dated, but **without any indication on the Base Fee and/or Turnover Fee**) must be enclosed **in a sealed envelope clearly marked "Tender Ref: AOSMHKL/TC/18/2026" – Tender for Operation and Management of Stalls at the Avenue of Stars – Technical Submission"** (Tender Label 2 provided).

5.2 Completed Tender Documents, i.e. the two sealed envelopes as described in **sub-clause 5.1** above, shall be enclosed in another sealed envelope and addressed to the **Director, AOSMHKL Tender Committee** by using the Tender Label as provided. They must be deposited in the AOSMHKL Tender Box located at 10/F, Tower A, 83 King Lam Street, Cheung Sha Wan, Kowloon, Hong Kong **on or before 12:00 noon (Hong Kong time) on the Tender Closing Date** specified in the **Lodging of Tender** at the **Tender Form**. Late submissions will not be considered.

5.3 In case Tropical Cyclone Warning Signal No. 8 or above is hoisted or Black Rainstorm Warning Signal is in force for any duration between 9:00 a.m. and 12:00 noon (Hong Kong time) on the tender closing date, the tender closing time will be postponed to 12:00 noon (Hong Kong time) on the first working day after the Tropical Cyclone Warning Signal No. 8 is lowered or the Black Rainstorm Warning Signal has ceased to be in effect.

5.4 AOSMHKL will not accept any tender submitted by methods other than as indicated in **Clause 5.1 and 5.2** above**.**

6. Base Fee and/or Turnover Fee and Management Fee

6.1 In return for the right to operate the Stalls in AOS, apart from respect of the Free Decoration Period during which decoration work of the Stalls is being carried out, the Contractor is required to pay to AOSMHKL a Management Fee (see Clause 6.6) and Base Fee to be quoted by Tenderers in **Contract Schedule 1**. Such Base Fee shall be denominated in Hong Kong dollars.

6.2 The Base Fee and/or Turnover Fee quoted by Tenderers shall remain valid and binding throughout the duration of the Contract Period. No request for price variation will be considered. A Tenderer who proposes any price variation mechanism may be disqualified, and its Tender will not be considered further.

6.3 The Base Fee and/or Turnover Fee does not include rates, Government rent and taxes and is payable in respect of the Stalls. Apart from AOSMHKL provisions, all assets required, and all liabilities to be incurred from carrying out the Business at the Stalls, shall be the responsibility of the Contractor with no recourse against AOSMHKL or AOSMHKL Representative.

6.4 Tenders should make certain that the Base Fee and/or Turnover Fee quoted is accurate before submitting their Tenders. Without prejudice to the powers of AOSMHKL to seek clarification or to negotiate with a Tenderer, AOSMHKL is not obliged to accept any request for price adjustment on whatsoever ground including that a mistake has been made in the Base Fee and/or Turnover Fee quoted.

6.5 Should it be found on examination by AOSMHKL after the Tender Closing Date that a Tenderer has made unintentional errors in the figures stated in its Tender, AOSMHKL may, but is not obliged to, seek clarification from the Tenderer or request the Tenderer to confirm in writing whether it is prepared to abide by what AOSMHKL considers should be the correct figures.

6.6 The **monthly Management Fee** payable by tender to AOSMHKL during the Contract Period shall be **Hong Kong Dollars $2,300.00**. (subject to revision by AOSMHKL by serving 1 month's prior written notice to the operator).

7. Information of the Tenderer

Each Tenderer shall provide the following details relating to itself in **Contract Schedule 2**:

(a) name of the Tenderer;

(b) the business vehicle of the Tenderer: limited company / sole proprietor / partnership, and date of establishment or incorporation;

(c) shareholders / partners / proprietor of the Tenderer and their percentages of shareholding / equity interest;

(d) names and correspondence address of the followings:

(i) director / partners / sole proprietor of the Tenderer; and

(ii) the contact person of the holding company or subsidiary company of the Tenderer (if any)

(e) a copy of the valid Business Registration Certificate and copies of other documents evidencing its business status.

8. **Tenders to Remain Open**

8.1 It is an essential requirement of this Invitation of Tender that a Tender shall remain valid and open for acceptance for a period not less than twenty-one (21) days from the Tender Closing Date ("**Tender Validity Period**").

8.2 Without prejudice to AOSMHKL's right and claims vis-à-vis any Tenderer who withdraws its Tender during the Tender Validity Period, due notice will be taken of any withdrawal during the Tender Validity Period and without prejudice to any other rights and remedies that AOSMHKL may have against the Tenderer, such withdrawal may prejudice the Tenderer's future status as a AOSMHKL supplier or service provider.

9. Basis of Acceptance

9.1 AOSMHKL is not bound to accept the Tenderer with the highest combined score or any tender. Without prejudice to the generality of the foregoing, in case the Base Fee and/or Turnover Fee offered by the Tenderer with the highest overall combined price and quality score is unreasonably low with reference to the advice of the Committee for Rating and Valuation, AOSMHKL may refrain from awarding the Contract to the relevant Tenderer.

9.2 Tenderers should note that their offers will be considered on an overall basis.

10. Negotiation

AOSMHKL reserves the right to negotiate with all or any Tenderer(s) about any terms and conditions in the Tender Documents and of the Contract.

11. Award of the Contract

11.1 Unless and until the Articles of Agreement have been executed by both the successful Tenderer and AOSMHKL, there shall be no Contract between AOSMHKL and any Tenderer. References to award of the Contract mean the signing of the Articles of Agreement.

11.2 The successful Tenderer will be notified within the Tender Validity Period (such notification is referred to as "**conditional acceptance of tender**"). Upon receipt of such conditional acceptance of tender, the successful Tenderer shall be obliged to fulfill all the following conditions to the satisfaction of AOSMHKL **within seven (7) days** from the date of notification (or such later date as AOSMHKL may allow):

(a) the **provision of balance of Security Deposit as required under Clause 21** of **Terms of Tender**

(b) the **payment of the Base Fee and Management Fee in respect of the first (1st) month of the Contract Period**;

(c) necessary license is already issued in the name of the successful Tenderer in respect of the operation of Stalls and remain valid for at least one month from the conditional acceptance of tender;

(d) such other conditions as AOSMHKL may stipulate in the conditional acceptance of tender.

11.3 Unless and to the extent waived by AOSMHKL in writing, upon fulfilment of the conditions by the Tenderer specified in **Clause 11.2** above to the satisfaction of AOSMHKL, AOSMHKL will, subject to its other rights and powers, enter the Contract with successful Tenderer by signing the Articles of Agreement. The Contract will incorporate, to the extent accepted by AOSMHKL, the Tender submitted by the successful Tenderer (subject to such other changes as AOSMHKL may stipulate in exercise of its powers under the Tender Documents or such changes as the parties may agree). If a Tenderer fails to fulfill all or any of the conditions mentioned in **Clause 11.2** above (unless and save to the extent they are waived by AOSMHKL in writing, if any), or fails to enter into the Articles of Agreement upon notification by AOSMHKL ("defaulting Tenderer"), the conditional acceptance of tender will become void and be of no further force.

11.4 AOSMHKL will disqualify the defaulting Tenderer, and it may, but is not obliged to, award the Contract to another Tenderer. Without prejudice to other rights and remedies of AOSMHKL, the defaulting Tenderer shall be responsible for the difference in total amount calculated by reference to the Base Fee and/or Turnover Fee submitted by that defaulting Tenderer and the eventual Contractor who will be awarded the Contract whether appointed pursuant to this Invitation to Tender exercise or another subsequent invitation exercise. On the other hand, notwithstanding anything in the Tender Documents or in the conditional acceptance of tender to the contrary, in the event that AOSMHKL exercises any of its discretion under **Clause 14** of the **Terms of Tender**, AOSMHKL shall be entitled not to enter into the Contract with a Tenderer even if the Tenderer has received a conditional notification of acceptance and fulfilled all the conditions specified **Clause 11.2** above.

11.5 Tenderers who do not receive any notification of acceptance within the Tender Validity Period shall assume that their tenders have not been accepted.

12. <u>Request for Information</u>

12.1 In the event that AOSMHKL determines that:

(a) clarification in relation to any tender is necessary;

(b) a document or a piece of information, other than the document or information set out in **Clause 4.1** of the **Terms of Tender**, is missing from the tender, it may, but is not obliged to, request the

Tenderer concerned to make the necessary clarification, or submit the required document or information.

The Tenderer shall thereafter within five (5) working days or such other period as specified in the request submit such clarification, information or document in the form required by AOSMHKL. A tender may not be considered further (or will not be considered further where it is expressly stated to be the case in the relevant provision of the Tender Documents) if complete information or document is not provided as required by the deadline as specified in the request, or in the case of clarification, such clarification is not provided by such deadline or is not acceptable to AOSMHKL. As an alternative to seeking clarification or further information or document, AOSMHKL may not consider the tender further or may proceed to evaluate the tender on an "as is" basis.

13. Tenderer's Commitment

The entire Tender, any subsequent clarification, and permitted submissions from a Tenderer must be submitted in writing. Each of them is the offer, commitment and representation of the Tenderer and will, if accepted by AOSMHKL, be incorporated into and made part of the Contract in such manner as AOSMHKL considers appropriate and become binding on the Tenderer.

14. Cancellation of the Invitation to Tender

14.1 Notwithstanding anything to the contrary in these Tender Documents, if it is in the public interest to do so, including but not limited to the situation that the proposal is less favorable compared with the market practice, AOSMHKL reserves the right to cancel this Invitation to Tender, and not award the Contract.

14.2 After cancellation pursuant to **Clause 14.1** above, if and/or when it is considered fit, AOSMHKL reserves the right to re-issue an Invitation to Tender on such terms and conditions as AOSMHKL considers appropriate.

15. Undisclosed Agency

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 and address of his principal.

16. Personal Data Provided

16.1 All personal data provided in a Tender will be used by AOSMHKL for the purposes of the Invitation to Tender and all other purposes arising from or incidental to it (including for the purposes of tender

evaluation, the award of the Contract and resolution of any dispute arising from this Invitation to Tender). In the case of the successful Tenderer, the purposes shall be extended to include Contract enforcement and management, and resolution of dispute arising from the Contract. AOSMHKL may further disclose personal data to such people as it is considered necessary for achieving all or any of the aforesaid purposes.

16.2 By submitting a Tender, a Tenderer is deemed to have agreed to, and to have obtained from each individual, whose personal data is provided in the Tender, his consent for the disclosure to AOSMHKL, use and further disclosure by AOSMHKL of the personal data for the purposes and to the persons specified in **Clause 16.1** above.

16.3 An individual to whom personal data belongs or a person authorized by him in writing has the right of access and correction with respect to the individual's personal data as provided for in section 18 and 22 of and Principle 6 of Schedule 1 to the Personal Data (Privacy) Ordinance (Cap. 486). The right of access includes the right to obtain a copy of the individual's personal data provided in the Tender.

17. Briefing

Briefing session will not be arranged.

18. Commencement Date of the Contract Period

Subject to the confirmation by AOSMHKL in the Articles of Agreement, the tentative commencement date of the Contract Period is specified in **Clause 2** of the **Conditions of Contract**. Notwithstanding the aforementioned tentative commencement date, AOSMHKL shall have absolute discretion to determine the commencement date of the Contract Period in the Articles of Agreement and the Contract Period shall commence from the date as specified in the Articles of Agreement.

19. License, Permit and / or Certificate

(a) **The award of the Contract to a Tenderer is conditional on the Tenderer's obtaining the necessary license for operation.** Tenderers are strongly advised to examine and assess the site conditions in advance to determine all necessary licenses, permits and certificates which are required under all applicable laws and regulations to run the Business in the Stalls. **The responsibility for applying for the necessary licenses, permits and certificates and fulfillment of the requirements lies solely with the Contractor.** Neither AOSMHKL nor AOSMHKL Representative shall be held responsible in the event of the Contractor's failure or inability for any reason to obtain or renew any such licenses, permits and certificates.

(b) The Tenderer shall note that since it will necessarily take time for the relevant authorities to consider and decide on an application for a license, permit and/or certificate, the Tenderer is therefore not entitled to claim for abatement of the Base Fee and/or Turnover Fee and/or Management Fee on

the ground that he cannot operate his business pending the issue of the relevant license(s), permit(s) and / or certificate(s).
https://www.fehd.gov.hk/english/licensing/Guide_on_Types_of_Licences_Required.html

20. Restrictions on Assignment and Sub-contracting

The tender will only be accepted by any Tenderer who shall occupy the Stalls for the operation of the Business by that Tenderer. There shall be no assignment, underletting, sub-contracting or parting with the possession of the whole or any of the Stalls or transfer of any of his rights or obligations under the Contract unless with AOSMHKL's prior approval in writing.

21. Security Deposit

21.1 Each Tenderer shall submit, together with a **crossed cheque** made **payable to "AOS Management (HK) Limited**" in the amount of **HK$20,000** per stall (hereinafter referred to as "**Initial Security Deposit**") as initial security for the due and faithful performance of the Contract in accordance with the form attached at **Appendix to the Form of Security Deposit**, and in accordance with **Clause 7** of the **Conditions of Contract**. The said cheque will only be banked in upon award of Contract.

21.2 The amount of the **Security Deposit shall be THREE (3) times the Base Fee and THREE (3) times the Management Fee**.

21.3 The balance of Security Deposit (hereinafter referred to as "Balance of Security Deposit") equivalent to THREE (3) times of the Base Fee and Management Fee minus Initial Security Deposit shall be paid **within seven (7) days upon Award of Tender or when signing of Article of Agreement**, whichever is earlier.

21.4 Failure to settle the Balance of Security Deposit as stated in Clause 21.3 hereof shall be regarded as rejection of the awarded Tender and the **Initial Security Deposit will be wholly forfeited** by AOSMHKL without prejudice to AOSMHKL's claims and demands.

22. Free Decoration Period

The successful Tenderer may, upon commencement of the Contract Period, have a maximum of **seven (7) days as the Free Decoration Period** for fitting out the Stall. No Base Fee and/or Turnover Fee, and/or Management Fee shall be payable where the successful Tenderer actually uses such a Free Decoration Period for fitting out.

23. Tender Documents for the Unsuccessful Tenderer

Tender Documents of unsuccessful Tenderers will be destroyed three (3) months after the Contract has been awarded and the Articles of Agreement signed by the successful Tenderer and AOSMHKL.

24. Cost of Preparation of Tender

Each Tenderer shall submit its tender at its own cost and expenses. Neither AOSMHKL nor AOSMHKL Representative shall be liable for any costs and expenses whatsoever incurred by a Tenderer in connection with the preparation or submission of its tender including all costs and expenses relating to (a) communication or negotiations with AOSMHKL; or (b) document inspections, site visits or surveys made by the Tenderer, whether before or after the Tender Closing Date.

25. New Information

Each Tenderer should inform AOSMHKL in writing immediately of any factor which might affect its ability to meet any requirements of the Tender Documents. AOSMHKL reserves the right not to consider a Tenderer's Tender further if the Tenderer's continued ability to meet such requirement is in doubt.

26. Tender Addenda

The tender documents downloaded from the AOS website may be subject to updates. It is the responsibility of service providers to check online for the latest updates or addendums to the tender documents before the Tender Closing Date.

27. Disclaimer

27.1 The Tenderer should study all attachments to the Tender Documents (including the Annexes and Contract Schedules) carefully before submitting their tenders. The Tenderer should note that all information and statistics provided by AOSMHKL and AOSMHKL Representative in connection with this tender are for reference only.

27.2 Forecast or estimation and all other information, statistics and forecast set out in the Tender Documents, or any information or clarification provided from time to time, are provided purely for the Tenderer's information on an "as is" basis without warranty of any kind. Neither AOSMHKL nor AOSMHKL Representative gives any warranty, representation or undertaking that any information, statistics and forecast provided in the Tender Documents, or any information or clarification provided from time to time are sufficient, accurate, complete, suitable or timely for any purposes whatsoever.

27.3 To the maximum extent permitted by laws, neither AOSMHKL nor AOSMHKL Representative accepts any liability or responsibility for (a) any claim, legal proceeding, liability, loss (including any direct or indirect loss, any loss of revenue, profit, business, contract or anticipated saving), (b) damage (including any direct, special, indirect or consequential damage of whatsoever nature) or (c) any cost or expense, suffered or incurred by an Tenderer arising from the use of , or reliance on, any information, statistics or forecast provided in the Tender Documents, or any information or

clarification provided from time to time that the profits derived from the Business do not meet the expectation or projection of the successful Tenderer or do not recoup the investment cost incurred by any margin.

28. Authentication of Documents

By submitting a tender in response to the Invitation to Tender, each Tenderer authorizes AOSMHKL to obtain from:

(a) any person whose particulars are set out in the tender submitted by the Tenderer, and

(b) any issuing body of any of the certificates or documentary evidence required in the Tender Documents, all information which AOSMHKL considers appropriate and relevant to the evaluation of the tender including information to verify the legitimacy, completeness, authenticity and accuracy of any information or document submitted by the Tenderer. If any consent from any other person is required for AOSMHKL to obtain any of the aforesaid information or documents, the Tenderer represents that such consent has been duly obtained.

29. Communication with AOSMHKL

29.1 All communications given or made by the AOSMHKL Representative or a Tenderer in relation to the Invitation to Tender shall be in writing and sent or delivered to the other party in the manner provided in **Clause 28** of the **Conditions of Contract**, save that AOSMHKL Representative may, by prior notice to a Tenderer, require Tenderer to send or deliver a written communication by post or email only. The Tenderer should note that AOSMHKL Representative will not accept the use of a postal box as the Tenderer's correspondence address for any purpose whether before or after the award of the Contract.

29.2 All communications in relation to the Invitation to Tender shall be conducted directly between the AOSMHKL Representative and the Tenderer.

29.3 Unless otherwise expressly stated by AOSMHKL nor AOSMHKL Representative in writing, a statement made by AOSMHKL (whether oral or written) in response to any enquiry made by a prospective Tenderer shall be for information only. No such statement shall constitute a representative or warranty by AOSMHKL of any nature whatsoever (whether express or implied), and no invitation is made by AOSMHKL to any Tenderer or prospective Tenderer to rely on such statement. No such statement shall form part of the Tender Documents or alter, negate or constitute a waiver of any provision of the Tender Documents.

30. Tenderer's Enquiries

Any enquiries concerning these Tender Documents up to the date of lodging this tender with AOSMHKL shall be in writing and submitted to The Director, Committee (AOSMHKL), 10/F, Tower A, 83 King Lam Street, Cheung Sha Wan, Kowloon, Hong Kong or email to enquiry@avenueofstars.com.hk.

31. Anti-collusion

31.1 By submitting a tender, the Tenderer represents and warrants that in relation to the tender:

(a) it has not communicated and will not communicate to any person other than AOSMHKL the amount of Base Fee and/or Turnover Fee which it has offered in **Contract Schedule 1** (collectively "tender price");

(b) it has not been fixed and will not fix the amount of any tender price by arrangement with any person;

(c) it has not made and will not make any arrangement with any person as to whether it or that other person will or will not submit a tender; and

(d) it has not otherwise colluded and will not otherwise collude with any person in any manner whatsoever in the tendering process.

31.2 In the event that the Tenderer is in breach of any of the representations and/or warranties in **Clause 31.1** above, AOSMHKL shall be entitled to, without compensation to any person or liability on the part of AOSMHKL:

(a) reject the tender;

(b) if AOSMHKL has accepted the tender, withdraw its acceptance of the tender; and

(c) if AOSMHKL has entered a Contract with the Tenderer, terminate the Contract.

31.3 The Tenderer shall indemnify and keep indemnified the AOSMHKL and the AOSMHKL Representative, and their respective assigns and successors-in-title against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations and/or warranties in **Clause 31.1** above.

31.4 Any breach of any of the representations and/or warranties in **Clause 31.1** by the Tenderer may prejudice the Tenderer's future standing as an AOSMHKL contractor.

31.5 **Clause 31.1** above shall have no application to the Tenderer's communications in strict confidence with its own insurers or brokers to obtain an insurance quotation for computation of the tender price, or with its professional advisers, consultants or sub-contractors to solicit their assistance in preparation of the tender submission.

31.6 The rights of AOSMHKL under **Clause 31.2 to 31.4** above are in addition to and without prejudice to any other rights or remedies available to it against the Tenderer.

32. Complaints About the Tendering Process or Award of the Contract

The tendering process is subject to internal monitoring to ensure that the Contract is awarded properly and fairly. Any Tenderer who feels that his offer has not been fairly evaluated may write to the Committee of AOSMHKL for consideration if it relates to the tendering system or procedures followed. Tenderers shall lodge the complaint before disposal of documents of unsuccessful Tenderers which shall be **within three (3) months** upon the award of the Contract.

33. Survival

All rights, powers and licenses of AOSMHKL under the Tender Documents or granted pursuant to any terms thereof may be exercised by AOSMHKL in accordance with their terms notwithstanding the award of the Contract or cancellation or this Invitation to Tender.

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PART 2
CONDITIONS OF CONTRACT

1. Nature of Contract

It is expressly agreed between the contracting parties that this Contract creates no tenancy or lease or any form of legal rights on land whatsoever between the contracting parties except the right to use the Stalls in accordance with the provisions of the Contract. This Contract is granted to entitle the Contractor to offer food, beverages, commodities and/or souvenirs in the Stalls of Avenue of Stars. All rights, powers and claims of AOSMHKL may be exercised and enforced by the AOSMHKL Representative.

2. Contract Period

2.1 Subject to all rights and powers of AOSMHKL under the Contract, and any early termination or extension pursuant to any applicable provisions of the Contract, the Contract Period shall be for **a term of one (1) year and automatically renewed for one (1) year**, unless terminated in accordance with this agreement. The Contract Period shall commence from the date specified in **Clause 2.2** below, inclusive of a **Free Decoration Period of not more than seven (7) days for fitting out** the Stall upon the commencement of the Contract Period.

2.2 The tentative commencement date of the Contract Period shall be on **16 December 2026 for HS01, HS02 and HS03** and specified in the Articles of Agreement (which can be any date earlier or later than the aforesaid date as determined by the AOSMHKL Representative at her sole and absolute discretion).

3. The Obligation to Carry On the Business

3.1 Subject to the terms and conditions of the Contract, AOSMHKL grants the entitlement to the Contractor to operate the Stall in specified location of Avenue of Stars for the supply and sale of food / beverages, commodities and/or souvenirs in compliance with all terms and conditions set out in the Contract ("Business"). In consideration of the opportunity being given by AOSMHKL for operating the Business at the Stall for the Contract Period, the Contractor undertakes to carry on the Business in compliance with all requirements set out in the Contract Period.

3.2 The Contractor shall carry on the Business at the Stall throughout the opening hours as set out in **Annex B** except when otherwise authorized by AOSMHKL in writing, and at such additional or alternative opening hours as may be approved or prescribed by AOSMHKL in writing.

4. Conduct of Business

4.1 Subject to **Clauses 4.2 and 4.3** below, this Contract only entitles the Contractor to conduct the Business at the Stall, but not any other area outside the Stall (unless for the provision of services as demanded by AOSMHKL). The Contractor shall not use, cause, suffer or permit it to be used for any purpose whatsoever any part of the Avenue of Stars other than the Stall.

4.2 The Contractor shall use the m only for the Business in full compliance of all applicable laws and regulations, and shall not use, cause, suffer or permit to be used of the Stall or any part thereof for

any other purpose whatsoever.

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4.3 The Contractor shall operate the Stalls only within the Stall. The Contractor shall not use, cause, suffer or permit to be used for any purpose whatsoever any part of the Stall for other purpose without the prior written consent of AOSMHKL.

5. <u>Payment of Base Fee and/or Turnover Fee and Management Fee and Statement of Accounts</u>

5.1 In consideration for the entitlement to operate the Stall and subject to the terms and conditions of the Contract, in respect of each month of the Contract Period (apart from the Free Decoration Period), the Contract shall pay to AOSMHKL a Base Fee and/or Turnover Fee and Management Fee without any deduction or set off whatsoever.

5.2 The Base Fee and/or Turnover Fee and Management Fee in respect of each month during the Contract Period (excluding the Free Decoration Period) shall comprise of the Management Fee, a Base Fee, plus a sum known as "Turnover Fee" (if any) to be calculated in the manner as described below under this Clause:

The Turnover Fee in respect of month shall be calculated by the formula as follows:
Example: Turnover Fee is 5%, then Turnover Fee = Total Sales Turnover times 5%

If Tenderer selects Base Fee OR Turnover Fee, whichever is higher will be applied as the Rent for the respective month of the Contract Period.

5.3 The Turnover Fee in respect of the Contract Period (after the Free Decoration Period) shall be payable no later than the 14th of each month.

5.4 In respect of the Free Decoration Period:

(a) subject to (b) below, no Base Fee and/or Turnover Fee and Management Fee shall be payable whilst fitting out work is being carried out by the Contractor in the Stall;

(b) the Base Fee and/or Turnover Fee and Management Fee in respect of the Stalls shall be payable immediately on a pro-rata basis as soon as the Contractor commences the Business in the Stall during the Free Decoration Period (where applicable).

5.5 If the Contractor fails to pay a Base Fee and/or Turnover Fee and Management Fee by the due date specified in the demand note issued by AOSMHKL or any other amount payable by the Contractor under the Contract, the Contractor shall pay an interest at a rate of 2% per month Base Fee to accrue from the day on which the payment falls until actual payment in full is made.

5.6 No money shall be payable by AOSMHKL or AOSMHKL Representative to the Contractor or any other person under the Contract. The Contractor shall perform, comply with and observe all provisions of the Contract and its obligations under the Contract at its own costs and expenses regardless of

whether it is specifically stated to be the case in individual provisions of the Contract.

5.7 The Contractor shall, within fourteen (14) days after the expiry of the Contract Period submit to AOSMHKL a statement of accounts in the form as AOSMHKL may at its absolute discretion prescribe showing the Total Sales Turnover generated from the Business in the Stall and Turnover Fee payable to the AOSMHKL Representative for the Contract Period. The statement of accounts shall be **certified as being accurate and complete by the Contractor's management and an individual registered auditor** who is certified under the jurisdiction of Hong Kong.

5.8 Upon the request from time to time of AOSMHKL, the Contractor shall within fourteen (14) days from the date of such request submit a statement of accounts in the form as the AOSMHKL may approve. The statement of accounts shall show the Total Sales Turnover generated from the Business in the Stall during the Contract Period and the Base Fee and/or Turnover Fee that shall be payable to AOSMHKL for such a period as stipulated in the request. **Such a statement of accounts shall be audited and certified as being accurate and completed by the Contractor's management and an individual registered auditor**.

5.9 For the avoidance of doubt, it is hereby expressly agreed and declared that the acceptance by AOSMHKL of any accounts or audited account submitted or any money paid by the Contractor in accordance with this Clause shall not in any way whatsoever bar or otherwise preclude AOSMHKL from subsequently disputing the accuracy of any such accounts or the correctness of any such sum and that in the event that any further sum whatsoever be found due from the Contractor to AOSMHKL, the same shall be paid by the Contractor to AOSMHKL on demand plus interest at a rate of 2% per month to accrue from the due date to the date of actual payment in full at the rate specified in **Clauses 5.5** above.

5.10 Throughout the Contract:

(a) "Total Sales Turnover" in respect of the Contract Period shall mean:

The total sale revenue received or receivable by the Contractor in respect of the Business in respect of the Contract Period without any deduction of the cost of sales.

(b) "Monthly Sales Turnover" in respect of a month shall mean:

The total sale revenue received or receivable by the Contractor in respect of the Business in respect of that month without any deduction of the cost of sales.

5.11 The Contractor shall pay and discharge, in addition to the Base Fee and/or Turnover Fee and Management Fee, all electricity and water charges consumed in the Kiosk(s) and all other outgoings of a non-capital or recurring nature now or hereafter to be assessed charged or imposed by the Government of the Hong Kong Special Administrative Region or other appropriate authority upon the Kiosk(s).

6. Non-exclusive Right of the Contractor

6.1 The Contractor shall have, during the continuance of the Contract Period, but subject always to all rights and powers of AOSMHKL under the Contract, the non-exclusive, non-transferable, non-assignable right to access and to occupy the Stall for the operation of the Business within the Stall in accordance with all requirements and restrictions set out in the Contract and performance of all other obligations under the Contract which are required to be performed in the Stall.

6.2 AOSMHKL as the operator of Avenue of Stars, whether acting through the AOSMHKL Representative or otherwise, reserves all rights and powers to enter the Stall for any purpose whatsoever without any notice or reference or consent from the Contractor.

6.3 Nothing in this Contract shall confer on the Contractor any exclusive right to carry on the Business in the Avenue of the Stars.

6.4 Nothing in this Contract shall be regarded as in any way negating, prejudicing or otherwise restricting the right of AOSMHKL to authorize any person to supply any food, drinks, gifts, souvenirs, other commodities, products, items, other catering, or hosting services at Avenue of Stars. The Contractor is not entitled to claim any compensation or relief for whatsoever cause resulting from the grant of the said permissions and authorizations.

6.5 Notwithstanding anything to the contrary herein, and without prejudice to the overriding principles specified in **Clauses 6.3 and 6.4** above**,** AOSMHKL will normally authorize and permit other service provider(s) or organization(s) other than the Contractor to provide services similar to the Stall's services.

7. Security Deposit

7.1 Each Tenderer shall submit, together with the Technical Submission, a **crossed cheque** made payable to "AOS Management (HK) Limited" in the amount of **HK$20,000** per stall being the Initial Security Deposit. This cheque will only be banked in if the Tenderer is awarded the Contract. The Tenderer shall pay the balance of deposit as stipulated in Clause 21 in Terms of Tender, equivalent to THREE (3) times of the Base Fee and Management Fee minus Initial Security Deposit, **within seven (7) days upon Award of Tender or when signing of Article of Agreement**, whichever is earlier. Failure to settle the Balance of Security Deposit shall be regarded as rejection of the awarded Tender and the **Initial Security Deposit will be wholly forfeited** by AOSMHKL without prejudice to AOSMHKL's claims and demands.

7.2 The Security Deposit shall be retained with AOSMHKL, from the date of the commencement of the Contract Period until the date specified in (a) or (b) below, whichever is applicable:

(a) the date falling three months after the expiry of the Contract Period or early termination of the Contract, whichever is the earlier; or

(b) upon early termination of the Contract or expiry of the Contract Period, there remains any outstanding obligations and liabilities of the Contractor under the Contract which have not been duly and fully carried out, completed and discharged in accordance with the Contract, or there is any outstanding claim or right of the AOSMHKL Representative or AOSMHKL, the date on which all such obligations, liabilities and rights and claims have actually been carried out, completed and discharged (as confirmed by AOSMHKL in writing), or failing such confirmation the date shall not in any event be later than thirty-six (36) months after the expiry of the Contract Period or early termination of the Contract, whichever is the earlier.

The aforesaid period (depending on whichever is applicable) is hereinafter referred to as the "Guarantee Period".

7.3 Only upon the expiry of the Guarantee Period, will the Security Deposit (if in the form of cash and if any if remaining) be refunded to the Contractor without interest within 60 days.

7.4 AOSMHKL shall have the right to deduct from time to time from the Security Deposit in cash (irrespective of whether or not a demand for payment has been made against the Contractor) any amount due or payable by the Contractor to AOSMHKL under the Contract (regardless of whether the amount is payable under any indemnity or is payable as a debt) but which remains outstanding, in such order as AOSMHKL in its absolute discretion deems fit. The Security Deposit may be deducted, without AOSMHKL first having recourse to any other security or rights or taking any other steps or proceedings against the Contractor or any other person, or maybe enforced for any balance due after resorting to any one or more of other means of obtaining payment or discharge of the monies, obligations and liabilities owing by the Contractor to AOSMHKL.

7.5 If any deduction is made by AOSMHKL from the Security Deposit in during Guarantee Period, the Contractor shall, within fourteen (14) days on demand in writing by AOSMHKL, deposit a further sum equal to the amount so deducted, which further sum shall be added to the residue of and form part of the Security Deposit and, where applicable, the additional security amount required under **Clause 7**.

7.6 In the event that this Contract is early terminated under **Clause 24.1** of the **Conditions of Contract**, notwithstanding anything herein to the contrary, the Security Deposit will be wholly forfeited by AOSMHKL upon such termination without prejudice to AOSMHKL's claims and demands under the Contract which cannot be satisfied by the Security Deposit.

8. Restriction on Assignment and Sub-contracting

8.1 Unless otherwise with the prior written consent of AOSMHKL, the Contractor shall not share, assign, transfer, sub-contract or otherwise dispose of any of its interests, rights, benefits or obligations under the Contract. The performance of the Contract by the Contractor shall be to it.

8.2 AOSMHKL may refrain from giving any written consent under **Clause 8.1** above without giving any reason. If AOSMHKL does agree to give consent, any such agreement may be subject to fulfilment of conditions either by the Contractor and/or by any proposed licensees or assignees or transferees or subcontractors.

8.3 AOSMHKL shall have the right to assign from time to time the location of contracted Stall in Avenue of Stars, in such order as AOSMHKL in its absolute discretion deems fit, and the Contractor shall have no claim against AOSMHKL.

8.4 The Contractor shall remain fully liable and shall not be relieved from any of its obligations hereunder by entering any sub-contract for the performance of any part of the Contract. The Contractor shall be responsible for all acts, defaults, omissions and neglect of any of its officers, employees, agents, licensees, sub-contractors (at whatever time), and employees, officers and agents of any such sub-contractors as if they were its own.

9. License, Permit and/or Certificate

9.1 The Contract does not confer any license, permit, certificate, waiver or exemption which the Contractor is obliged to apply for under all applicable laws and regulations in order to operate the Business in the Stall (such license, permit, certificate, waiver or exemption necessary for operating the Business referred above are collectively referred as the "**Requisite Permits**"). Nothing in this Contract shall be construed to fetter any statutory power of any public officer under any Ordinance.

9.2 **The Contractor shall at its own costs apply for and successfully obtain a provisional license to operate the Business in the Stall before commencement of the operation in the Stall.**

9.3 The entitlement to operate the Business in the Stall is conditional on the Contractor having obtained all Requisite Permits, and that they remain valid and in force throughout the Contract Period, and that the Contractor continuously complies with all conditions and requirements stated therein. **Failure to obtain and maintain all Requisite Permits or obtaining license, permit, certificate, waiver or exemption (as applicable) for the incorrect kind of Business would be treated as breach of these provisions.**

9.4 Without affecting the generality of the foregoing, the **Contractor shall make no claim** of any kind whatsoever against the AOSMHKL or the AOSMHKL Representative in the event of the Contractor's

failure or inability for any reason to obtain, maintain or renew any Requisite Permits.

9.5 Without prejudice to other rights and claims of AOSMHKL for any failure by the Contractor to commence the Business no later than the beginning of the 2nd month of the Contract Period, the Contractor agrees and accepts that there will be no abatement or reduction of the Management Fee, Base Fee and/or Turnover Fee notwithstanding that the Contractor cannot operate its Business pending the consideration of its applications and issuance or renewal of the Requisite Permit(s). **The non-issuance of any of the Requisite Permits by the relevant authorities does not constitute any ground for the abatement of the Management Fee, Base Fee and/or Turnover Fee (if any) or early termination of the Contract.**

9.6 The Contractor shall produce copies of all Requisite Permit(s), including but not limited to Business Registration Certificate, from time to time upon demand by AOSMHKL.

10. Warranties and Undertakings

10.1 The Contractor warrants and undertakes to AOSMHKL that:

(a) it has the full capacity and authority and all necessary license(s), permit(s) and consent(s) to enter this Contract, to perform all its obligations hereunder and to operate the Business in the Stall(s) in accordance with the terms and conditions of the Contract and any other transactions as provided for or contemplated under this Contract; and

(b) this Contract constitutes the binding obligations of the Contractor in accordance with its terms.

10A. Design, Decoration and Items on Display

10A.1 The design and layout, including decoration and appearance, of the Stall(s) shall be prior approved by AOSHKML in writing. The Contractor shall not make any alteration to the approved design and layout without the prior consent in writing of AOSHKML.

10A.2 The Contractor shall not use the Stall for any immoral, offensive or illegal purpose. All goods or items displayed, sold, offered for sale or stored in the Stall(s) shall not be immoral, offensive or illegal. Upon the request of AOSHKML, the Contractor shall immediately stop displaying, selling, offering for sale, or storing in the Stall(s) any goods or items that are immoral, offensive or illegal in the absolute opinion of AOSHKML. The Contractor shall have no claim whatsoever against AOSHKML in respect of such stoppage. For the avoidance of doubt, a good or item is offensive if in AOSHKML's absolute opinion it is repulsive, revolting, inappropriate, political, indecent, obscene or objectionable, or infringes any intellectual property right, or contravenes any ordinances, regulations, by-laws, rules and requirements of any Government or other competent authority, in the absolute opinion of AOSHKML.

11. Premises Hygiene, Food Hygiene and Safety

11.1 The Contractor shall not keep, permit, or suffer to be kept in the Stall(s) or any part thereof any animal(s) and/or pet(s) and shall take all such steps and precautions to the reasonable satisfaction of AOSMHKL to prevent the Stall(s) or any part thereof from becoming infested by any pests or vermin.

11.2 The Contractor shall not do, or cause to suffer or permit to be done, any act or things whereby the policy or policies of insurance in respect of the premise of which the Stall(s) forms part against damage by fire or liability to their parties for the time being subsisting may become void or voidable or whereby the rate of premium or premiums thereon maybe increased, and shall repay to AOSMHKL on demand all sums paid by AOSMHKL by way of increased premium or premium thereon and all expenses incurred by AOSMHKL in and about any renewal of such policy of policies rendered necessary by a breach of this clause.

11.3 The Contractor shall assume full responsibility for the safety of all operations and methods of operations at the Stall.

11.4 The Contractor shall provide and maintain at all times properly insulated and refrigerated containers solely for the storage of frozen confections and shall store in such insulated and refrigerated containers all frozen confections available for sales in the Stall, if applicable.

11.5 The Contractor shall keep all articles of food and beverages stored or offered for sale in the Stall(s) effectively protected against flies, cockroaches, vermin, dust and dirt.

11.6 The Contractor shall not sell or offer for sale any liquid refreshment other than in sterile drink cups or in the original containers supplied by the manufacturers of such refreshment.

11.7 The Contractor shall cleanse and immerse crockery, cutlery and utensils used in the preparation of serving of food and beverages in boiling water for no less than one minute and dry the same by evaporation before each use and store the same in vermin-proof and dust-proof cupboards when not in use.

11.8 The Contractor shall not stock, sell or provide in the Stall(s) any cigarettes, cigars or tobacco products whatsoever.

11.9 The Contractor shall make at the Contractor's cost and expenses suitable and adequate arrangement for pest control against cockroaches' rodents and other vermin to be conducted in and at the premises of the Stall(s) on a regular basis and compatible with the Contractor's operation of the premise of the Stall.

12. Cleanings, Collection and Disposal of Refuse and Litter

12.1 The Contractor shall maintain to the reasonable satisfaction of the Stall(s) and its immediate vicinity in a clear, tidy and serviceable condition. If AOSMHKL in its reasonable opinion considers that the Contractor has failed to satisfactorily clean and service the Stall(s) or any part thereof, AOSMHKL may give written notice to the Contractor to carry out within twenty-four (24) hours or such longer period as AOSMHKL in its reasonable opinion may allow the necessary cleaning and servicing works in the Stall(s). In the event that the Contractors fails to carry out the works as directed, AOSMHKL may without further notice suspend the right of the Contractor to carry out the Business in the Stall(s) under **Clause 14** below in order to cause the Stall(s) and its immediately vicinity to be cleaned and serviced and the Contractor shall have no claims against AOSMHKL for compensation, and the Contractor shall pay the cost thereof to AOSMHKL on demand and shall remain liable to pay the Base Fee and Management Fee to the AOSMHKL Representative without any deduction.

12.2 The Contractor shall provide and keep in good and hygiene condition dustbins in such numbers and of such a type as shall be approved by AOSMHKL and shall collect all refuse and litter therein.

12.3 In the event of failure to comply with this Clause 12, the Contractor shall pay AOSMHKL on demand the cost and expenses incurred by AOSMHKL if the removal and disposal of such refuse and litter is being carried out by AOSMHKL or in cleansing and clearing and of the drains, grease traps and kitchen exhaust chocked or blocked due to the act, default or negligence of the Contractor.

12.4 The Contractor shall comply with the latest Municipal Solid Waste Charging Scheme. The Contractor shall arrange at least once every day or at a frequency as prescribed by AOSMHKL at any time and from time to time for the removal and disposal of all refuse and litter collected in the course of the Business, or which is otherwise deposited by customers of the Business.

12.5 The Contractor shall not discharge into any part of the drainage system serving the Stall(s) any oil grease, other deleterious matters, or any substances which might be or become a source of danger and/or injury to the drainage system of the Stall(s) or Avenue of Stars.

13. On-site Personnel

13.1 The Contractor shall be responsible for the good conduct of all on-site personnel while they are in the Stall(s) or any part thereof in Avenue of Stars and shall ensure that they will behave accordingly.

13.2 AOSMHKL shall be entitled to refuse to admit to the Stall(s) or any part thereof in Avenue of Stars, whose admission will be, in the reasonable opinion of AOSMHKL, undesirable.

13.3 The Contractor shall provide a sufficient quantity of clean uniform(s) with clear identification(s) of its Business and of a type approved by AOSMHKL for the use for all on-site personnel.

13.4 The Contractor shall ensure that at all times when on-site personnel are at work or on duty in the Stall(s), they shall wear such cloth(es) and uniform(s) in a clean and tidy manner.

13.5 The Contractor shall ensure that all on-site personnel shall keep to such parts of the Stall(s) as are necessary for the due discharge of the Contractor's obligations under the Contract.

13.6 The Contractor shall maintain a proper current and accurate record of all on-site personnel for the carrying out of the Business. Such record shall include the name, the Hong Kong Identity Card numbers and a photograph of such on-site personnel and shall be produced for inspection by AOSMHKL on request. All personal data submitted by the Contractor will be used by AOSMHKL for the purpose of this Contract only.

13.7 The Contractor shall not employ any persons who are forbidden under the laws of Hong Kong Special Administrative Region or not entitled for whatever reasons to undertake any employment in the Hong Kong Special Administrative Region. Without prejudice to any other rights or remedies which AOSMHKL has or may have against the Contractor, if there is any breach of this Clause by the Contractor, AOSMHKL may terminate the Contract under **Clause 24** of **Conditions of Contract.**

13.8 The Contractor shall comply with the Employment Ordinance (Cap. 57). Without prejudice to any other rights or remedies which AOSMHKL has or may have against the Contractor, AOSMHKL may terminate the Contract under **Clause 24** of **Conditions of Contract** if the Contractor is convicted of any offence under the Employment Ordinance.

13.9 The Contractor shall comply with the Minimum Wage Ordinance (Cap. 608). Without prejudice to any other rights or remedies which AOSMHKL has or may have against the Contractor, AOSMHKL may terminate the Contract under **Clause 24** of **Conditions of Contract** if the Contractor is convicted of any offence under the Minimum Wage Ordinance.

13.10 The Contractor shall comply with the Employees' Compensation Ordinance (Cap. 282). Without prejudice to any other rights or remedies which AOSMHKL has or may have against the Contractor, AOSMHKL may terminate the Contract under **Clause 24** of **Conditions of Contract** if the Contractor is convicted of any offence under the Employees' Compensation Ordinance.

13.11 The Contractor shall comply with the Immigration Ordinance (Cap. 115). If the Contractor is convicted of an offence under the Immigration Ordinance for employing a person who is not lawfully employable in Hong Kong Special Administrative Region, or is convicted of an offence for aiding and abetting another person to breach his condition of stay, without prejudice to any other rights or remedies which AOSMHKL has or may have against the Contractor, AOSMHKL may terminate the Contract under **Clause 24** of **Conditions of Contract**.

13.12 The Contractor shall comply with the requirement of the Occupational Safety and Health Ordinance (Cap. 509), and any other legislation pertaining to the health and safety of its own staff, the employees or agents of AOSMHKL and/or AOSMHKL Representative and any other parties who may be affected by the Contractor's operation of its Business. Without prejudice to any other rights or remedies which AOSMHKL has or may have against the Contractor, AOSMHKL may terminate the Contract under **Clause 24** of **Conditions of Contract** if the Contractor is convicted of any offence under the Occupational Safety and Health Ordinance.

13.13 Any conviction mentioned in **Clause 13.8 to 13.12** above or any other provision of this Contract does not have to relate to this Contract. The conviction of a related person or officer of the Contractor or any person being such officer during any part of the Contractor or any person being such officer during any part of the Contract Period may also be taken as the conviction of the Contractor and gives the same rights and remedies including the power to terminate under **Clause 24** of **Conditions of Contract**.

14. Suspension of Business

14.1 In the event that the Contractor is in breach of any term and condition of the Contract, AOSMHKL shall be entitled to suspend the Contractor's right to carry on the Business in the Stall(s) by notice of writing to the Contractor for a period as specified in such notice and the suspension for default may take place on the next day following from the date of such notice at the earliest or such other date as specified in the notice ("**Suspension for Default**"). Without prejudice to the generality of the foregoing, AOSMHKL may suspend the Contractor's right to carry on the Business in the Stall(s) upon the default of the Contractor as mentioned in **Clause 12.1** above or the failure of the Contractor to obtain the Requisite Permit(s) as mentioned in **Clause 9.3** or **9.4** of **Conditions of Contract** where applicable.

14.2 Upon a Suspension for Default, the Contractor shall have no right to operate the Suspended Business in the Stall(s) during the period of such Suspension for Default. The Contractor shall remain liable to pay the Base Fee and Management Fee in respect of the Stall(s) in respect of the period of Suspension for Default and perform and observe all other obligations under the Contract.

14.3 In the event that any default leading to the Suspension of Default has been remedied to the satisfaction of AOSMHKL, AOSMHKL may cancel the Suspension for Default by notice in writing to the Contractor ("**Notice of Resumption**"). Upon receipt of such notice, the Contractor shall resume the Suspended Business in the Stall(s) by such date as specified in the Notice of Resumption. The Contract Period will not however be correspondingly extended due to any suspension under **Clause 14.1** above.

14.4 Neither AOSMHKL nor AOSMHKL Representative shall be responsible for any claim, legal

proceeding, liability, loss (including any direct or indirect loss, any loss of revenue, profit, business, contract or anticipated saving), damages (including any direct, special, indirect or consequential damages of whatsoever nature) or any cost of expense, suffered or incurred by the Contractor arising out of or in relation to any Suspension for Default under **Clause 14.1** above.

15. Closure of the Stalls

15.1 Without prejudice to the rights and powers of AOSMHKL (including under **Clause 14** to effect a Suspension for Default, AOSMHKL may require a temporary closure of the Stall(s) for any operational or other reason (including any of the reasons as specified in **Clause 14.1** above) which is otherwise than due to any default of the Contractor by giving **not less than seven (7) days' notice to the Contractor** specifying the period of the temporary closure.

15.2 Without prejudice to the generality of **Clause 15.1** above, AOSMHKL reserves the right to require a temporary closure of the Stall(s) in whole or in part, by reason of fire, storm, bad weather, damage, spread of epidemic, an act of God, repair, maintenance, building modification, power and/or water outage, or for any other reasons at any time and for whatever period or periods during the Contract Period.

15.3 Where the demand of such closure or suspension of Business by AOSMHKL is due to any repair, maintenance, or building modification, notwithstanding **Clause 15.1**, AOSMHKL will give the Contractor **at least one (1) month's prior notice** before the commencement date of such closure and suspension, if it is practicable in the circumstances.

15.4 During the period of temporary closure of the Stall(s) for **a consecutive fourteen (14) days or more** (but not the otherwise), no Base Fee and Management Fee shall be payable in respect of such period, and there shall be a pro rata deduction of the Base Fee and Management Fee based on the number of days of temporary closure.

15.5 Upon any temporary closure pursuant to this **Clause 15**, the Contractor shall cease carrying on the Business in the Stall(s) for so long as the temporary closure continues.

15.6 Subject to **Clause 15.4** above, neither AOSMHKL nor AOSMHKL Representative shall be responsible for any claim, legal proceeding, liability, loss (including any direct or indirect loss, any loss of revenue, profit, business, contract or anticipated saving), damages (including any direct, special, indirect or consequential damages of whatsoever nature), or any cost and/or expense, suffered or incurred by the Contractor arising out of or in relation to any temporary closure or cessation of the Business under this **Clause 15**.

15.7 Notwithstanding anything herein to the contrary, AOSMHKL reserves the right to give **less than**

seven (7) days' notice for urgent closure due to emergency events which are beyond its reasonable control.

15.8 For the avoidance of doubt, temporary closure of the Stall(s) for a period of less than fourteen (14) days will not entitle the Contractor to claim any deduction from the Base Fee and/or Management Fee.

16. Access by the AOSMHKL for Repair

Whilst AOSMHKL has no obligation to do so, the Contractor shall permit AOSMHKL Representative or any of its servants or agents with or without workmen at all reasonable times to enter upon the Stall(s) to carry out repairs and works thereto and to any fixtures, fittings, installations and equipment whatsoever therein owned by either AOSMHKL or AOSMHKL Representative and to view the condition and state of repair thereof.

17. Inspection and Rejection

17.1 The performance of any obligation by the Contractor of this Contract including the supply of food and beverages provided in the Stall(s) shall be subject to inspection by the AOSMHKL Representative at any time.

17.2 Without prejudice to any other rights provided under the Contract, AOSMHKL may reject any action undertaken by the Contractor or the result of such action which does not strictly conform to the terms and conditions of the Contract, including any action that may constitute as non-compliance with any condition stated in Requisite Permit(s) or will lead to revocation of any of such Requite Permit(s).

17.3 Within twenty-four (24) hours of being notified in writing of the rejection of any action undertaken by the Contractor or the result of such action, the Contractor shall take necessary action to rectify such rejected action or the result of such action to the satisfaction of AOSMHKL.

17.4 If the Contractor shall fail to rectify such rejected action or result of action, AOSMHKL may, but it is not obliged, without prejudice to any other rights and remedies available to AOSMHKL carry out and complete such rectification by its own staff or by its agents. All costs and expenses whatsoever which may be incurred by AOSMHKL thereof shall be recoverable in full of the Contractor forthwith on demand. The normal working hours for the staff of the AOSMHKL Representative are, except for public holidays, from 9am to 6pm from Mondays to Fridays. In addition to the administrative costs recoverable from the Contractor for performing any such work within the normal working hours, if any work is carried out by the staff of AOSMHKL outside these normal working hours, the Contractor shall also be responsible for the overtime remuneration, subsistence allowances and traveling expenses of such staff.

18. Contractor's Act and Default

Any act, default, neglect or omission of any officer, employee or agent of the Contractor or those officers, employees or agents of such sub-contractors, or any patron or visitor of the Stall(s), (collectively "Contractor Responsible Group") shall be deemed to be the act, default, neglect or omission of the Contractor, and the Contractor shall be responsible for it as if it were its own.

19. Liability and Indemnity

19.1 Neither the AOSMHKL, AOSMHKL Representative nor any officers, employees, or agents of AOSMHKL shall be under liability whatsoever for or in respect of:

(a) any loss or damage to any of the Contractor's property or that of its employees, sub-contractors, agents, visitors to, or patrons of, the Stall(s) howsoever caused; or

(b) any injury to or death of the Contractor (in the case where the Contractor is a natural person) or any of its employee(s), sub-contractor(s), agent(s), visitor(s) to, or patrons of, the Stall(s), save and except any such injury or death caused by the gross Negligence of the AOSMHKL or the AOSMHKL Representative or any of the employees of AOSMHKL (in the course of their employment).

19.2 Without prejudice to any other provisions of the Contract, the Contractor shall indemnify each of AOSMHKL, AOSMHKL Representative, their respective assigns, successors-in-title and the officers of AOSMHKL (each an "**Indemnified Person**") from and against:

(a) all and any claims, actions, investigations, demands, proceedings or arbitration, threatened, brought or instituted by any person against an Indemnified Person (whether or not successful, compromised, settled, withdrawn or discontinued, in whole or in part and whether alone or jointly with another) ("**Third Party Claims**");

(b) all and any liabilities and indebtedness, all and any losses, damage, injury, death, and all and any costs, charges and expenses (including without limitation those liabilities and indebtedness, losses, damage, injury or death arising from any Third-Party Claim, and liabilities to pay damages or compensation, and all legal and expert fees and other awards, costs, payments. Charges and expenses on a full indemnity basis whether incurred in any Third-Party Claim or incurred in any claim or proceedings or arbitration brought by an Indemnified Party).

19.3 Which an Indemnified Person may suffer or incur directly or indirectly as a result of, arising from, in connection with, and/or in relation to:

(a) the performance or breach of any provision of the Contract by the Contractor, or by the person of the Contractor Responsible Group; or

(b) the negligence, recklessness, tortious acts or willful omission of the Contractor or by any person of the Contractor Responsible Group; or

(c) any warranty or representation made by the Contractor in the Contract; or

(d) in the tender submitted for the Contract or from time to time in the course of the Contract, which is incorrect, inaccurate, incomplete or misleading; or

(e) the non-compliance by the Contractor, or order or requirement of any Government agency or authority; or

(f) any death or injury or loss or damage of property as mentioned in Clause 19.2 except any death or injury caused by the gross Negligence of the AOSMHKL or the AOSMHKL Representative or any of the employees of the AOSMHKL (in the course of employment); or

(g) any claim or allegation for information of any Intellectual Property Rights of any person at or from the Stall(s) or in connection with the performance of this Contract.

19.4 For the purposes of this Clause, "Negligence" (in upper case) shall have the same meaning as that assigned to it in section 2(1) of the Control of Exemption Clauses Ordinance (Cap. 71).

19.5 The indemnities, payment(s) and compensation(s) given in pursuance of the Contract by the Contractor shall not be affected or reduced by reason of any failure or omission of AOSMHKL in enforcing any of the terms and conditions of the Contract, or in supervising or controlling the Contractor's operation or method of working, in detecting, preventing, or remedying any defective work carried out by the Contractor.

19.6 The Contractor shall notify AOSMHKL in writing of any injury to or death; and any loss of or damage to AOSMHKL Provisions such as power supply, air-conditioner, curtain, or other property of AOSMHKL or to the property of any of the Contractor within forty-eight (48) hours of the occurrence of such injury, death, loss or damage or after such injury, death, loss or damage has come to the Contractor's knowledge. The requirement of notifying AOSMHKL under this Clause shall not exempt or excuse the Contractor from compliance with any law.

20. Public Liability Insurance

20.1 The Contractor shall throughout the Contract Period effect at its own expense (a) a pubic liability insurance policy ("**Public Liability Insurance Policy**") in the joint names of the Contractor and AOSMHKL in the sum of not less than Hong Kong Dollars Twenty Million (**HK$20,000,000**) for any one incident and unlimited number of claims in any one (1) year; and (b) product liability insurance ("**Product Liability Insurance Policy**"), in each case with an insurance company authorized by the Insurance Company Ordinance (Cap.41) on such terms and conditions to be approved by AOSMHKL in writing in advance.

20.2 The Public Liability Insurance Policy shall:

(a) indemnify the insured in respect of all sums which each of the insured shall become legally liable to pay as compensation for any death of or injury to or illness suffered by any person (other than an employee where such death or personal injury arises out of and in the course

of the employment) or any loss or damage or property belonging to any person; and

(b) indemnify each of the insured from and against payment of legal costs awarded in favor of any claimant of any claim covered by the police of insurance and legal costs incurred by the insured in defending any claim.

20.3 The Product Liability Insurance Policy shall indemnify the Contract in respect of all sums which insured shall become legally liable to pay as compensation for any death of or injury to or illness of any person due to poisoning by food and/or drinks supplied or sold by the Contractor in the Stall(s) as well as the legal costs awarded in favor for any claimant of any claim covered by the policy of insurance and legal costs incurred by the insured in defending any claim.

20.4 The Contractor shall keep each of the Public Liability Insurance Policy and Product Liability Insurance Policy in force throughout the continuance of the Contract Period and shall, if required, deposit with AOSMHKL for record copies of such policies together with the receipt for payment for the current premiums.

20.5 Where the terms of the Public Liability Insurance Policy or Production Liability Insurance Policy taken out by the Contractor require the insured parties to bear any excess amount in the event of claims, the Contractor shall be personally and solely responsible for the payment of such excess amount and shall reimburse AOSMHKL for such payment (if paid by AOSMHKL). Under no circumstances whatsoever shall AOSMHKL Representative or AOSMHKL be responsible for the premium payable under the policy or the premium payable for the renewal thereof.

20.6 The Public Liability Insurance Policy shall include a cross-liability clause so that it shall be treated that a separate policy has been issued to each of the Contractor and AOSMHKL.

20.7 The Contractor shall take out and maintain the employees' compensation insurance as required under the Employee's Compensation Ordinance, (Cap. 282) of the Laws of Hong Kong.

20.8 The Contractor is responsible for lodging all claims with the insurance company and shall deal with the said company upon receipt from AOSMHKL or otherwise of a report on any injury, death, loss or damage, provided that AOSMHKL shall have the right to liaise with the insurance company on any matter of such claims.

20.9 If the Contractor fails to effect or to keep in force the Public Liability Insurance Policy or any other insurance which it may be required to effect under the terms and conditions of the Contract, AOSMHKL may effect and keep in force any such insurance and pay such premium or premiums thereof as may be necessary for that purpose and may from time to time deduct the amount so paid from the Security Deposit in accordance with **Clause 7** of **Conditions of Contract** or may recover the same as debt due from the Contractor.

20.10 The Contractor shall conform to the terms and conditions of the Public Liability Insurance Policy and Product Liability Insurance Policy, and all reasonable requirements of the insurers in connection with the settlement of claims, the recovery of losses and the prevention of accidents. The Contractor shall not do, permit, or suffer to be done any act or omission whereby their policies shall be rendered void or voidable, or which would otherwise amount to a breach of these. The Contractor shall bear the economic consequences of and indemnify AOSMHKL in full of and against everything stated in **Clauses 19.2 (a) and (b)** above which may arise from any failure of the Contractor to observe and comply with this Clause.

20A. <u>Observance of the Law of the People's Republic of China on Safeguarding National Security</u>

20A.1 The Contractor is responsible for ensuring strict compliance with the Law of the People's Republic of China on Safeguarding National Security in Hong Kong SAR, the Safeguarding National Security Ordinance, and the Laws of HKSAR concerning the protection of national security. This applies to both the Contractor, their employee(s), and any agent(s) involved in the Business conducted through the Stall(s). They must refrain from engaging in any acts or activities that contravene the aforementioned Laws.

20A.2 If it is determined or suspected that the Contractor, their employee(s), or agent(s) have committed, are committing, or are likely to commit acts or activities that either constitute or may lead to offense(s) endangering national security, or that are contrary to the interests of national security, public order, or public safety of Hong Kong, AOSMHKL, AOSMHKL Representative or the Hong Kong SAR Government may require the immediate cessation of such acts or activities. In such cases, AOSMHKL and AOSMHKL Representative shall not be held liable for any losses or damages incurred.

20A.3 The Contractor shall bear sole responsibility for their actions and shall be liable for all consequences arising from their non-compliance with the Laws and shall indemnify and hold AOSMHKL and AOSMHKL Representative harmless from any claims, damages, or liabilities arising out of the Contractor's acts or activities.

20A.4 Notwithstanding the above, AOSMHKL, AOSMHKL Representative and the Hong Kong SAR Government reserves the right to terminate the Contract under Clause 24 of Conditions of Contract on the grounds that the Contractor has engaged, is engaging, is likely to engage or is believed to have engaged, be engaging in, or is likely to engage in acts or activities that are likely to cause or constitute the occurrence of offences endangering national security or otherwise the exclusion 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. AOSMHKL to Recover Cost

If the Contractor fails to carry out any of its obligations or duties under this Contract and AOSMHKL executes such obligations or duties on behalf of the Contractor, without prejudice to the other rights and claims of AOSMHKL, AOSMHKL shall be entitled to recover from the Contractor as a debt due to AOSMHKL all costs and expenses that it has incurred in executing such obligations or duties or procuring the service of a third party to execute such obligations or duties including all administrative and legal costs for supervising and monitoring the performance of such obligations and duties and enforcing its rights under this Clause.

22. Recovery of Sum(s) Due

If the Contractor fails to pay any amount due or payable or otherwise upon demand by AOSMHKL pursuant to any applicable provision of the Contract, AOSMHKL shall be entitled to deduct the same from the Security Deposit in accordance with **Clause 7** and/or may recover the same as a debt due from the Contractor in such order as it deems appropriate regardless of whether it is specifically stated in the relevant provisions that such amount may be recovered as a debt, together with an interest rate at 2% per month until full payment.

23. Set-off

Whenever under the Contract any sum of money is recoverable from or payable by the Contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the Contractor under the Contract or any other AOSMHKL contracts.

24. Termination

24.1 Without prejudice to any right or action or remedy which shall have accrued or shall accrue thereafter to AOSMHKL, AOSMHKL may at any time by notice forthwith terminate the Contract in any of the following events:

(a) if the Contractor fails or neglects to observe or perform any of the terms and conditions of the Contract or fails to pay any of the sum(s) payable by the Contractor under the Contract and in the case of a breach capable of being remedied, the Contractor **fails within fourteen (14) days** (or such longer period as AOSMHKL may allow) to remedy the breach following from the issue of a notice from AOSMHKL requiring it to do so; or

(b) if the Contractor is at any time adjudged bankrupt, or has a receiving order or orders for administration of its estate made against it, or takes any proceedings for liquidation or composition under the Bankruptcy Ordinance (Cap. 6) for the time being in force, or makes any conveyance or assignment of its effects or composition or arrangements for the benefit or its creditors or purports to do so, or suffers any execution to be levied on its goods and assets in the Stall(s), or a petition is filed for the bankruptcy or winding up of its Business otherwise than for the purpose of a reconstruction or amalgamation previously approved by AOSMHKL in writing; or

(c) if the Contractor, being a company, passes a resolution, or the court makes and order for the liquidation of its assets, or a receiver or manager is appointed on behalf of the debenture holders, or circumstances which has risen entitle the court or debenture holders to appoint a receiver or manager; or

(d) if the Contractor assigns, transfers, purports to assign, and/or transfer all or any part of the obligations and/or rights of the Contract without the prior written consent of AOSMHKL; or

(e) if there is any claim or allegation or AOSMHKL has reasonable grounds to believe that the Contractor in the course of performing the Contract, or any goods or materials supplied or to be supplied by the Contractor, has infringed or may infringe the Intellectual Property Rights or any person; or

(i) **Clause 5** (Payment of Base Fee and / or Turnover Fee and Statement of Accounts);

(ii) **Clause 9** (License, Permit and/or Certificate);

(iii) Any **clause of Clause 13.7 to 13.12** (on-site Personnel).

24.2 If AOSMHKL is at any time prevented from performing the Contract by force majeure, AOSMHKL shall serve a notice to the Contractor to this effect whereupon the Contract shall terminate immediately.

24.3 For the purpose of **Clause 24.2,** "force majeure" means acts of God, strikes, lockouts, acts of war, civil disorders, or other similar or different events or contingencies beyond the reasonable control of the parties to this Contract. For these purposes an event shall not be deemed to be within the control of AOSMHKL on the ground that AOSMHKL could have prevented that event by acceding to any unreasonable demands of an authority, corporation, trade union, association or person.

24.4 Notwithstanding anything herein to the contrary, **AOSMHKL may, without cause, at any time early terminate this Contract by giving not less than one (1) month's notice to the Contractor** without compensation.

24.5 The groups for termination specified in **Clause 24** are separate and independent and shall not be limited by reference to or inference from the other of them.

25. Effect of Termination

25.1 In the event of termination or expiry of the Contract for whatever reason whether under any of the applicable provisions set out in **Clause 24** or otherwise ("**Termination**"):

(a) the Contract shall be of no further force and effect, but without prejudice to:

(i) the AOSMHKL Representative's and the AOSMHKL's rights and claims under the Contract or otherwise at law against the Contractor arising from antecedent breach(es) of the Contract by the Contractor (including any breach(es) which entitle AOSMHKL to

terminate the Contract);

(ii) the rights and claims which have accrued to a party or the AOSMHKL prior to the Termination; and

(iii) the continued existence and validity of those provisions which are expressed to or which in their context by implication survive the Termination.

(b) neither AOSMHKL nor AOSMHKL Representative shall be responsible for any claim, legal proceeding, liability, loss (including any direct or indirect loss, any loss or revenue, profit, business, contract or anticipated saving), damages (including any direct, special, indirect or consequential damages of whatsoever nature) or any cost or expense, suffered or incurred by the Contractor arising out of or in relation to the Termination;

(c) without prejudice to the other rights and claims of AOSMHKL including the right to seek indemnity under **Clause 19**, in the event that this Contract is terminated under **Clause 24**, the Contractor shall be liable for all losses, damages, costs and expenses incurred by AOSMHKL and AOSMHKL Representative arising from the Termination including without limitation to:

(i) all actual loss or revenue (as requested by the Management Fee, Base Fee and / or Turnover Fee) (where and whilst no replacement contract is awarded) and shortfall in such revenue (where a new replacement contract is awarded), for the remainder of the Contract Period had there been no Termination;

(ii) all administrative and legal costs incurred by AOSMHKL and AOSMHKL Representative for early termination of the Contract;

(iii) all administrative and legal costs incurred by AOSMHKL for issuing an invitation to bid for a new replacement contract similar to the Contract.

(d) the Contractor shall forthwith pay up all unpaid Base Fee and / or Turnover Fee and Management Fee without any deduction or set off whatsoever plus interest on any overdue amount at a rate of 2% per month;

(e) in the event that the Termination is under **Clause 24**, there shall be **a forfeiture of the Security Deposit** in its entirety without prejudice to the AOSMHKL's claims and demands under the Contract which cannot be satisfied by the Security Deposit;

(f) the Contractor shall immediately deliver up vacant possession of the Stall(s), and other working area and storage area provided by AOSMHKL or used by the Contractor in a clean and tidy condition, and all AOSMHKL Provisions such as power supply, air-conditioner, curtain, or other property of AOSMHKL and all other appliances, furniture, fixtures and fittings provided by AOSMHKL in good condition (fair wear and tear excepted) and in clean and hygiene condition. Provided always that where the Contractor has made any alternations or installed any fixtures, fittings or additions to the Stall with or without AOSMHKL's consent, AOSMHKL may at its discretion require the Contractor to reinstate or remove at the Contractor's own expenses such alternations fixtures, fitting or additions or such part or portion thereof as AOSMHKL may require and to make good and repair in a proper and workmanlike manner any damage to the Stall(s) and to AOSMHKL's fixtures and

installations thereof by such deadline date as specified by AOSMHKL (whether to fall before or after the Termination) before delivering up the Stall(s) to AOSMHKL. Alternatively, AOSMHKL may choose to retain all such fixtures, fittings and alternations made by the Contractor to the Stall(s) if AOSMHKL so chooses without any compensation to the Contractor whatsoever. For the avoidance of doubt, the Contractor shall be entitled to remove its own trade fixtures and/or trade equipment;

(g) the Contractor shall remove from the Stall(s) all removable objects from the Stall(s) which do not belong to AOSMHKL including any materials, machinery, equipment, plant and all other properties. The Contractor shall at its own expense make good any damage to the Stall arising from such removal;

(h) the Contractor shall vacate the Stall(s) and deliver up all keys and access cards to Stall(s);

(i) if the Contractor fails to comply with **Clause 25.1(f) or (g) or (h)**, AOSMHKL may forthwith enter the Stall(s) to remove any persons therein, or to remove any fixtures and fittings or reinstate any alternations so installed or erected, or any property, materials, machinery and equipment found therein and to effect the necessary repair and cleaning work so as to keep the Stall(s) in a good condition and clean and serviceable condition. AOSMHKL reserves the right to take over or to dispose of in whatsoever manner it deems appropriate and without any liability and compensation whether towards the Contractor or any other party any fixtures and fittings so installed or erected and any chattels not collected or removed by the Contractor upon the termination of the Contract. All costs, losses, damages or expenses incurred by AOSMHKL as a direct or indirect result of the breach of the Contract under this Clause shall be recoverable as a debt due from the Contractor.

26. Monies or Valuables Found

All monies or other items of value found by the Contractor's employee(s) and/or agent(s) in carrying out the Business in the Stall(s) shall be handed to AOSMHKL as soon as possible and a written receipt obtained therefrom.

27. Intellectual Property Rights

27.1 The Contractor warrants to AOSMHKL that:

(a) the Contractor will not infringe, cause, suffer, or allow infringement and/or any Intellectual Property rights of any person or persons by reason of the Contractor's possession, stocking display or sale of any item of whatsoever nature used or provided in or from the Stall(s) or any activity conducted in the Stall(s) or in connection with the operation of the Business in the Stall(s) or the performance of the Contract by the Contractor;

(b) all items to be stocked, displayed or for sale in or from the Stall(s) and/or all things or materials to be supplied or delivered by the Contractor under the Contract do not consist of or contain any materials which may infringe or are alleged to infringe the Intellectual Property Rights of any

person;

(c) in respect of any items to be stocked, displayed or for sale in the Stall(s), and in respect of which any Intellectual Property Rights are vested in a third party, the Contractor has or will have a valid and continuing license or right under which it is entitled to stock, display or sell such items;

(d) AOSMHKL, the AOSMHKL Representative, their respective authorized users, assigns and successors-in-title will not incur any liability for infringement of any Intellectual Property Rights of any person or entity by the Contractor's possession, stocking, display or sale of any item of whatsoever nature used or provided in or from the Stall(s) or any activity conducted in the Stall(s) or in connection with the operation of the Business in the Stall(s) or the performance of the Contract by the Contractor;

(e) AOSMHKL and AOSMHKL Representative and their authorized users, assigns and successors-in-title will not infringe any Intellectual Property Rights of any person or entity by the exercise of any of its rights under this Contract; and

(f) if and to the extent any material (to be supplied or provided by the Contractor to AOSMHKL under the Contract including the plans, drawings, specifications and other details submitted and form part of the Contract Schedule is required for performing the Contract or providing the services contain any works or materials of which the Intellectual Property Rights belong to a third party, prior to use and incorporation of such works and materials for performing the Contract or providing the services, the Contractor shall have obtained from such third party the grant of all necessary licenses for itself and the AOSMHKL, the AOSMHKL Representative, their respective authorized users, assigns and successors-in-title to use such works and materials in the manner and for any of the purposes contemplated by this Contract. The costs of the above licenses shall be borne by the Contractor solely.

28. Service of Notice

28.1 Any notice or communication to be given herein shall be in writing and shall be sent to the address or email of AOSMHKL set out below (in the case the AOSMHKL Representative or the AOSMHKL is the recipient) or the address or email of the Contractor set out in the Articles of Agreement (in the case the Contractor is the recipient) or to such other address as either party shall notify the other in writing by no less than five (5) days' prior written notice. Notice may be delivered personally or by post or by email.

28.2 The AOSMHKL Representative's details are as follows:

Address: 10/F, Tower A, 83 King Lam Street, Cheung Sha Wan, Kowloon, Hong Kong
Kowloon, Hong Kong
Email: enquiry@avenueofstars.com.hk
Attention: Director of AOSMHKL

28.3 Any notice or communication shall be deemed given:

(a) when left at the address of the recipient if delivered by hand during normal business hours; or

(b) one (1) working day after dispatch by post; or

(c) when successfully dispatched by email as evidenced by a return receipt whether generated manually or automatically.

29. Severability

29.1 In the event that any provisions of the Contract or any part thereof is at any time adjudged by a court of the Hong Kong Special Administrative Region to be invalid, unlawful, illegal or otherwise howsoever unenforceable, such provisions or such part thereof, as the case may be, shall be severed from the Contract and rendered ineffective so far as possible without modifying the remaining provisions hereof.

29.2 If at any time one or more provisions hereof is adjudged by a court of the Hong Kong Special Administrative Region to be invalid illegal, or otherwise howsoever unenforceable, the validity, legality or enforceability of the remaining provisions hereof shall not in any way be thereby impaired or affected.

29.3 Where, however, the provision of any such applicable law of the Hong Kong Special Administrative region may be waived, they are hereby waived by the parties hereto the full extent permitted by such law to the end that the Contract shall be valid, binding and enforceable in accordance with its terms and conditions.

30. Entire Agreement

The Contract embodies the entire understanding of the parties and supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof.

31. Amendment

Unless where expressly specified which confers on AOSMHKL Representative the unilateral power to make amendments, no amendment to any provision of the Contract shall be binding upon the parties unless it is made by a written instrument signed by each of the AOSMHKL Representative and the Contractor.

32. Further Assurance

The Contractor shall at its own costs and expenses do and execute any further things, documents, and materials (or procure the same be done or executed) to give full effect to the Contract and shall provide all such things, documents and materials to the AOSMHKL Representative within fourteen (14) days of the date of written request by the AOSMHKL Representative or such longer period as may be agreed by the

AOSMHKL Representative in writing.

33. Relationship of the Parties

33.1 The Contractor enters the Contract with AOSMHKL as an independent Contractor only and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership, a relationship of landlord and tenant, or a joint venture between the AOSMHKL Representative and the Contractor, or between AOSMHKL and the Contractor.

33.2 Unless otherwise expressly provided for in the Contract, neither party is authorized to act in the name of, or on behalf of, or otherwise bind the other party.

34. Governing Law and Jurisdiction

The Contract shall be governed by and construed according to the laws of Hong Kong Special Administrative Region. The parties hereto irrevocably submit themselves to the exclusive jurisdiction of the courts of Hong Kong Special Administrative Region in relation to any dispute arising from, in connection with, or in relation to the Contract.

35. Contracts (Rights of Third Parties) Ordinance

The parties hereby declare that nothing in this Contract confers or purports to confer on any third party any benefit or any right to enforce any term of this Contract pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623).

36. Order of Precedence

In the event that there is any conflict, contradiction or ambiguity between any documents which form part of the Contract, the following order of precedence shall be applied in order to resolve any such conflict, contradiction or ambiguity:

(a) these Conditions of Contract;
(b) Terms of Tender;
(c) Contract Schedules;
(d) Annexes.

37. Crowd Management Measures and Special Traffic Arrangement

The Contractor acknowledges that, from time to time, governmental authorities and/or the AOSMHKL may implement security, traffic management, crowd control and access restriction measures in or around the Licensed Area and Tsim Sha Tsui district, including temporary road closures during major events, festive periods and public holidays (including, without limitation 1 October, 24 December and 31 December). The Contractor may, at its sole discretion, require the Licensed Area or any part thereof to be modified, suspended or concluded

earlier, and the Contractor shall comply with all directions issued by any competent authority and/or the Contractor. The Contractor shall bear all costs and risks arising from such measures and shall have no claim whatsoever against the Contractor in respect of any loss, damage, disruption, reduced attendance, loss of revenue or other consequences arising out of or in connection with the implementation of such measures. For the avoidance of doubt, the Licensee shall not be entitled to any refund, reduction of Licence Fee or compensation as a result of or arising from or in connection with such measures.

38. Adjudication Fee, Stamp Duty and Registration Fee

The stamp duty and registration fee (if any) of the Contract and its counterpart shall be borne by AOSMHKL and the Contractor in equal shares. Upon the signing of the Contract, the Contractor shall pay to AOSMHKL an amount of HS$50 being the adjudication fee of the Contract before the Stamp Duty Office.

39. Confidentiality

The Contractor shall keep the terms of the Contract strictly confidential.

PART 3

CONTRACT SCHEDULES

Content		**Pages**
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2.	Contract Schedule 2 – Working Background and Status of Tenderer	58
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CONTRACT SCHEDULE 1

BASE FEE AND / OR TURNOVER FEE

(Note: This Contract Schedule should be sealed in the "**Price Submission**" envelope)

The Tenderer is submitting a tender for the operation of the Stall(s) at the Avenue of Stars.

The Tenderer shall pay to the AOSMHKL a Base Fee **and/or** Turnover Fee, for tenancy to operate the Stall(s) on the first day of each and every month of the Contract Period throughout the service agreement term at the following rent:

Option 1
Stall #_____
Base Fee (in Hong Kong dollars)
HK$ _____(in figures)
*** AND / OR** (* delete as appropriate)
Turnover Fee (in % of actual sales)
_____ %
Remarks:

Option 2
Stall #_____
Base Fee (in Hong Kong dollars)
HK$ _____(in figures)
*** AND / OR** (* delete as appropriate)
Turnover Fee (in % of actual sales)
_____ %
Remarks:

Option 3
Stall #_____
Base Fee (in Hong Kong dollars)
HK$ _____(in figures)
*** AND / OR** (* delete as appropriate)
Turnover Fee (in % of actual sales)
_____ %
Remarks:

The Base Fee and / or Turnover Fee does not include rates, Government rent and taxes and Management Fee payable in respect of the Tenderer's operations of the Stall(s) in the event that its tender has been accepted by AOSMHKL.

Each Tenderer shall submit together with the Technical Submission, **a crossed cheque** made payable to "**AOS Management (HK) Limited**" in the amount of **HK$20,000.00** per stall as the **Initial Security Deposit**. The cheque shall only be banked in upon award of Tender. The balance of Security Deposit, equivalent to **three (3) times of the quoted Base Fee and three (3) times of Management Fee in the contract shall be paid within seven (7) days of award of Tender or signing of Article of Agreements, whichever is earlier,** for the due and faithful performance of the Contract.

In order to ensure fairness and sustainability in our pricing policy, it is imperative that all tender prices meet a minimum threshold. AOSMHKL reserves the right to disqualify any tenderer if the tender price falls below the minimum acceptable level.

Name of Tenderer: _____ Date: _____

Name of Authorized Representative: _____

(with firm/company chop (if applicable))

CONTRACT SCHEDULE 2

WORKING BACKGROUND AND STATUS OF TENDERER

(Note: This Contract Schedule should be sealed in the "**Technical Submission**" envelope)

In accordance with **Paragraph 7** of the Terms of Tender, Tenderers are required to provide the following information.

(a) Name of Tenderer: _____(in English)

_____(in Chinese)

Registered address:

_____

_____

_____

_____

Telephone number:

_____

_____

(b) Length of business experience:

_____

_____

_____

_____

_____

(c) Shareholders / partners / proprietor of the Tenderer and their percentages of shareholding / equity interest:

_____

_____

_____

_____

_____

(d) Name and residential addresses of the following, where appropriate - directors / partner / sole proprietor of the Tenderer:

_____

_____

_____

_____

(e) A photocopy of the current Business Registration Certificate.

Name of Tenderer: _____ Date: _____

Name of Authorized Representative: _____

(with firm/company chop (if applicable))

CONTRACT SCHEDULE 3

INFORMATION OF TENDERER

(Note: This Contract Schedule should be sealed in the "**Technical Submission**" envelope)

Tenderers are required to submit the following information for evaluation according to the **marking scheme in Contract Schedule 4**. Information provided by Tenderers hereunder will be binding on the Tenderers upon the award of the Contract. Tenderers' attention is invited to the marking scheme in **Contract Schedule 4**. Failure to provide the following information will result in the Tenderer's Tender not be considered further.

(a) Contract Period:

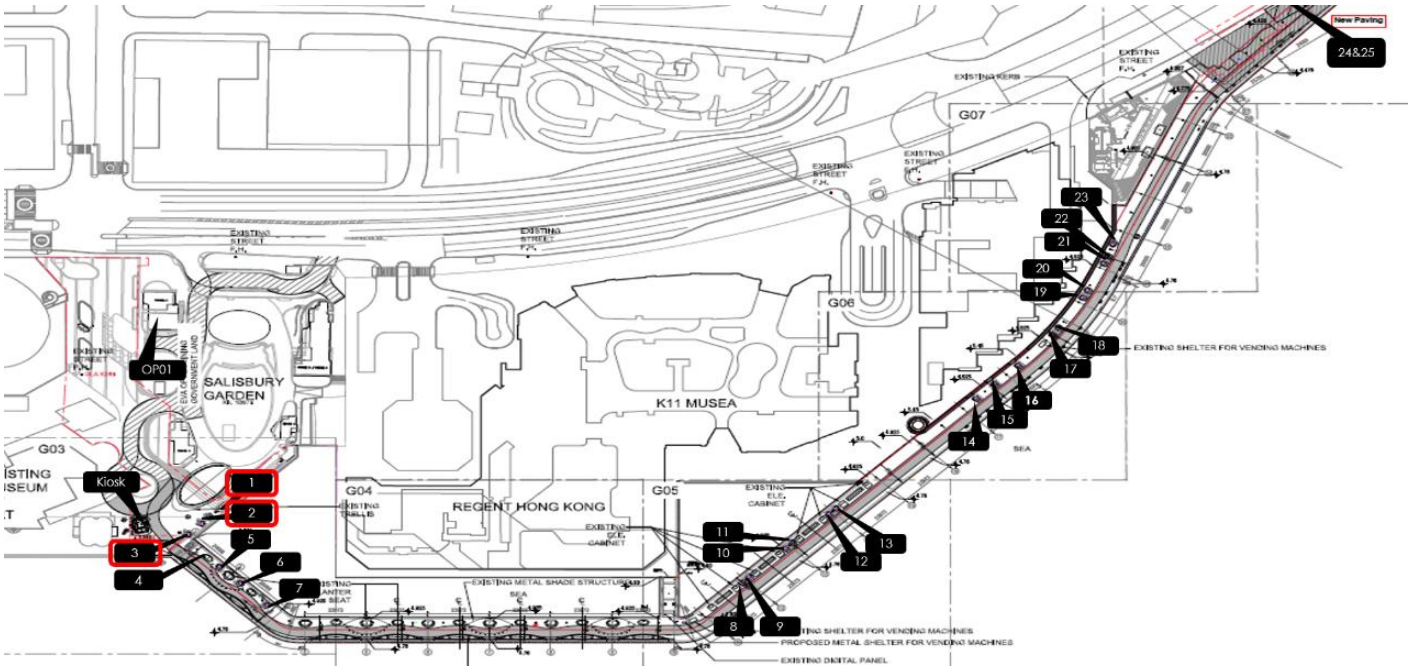
The Contract Period will be a term of **1 year fixed and 1 year automatically extended** (p.s. extension is subject to the applicable provisions of the Contract and/or approval by AOSMHKL)

(b) Stall location:

The Tenderer can pick the top desirable Stall locations (p.s. AOSMHKL reserves the right to assign Stall location):

Option 1	#_____
Option 2	#_____
Option 3	#_____

Location map of Avenue of Stars with indication of Stall 01, 02, 03 under this invitation to tender:



(c) Merchandise types of stalls

Stall No. #01, #02, #03	Can be included or other items upon approval by AOSMHKL: • Pre-cooked food to be reheated on-site; and/or • Pre-packed food & drinks; and/or • Gifts and souvenirs; and/or • Artisanal merchandises; and/or • Creative design and/or creative cultural products; and/or (p.s. Awarded Tenderers must provide necessary government license(s), permit(s) and/or certificate(s) if applicable)

(d) Proposed trade name(s) for the Stall(s). Please provide evidence of your full power, authority and legal right to carry out the business under the proposed trade name(s):

_____

_____

_____

(e) Provide other pertinent information relating to the Tenderer's relevant experience which may assist the AOSMHKL Representative in assessing the tender:

_____

_____

_____

Name of Tenderer: _____ Date: _____

Name of Authorized Representative: _____

(with firm/company chop (if applicable))

CONTRACT SCHEDULE 3

INFORMATION OF TENDERER

(Note: This Contract Schedule should be sealed in the "**Technical Submission**" envelope)

The Tenderers are required to incorporate the information outlined below into the Business Plan in compatibility with the vision, mission, value(s) and image(s) and function(s) of the Avenue of Stars as stated in the tender document (to be illustrated and supported by statements, plans and drawings where appropriate).

(i) Proposed plan with details on business vision (not limited to the core value of the business including quality products, excellent customer service, creativity, integrity, social responsibility, etc.)

_____

_____

_____

_____

_____

(ii) Proposed plan with details of products to be sold in Stall(s) and marketing and promotion plan (if any).

_____

_____

_____

_____

_____

(iii) Past track record of conducting operations of similar nature

_____

_____

_____

_____

_____

(iv) Provide merchandise type(s), photo(s) of products and/or food & beverages, menu with price structure:

_____

_____

_____

_____

_____

(v) Indication of the earliest acceptable contract commencement date:

_____

_____

(Subject to the confirmation by the AOSMHKL Representative in the Articles of Agreement, the tentative commencement date of the Contract Period is specified in **Clause 2** of the **Conditions of Contract**. Notwithstanding the aforementioned tentative commencement date, the AOSMHKL Representative shall have absolute discretion to determine the commencement date of the Contract Period in the Articles of Agreement, and the Contract Period shall commence from the date as specified in the Articles of Agreement or other date by mutually agreement and approval by AOSMHKL. Please indicate your earliest acceptable contract commencement date.)

Please tick the box below to confirm

(vi) ( ) full compliance with the terms stated in this tender documents

(vii) ( ) fulfillment of the merchandise type(s) of the designated Stall(s)

(viii) ( ) fulfillment of the license requirements for the Stall(s) operation and sales of merchandise and the Stall(s) operating hours

Name of Tenderer: _____ Date: _____

Name of Authorized Representative: _____

(with firm/company chop (if applicable))

CONTRACT SCHEDULE 4

MARKING SCHEME FOR TENDER EVALUATION

1. AOSMHKL will use a marking scheme in assessing the Tenders which meet all requirements stipulated in Stage 1. Offers which fail to meet the essential requirements will NOT be considered. Those meeting the essential requirements will be evaluated in accordance with the assessment on **Technical Submission** in Stage 2. The **Technical Score carries a weight of 50% as against a 50% weighting for the Price Score**. A Tender which fails to pass any one of the criteria in the Technical Assessment will not be further considered. The Tenderer with the highest technical mark and which Tender attains all the passing scores will be awarded with a weighted Technical Score of 50, while the weighted Technical Score for other Tenders which Tenders attain all the passing score will be calculated in accordance with the formula in **Clause 3.2** below**.** Upon completion of the Technical Assessment, the price information will be evaluated in Stage 3. The Tender with the highest combined Technical and Price Score in Stage 4 will normally be recommended for acceptance.

2. **Stage 1 – Completeness and Qualifying Check**

   2.1 Tenderers must submit the following documents on or before 12:00 noon (Hong Kong time) on the Tender Closing Date:

   (i) the "Offer to be Bound" of the Tender Form duly signed by the Tenderer;

   (ii) the quotation for the Base Fee **and/or** Turnover Fee as required in **Contract Schedule 1 –** Base Fee and / or Turnover Fee; and

   (iii) information requested in **Contract Schedule 3** – Information of Tenderer (Business Plan, Plan with details of products to be sold etc.)

   2.2 Tenderers must fulfill the requirements and compliance:

   (i) full compliance with the terms stated in the tender documents;

   (ii) fulfillment of the merchandise type(s) of the designated Stall(s); and

   (iii) fulfillment of the license requirements and Stall(s) operating hours.

   Otherwise, the Tenderer's Tender will not be considered further.

3. Stage 2 – Technical Assessment

3.1 Tenders shall be assessed under the following criteria of Technical Submission and marks will be given to Tenders in each assessed criterion in accordance with the standard stipulated below:

	Assessment Criteria	Mark
1.	**Business Plan** Each Tenderer is required to incorporate the information outlined below into the Business Plan in compatibility with the AOS's vision, mission, value(s), image(s) and function(s) as stated in the tender documents (to be illustrated and supported by statements, plans and drawings where appropriate): (a) Proposed plan with details on business vision (not limited to the core value of the business including quality products, excellent customer service, innovation, creativity, integrity, social responsibility, menu, selling price etc.) (b) Proposed plan with details of products to be sold in Stall(s) and marketing and promotion plan (if any), with photos and quality of merchandise types, menu with price	**50 (passing mark = 25)**
2.	**Past Track Record** Each Tenderer is required to provide information on their past track record of conducting operations of similar nature as requested by AOSMHKL.	
3.	**Earliest acceptable contract commencement date**	

3.2 **Calculation of weighted technical score**:

The Technical Proposal of those tenders which meet all the essential requirements will be marked in Stage 2 Technical Assessment. There is a passing mark in each assessment criterion. Tenderers failing to attain the passing mark will not be considered further. The Tenderer(s) who passes all the assessment criteria in Stage 2 and attains the highest technical mark will be awarded with a weighted quality score of 50 while the weighted quality scores for other Tenderers who pass the Stage 2 Technical Assessment will be calculated in accordance with the following formula:

$$50 \times \frac{\text{Technical marks award to the relevant Tenderers}}{100}$$

[Note: The weighted Technical Score of each conforming Tender will be rounded to the nearest two (2) decimal places. Figures with the values 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 the values at the third decimal place below 0.005 will be rounded down by curtailing the third decimal place onward without changing the values at the second decimal place.

Examples of calculating the weighted technical score and the rounding arrangements are given as follows:

Assuming there are three (3) Tenderers who have attained all passing standard scores in the technical assessment. Tender A gains the highest total mark of 80; Tender B gains a total mark of 75; and Tender C gains a total mark of 60. The weighted technical scores of the three (3) Tenderers shall be as follows:

Tenderer A: 50 x 80/100= 40

Tenderer B: 50 x 75/100 = 37.5 and

Tenderer C: 50 x 60/100 = 30

After they have been rounded to the nearest two (2) decimal places, the weighted technical score of Tenderers A, B and C will be 40, 37.5 and 30 respectively.]

Upon completion of the Technical Assessment in Stage 2, the Base Fee of those Tenders will be evaluated in Stage 3 Price Assessment.

4. Stage 3 – Price Assessment

4.1 Calculation of weighted price score:

The price evaluation will proceed after completion of the Technical Assessment.

(i) The following two price marks will be used for calculating the weighted Price Score for Tenderers who have passed the Technical Assessment, the Base Fee will be the total rental contribution by the Tenderer during the Contract Period:

$$\textbf{Mark of Base Fee} = \frac{\textbf{Base Fee}}{\textbf{Highest Base Fee among all tenderers which have passed the Technical Assessment in Stage 3}}$$

(ii) A weighted Price Score of 50 will be allocated to the tender with the highest price mark, while the weighted Price Score for the other tenders will be arrived at based on the following formula:

$$\textbf{50 x Mark of Base Fee}$$

(iii) all calculations of the mark of the weighted Price Score in Stage 3 respectively will be rounded to the nearest two (2) decimal places (i.e. the same method of rounding as shown in the Note under **Clause 3.2**)

The following examples illustrate the calculation of the weighted price score and the applicable rounding arrangements: Assuming there are three (3) Tenderers:

Tenderer A: Base Fee: HK$30,000 per month Turnover Fee: 5% Commencement Date: 1 Nov 2024 Total Base Fee Contribution for the Contract Period: HK$30,000 x 12 months = HK$360,000

Tenderer B: Base Fee: HK$33,000 per month Turnover Fee: 5% Commencement Date: 1 Jan 2025 Total Base Fee Contribution for the Contract Period: HK$33,000 x 10 months = HK$330,000

Tenderer C: Base Fee: HK$22,000 per month Turnover Fee: 20% Commencement Date: 1 Nov 2024 Total Base Fee Contribution for the Contract Period: HK$22,000 x 12 months = HK$264,000

The weighted Price Scores of the three (3) Tenderers are calculated as follows:

Tenderer A (with the highest total Base Fee contribution): 50 points
Tenderer B: 50 points x (HK$330,000 / HK$360,000) = 45.83 points (rounded to two decimal places)
Tenderer C: 50 points x (HK$264,000 / HK$360,000) = 36.67 points (rounded to two decimal places)

The rounding of the weighted Price Scores is carried out to two decimal places.

5. Stage 4 – Calculation of Combined Score

Combined Score = Weighted Technical Score + Weighted Price Score

The tender with the highest combined score will normally be recommended for acceptance subject to the requirement that the AOSMHKL is satisfied that the recommended Tenderer is fully capable of undertaking the contract and is the most advantageous to the AOSMHKL in accordance with the Tender provision.

FORM OF SECURITY DEPOSIT

(Note: This Contract Schedule should be sealed in the "**Technical Submission**" envelope)

Tenderers are advised to read carefully the Tender Documents before completing this Form of Tender.

To: AOSMHKL Committee Members, Avenue of Stars

If *my/our **Tender is accepted**, *I/we shall noted, pursuant to **Clause 7** of Conditions of Contract, the cheque in the amount of **HK$20,000** per stall as **Initial Security Deposit**, submitted together with the Technical Submission, shall be banked immediately by AOSMHKL Representative. I/we further agree to deposit with the AOSMHKL, **a sum equivalent to three (3) months' tendered Base Fee and three (3) months' Management Fee** by a crossed cheque made payable to "AOS Management (HK) Limited, **as balance of Security Deposit** for the due and faithful performance of the Agreement **within seven (7) days** upon notification of award of Tender.

Name of Tenderer: _____ Date: _____

Name of Authorized Representative: _____

(with firm/company chop (if applicable))

ARTICLES OF AGREEMENT

(serve as an example and to be signed after awarding the Tender)

THIS ARTICLES OF AGREEMENT is made the _____day of _____2026, BETWEEN AOS Management (HK) Limited of 10/F, Tower A, 83 King Lam Street, Cheung Sha Wan, Kowloon, Hong Kong of the one part, AND _____ whose office is situated at _____(hereinafter referred to "Contractor") of the other part.

WHEREAS

(A) By an Invitation to Tender (Tender Ref: AOSMHKL/TC/16/2026), the AOS Management (HK) Limited (hereinafter referred to "AOSMHKL") has invited tender(s) to operate the Business in the Stall(s) in Avenue of Stars.

(B) The Contractor's tender for the Contract was accepted in principle by AOSMHKL by a notification of conditional acceptance of tender to the Contractor pursuant to **Clause 11** of the Terms of Tender.

(C) The Contractor has apparently fulfilled all conditions specified in the notification of conditional acceptance of tender.

(D) Pursuant to **Clause 11** of the Terms of Tender, the parties hereto enter into these Articles of Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. All terms and expressions defined in the Tender Documents published by AOSMHKL in connection with the Invitation to Tender have the same meanings when they are used herein (including the recitals).

2. The Contract between AOSMHKL and the Contractor is hereby constituted and shall comprise the following documents:
   (i) Articles of Agreement (i.e. this legal document)
   (ii) Tender Form (as attached)
   (iii) Interpretation (as attached)
   (iv) Terms of Tender (as attached)
   (v) Conditions of Contract (as attached)
   (vi) Contract Schedules 1 to 3 (as attached)
   (vii) Form of Security Deposit (as attached)
   (viii) Annexes A to C (as attached)

3. The commencement date of the Contract Period shall be: 16th Dec 2026 for HS01, HS02 and HS03, but AOSMHKL reserves the right to revise the commencement date of the contract by giving written notice to the Contractor no less than 7 working days in advance (which can be any date earlier or later than the aforesaid date as determined by AOSMHKL at its sole and absolute discretion).

4. For the purpose of **Clause 28** of the Conditions of Contract, the address and email of the Contractor are as follow:

Name of the Contractor: _____

Address: _____

Email: _____

Attention (Post Title): _____

IN WITNESS thereof the parties hereto have entered into these Articles of Agreement on the day and year first above written.

SIGNED BY CONTRACTOR / THE AUTHORISED)
AUTHORIZED REPRESENTATIVE for and on behalf of THE CONTRACTOR)

Name of the Authorized Representative: _____

Title of the Authorized Representative: _____

Signature of the Authorized Representative: _____

In the presence of:

Name of Witness: _____

Title of Witness: _____

Signature of Witness: _____

SIGNED BY AOSMHKL)
AUTHORIZED REPRESENTATIVE for and on behalf of AOSMHKL)

Name of the Authorized Representative: _____

Title of the Authorized Representative: _____

Signature of the Authorized Representative: _____

In the presence of:

Name of Witness: _____

Title of Witness: _____

Signature of Witness: _____

ANNEXES

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Annex A - General Information of the Avenue of Stars

1. Since opening, the Avenue of Stars (hereafter "AOS") has been an iconic destination for members of the public as well as overseas visitors.

2. The revitalized AOS, which was designed by the internationally renowned, New York-based landscape architect James Corner Field Operations, was intended to enhance the visitor experience along the beautiful Tsim Sha Tsui waterfront while also accommodating a diverse range of activities. Since its re-opening, the revitalized AOS now features more seating, shade and amenities for visitors' comfort and enjoyment.

3. AOS not only brings the waterfront experience to a new level, but it also hosts events promoting arts, culture and cinematography. Its visionary design and carefully curated activities add to the ambience of the arts and cultural cluster of the Tsim Sha Tsui waterfront, making the AOS a must-go attraction for local and overseas visitors.

4. AOSMHKL has been entrusted by the Leisure and Cultural Services Department (hereafter "LCSD") with the responsibilities of managing, operating, and carrying out repair and maintenance works for the AOS.

5. For the comfort and convenience of visitors, AOSMHKL is now inviting tenders for the management and operation of the Stall(s) from interested parties.

Annex B - Stalls at the Avenue of Stars

1. AOSMHKL believes that the revitalized AOS is uniquely positioned to support Hong Kong's creative talent, in addition to offering an uplifting waterfront experience for visitors. As such, the operation of the Stall(s) should fulfill the following important objectives:

- Enhance visitors' experience
- Promote Hong Kong's art, tourism, leisure, sports, culture and cinematography
- Showcase creativity and uniqueness

2. The Stall(s) is located at the Avenue of Stars. (Please refer to Annex C for location map)

3. AOS has various sustainability features, including energy-conserving LED lighting, handrails made of environmentally friendly materials, light-colored tiles to reduce heat island effect, and water fountains to discourage the use of disposable plastic bottles. As such, business or operation models or merchandise collection that support and promote green living, conservation and sustainability are welcome.

4. Information on each Stall is as follows:

Quantity	1
Size	30 sq. ft.
Contract Period	16 Dec 2026 to 15 Dec 2028 tentatively for HS01, HS02 and HS03 (a term of 1 year fixed and 1 year automatically extended and extension is subject to the applicable provisions of the Contract and/or approval by AOSMHKL) (A schedule will be provided to the successful Tenderer).
Operating Hours	Daily from 12:00pm to 9:00pm Contractor needs to keep the Stall(s) open to public for trade or business during the normal operating hours from 12:00pm to 9:00pm ("Normal Business Hours") on all days of the year, for at least 75% of the Normal Business Hours, provided always that the Normal Business Hours maybe be alerted from time to time by the AOSMHKL at its absolute discretion. The Contractor shall be entitled with the written consent of AOSMHKL which may be given or withheld at AOSMHKL's absolute discretion to remain open for business outside the Normal Business hours but in any event shall not be between midnight and 7:00 am on all days.

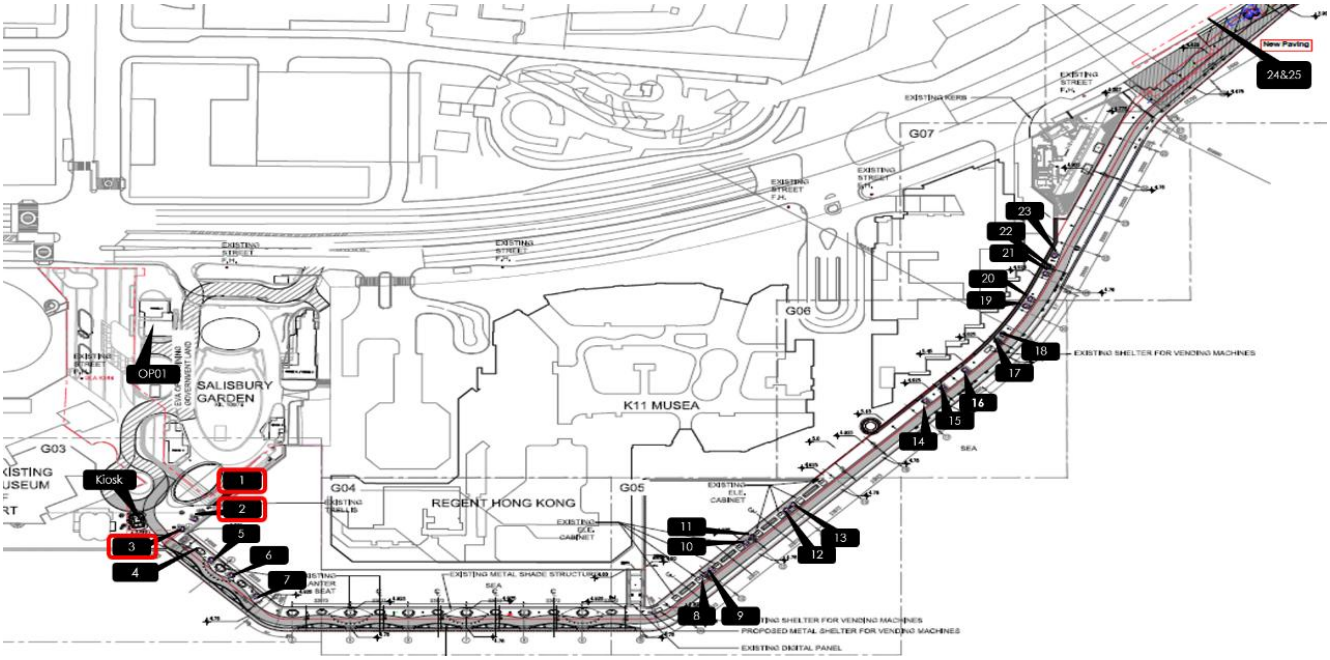
Location	Fixed	• Location may be changed due to operation considerations for festive events and other events approved by AOSMHKL.
Shelter	Yes	• Refer to the design rendering
Electricity Supply	Yes	• *5 x 13A Double Socket = 10 x 13A Sockets • 1 x 13A Single Socket for A/C ** Designated stalls with higher Electricity Supply and please refer to Annex 3 the Location Map*
Water supply and Drainage	No	• The Contractor can use the nearest tap water supply showed in the location map.
Air Conditioner	Yes	• 1 x A/C (1HP)
Merchandise Type	Stall No. #1, #2, #3	Must be included or other items upon approval by AOSMHKL: • Hot Food & Beverages; and/or • Pre-packed food & drinks; and/or • Pre-cooked food to be reheated on-site (p.s. Awarded Tenderers must provide necessary government license(s), permit(s) and/or certificate(s))
Restrictions on Merchandises		• No tobacco products • No illegal and offensive material • No merchandises carrying offensive messages
Weather Contingency		The Stall(s) must suspend operations ahead of the issuance of the red/ black rainstorm signal or tropical cyclone signals no. 8, 9 and 10. Other restrictions arising from special weather conditions may apply, subject to risk assessment of AOSHKML.

1. The Contractor is advised to examine and assess AOS' conditions in advance to determine all necessary license(s), permit(s) and certificate(s) which are required under all applicable laws and regulations to run the Business in the Stall(s). The Contractor shall not stock, sell or provide in the Stall(s) any cigarettes, cigars, tobacco products or narcotic drugs whatsoever.

2. The Contractor may exhibit, display or use any advertising material with an advertising nature for the Business subject to the prior written consent of the Hong Kong SAR Government.

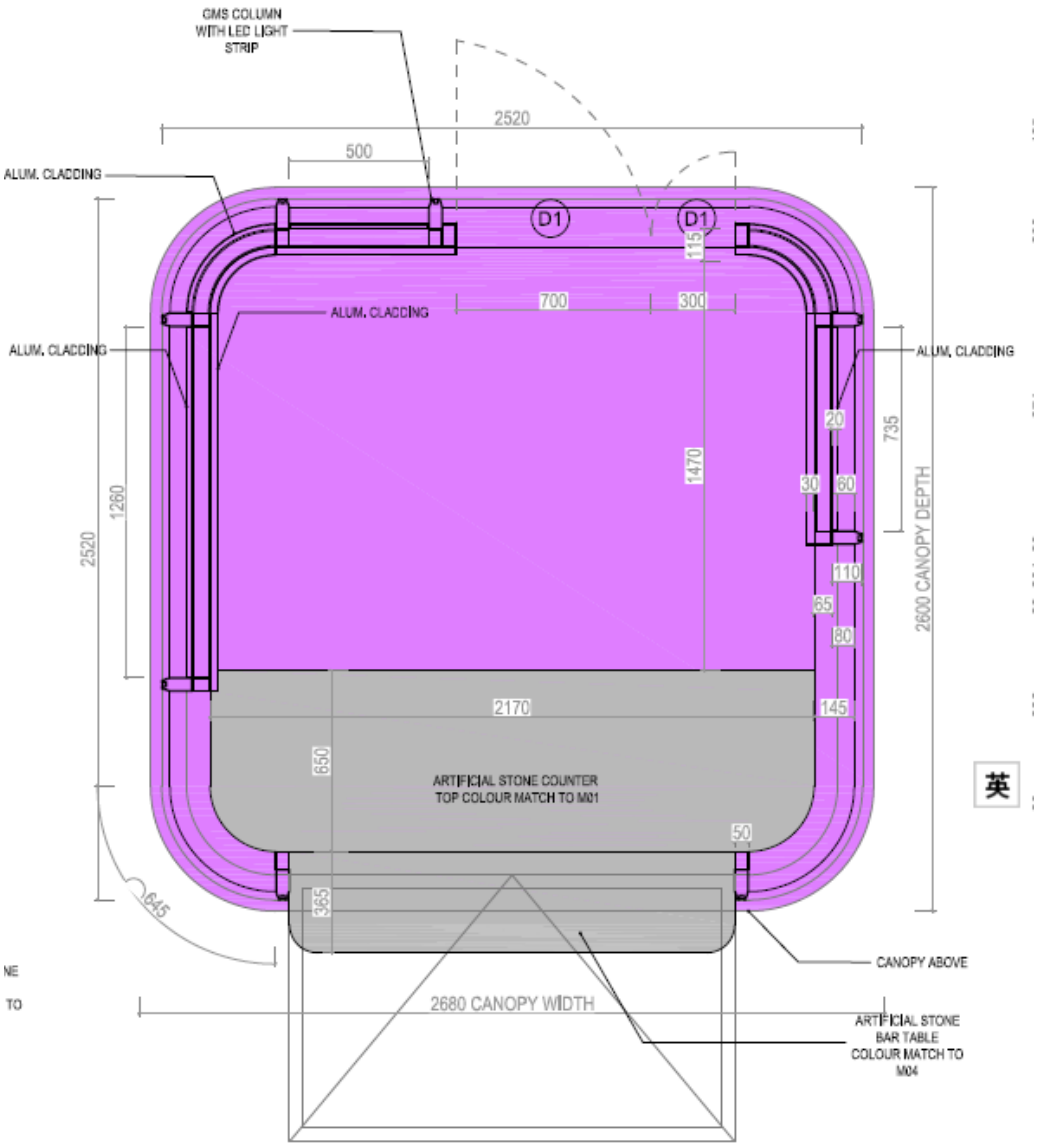
Annex C

Location Map of Avenue of Stars for #01, #02, #03 stalls in total with indication of stalls

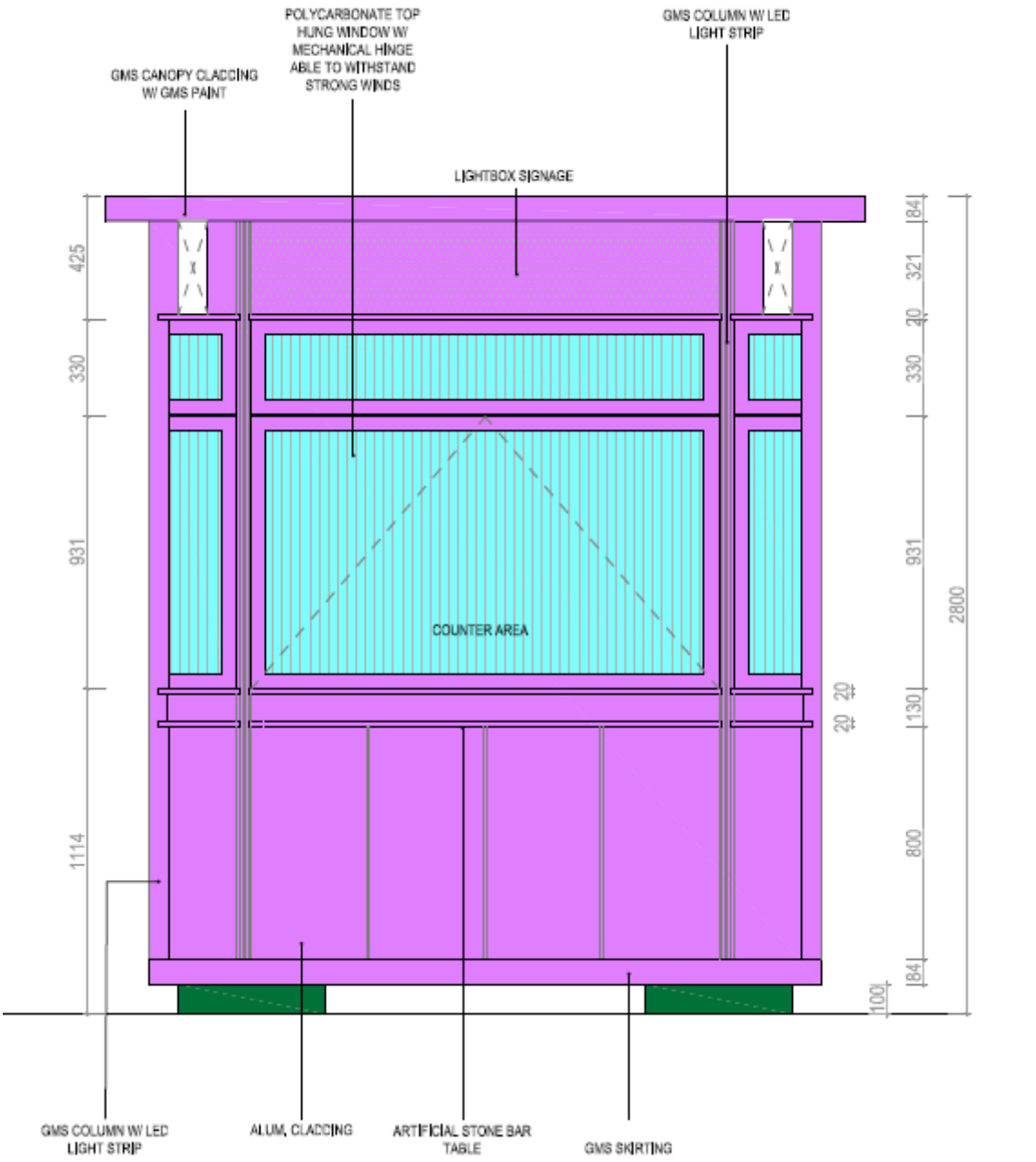


Stall Design (for reference only)

Stall Top View with Dimensions (for reference only)



Stall Elevation with Dimensions (for reference only)



Disclaimer: the drawings, the floorplan and location of the stalls are for reference only and are subject to change at the discretion of AOSMHKL, and AOSMHKL reserves the final decision on the stall location, design and dimensions of the Stalls, and shall notify the successful Tenderer as soon as practical.