

# TENDER NOTICE

The Government of the Hong Kong Special Administrative Region (hereinafter referred to as "the Government") invites tenders by way of premium for the grant of the lot of land described in the Particulars of the Lot hereunder for a term of fifty years commencing from the date of the Memorandum of Agreement at a rent specified in the Particulars of the Lot hereunder and subject to the General and Special Conditions of Sale annexed hereto (hereinafter referred to as "the Conditions of Sale").

## PARTICULARS OF THE LOT

Registry No.	Location	Site	Area in square metres	Rent
Rural Building Lot No. 1165	Near 110 Repulse Bay Road, Hong Kong	As delineated and shown coloured pink, pink hatched black, pink stippled black and pink stippled black cross-hatched black on the plan annexed hereto	4,340 (about)	An annual rent of an amount equal to 3% of the rateable value from time to time of the lot, subject to General Condition No. 4 of the Conditions of Sale

2. The Government does not bind itself to accept the highest or any tender.
3. Tenders must be :
  - (a) made in DUPLICATE in the Form of Tender annexed hereto,
  - (b) enclosed in a sealed envelope addressed to the Chairman, Central Tender Board and clearly marked on the outside of the envelope "Tender for Rural Building Lot No. 1165", and
  - (c) placed in the Tender Box labelled "Government Secretariat Tender Box" on the Ground Floor, East Wing, Central Government Offices, 2 Tim Mei Avenue, Tamar, Hong Kong, before 12 noon on Friday, the 27<sup>th</sup> day of April 2012. In case a rainstorm black warning or typhoon signal No. 8 or above is hoisted between 9 a.m. and 12 noon on the said date, the tender closing time will be extended to 12 noon on the first working day of the following week.
4. Any tender submitted which is not in conformity with the Form of Tender annexed hereto or the terms and conditions as set out in the Tender Notice shall be rejected. Late tenders will not be accepted.
5. TENDERERS MUST FORWARD WITH THEIR TENDER a cheque or cashier's order in a sum of Twenty Five Million Hong Kong dollars (HK\$25,000,000.00), made payable to the Government of the Hong Kong Special Administrative Region and drawn on a bank which shall be a bank duly licensed under section 16 of the Banking Ordinance. If a cheque is submitted, it must be certified good by the bank on which it is drawn for payment up to the 13<sup>th</sup> day of July 2012. All cheques and cashier's orders will be retained uncashed until the Central Tender Board has made its decision on the tenders submitted. If a tender is accepted, the cheque or cashier's order submitted therewith will be treated as a deposit towards and applied in part payment of the premium tendered. All other cheques and cashier's orders will be returned, within a period of fourteen days from the date specified in paragraph 7 below, to the unsuccessful tenderers at the addresses stated in their tenders.

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

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

(c) After the award of the tender, the identity of the successful tenderer and the unsuccessful tenderers and their parent company (if any) and the amount tendered by the successful tenderer can be disclosed by the Government in response to public or media enquiries. The Government reserves the right to announce the said tender results without the need to seek the prior agreement of the tenderers and their parent company (if any).

7. If a tender is accepted, the successful tenderer shall be the Purchaser and he will be notified of the acceptance of his tender by a letter posted to him at or delivered to the address stated in his Tender Form not later than the 22<sup>nd</sup> day of June 2012. Within fourteen days of the date of the said letter, the Purchaser shall sign or in the case of a limited company duly execute under its Common Seal and in accordance with its Articles of Association, the Memorandum of Agreement in the form annexed to the Conditions of Sale and the sale plan annexed hereto. Where the successful tender has been made on behalf of a principal, the principal shall himself sign or itself execute the Memorandum of Agreement and the said plan.

8. Tenderers are requested to note that Lands Department will only answer questions of a general nature concerning the lot and will not provide legal or other advice in respect of the Conditions of Sale or statutory provisions relating to the lot. All enquiries should be directed to Mr. Alan LO at Tel. No. 2231 3802, Fax No. 2116 0764.

9. It is hereby specifically declared by the Government that any statement, whether oral or written, made and any action taken by any Government officer in response to any enquiry made by a prospective tenderer shall be for guidance and reference purposes only. Any statement shall not be deemed to form part of this Tender Notice and any such statement or action shall not and shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions as are set out in this Tender Notice or the Conditions of Sale.

10. Tenderers are required to note that pursuant to the provisions of the Land Registration Ordinance and the regulations made thereunder the personal data contained in the Condition of Sale will appear in the land register(s) or record(s) of the Land Registry to facilitate the orderly conduct of land transaction and to provide the most up-to-date information to searchers.

# FORM OF TENDER

Tender for the grant of Rural Building Lot No. 1165 for a term of fifty years commencing from the date of the Memorandum of Agreement annexed to the Tender Notice at the rent specified in the Particulars of the Lot in the Tender Notice and subject to the General and Special Conditions of Sale annexed to the Tender Notice (hereinafter referred to as "the Conditions of Sale").

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

I/We.....

having read the foregoing Tender Notice, the Conditions of Sale and examined the plan therein referred to, hereby offer to purchase the above-mentioned lot at a premium of .....

Hong Kong dollars (HK\$ ..... ) for the term and upon the terms and conditions set forth in the Tender Notice and the Conditions of Sale.

2. If this Tender is accepted, then until the Memorandum of Agreement referred to in paragraph 7 of the Tender Notice is signed or executed, this Tender together with the written acceptance thereof shall constitute a binding agreement between me/us and the Government of the Hong Kong Special Administrative Region.

3. A cheque for HK\$25,000,000.00 made payable to the Government of the Hong Kong Special Administrative Region and certified good for payment up to the 13<sup>th</sup> day of July 2012 by the bank on which it is drawn/A cashier's order for HK\$25,000,000.00 is forwarded herewith as a deposit, which shall be applied in part payment of the premium for the lot as provided in the Conditions of Sale, if my/our Tender is accepted.

4. If my/our Tender is accepted, I/we will pay the balance of premium in the manner and within the time limit stated in General Condition No. 2 of the Conditions of Sale.

5. I/We understand that the Government of the Hong Kong Special Administrative Region reserves the right to disclose the identity of the successful tenderer and the unsuccessful tenderers and their parent company (if any) and the amount tendered by the successful tenderer and to announce the tender results in accordance with paragraph 6(c) of the Tender Notice.

Dated the ..... day of ....., 20 .....

Signature of Tenderer OR Seal of Tenderer and

Signature(s) of Authorized Officer (s) .....

Name in block letters .....

Address in block letters .....

Telephone Number ..... Facsimile Number .....

Particulars of Parent Company (if appropriate) :

Name in block letters .....

Address in block letters .....

.....

Name of Contact Person(s) .....

Telephone Number ..... Facsimile Number .....

- Notes :*
- (1) If the tender is made by one or more parties who intend to develop the lot as a joint venture, then the tender must be signed by each of the joint venture partners.
  - (2) Tenders will not be considered unless they are accompanied by a deposit in the amount specified in paragraph 5 of the Tender Notice.