

大館
TAI KWUN

古蹟及藝術館
CENTRE FOR HERITAGE & ARTS

Central Police Station Compound

REQUEST FOR PROPOSAL

Retail Operator - Block 3 2/F Shop 205a, 205b and 206

www.taikwun.hk

保育活化 Conserved and revitalised by



香港賽馬會
The Hong Kong Jockey Club

Request for Proposals for Operating a Retail Outlet at the Central Police Station Compound

1. The Retail Operator's Roles & Responsibilities

The Retail Operator (the “Operator”) is to operate a retail outlet for enjoyment by the visitors, and in doing so help attract visitors to the revitalised Central Police Station (“CPS”) compound so that they can enjoy the heritage and contemporary art programmes on the site. The Operator will also provide rental income to The Jockey Club CPS Limited (the “JCCPS”). The guiding philosophy of The Hong Kong Jockey Club Charities Trust (the “Trust”) for the Central Police Station Revitalisation Project (the “Project”) is that the commercial activities are to raise funds for the benefit of sustaining the overall operation of the CPS.

2. Other Operations

There is a mix of other operations on the site which include heritage, contemporary art, retail, educational, cultural and recreational operations for public enjoyment. There are guided tours for visitors to appreciate the historical and architectural significance of the site.

3. RFP Respondents

- 3.1 All parties interested in operating a retail outlet at the CPS are welcome to respond to this Request for Proposals by submitting their proposals (the “Proposals”) to JCCPS for operating a retail outlet at the designated premises (the “Premises”) and for the permitted trade with details as set out in Appendix 2. A Proposal shall contain two parts, namely (a) the Operation Proposal and (b) the Financial Proposal which will have to be submitted under a two-envelope system and will be assessed separately.
- 3.2 The Operator must be a company incorporated under the Companies Ordinance of the laws of Hong Kong (the “RFP Respondent”), and which, if selected, will be required to enter into an agreement in respect of the Premises with the JCCPS for the retail outlet operation (the “Sub-Tenancy Agreement”).
- 3.3 After the submission of the Proposal, no changes to the RFP Respondent or its shareholding or consortium or joint venture (“JV”) arrangement will be allowed without the prior written approval of the JCCPS.

4. The Sub-Tenancy Agreement

- 4.1 The Sub-Tenancy Agreement to be made between the JCCPS (as landlord) and the Operator (as tenant) will be made pursuant to the JCCPS’s right to sub-let and sub-license the premises of the CPS site under the tenancy agreement between the HKSAR Government and the JCCPS

(the “Head Lease”). The term of the Sub-Tenancy Agreement (the “Term” and the option term (the “Option Term”) are set out in Appendix 2.

- 4.2 **Potential RFP Respondents, before submitting their Proposals, are required to contact JCCPS (see Clause 10.5 below) to obtain a proforma sub-tenancy agreement (the “Proforma Sub-Tenancy Agreement”) on a confidential basis upon signing a non-disclosure undertaking in JCCPS’s prescribed form. Before submitting their Proposals, RFP Respondents should carefully examine the Proforma Sub-Tenancy Agreement to ensure full understanding of the terms and conditions therein.**
- 4.3 By submitting the Proposal, the RFP Respondents are deemed to have accepted the terms and conditions of the Proforma Sub-Tenancy Agreement. The selected Operator shall sign and return to the JCCPS the Sub-Tenancy Agreement prepared by the JCCPS (without amendment) within fourteen days of issuance by the JCCPS (time shall be of the essence). The Sub-Tenancy Agreement shall incorporate the relevant details of the sub-tenancy as set out in this RFP and the Proposal submitted by the selected Operator (insofar as the same has been accepted by the JCCPS and subject to such changes (if any) which the JCCPS may require) and shall be in such form and on such terms of the Proforma Sub-Tenancy Agreement (as amended by the JCCPS from time to time).

5. Facilities Management

- 5.1 The Operator shall be responsible for properly managing its daily operation at the Premises and for maintaining and keeping the Premises in good repair and condition.
- 5.2 The Operator shall take particular care to protect the Premises and facilities, and abide by the rules, guidelines, conditions and operation management and maintenance plans issued by the JCCPS from time to time for the protection and operation of the Premises and its facilities.
- 5.3 Apart from obtaining and maintaining employee compensation insurance and relevant insurance policies associated with its operation, the Operator shall also obtain and maintain appropriate third party liability insurance and property damage insurance for the occupation, use and operation of the Premises.
- 5.4 The facilities to be provided by the JCCPS at the Premises upon the commencement of the term of the Sub-Tenancy Agreement are detailed in Appendix 3B.
- 5.5 The Operator will NOT be allowed to sub-lease or sub-license any part of the Premises or their facilities.

6. Operation Proposals

- 6.1 **Each RFP Respondent should submit its Operation Proposal in a sealed envelope TOGETHER with (a) a reference letter from a reputable financial institution proving its**

financial ability to set up and operate the proposed concept and (b) Appendix 1 – Form of Declaration.

- 6.2 A Operation Proposal will be disqualified if the Financial Proposal (such as the rental offers, and the cashier's order for payment of the Proposal deposit) required under Clause 7 of this RFP or any information relating to or indicating the rental offers is included in the Operation Proposal.

7. Financial Proposals

- 7.1 **Each RFP Respondent must submit its Financial Proposal (including the proposed rental offer) in a separate sealed envelope. Otherwise, the Proposal submitted will be disqualified.**
- 7.2 Each RFP Respondents should ensure that rental offers quoted are accurate before submitting the Financial Proposal. Under no circumstances will the JCCPS accept any request for adjustment of the rental offers stated in the Financial Proposal on the ground that a mistake has been made in the Financial Proposal.
- 7.3 **Each RFP Respondent must include in its Financial Proposal a cashier's order for an amount as detailed in Appendix 2 (the "Proposal Deposit"), made payable to "The Jockey Club CPS Limited" and drawn on a bank duly licensed under Section 16 of the Banking Ordinance (Cap. 155).** Upon acceptance of the Proposal, the cashier's order submitted therewith will be cashed and the Proposal Deposit shall be retained by the JCCPS and applied as part payment of the first month's base rent and the Cash Deposit (as defined in Clause 13.1) upon execution of the Sub-Tenancy Agreement by the Operator. Any shortfall of Cash Deposit will have to be paid up by the Operator upon its execution of the Sub-Tenancy Agreement and any excess of the Proposal Deposit over the first month's base rent and the Cash Deposit will be held by the JCCPS and be applied as payment or part of rent payable under the Sub-Tenancy Agreement until such excess has been fully utilised. The JCCPS will return to each unsuccessful RFP Respondent its cashier's order in payment of its Proposal Deposit at the address of the registered office shown on its Proposal.
- 7.4 The RFP Respondents should note that the amount of the Proposal Deposit as required by the JCCPS shall not be taken as indication of the market rental of the Premises or the JCCPS's expected rent of the Premises. The RFP Respondents are advised to make their own assessment and judgement before submitting their proposed rental offers.
- 7.5 Each RFP Respondent should include in the envelope for Financial Proposal a separate information sheet setting out the expected yearly gross receipts for the Premises for each year throughout the term of the Sub-Tenancy Agreement with justifications/ supporting information (e.g. actual yearly gross receipts of comparable outlets including the exact address and leasable area of such comparable outlets) for the JCCPS's reference.

8. Completeness of Proposals

- 8.1 Each RFP Respondent should ensure that its Proposal covers all aspects, information and documents as required by and under this RFP. Any incomplete Proposals will be rejected. Proposals containing false or misleading statements may also be rejected if such information is intended to misguide the evaluation of the Proposals.
- 8.2 Each RFP Respondent shall further ensure that its Proposal fulfils, complies with and does not alter the requirements and terms stated in this RFP. The JCCPS reserves the right to accept or reject any Proposal which does not fulfil, comply with or which alters the requirements and terms of this RFP.

9. Assessment of Proposals

- 9.1 A “two-envelope” system will be adopted where (a) a Operation Proposal and (b) a Financial Proposal will be submitted separately and which will be assessed separately. The weightings for the Operation Proposal and the Financial Proposal are 70% and 30% respectively. The Financial Proposal will only be considered after completion of the assessment of the Operation Proposal. As part of the selection process, the RFP Respondents may be required to discuss and re-consider their offers made under their Proposals with the JCCPS and to give explanations on their Proposals and supply further information for clarification as and when necessary. Nothing in the Proposals shall be binding on the JCCPS unless and until the relevant details and information in the accepted Proposal (subject to such changes (if any) as the JCCPS may require) have been incorporated in the Sub-Tenancy Agreement signed between the JCCPS and the selected Operator.
- 9.2 The composite score will be the total of the RFP Respondent’s marks under the Operation Proposal and the Financial Proposal.

For the purpose of assessment of the composite scores, the RFP Respondent’s marks under the Operation Proposal and the Financial Proposal shall be re-scaled to maximum scores of 70 and 30 respectively as follows:

- a. Individual RFP Respondent’s re-scaled score for the Operation Proposal:

$$70 \times \frac{\text{the RFP Respondent's mark for the Operation Proposal}}{\text{the highest mark amongst all Operation Proposals}}$$

- b. Individual RFP Respondent’s re-scaled score for the Financial Proposal:

$$30 \times \frac{\text{the RFP Respondent's rental offer (both base rent and turnover rent)}}{\text{the highest rental offer amongst all Financial Proposals}}$$

Each RFP Respondent’s composite score is the sum of the above re-scaled scores for the Operation Proposal and the Financial Proposal.

9.3 The Operation Proposals will be assessed in accordance with the following weightings:

a. Background and Experience (25%)

1. Company background and turnover of past relevant operations
2. Details of past operation experience (reference letters from current/previous landlords)
3. Financial strength

b. Operation Strategy (50%)

1. Operation plan and concept delivery
2. Marketing and promotion strategy including advertising plans
3. Management and team structure including staff training, complaints monitoring and handling
4. Interior design (supported by perspectives and sample boards)

c. Commitment to the Revitalisation of CPS (25%)

1. Experience in and commitment to enhancing and embracing cultural/contemporary art/local heritage offering
2. Commitment to the community (e.g. environment initiatives, social responsibility etc.)

10. Response to the Request for Proposals

10.1 RFP Respondents should submit (a) **a hard copy and soft copy in PowerPoint / Word format of the Operation Proposal** and (b) **a hard copy and soft copy of the Financial Proposal in TWO SEPARATE SEALED ENVELOPES.**

The envelope containing the Operation Proposal and the envelope containing the Financial Proposal should be marked respectively as follows:

“CONFIDENTIAL – OPERATION PROPOSAL, Response to Request for Proposals for operating a Retail Outlet at the Central Police Station Compound”

“CONFIDENTIAL – FINANCIAL PROPOSAL, Response to Request for Proposals for operating a Retail Outlet at the Central Police Station Compound”

and must be deposited in the tender box no later than 12:00 noon Hong Kong time on 30 July 2021 (the “Closing Date”) at the following address:

The Jockey Club CPS Limited
c/o Procurement Services Manager
Tender Box at 2/F Block 14, Tai Kwun,
10 Hollywood Road, Central,
Hong Kong

- 10.2 If a Black Rainstorm Signal is issued or Typhoon Signal No. 8 (NW, SW, NE or SE) or above is hoisted or remains in force at any point of time between 9:00 am and 2:15 pm on the Closing Date, the submission deadline will be extended to 2:15 pm on the next working day. A working day means Monday to Friday except public holidays. Late submissions will not be considered or accepted by the JCCPS.
- 10.3 The JCCPS has the absolute discretion to disqualify any RFP Respondent who fails to submit a complete proposal from participating in the selection process.
- 10.4 Each RFP Respondent shall not submit more than one proposal. Otherwise, all proposals submitted by such RFP Respondent will be disqualified.
- 10.5 For any question about this Request for Proposals, the Request for Proposals process or additional information, please contact the Leasing and Commercial team of the JCCPS as follows:

Senior Director, A&T Retail
CBRE
Mr. Lawrence Wan
Tel: (852) 2820 8170
Mob: (852) 6097 5601
Email: lawrence.wan@cbre.com

11. Amendment to Proposals

The RFP Respondents will not be allowed to make any amendment after submission of their Proposals unless with the prior approval of the JCCPS.

12. Validity Period

- 12.1 Each RFP Respondent may withdraw its submitted Proposals at any time not less than 14 days before the Closing Date by giving notice in writing to the JCCPS, and the JCCPS will return to such RFP Respondent its cashier's order in payment of its Proposal deposit. Otherwise, the Proposal deposit for any Proposal that is withdrawn thereafter will be forfeited by the JCCPS.
- 12.2 The RFP Respondents should note that all the submitted Proposals will remain valid for acceptance by the JCCPS for a period of NINE calendar months from and including the Closing Date (the "Validity Period"). The JCCPS may accept any of the submitted Proposals at any time within the Validity Period. RFP Respondents who do not receive any notification of acceptance of their Proposals from the JCCPS within the Validity Period shall assume that their Proposals have not been accepted.

13. Acceptance of Proposal and Execution of Sub-Tenancy Agreement

- 13.1 The selected Operator will be notified of the acceptance of its Proposal and award of the Sub-Tenancy Agreement by the JCCPS within the Validity Period. The selected Operator shall execute the Sub-Tenancy Agreement (in such form and on such terms agreeable to the JCCPS) within fourteen days of issuance by the JCCPS (time shall be of the essence), and shall upon its execution of the Sub-Tenancy Agreement pay to the JCCPS a cash deposit in the amount as set out in Appendix 2 (the “Cash Deposit”), and the first month’s base rent due under the Sub-Tenancy Agreement. The Proposal Deposit paid under Clause 7 hereof will be applied as part payment of the Cash Deposit and the first month’s base rent, with any shortfall to be paid up by the Operator and any excess to be applied by the JCCPS in the manner as set out in Clause 7 hereof. The JCCPS is entitled to hold the Cash Deposit as security deposit throughout the term of the Sub-Tenancy Agreement upon and subject to the terms and conditions of the Sub-Tenancy Agreement.
- 13.2 If the selected Operator fails to abide by its Proposal (insofar as the same has been accepted by the JCCPS and subject to such changes (if any) which the JCCPS may require) and/or execute the Sub-Tenancy Agreement and/or pay the first month’s base rent and the Cash Deposit and/or render the Bank Guarantee to the JCCPS within the time limit and in such manner as stipulated in this RFP (time shall be of the essence), the Proposal Deposit shall be wholly and absolutely forfeited by the JCCPS as liquidated damages and not as a penalty but without prejudice to any other right of the JCCPS to claim for damages or losses suffered by the JCCPS or any other remedies against the selected Operator on account of such breach and the JCCPS shall be at liberty to grant a sub-tenancy of the Premises or any part of them to other parties or invite Proposals or otherwise deal with the Premises or any part of them at such time and in such manner as the JCCPS shall deem fit without any claim by the selected Operator.

14. Disclaimer and Rights of the JCCPS

By responding to this Request for Proposals, the RFP Respondent agrees to accept and be bound by the terms and conditions set out below:

- All information and materials, including their preparation and submission, are provided by the RFP Respondent at their own cost and expense. The Trust/JCCPS shall under no circumstances be liable for any such fees and expenses.
- Any information and materials received from the RFP Respondent will not be returned.
- The Trust/JCCPS does not owe to the RFP Respondent any duty of confidentiality and is not responsible for and does not guarantee the confidentiality, of any of the information and materials received from the RFP Respondent.
- All information and materials provided by the RFP Respondent are original works, are prepared in good faith and are factually correct and without misrepresentation or infringement. Any breach or non-compliance by the RFP Respondent shall, without

affecting the RFP Respondent's liability for such breach or non-compliance, result in its Proposal being invalidated. If the Sub-Tenancy Agreement has been awarded, the Sub-Tenancy Agreement is liable for termination by the JCCPS without compensation.

- Additional information will be provided by the RFP Respondent in a timely manner upon request for clarification.
- Consent is granted to the JCCPS and/or its consultants for verification with third parties concerning information and materials received from the RFP Respondent.
- Consent is granted to the JCCPS and/or its consultants to disclose the name and background of the RFP Respondent and, if the RFP Respondent is a consortium or JV, the name and background of each member of the consortium or JV in such manner and at such time as the JCCPS deems fit.
- Consent is granted to the JCCPS to make necessary disclosure to the Government or such other persons in accordance with the requirements of the Head Lease.
- The JCCPS may, and reserves the right to, incorporate in tender or other documents on the Project, or otherwise use for and in connection with the Project, any information or materials received from the RFP Respondent, including, without limitation, the RFP Respondent's name and logo.
- Personal data contained in the proposal submitted by the RFP Respondent will be used for the purposes of this RFP and all other purposes arising from or incidental to this RFP including, without limitation, for the purposes of assessment and selection of the Operator and resolution of any dispute arising from this RFP.
- The RFP Respondent has obtained the consent from each individual whose personal data is provided in the proposal for the disclosure, use and further disclosure by the JCCPS of the personal data for the purposes mentioned in the foregoing paragraph.
- The JCCPS reserves the right to modify or revise any provision of this RFP or issue any addendum at any time and will not be liable to any RFP Respondent or any other party for any costs incurred.
- Information provided in this RFP is for reference only. The RFP Respondent should make its own independent investigation, analysis and assessment.
- The JCCPS reserves the right to accept or reject any proposal without giving reasons or justification or accept any proposal subject to such conditions (if any) and variations (if any) as the JCCPS may require. The JCCPS is not obliged to give any reasons for its acceptance or rejection of any Proposals
- The JCCPS reserves the right to terminate this RFP process at any time (whether before or after the Closing Date) by notice without incurring any liability.

- The JCCPS reserves the right to accept or reject any informality or irregularity of any proposal, and accept or reject any proposal which has not been prepared in strict conformity with the terms of this RFP.
- The JCCPS reserves the right to shortlist any RFP Respondent at any time during the RFP process and is not obliged to discuss with any party regarding its shortlisting and selection progress.
- The JCCPS reserves the right (whether before or after its acceptance of the Proposals) to negotiate the details in the offers made under any submitted Proposals with, and make counter-proposals to, any one or more of the RFP Respondent(s) and the selected Operator and is not bound to accept any proposal.
- The RFP Respondent participates in this process entirely at its own risk and the JCCPS will not under any circumstances be liable in any manner whatsoever for any loss, damage, cost or expense incurred by the RFP Respondent in connection with the preparation of the proposal, attending any interviews or otherwise connected with this RFP, irrespective of whether the JCCPS proceeds with the award of the Sub-Tenancy Agreement.
- No warranty or representation is given or to be implied against the JCCPS on any of the contents and information expressed or contained herein as to their accuracy or completeness. All contents and information contained in this document are given as of this date and are subject to change without prior notice. The JCCPS is not obliged to provide any update or change of information. The JCCPS disclaims any liability whatsoever for any misstatements, errors or omissions to the fullest extent as permitted by law.
- Consents and approvals from the JCCPS are required for use or distribution or exploitation of the contents and/or information herein.
- Neither this document nor any activities in connection therewith shall create any legal obligations or liabilities in any way on the part of the Trust.
- The RFP Respondent shall not, and shall procure that its employees, agents and consultants shall not, offer, solicit or accept any advantage as defined in the Prevention of Bribery Ordinance (Cap. 201) in respect of or in connection with the RFP and the execution of the Sub-Tenancy Agreement. Failure to so procure or any act of offering, soliciting or accepting advantage referred above committed by the RFP Respondent or by an employee, agent or consultant of the RFP Respondent shall, without affecting the RFP Respondent's liability for such failure and act, result in its Proposal being invalidated and if the Sub-Tenancy Agreement has been awarded, the Sub-Tenancy Agreement is liable for termination by the JCCPS without compensation.
- The RFP Respondent shall prepare the Proposal independently, and without consultation, communication, agreement, arrangement or collusion with any other RFP Respondent making the same or similar proposal or any other person in any manner whatsoever for

and in connection with the RFP, the execution of the Sub-Tenancy Agreement or otherwise with the Project. Any breach or non-compliance by the RFP Respondent shall, without affecting the RFP Respondent's liability for such breach or non-compliance, result in its Proposal being invalidated and if the Sub-Tenancy Agreement has been awarded, the Sub-Tenancy Agreement is liable for termination by the JCCPS without compensation.

- The RFP Respondent shall keep its Proposal open for acceptance throughout the Validity Period (or such longer period as may be agreed in writing) without unilaterally varying or amending its terms and, if applicable, without any member withdrawing or any other change being made in the composition of the shareholding, consortium or JV on whose behalf the proposal is submitted unless prior approval has been obtained from the JCCPS.
- The RFP Respondent shall ensure that it, any group company, any associated company, and the respective shareholders, partners, directors, staff, agents or consultants, will keep confidential all information and materials received from or provided to the JCCPS, including all communications and negotiations with the JCCPS, save where such information or material has come into the public domain otherwise than through the fault or negligence of the RFP Respondent.
- The RFP Respondent undertakes to indemnify and keep indemnified the JCCPS against all losses, damages, costs and expenses arising out of or in relation to any breach of any of the above terms or conditions.

Appendix 1 - FORM OF DECLARATION

To: **The Jockey Club CPS Limited**

DECLARATION

1. We refer to the Request for Proposals for Operating a Retail Outlet at the Central Police Station Compound issued by The Jockey Club CPS Limited in June 2021 (the “RFP”). Terms and expressions defined in the RFP shall have the same meanings when used in this document.
2. We hereby submit the proposal in response to the RFP and agree to be bound by the terms and conditions of the RFP.
3. We declare that we have carefully examined and fully understand all of the information provided in the RFP and all subsequent addenda, if any.
4. We declare that all information given by us in the proposal is true and correct.
5. We undertake to keep our proposal open for acceptance throughout the Validity Period (or such longer period as may be agreed in writing) without unilaterally varying or amending its terms and, if applicable, without any member withdrawing or any other change being made in the composition of the consortium or joint venture on whose behalf this proposal is submitted (unless prior written approval has been obtained from the JCCPS).
6. We declare that our proposal and the information and materials submitted in connection with the proposal has been prepared independently, and without consultation, communication, agreement, arrangement or collusion with any other RFP Respondent making the same or similar proposal or any other person in any manner whatsoever for and in connection with the RFP, the execution of the Sub-Tenancy Agreement or otherwise with the Project. We understand that any breach or non-compliance of this declaration shall, without affecting our liability for such breach or non-compliance, result in our proposal being invalidated and if the Sub-Tenancy Agreement has been awarded, the Sub-Tenancy Agreement is liable for termination by the JCCPS without compensation.
7. We declare that our directors or members of their families (meaning spouse and children) have no financial or other interests or relationship with any of the Director/Trustee or staff of The Hong Kong Jockey Club, The Hong Kong Jockey Club Charities Trust, The Jockey Club CPS Limited, Tai Kwun Culture and Arts Company Limited except as set out below:

[]*

*Insert NIL if you have nothing to declare

8. Except as set out below, we declare that our directors or members of their families (meaning spouse and children) have no financial or other interests or relationship with any of the shareholders, partners, directors or staff of the following consultants engaged on the Project:

- (i) Knight Frank Petty Limited (Leasing Advisory consultant)
- (ii) CBRE Limited (Leasing Advisory consultant)
- (iii) Herzog & De Meuron Basel Limited (Design consultant)
- (iv) Rocco Design Architects Associates Limited (Executive Architect consultant)
- (v) Purcell (Conservation Architect consultant)
- (vi) Juicyapp Limited (Digital Marketing consultant)
- (vii) PHD Limited (Media Buy consultant)
- (viii) CMRS Digital Solutions Limited (Social Media consultant)

[]*

*Insert NIL if you have nothing to declare

9. We undertake to inform The Jockey Club CPS Limited in writing immediately if any conflict of interest arises in connection with our participation or intention to participate in the RFP process.

10. We undertake that we shall not, and shall procure that our employees, agents and consultants shall not, offer or give any advantage as defined in the Prevention of Bribery Ordinance (Cap. 201) to any director / trustee or employee or agent of The Hong Kong Jockey Club, The Hong Kong Jockey Club Charities Trust, The Jockey Club CPS Limited or any of their associated entities / subsidiaries in relation to this RFP and/or any other submissions for and in connection with the Project.

11. We hereby confirm that the following person is duly authorized to respond to any of your queries and to act for and on our behalf in connection with the RFP and the proposal:

Name : _____

Post Title : _____

Organisation : _____

Telephone No. : _____

Fax No. : _____

Email address : _____

Address : _____

Signed by the RFP Respondent on this _____ day of _____ 2021.**

** If the RFP Respondent is a consortium or joint venture, all of its members must sign this Declaration.

Name of Organisation:

Authorized Signature with Company Chop

Name and Title of Authorized Person

Date

Name of Organisation

Authorized Signature with Company Chop

Name and Title of Authorized Person

Date

Name of Organisation

Authorized Signature with Company Chop

Name and Title of Authorized Person

Date

Appendix 2 – Premises Specific Schedule

1. Premises

Block 3 2/F Shop 205a, 205b and 206 of the Central Police Station Compound (the “Premises”)

2. Permitted Trade

Lifestyle

3. Term

A term of four (4) years commencing on and from such date as determined by the JCCPS.

4. Leasable Area

Approx. 1,763 s.f.

5. Proposal Deposit

A cashier's order for an amount in Hong Kong currency equivalent to one month's average base rent of the term offered by the RFP Respondent, or Hong Kong Dollars Forty-Nine Thousand only (HK\$49,000.00), whichever is the higher, made payable to “The Jockey Club CPS Limited” to be included in the Financial Proposal submitted by a RFP Respondent.

6. Cash Deposit

A cash deposit equivalent to three months' average monthly base rent, management and air conditioning charges and promotional levy payable for the Premises or Hong Kong Dollars Two Hundred Sixty-Six Thousand and Two and Fifty Cents only (HK\$266,002.50), whichever is the higher, under the Sub-Tenancy Agreement to be signed between the JCCPS and the selected Operator.

7. Management and Air Conditioning charges

The management and air conditioning charges, being the contributions towards the costs, charges, expenses and fees for the provision of standard air-conditioning service to the Premises during the Normal Air-conditioning Hours and the standard management services to the Premises, is Hong Kong Dollars Thirty-Six Thousand One Hundred Forty-One and Fifty Cents only (HK\$36,141.50) per month at the date of commencement of the term of the Tenancy Agreement, subject to increase from time to time during the term of the Tenancy Agreement.

8. Promotional levy

The sum payable from time to time for the provision of promotional services, being Hong Kong Dollars Three Thousand Five Hundred and Twenty-Six only (HK\$3,526.00) per month at the date of commencement of the term of the Sub-Tenancy Agreement, subject to increase from time to time during the term of the Sub-Tenancy Agreement.

Appendix 3

This Appendix 3 is for identification and reference purposes only; and is subject to change by the JCCPS.

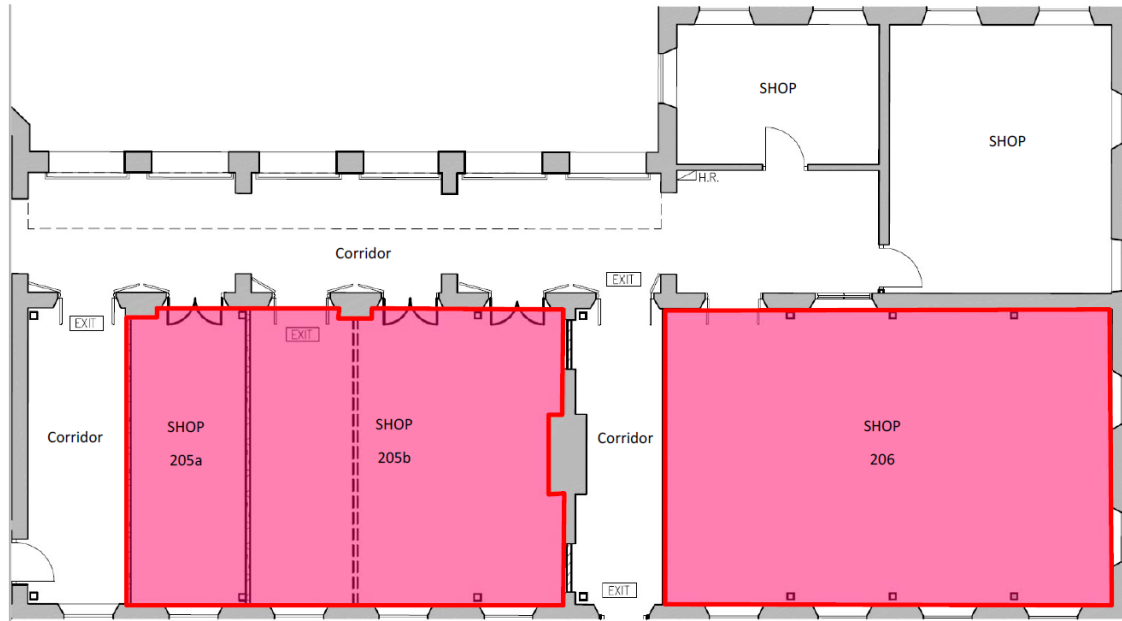
Content

3A – Floor Layout Plan

3B – Technical Provision

Appendix 3A – FLOOR LAYOUT PLAN

Block 03 2/F Shop 205a, 205b and 206



 Leasable Area

For identification purpose only
Not to scale

Appendix 3B – TECHNICAL PROVISION

Block 03 2/F Shop 205a

Ceiling

Shop 03-205a - Painted concrete ceiling

Floor

Shop 03-205a - Timber board floor and total floor loading capacity is 5 kPa.

Wall

Shop 03-205a - Painted brick wall / fire rated board wall / plaster board wall

Door & Windows

Timber Doors and windows will be provided as shown on the Floor Plan. Door lock(s) will be provided in the specific entrance door(s) only. All other doors into the Premises will be fitted with dead / drop bolts operable from the interior only.

Mechanical Ventilation and Air-conditioning Services

Estimated cooling capacity is **4.6 kW (1.3 Tr)** and maximum fresh airflow rate is **45 l/s**.

A pair of chilled water supply & return pipe terminated with isolation valves and a condensate drainpipe plugged at a suitable location within the Premises will be provided.

The upstream infrastructure for the central air-conditioning system will be provided. Primary air handling unit will be installed in the plant room with CO2 sensors provided in the Premises to regulate the ventilation system with internal CO2 levels to be less than 800ppm.

Electrical Services

Meter board with Tenant's meter-front-switch will be provided in building's switch/meter room for the Tenant to apply HKE meter at its own expenses. A **60A Double Pole** main isolation switch and the associated feeding cable terminated at a suitable location will be provided within the Premises.

No Essential power will be provided.

Exit sign and directional sign will be provided by the Landlord and connected to the Landlord's essential power.

Extra Low Voltage / Telecommunication System (For Data & telephone, please check with ICT Team)

RF signal connection point and data / telephone Terminal box with 6 terminal points (4 for data network, 2 for telephone and POS transactions) will be provided at the location to be designated by the Landlord within the Premises for Tenant's connection.

Security

No security provision will be provided within the Premises by the Landlord.

Fire Services

Full sprinkler protection will be provided in accordance with Fire Services Department (FSD) requirements for the Premises in "bare shell" condition (i.e. without any partitions or suspended ceilings).

Automatic Fire Alarm, Visual Alarm & Alarm Bell will be provided in accordance with FSD requirements.

Block 03 2/F Shop 205b

Ceiling

Shop 03-205b - Painted concrete ceiling

Floor

Shop 03-205b - Timber board floor and total floor loading capacity is **5 kPa**.

Wall

Shop 03-205b - Painted brick wall / plaster board wall

Door & Windows

Timber Doors and windows will be provided as shown on the Floor Plan. Door lock(s) will be provided in the specific entrance door(s) only. All other doors into the Premises will be fitted with dead / drop bolts operable from the interior only.

Mechanical Ventilation and Air-conditioning Services

Estimated cooling capacity is **8.1 kW / 2.3 Tr** and maximum fresh airflow rate is **88 l/s**.

A pair of chilled water supply & return pipe terminated with isolation valves and a condensate drainpipe plugged at a suitable location within the Premises will be provided.

The upstream infrastructure for the central air-conditioning system will be provided. Primary air handling unit will be installed in the plant room with CO2 sensors provided in the Premises to regulate the ventilation system with internal CO2 levels to be less than 800ppm.

Electrical Services

Meter board with the Tenant's meter-front-switch will be provided in building's switch/meter room for the Tenant to apply HKE meter at its own expenses. A **60A SPN** main isolation switch and the associated feeding cable terminated at a suitable location will be provided within the Premises.

No Essential power will be provided.

Exit sign and directional sign will be provided by the Landlord and connected to the Landlord's essential power.

Extra Low Voltage / Telecommunication System (For Data & telephone, please check with ICT Team)

RF signal connection point and data / telephone Terminal box with 6 terminal points (4 for data network, 2 for telephone and POS transactions) will be provided at the location to be designated by the Landlord within the Premises for Tenant's connection.

Security

No security provision will be provided within the Premises by the Landlord.

Fire Services

Full sprinkler protection will be provided in accordance with Fire Services Department (FSD) requirements for the Premises in "bare shell" condition (i.e. without any partitions or suspended ceilings).

Manual Fire Alarm and Automatic Fire Alarm will be provided in accordance with FSD requirements.

Block 03 2/F Shop 206

Ceiling

Shop 03-206 - Painted fire rated ceiling with structural multi-purpose metal grid installed for the mounting base of Landlord's services and Tenant's fitting out work

Floor

Shop 03-206 - Timber board floor and total floor loading capacity is **5 kPa**.

Wall

Shop 03-206 - Painted brick wall & painted fire rated wall board

Door & Windows

Timber Doors, wooden louver and windows will be provided as shown on the Floor Plan. Door lock(s) will be provided in the specific entrance door(s) only. All other doors into the Premises will be fitted with dead / drop bolts operable from the interior only.

Mechanical Ventilation and Air-conditioning Services

Estimated cooling capacity is **15.3 kW / 4.4 Tr** and maximum fresh airflow rate is **162 l/s**.

A pair of chilled water supply & return pipe terminated with isolation valves and a condensate drainpipe plugged at a suitable location within the Premises will be provided.

The upstream infrastructure for the central air-conditioning system will be provided. Primary air handling unit will be installed in the plant room with CO2 sensors provided in the Premises to regulate the ventilation system with internal CO2 levels to be less than 800ppm.

Electrical Services

Meter board with Tenant's meter-front-switch will be provided in building's switch/meter room for the Tenant to apply HKE meter at its own expenses. A **60A TPN** main isolation switch and the associated feeding cable terminated at a suitable location will be provided within the Premises.

No Essential power will be provided.

Exit sign and directional sign will be provided by the Landlord and connected to the Landlord's essential power.

Extra Low Voltage / Telecommunication System

RF signal connection point and data / telephone Terminal box with 6 terminal points (4 for data network, 2 for telephone and POS transactions) will be provided at the location to be designated by the Landlord within the Premises for Tenant's connection.

Security

No security provision will be provided within the Premises by the Landlord.

Fire Services

Full sprinkler protection will be provided in accordance with Fire Services Department (FSD) requirements for the Premises in "bare shell" condition (i.e. without any partitions or suspended ceilings).

Manual Fire Alarm, Automatic Fire Alarm and Smoke Detector will be provided in accordance with FSD requirements.

Appendix 4

This Appendix 4 is for reference purposes only; and is subject to change by the JCCPS.

Content

4A – Relevant Schedule of Character Defining Elements

4B – Means of Escape Code Requirements

Appendix 4A – RELEVANT SCHEDULE OF CHARACTER DEFINING ELEMENTS

Schedule of Character Defining Elements

Central Police Station

CENTRAL POLICE STATION, HONG KONG

SCHEDULE OF CHARACTER DEFINING ELEMENTS

This Schedule of Character Defining Elements has been prepared at the request of the Antiquities and Monuments Office (AMO) to support applications for S.6 approval under the Antiquities and Monuments Ordinance and the Environmental Impact assessment Ordinance. The levels of significance and their meanings are derived from the work of James Semple Kerr.

For each element, the level of significance is stated, together with the planned outcome and associated mitigation measure, where applicable, and the resultant impact upon the significance. Generally, only those items subject to change are noted, and the impacts should be read as negative. Where elements are deemed currently to be adverse, the impact of the changes should be read as positive.

The levels of significance and definitions as defined by Kerr are stated below. The criteria used to assess the significance of each element are, as directed by AMO : (i) the association with the operation of the Central Police Station Compound; and (ii) its architectural quality. Where these criteria conflict, the resultant assessment score is aggregated.

Each entry in the schedule is accompanied by a photograph of a sample of the item described. The location of each photograph is noted on the floor plans attached in the appendix to the schedule. Similar examples of each item can be seen by observation.

Schedule of Character Defining Elements


	Level of significance	Meaning
Positive	Exceptional	Where an individual space or element is assessed as displaying a strong contribution to the overall significance of the place. Spaces, elements or fabric exhibit a high degree of intactness and quality, though minor alterations or degradation may be evident.
	High	Where an individual space or element is assessed as making a substantial contribution to the overall significance of the place. Spaces, elements or fabric originally of substantial quality, yet may have undergone considerable alteration or adaption resulting in presentation which is either incomplete or ambiguous. The category also includes spaces, elements or fabric of average quality in terms of design and materials, but which exhibit a high degree of intactness.
	Moderate	Where an individual space or element is assessed as making a moderate contribution to the overall significance of the place. Spaces, elements or fabric originally of some intrinsic quality, and may have undergone alteration or degradation. In addition, elements of relatively new construction, where the assessment of significance is difficult, may be included. This category also includes original spaces, elements or fabric of any quality which have undergone extensive alteration or adaption.
	Low	Where an individual space or element is assessed as making a minor contribution to the overall significance of the place, especially when compared to other features. Spaces, elements or fabric originally of little intrinsic quality, any may have undergone alteration or degradation. This category also includes original spaces, elements or fabric of any quality which have undergone extensive alteration or adaption to the extent that only isolated remnants survive (resulting in a low degree of intactness and quality of presentation).
	Neutral	Where an individual space or element is assessed as having an unimportant relationship with the overall significance of the place. Spaces, elements or fabric are assessed as having little or no significance.
	Adverse	Where an individual space or element detracts from the appreciation of cultural significance, by adversely affecting or obscuring other significant areas, elements or items.

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Schedule of Character Defining Elements



Central Police Station

Element no.	Description	Photo ref.	Significance	Proposal	Mitigation	Impact
3.002	Panelled doors		Moderate	Replace where necessary to achieve fire resistance to comply with Code	Re-use where possible. Record design on survey drawings where item cannot be re-used.	Moderate

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Schedule of Character Defining Elements**Central Police Station**

Element no.	Description	Photo ref.	Significance	Proposal	Mitigation	Impact
03.003	External shutters		High	Reinstate to match existing pattern	Not applicable	High
03.004	Timber thresholds at external doors and internal doors between main corridor and individual rooms		Low	Remove to enable level access	Splice extensions to door jambs, extend width of bottom rail of doors to match existing	Low

Schedule of Character Defining Elements

Central Police Station



Element no.	Description	Photo ref.	Significance	Proposal	Mitigation	Impact
03.005	Timber spandrel panels below windows		Low	Conceal in exceptional cases eg. where adjacent new lift shaft	Retain frame and spandrel panel where possible. Remove only where necessary in connection with re-planning of interiors. Record on measured survey drawings.	Low
03.006	Timber floors		High	Replace where new kitchens and plant rooms to be installed	Limit extent of removal as much as possible. Carefully remove and retain existing floorboards for re-use. Ensure controlled dismantling of timber structure and set aside for possible re-use. Protect or carefully remove and set aside adjacent elements such as skirting boards	Medium

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Schedule of Character Defining Elements

Central Police Station


Element no.	Description	Photo ref.	Significance	Proposal	Mitigation	Impact
03.008	Exterior decorations		Adverse	Strip off and redecorate	Sample and analyse existing paint media; select new media to suit substrate and significance	High
03.009	Block existing door openings		Low	Block opening as part of re-planning of interior	Retain existing door frame and architraves. Use framing and non-combustible sheet linings to block opening.	Low

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Schedule of Character Defining Elements

Central Police Station



Element no.	Description	Photo ref.	Significance	Proposal	Mitigation	Impact
03.011	Altered doors and windows		Adverse	Repair or renew as necessary existing frames to match original patterns	Not applicable	High

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Schedule of Character Defining Elements

Central Police Station



Element no.	Description	Photo ref.	Significance	Proposal	Mitigation	Impact
03.014	Painted signs		High	Protect in situ	Not applicable	N/A
03.015	Fixed signs		Low-High	Remove and refix/display in visitors' centre/discard	Record each sign and assess significance individually and treat accordingly	N/A

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Schedule of Character Defining Elements

Central Police Station

Element no.	Description	Photo ref.	Significance	Proposal	Mitigation	Impact
03.020	Assembly rooms at centre of building (all floors)		Moderate	Sub-divide two rooms on each floor to provide service core, comprising: lifts, toilets, plant rooms, stores	Form new sub-visions using lightweight partitions to achieve reversibility. Form straight joints at abutments with existing retained walls. Notch new partitions around existing brick corbels at high level as a reminder of current condition.	Moderate
03.021	Exposed soffits of timber floors		Moderate	Underline existing floors to achieve specified fire resistance stated in Code	Avoid unnecessary damage to existing structure. New lining will reduce extent of intervention into existing structure. Keep level of new linings well clear of window heads.	Moderate

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Schedule of Character Defining Elements

Central Police Station



Element no.	Description	Photo ref.	Significance	Proposal	Mitigation	Impact
03.022	Existing window frames/openings		High	Open up selected openings to form new fire escape doors	Retain any salvageable material for possible re-use elsewhere. Retain existing window jambs intact. Cut away masonry to form door openings along same line as window jamb; do not re-bind cut brickwork. Record existing condition on measured survey drawings.	Low

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Schedule of Character Defining Elements

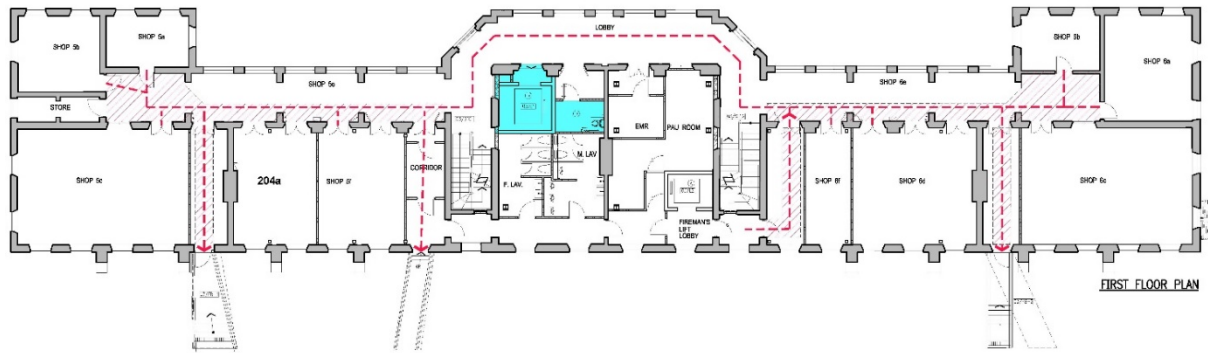
Central Police Station

Element no.	Description	Photo ref.	Significance	Proposal	Mitigation	Impact
03.025	Chimneypiece on Ground Floor		Low	Repair and retain in current location	Not applicable	Neutral
03.026	Window in south wall; original dormitory space		Moderate	Remove window and take down brickwork spandrel; subdivide space to form new fire-protected escape route.	Record existing condition on measured survey drawings. New partition wall to be reversible.	Low




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Appendix 4B – MEANS OF ESCAPE CODE REQUIREMENTS



LEGEND :

-  DISABLED LIFT AND LOBBY/TOILET/ FIREMAN'S LIFT AND LOBBY IN APPROVED GBP(PUBLIC ACCESS FOR DISABLED PERSONS SHOULD ALWAYS BE PROVIDED.)
-  NOTIONAL CORRIDOR FOR MOE IN TENANT AREA
-  1050mm(WIDTH) MOE PATH IN PUBLIC CORRIDOR (EXCEPT PLANT / REFUSE ROOM)