

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
Inland Lot No. 8955	Sai Wan Ho Ferry Concourse	As delineated and shown coloured pink, pink hatched black and pink cross-hatched black on the plan annexed hereto	12,200 (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 Inland Lot No. 8955", and
 - (c) placed in the Tender Box labelled "Government Secretariat Tender Box" in the lift lobby on the Lower Ground Floor of Central Government Offices (East Wing), Lower Albert Road (at its junction with Garden Road), Hong Kong, before 12 noon on Friday, the 8th day of December 2000. 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. Late tenders will not be accepted.
5. TENDERERS MUST FORWARD WITH THEIR TENDER a cheque or cashier order in a sum of Fifty Million Hong Kong dollars (HK\$50,000,000.00), 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 23rd day of February 2001. All cheques and cashier 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 order submitted therewith will be treated as a deposit towards and applied in part payment of the premium tendered. All other cheques and cashier orders will be returned, within a period of 14 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/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 2nd day of February 2001. 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. The Purchaser shall also sign 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. The Purchaser shall procure from its parent or other associated company (as shall be determined by the Government at its absolute discretion), a written guarantee whereby such company unconditionally and irrevocably guarantees the due and punctual completion of the development of the lot in accordance with the Conditions of Sale and indemnifies the Government against all losses, damages, costs and expenses which may be incurred by it by reason of or arising out of any breach or non-performance of the Purchaser's obligations under the Conditions of Sale. The guarantee shall be subject to the laws of the Hong Kong Special Administrative Region in a form to be approved by the Director of Lands and shall be delivered to him within fourteen days of the date of the letter notifying the Purchaser of the acceptance of his tender.

9. Any enquiry in relation to this tender should be addressed to the

District Lands Officer, Hong Kong East
19th Floor, Southorn Centre,
130 Hennessy Road, Wan Chai, Hong Kong
(Attn: Mr. K.M. KWOK Tel No. : 2835 1665)

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 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.

FORM OF TENDER

Tender for the grant of Inland Lot No. 8955, Sai Wan Ho Ferry Concourse, Hong Kong, for a term of fifty years commencing from the date of the Memorandum of Agreement annexed hereto 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 hereto (hereinafter referred to as "the Conditions of Sale").

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

I/We YIELDWAY INTERNATIONAL LIMITED

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 TWO THOUSAND FOUR HUNDRED AND THIRTY MILLION DOLLARS ONLY dollars (HK\$2,430,000,000) for the term and upon the terms and conditions set forth in the said 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 annexed hereto 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\$50,000,000.00 made payable to the Government of the Hong Kong Special Administrative Region and certified good for payment up to the 23rd day of February 2001 by the bank on which it is drawn/A Cashier Order for HK\$50,000,000.00 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 8TH day of DECEMBER, 2000.

For and on behalf of
Signature of Tenderer OR Seal of Tenderer and YIELDWAY INTERNATIONAL LIMITED
益偉國際有限公司

Signature(s) of Authorized Officer(s)

Name in block letters

AUGUSTINE HO-MAN Authorized Signature(s)

Address in block letters

6/F WORLD-WIDE HOUSE

19 DES VOEUX ROAD CENTRAL H.K.

Telephone Number

2908 8889

Facsimile Number

2804 6260

Particulars of Parent Company (if appropriate) :

Name in block letters HENDERSON LAND DEVELOPMENT CO LTD

Address in block letters 6/F WORLD-WIDE HOUSE 19 DES VOEUX ROAD
CENTRAL HONG KONG

Name of Contact Person(s) AUGUSTINE HO-MING WONG

Telephone Number 2908 8889 Facsimile Number 2804 6260

- 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 annexed hereto.

GENERAL CONDITIONS

Completion of Tender Documents

1. Within fourteen days of the date of the letter referred to in paragraph 7 of the Tender Notice annexed hereto, the successful tenderer (hereinafter referred to as "the Purchaser") shall sign, or in the case of a limited company duly execute under its common seal, the Memorandum of Agreement annexed hereto (hereinafter referred to as "the said Memorandum") for completing the purchase according to these Conditions. The Purchaser shall also sign 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 said Memorandum as Purchaser.

Completion of Sale

2. Within twenty-eight days of the date of the letter referred to in paragraph 7 of the Tender Notice annexed hereto, the Purchaser shall pay to the Government of the Hong Kong Special Administrative Region (hereinafter referred to as "the Government") in one lump sum the balance of the said premium tendered by him.

Failure to pay premium

3. If the Purchaser shall fail to pay the said balance of premium as provided in General Condition No. 2 hereof, the Government may either enforce or cancel the sale. On cancellation the sum forwarded by the defaulting Purchaser with his tender as a deposit and in part payment of the premium tendered by him shall be wholly forfeited to the Government, and the Government shall be at liberty to resell the lot at such time and place and in such manner as the Government shall deem fit, and all losses and expenses attending a resale or attempted resale, including :

- (a) interest equivalent to 2 (two) per centum per annum above the Best Lending Rate of The Hongkong and Shanghai Banking Corporation Limited for the time being (hereinafter referred to as "the Agreed Rate") on the balance of the said premium for the period from the latest date upon which such balance should have been paid in accordance with General Condition No. 2 hereof up to and including the date upon which the balance of the premium upon a resale is paid,
- (b) any deficiency which may result on a resale, and
- (c) interest at the Agreed Rate on any such deficiency for the period from the date upon which the balance of the premium upon a resale is paid up to and including the date of payment of the deficiency,

shall be made good and paid by the defaulting Purchaser and be recoverable by the Government as liquidated damages. Any increase of price on a resale shall belong to the Government.

Rent

4. Rent as specified in the Particulars of the Lot shall commence and be payable from the date of this Agreement until the expiry of the term hereby granted, and shall be governed by the provisions of the Government Rent (Assessment and Collection) Ordinance, any regulations made thereunder and any amending legislation and also subject to a minimum rent of \$1 per annum (if demanded).

Acknowledgement by
Purchaser

5. (a) The Purchaser hereby expressly acknowledges :
- (i) that the Government shall be under no liability whatsoever to the Purchaser (which expression shall for the purpose of this Condition only include his successors, assigns, mortgagees, tenants or other occupiers of the lot whether lawful or otherwise) for any loss or damage howsoever arising in connection with or as a consequence of his purchase of the lot and its subsequent development;
 - (ii) that he has purchased the lot based upon his own evaluation of land records and available geotechnical information whether obtained from Government sources or otherwise and has satisfied himself as to the state and condition of the lot in relation to the purposes for which the lot is to be developed or redeveloped;
 - (iii) that he takes the lot, whether on, above or below the surface of the ground, in the state and condition as it exists on the date on which possession of the lot is deemed to be given in accordance with Special Condition No. (1) of these Conditions; and
 - (iv) that he shall not be entitled to revoke, withdraw, cancel or resile in any way whatsoever from this Agreement nor be entitled in any way whatsoever to compensation or a reduction in the sale price or any other compromise whatsoever should he subsequently determine that the lot is not fit for the purposes for which he purchased the lot.

Exclusion of warranty

- (b) (i) The Government has given no warranty, express or implied, as to the suitability or fitness of the lot or any part thereof for development whether in accordance with these Conditions or otherwise. The Purchaser for himself, his successors or assigns undertakes not to make any claim against the Government for any loss or damage whatsoever which he may suffer as a result of or arising from the state and condition of the lot making it either unfit for the purpose for which he purchased the lot or rendering it impossible to achieve the scale of development originally intended; and
- (ii) the Government in no way warrants the accuracy or correctness in any way whatsoever of any information made available or obtained, and in particular does not warrant that the lot is fit and suitable for any particular purpose.

Indemnity by
Purchaser

- (c) The Purchaser shall indemnify and keep indemnified the Government against all actions, proceedings, liabilities, demands, costs, expenses and claims whatsoever arising from any damage caused to adjacent or adjoining land where such damage has, in the opinion of the Director of Lands (hereinafter referred to as "the Director") (whose opinion shall be final and binding upon the Purchaser), arisen out of any development or redevelopment affecting the lot or part thereof or out of any other works which the Purchaser is required to undertake in compliance with these Conditions.

Setting out

6. (a) The Director shall, at such time as he thinks fit or upon the application of the Purchaser, set out the lot on the ground, and the Purchaser or his authorized representative after such setting out when called upon by the Director shall attend at the lot to inspect the survey marks delineating the lot on the ground and shall be given a plan showing the positions and descriptions of each such mark. The Purchaser shall not commence any operations for building on the lot until it shall have been so set out by the Director. The Purchaser shall take or cause to be taken all proper care and precautions to safeguard the said survey marks from disturbance or removal. If, before commencing any operations for building on the

Encroachment upon
Government land

lot, any of the said survey marks are disturbed or removed, the Purchaser shall apply in writing to the Director for replacement by survey and shall pay on demand to the Government in advance the prescribed fee therefor.

(b) In the event that the Purchaser is found to have encroached upon and to be occupying Government land the Director may in his absolute discretion either require the Purchaser to demolish any building or part of any building standing on such Government land, to reinstate such Government land to his satisfaction and deliver vacant possession of the same to the Government or pay to the Government such sum as the Director in his absolute discretion shall determine as the premium in respect of such Government land. A certificate under the hand of the Director shall be conclusive as to the extent of any such encroachment and as to the amount of the premium payable in respect thereof. If the Purchaser fails to demolish any building as required by the Director as above it shall be lawful for the Director to demolish such building and the Purchaser shall pay on demand to the Government the amount certified by the Director as the cost of such demolition. In the event that the Director exercises his discretion to require the payment of premium as aforesaid, upon the payment of such premium the area of Government land encroached upon shall be deemed in all respects to be part of the lot and shall be included in the lease of the lot when issued.

Maintenance

7. (a) The Purchaser shall throughout the tenancy having built or rebuilt (which word refers to redevelopment as contemplated in sub-clause (b) below) in accordance with these Conditions (as defined in General Condition No. 13) :

- (i) maintain all buildings in accordance with the approved design, disposition and any approved building plans without variation or modification thereto; and
- (ii) maintain all buildings erected or which may hereafter be erected in accordance with these Conditions or any subsequent contractual variation of them, in good and substantial repair and condition and in such repair and condition deliver up the same at the expiration or sooner determination of the tenancy.

(b) In the event of the demolition at any time during the tenancy of any building then standing on the lot or any part thereof the Purchaser shall replace the same either by sound and substantial building or buildings of the same type and of no less gross floor area or by building or buildings of such type and value as shall be approved by the Director. In the event of demolition as aforesaid the Purchaser shall within one calendar month of such demolition apply to the Director for consent to carry out building works for the redevelopment of the lot and upon receiving such consent shall within three calendar months thereof commence the necessary works of redevelopment and shall complete the same to the satisfaction of and within such time limit as is laid down by the Director.

Boundary stones

8. The Purchaser shall permit boundary stones properly cut and marked with the number of the lot to be fixed at each angle thereof and either in or on the land itself or in or on any building erected thereon as may be required by the Director and shall pay the fees prescribed by him therefor as well as the prescribed fees for the refixing of such boundary stones which, through being lost, damaged or removed, need replacing.

Private streets, roads
and lanes

9. Any private streets, roads and lanes which by these Conditions are required to be formed shall be sited to the satisfaction of the Director and included in or excluded from the area to be leased as may be determined by him and in either case shall be surrendered to the Government free of cost if so required. If the said streets, roads and lanes are surrendered to the Government, the surfacing, kerbing, draining (both foul and storm water sewers), channelling and road lighting thereof shall be carried out by the Government at the expense of the Purchaser and thereafter they shall be maintained at public expense. If the said private streets, roads and lanes remain part of the area to be leased, they shall be lighted, surfaced, kerbed, drained, channelled and maintained by and at the expense of the Purchaser in all respects to the satisfaction of the Director and the Director may carry out or cause to be carried out the installation and maintenance of road lighting for the sake of public interest as required. The Purchaser shall bear the capital cost of installation of road lighting and allow free ingress and egress to and from the area to be leased to workmen and vehicles for the purpose of installation and maintenance of the road lighting.

Right to inspect

10. (a) The Purchaser shall throughout the tenancy, at all reasonable times, permit the Director or his authorized representatives, with or without notice, to enter in or upon the lot or any part thereof or any building or part of any building erected on the lot for the purpose of inspecting the same so as to ascertain that there is no breach of or failure to observe any of these Conditions.

Breach of lease
conditions

(b) The fulfilment by the Purchaser of his obligations under these Conditions shall be a condition precedent to the grant or continuance of the tenancy, and in the event of any default by the Purchaser in complying therewith such default shall be deemed to be a continuing breach and the subsequent acceptance by or on behalf of the Government of any rent or rates or other payment whatsoever shall not (except where the Government has notice of such breach and has expressly acquiesced therein) be deemed to constitute any waiver or relinquishment or otherwise prejudice the enforcement of the Government's right of re-entry for or on account of such default or any other rights, remedies or claims of the Government in respect thereof under these Conditions which shall continue in force and shall apply also in respect of default by the Purchaser in the fulfilment of his obligations under these Conditions within any extended or substituted period as if it had been the period originally provided.

Re-entry

11. (a) Upon any failure or neglect by the Purchaser to perform, observe or comply with any of these Conditions, the Government shall be entitled to re-enter upon and take back possession of the lot or any part thereof and all or any buildings, erections and works thereon or on such part and thereupon this Agreement and the rights of the Purchaser hereunder shall absolutely cease and determine (in respect of such part if the re-entry is upon a part only) but without prejudice nevertheless to the rights, remedies and claims of the Government in respect of any breach, non-observance or non-performance of the terms and conditions hereof.

No refund of
premium on re-entry

(b) In the event of re-entry by the Government for or in respect of or arising out of the breach, non-observance or non-performance by the Purchaser of the provisions of these Conditions, the Purchaser shall not be entitled to any refund of the premium paid by him or any part thereof or to any payment or compensation whatsoever whether in respect of the value of the land or any buildings thereon or any amount expended by the Purchaser in the preparation, formation or development of the lot or otherwise.

Lease

12. (a) When these Conditions have been complied with to the satisfaction of the Director, the Purchaser shall subject to approval of his title by the Director be entitled to a lease of the lot as described in the Particulars of the Lot hereof in the Tender Notice for the term stated in the preamble to the said Tender Notice.

(b) The Purchaser shall execute and take up the lease for the lot when called upon to do so by the Director and shall pay the prescribed fees therefor. In the event of more than one building being erected on the lot the Purchaser may be required to take up a separate lease for the site of each separate building and shall pay the prescribed fees for every additional lease so required to be taken up.

(c) Pending the issue of the lease the tenancy of the lot shall be deemed to be upon and subject to and such lease when issued shall be subject to and contain all exceptions, reservations, covenants, clauses and conditions as are now inserted in the leases issued by the Government of similar lots in the Hong Kong Special Administrative Region (hereinafter referred to as "Hong Kong") as varied, modified or extended by these Conditions.

Definitions

13. (a) The expression "Purchaser" shall in these Conditions include the person entering into and executing this Agreement and where the context so admits or requires his executors, administrators and assigns and in the case of a corporation its successors and assigns, and the expression "lot", except where the context otherwise requires, means the lot stated in the Particulars of the Lot in the Tender Notice annexed hereto. Where the context so admits or requires, words importing the masculine gender shall be deemed to include females and corporations, and words in the singular shall be deemed to include the plural.

(b) The foregoing General Conditions shall be read and construed as varied or modified by the Special Conditions hereinafter contained, and the expression "these Conditions" whenever used shall mean and include the General and Special Conditions.

Marginal notes

14. The marginal notes to these Conditions shall not be deemed to be part of these Conditions and shall not affect the interpretation or construction thereof.

SPECIAL CONDITIONS

Possession

(1) (a) Subject to payment of the balance of the said premium as provided in General Condition No. 2 hereof and subject to the provisions of General Condition No. 1 hereof, possession of the lot shall be deemed to have been given to the Purchaser on the date of this Agreement.

Indemnify Government against existing structures

(b) The Purchaser acknowledges that there are some buildings and structures existing on the lot and undertakes to demolish and thereafter remove at his own expense the said buildings and structures from the lot. The Government will accept no responsibility or liability for any damage, nuisance or disturbance caused to or suffered by the Purchaser by reason of the presence of the said buildings and structures and the Purchaser shall indemnify and keep indemnified the Government from and against all liability, claims, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the presence and subsequent demolition and removal of the said buildings and structures.

Formation of the Green Area (time limit, manner and purpose)

(2) (a) The Purchaser shall within 24 calendar months from the date of this Agreement and before any building works (excluding the demolition work as referred to in Special Condition No. (1)(b) hereof (hereinafter referred to as "the demolition work") and site formation works) commence on the lot, at his own expense and in all respects to the satisfaction of the Director lay, form, provide, construct, surface and drain in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve, (including the provision and construction of such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements or such other structures as the Director in his sole discretion may require so that building, vehicular and pedestrian traffic may be carried thereon) those portions of future public roads shown coloured green on the plan annexed hereto (hereinafter referred to as "the Green Area").

(b) The Purchaser shall thereafter at his own expense maintain the Green Area to the satisfaction of the Director until such time as possession of the Green Area has been delivered up in accordance with Special Condition No. (3) hereof.

Formation of the Green Area (non-fulfilment)

(c) In the event of the non-fulfilment of the Purchaser's obligations under sub-clause (a) of this Special Condition within the prescribed period stated therein, the Government may carry out the necessary works at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Purchaser.

No compensation on works on the Green Area

(d) The Director shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser arising out of or incidental to the fulfilment of the Purchaser's obligations under sub-clause (a) of this Special Condition, and no claim for compensation shall be made against the Government or the Director or his authorized officer by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

(e) For the purpose of these Conditions "building works" and "site formation works" shall be as defined in the Buildings Ordinance and any amending legislation.

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| Possession of the Green Area | (3) For the purpose only of carrying out the necessary works specified in Special Condition No. (2)(a) hereof, the Purchaser shall on the date of this Agreement be granted possession of the Green Area. The Green Area shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the Purchaser on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Purchaser shall at all reasonable times while he is in possession of the Green Area allow free access over and along the Green Area by the Government, its officers, contractors and any other persons authorized by it with or without motor vehicles and all members of the public on foot or by wheel chairs. |
| Restriction on use of the Green Area | (4) The Purchaser shall not without the prior written consent of the Director use the Green Area for the purpose of storage or for the erection of any structure. |
| Access to the Green Area for inspection | (5) The Purchaser shall at all reasonable times while he is in possession of the Green Area permit the Director, his officers, contractors and any other persons authorized by him, the right of ingress, egress and regress to, from and through the lot for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (2)(a) hereof and the carrying out, inspecting, checking and supervising of any other works which the Director may consider necessary in the Green Area. |
| Building covenant | (6) The Purchaser shall develop the lot by the erection thereon of a building or buildings complying in all respects with these Conditions and all Ordinances, bye-laws and regulations relating to building, sanitation and planning which are or may at any time be in force in Hong Kong, such building or buildings to be completed and made fit for occupation on or before the 30th day of September 2006. |
| User | (7) The lot or any part thereof or any building or buildings erected or to be erected thereon shall not be used for any purpose other than for non-industrial (excluding godown, petrol filling station and hotel) purposes. |
| Landscaping | (8) The Purchaser shall at his own expense landscape and plant with trees and shrubs any portion of the lot and podium (if any) not built upon and thereafter maintain and keep the same in a clean, neat, tidy and healthy condition all to the satisfaction of the Director. |
| Development conditions | (9) Subject to these Conditions, upon development or redevelopment (which term refers solely to redevelopment contemplated in General Condition No. 7) of the lot or any part thereof : |
| Compliance with Buildings Ordinance | (a) any building or buildings erected or to be erected on the lot shall in all respects comply with the Buildings Ordinance, any regulations made thereunder and any amending legislation; |
| Compliance with Town Planning Ordinance | (b) no building or buildings may be erected on the lot or any part thereof or upon any area or areas outside the lot specified in these Conditions, nor may any development or use of the lot or any part thereof, or of any area or areas outside the lot specified in these Conditions take place, which does not in all respects comply with the requirements of the Town Planning Ordinance and any amending legislation; |
| Total gross floor area | (c) the total gross floor area of any building or buildings erected or to be erected on the lot designed and intended to be used for private residential purposes shall not be less than 80,000 square metres. |

Height

- (d) no part of any building or other structure erected or to be erected on the lot together with any addition or fitting (if any) to such building or structure shall exceed the height limit or limits specified pursuant to the Hong Kong Airport (Control of Obstructions) Ordinance Cap. 301 and any amending legislation; and

Design and disposition

- (e) the design and disposition of any building or buildings erected or to be erected on the lot shall be subject to the approval in writing of the Director and no building works (other than the demolition work and site formation works) shall be commenced on the lot until such approval shall have been obtained.

Provision of sales office and show flats

- (10) The Purchaser may erect on part or parts of the lot separate temporary structures for the purposes of a sales office and show flats and related marketing activities to facilitate the sale of the building or buildings or any part or parts thereof erected or to be erected on the lot in accordance with these Conditions, provided that the scale and period of operation of such sales office and show flats and related marketing activities shall be subject to the prior written approval of the Director and such other terms and conditions as the Director shall in his absolute discretion see fit to impose.

Open space

- (11) The Purchaser shall at his own expense and to the satisfaction of the Director provide within the lot areas of open space of not less than 2,880 square metres. The said open space shall not be used for any purpose other than recreational purposes for the proper use and enjoyment of the lot by the residents of the building or buildings erected or to be erected on the lot and their bona fide guests or visitors. The said open space shall be located, formed, serviced, landscaped, planted, treated and provided with such equipment and facilities as the Director may require and in all respects to his satisfaction.

Provision of Government Accommodation

- (12) (a) The Purchaser shall at his own expense and in all respects to the satisfaction of the Director erect, construct and provide within the lot, in a good workmanlike manner and in accordance with the Technical Schedules annexed hereto (hereinafter referred to as "the Technical Schedules") and the plans approved under Special Condition No. (13)(a) hereof, the following accommodation:-

- (i) one public transport interchange and cross boundary coach terminus (hereinafter collectively referred to as "the Public Transport Terminus") on the ground floor of the building or buildings erected or to be erected on the lot to be completed and made fit for occupation and operation on or before the 30th day of September 2006; and
- (ii) one marine police operational area with a net operational floor area of not less than 1,500 square metres (hereinafter referred to as "the Marine Police Operational Area") on the ground floor of the building or buildings erected or to be erected on the lot to be completed and made fit for occupation and operation on or before the 30th day of September 2006

(which accommodation (including lighting fixtures, ventilation plant, extract ductworks and road/floor surfaces but excluding such lifts, escalators, stairways, plant, equipment and other facilities not serving exclusively as may be permitted by the Director in accordance with these Conditions, walls, columns, beams, ceilings, roof slabs, carriageway/floor slabs and any other structural elements) together with any other areas, facilities, services and installations exclusive thereto as the Director may in his absolute discretion determine (whose determination shall be conclusive and binding on the Purchaser) is hereinafter referred to as "the Government Accommodation").

Government's
right to vary
use of
Government
Accommodation

(b) The Government hereby reserves the right to alter or vary in its absolute discretion at any time the use of the Government Accommodation or any part hereof.

Determination
of net
operational
floor area

(c) (i) For the purpose of determining the net operational floor area of any part of the Government Accommodation, the net operational floor area shall, unless otherwise stated, be taken as comprising the total of the net floor areas of all rooms and spaces within such part of the Government Accommodation as detailed in the Technical Schedules excluding any structures and partitions, circulation areas, staircases, staircase halls, lift landings, mechanical and electrical services such as lifts and air-conditioning systems.

Definition of
net floor area

(ii) For the purpose of this Special Condition, the net floor area of a room or space shall be that area enclosed within the perimeter walls or boundaries of a room or space as measured between the finished or notional wall surfaces, free-standing columns or wall columns within that room or space.

Plans of
Government
Accommodation

(13) (a) (i) The Purchaser shall submit or cause to be submitted to the Director for his written approval plans of the Government Accommodation which shall include details as to the level, position and design of the Government Accommodation and any other details as the Director may require.

(ii) Upon approval being given to the plans of the Government Accommodation, no amendment, variation, alteration, modification or substitution thereto shall be made by the Purchaser except with the prior written approval of the Director or except as required by the Director.

(iii) The plans of the Government Accommodation approved under this sub-clause (a) shall be deemed to incorporate any amendment, variation, alteration, modification or substitution subsequently approved or required by the Director.

No building
works, etc.

(b) No building works other than the demolition work and site formation works shall commence on the lot until the plans of the Government Accommodation shall have been approved by the Director under sub-clause (a) of this Special Condition.

Amendment
of Technical
Schedules

(14) (a) The Director shall have the right to amend, vary, alter, modify or substitute the Technical Schedules as he shall in his absolute discretion deem fit.

(b) No amendment, variation, alteration, modification or substitution to the Technical Schedules shall be made by the Purchaser except with the prior written approval of the Director.

(c) Any amendment, variation, alteration, modification or substitution by the Director under sub-clause (a) of this Special Condition or by the Purchaser as approved by the Director under sub-clause (b) of this Special Condition shall be deemed to be incorporated into the Technical Schedules and form part thereof.

Monitoring of
construction of
Government
Accommodation

(15) (a) The Director shall have the right in his absolute discretion to nominate officers of Government departments (hereinafter referred to as "the Officers") who shall generally oversee the design, construction, provision and completion of the Government Accommodation and shall monitor the construction, provision and completion (hereinafter collectively referred to as "the Construction Works") of the Government Accommodation in order to ensure that the Construction Works of the Government Accommodation are carried out in accordance with these Conditions.

(b) The Purchaser shall notify the Officers of any condition, restriction, requirement and information affecting or relating to the Government Accommodation or any part thereof or the Construction Works of the Government Accommodation or any part thereof forthwith upon the same becoming known to the Purchaser, his servants, agents, contractors and workmen and shall make available all drawings, site records, notices, letters, certificates, approvals and information and render all necessary assistance and co-operation to the Officers when required by the Officers.

(c) The Purchaser shall keep the Director and the Officers advised from time to time as to when he shall be in a position to apply for the relevant Occupation Permit or Temporary Occupation Permit from the Building Authority in respect of the Government Accommodation or any part thereof.

(d) The Government and the Director accept no responsibility or liability for any costs, claims, demands, charges, damages, actions or proceedings of whatsoever nature arising out of or in connection with the exercise by the Officers of the authority conferred under sub-clause (a) of this Special Condition.

(e) The Purchaser shall indemnify the Government and the Director from and against all liabilities, costs, expenses, claims, actions, demands and proceedings of whatsoever nature arising out of or in connection with the Construction Works of the Government Accommodation or any part thereof.

Liquidated
damages

(16) (a) In addition to any other payment which may be demanded by the Government and without prejudice to the rights of the Government under these Conditions or otherwise, the Purchaser shall pay to the Government on demand as hereby agreed by way of liquidated damages and not as a penalty,

(i) if the Purchaser shall fail to complete and make fit for occupation and operation to the satisfaction of the Director the Public Transport Terminus of the Government Accommodation by the date specified in Special Condition No.(12)(a)(i) hereof, a sum calculated at the rate of HK\$25,000.00 per day from the date immediately following the date specified in Special Condition No.(12)(a)(i) hereof up to and including such date as specified in the certificate of completion issued by the Director under Special Condition No. (17) hereof.

(ii) if the Purchaser shall fail to complete and make fit for occupation and operation to the satisfaction of the Director the Marine Police Operational Area of the Government Accommodation by the date specified in Special Condition No.(12)(a)(ii) hereof, a sum calculated at the rate of HK\$51,000.00 per day from the date immediately following the date specified in Special Condition No.(12)(a)(ii) hereof up to and including such date as specified in the certificate of completion issued by the Director under Special Condition No. (17) hereof.

(b) For the avoidance of doubt, it is hereby agreed and declared that the acceptance of payment of any of the foregoing sum of liquidated damages shall not discharge the Purchaser from any of his obligations remaining to be observed and performed.

Certificate of
completion in
respect of
Government
Accommodation

(17) (a) Within 14 days after completion of the Government Accommodation or such part thereof, the Purchaser shall deliver to the Director a certificate by an authorized person (as defined in the Buildings Ordinance) employed by the Purchaser for the development of the lot that the Government Accommodation or such part thereof has been completed in accordance with these Conditions.

(b) Where in the opinion of the Director (whose decision in this respect shall be final and binding upon the Purchaser) the Government Accommodation has been completed and made fit for occupation and operation to his satisfaction, the Director shall issue to the Purchaser a certificate of completion to that effect. Provided that the Director may in his absolute discretion issue a certificate of completion in respect of a part of the Government Accommodation which the Director considers to have been completed and made fit for occupation and operation to his satisfaction.

(c) Notwithstanding the issue of any certificate of completion by the Director, the Purchaser shall not be absolved from any of his liabilities under Special Conditions Nos. (15)(e) and (22) hereof nor any other obligations remaining to be observed and performed by him under these Conditions.

Assignment of
Government
Accommodation

(18) (a) The Purchaser shall when called upon so to do by the Director assign to The Financial Secretary Incorporated (a corporation sole incorporated under and by virtue of the Financial Secretary Incorporation Ordinance (hereinafter referred to as "F.S.I." which expression shall if the context permits include its successors and assigns)), with vacant possession, free from incumbrances, at the expense of the Purchaser, the undivided shares specified in sub-clause (b) of this Special Condition together with the right to the exclusive use, occupation and enjoyment of the Government Accommodation and the Purchaser shall complete the assignment of the Government Accommodation or any part thereof in respect of which a certificate of completion shall have been issued under Special Condition No. (17) hereof within such time or times as may be specified in writing by the Director.

(b) The number of undivided shares in the whole of the lot to be assigned to F.S.I. in accordance with sub-clause (a) of this Special Condition shall be determined by the Director having regard to the proportion which the gross floor area of the Government Accommodation shall bear to the gross floor area of all the buildings erected or to be erected within the lot. The determination of the Director in this respect shall be final and binding upon the Purchaser.

(c) When called upon to do so by the Director (irrespective of whether the Purchaser shall have been called upon to assign under sub-clause (a) of this Special Condition) the Purchaser shall submit or cause to be submitted to the Director for his approval in writing an Assignment or Assignments in respect of the Government Accommodation or such part thereof as may be required by the Director, which Assignment or Assignments shall be in such form and shall contain such provisions as shall be required or approved by the Director.

(d) On completion of the assignment of the Government Accommodation or any part thereof the Purchaser shall deliver to F.S.I. at the expense of the Purchaser one set of the original/certified copies of deeds and documents of title relating to the lot and the Memorial of the Assignment in respect of the Government Accommodation or such part thereof duly completed and verified by the certificate of the solicitor for the Purchaser. All fees payable on registration of the Assignment or Assignments in the Land Registry shall be borne by the Purchaser solely.

Consideration
for Government
Accommodation

- (19) (a) (i) In consideration of the assignment of the Public Transport Terminus of the Government Accommodation as provided for in Special Condition No. (18) hereof, F.S.I. shall pay to the Purchaser in one lump sum a sum of HK\$29,293,000.00 or a sum equal to the actual cost of construction of the same to be determined by the Director having regard to the statement submitted in accordance with sub-clause (b) of this Special Condition, whichever is the lesser.
- (ii) In consideration of the assignment of the Marine Police Operational Area of the Government Accommodation as provided for in Special Condition No. (18) hereof, F.S.I. shall pay to the Purchaser in one lump sum a sum of HK\$7,472,000.00 or a sum equal to the actual cost of construction of the same to be determined by the Director having regard to the statement submitted in accordance with sub-clause (b) of this Special Condition, whichever is the lesser.

(b) As soon as practicable and in any event within 30 days of being called upon so to do by the Director, the Purchaser shall submit or cause to be submitted to the Director for his verification and approval a written statement (hereinafter referred to as "the Statement"), duly certified by an authorized person (as defined in the Buildings Ordinance) employed by the Purchaser for the development of the lot, specifying the monies expended by the Purchaser solely towards the erection, construction and provision in accordance with these Conditions of the Government Accommodation or any part thereof in respect of which a certificate of completion shall have been issued under Special Condition No (17) hereof (including (if any) all professional fees, costs, supervisory, overhead and any other charges which may be incurred by the Purchaser arising out of or in connection with the execution of works and the supply of materials relating solely thereto).

(c) The Director shall have the absolute and unfettered right to determine whether any of the monies specified in the Statement should form part of the actual cost of construction referred to in sub-clause (a) of this Special Condition and to call upon the Purchaser to amplify in writing any details contained in the Statement and to require the Purchaser to provide any supporting documents as the Director shall consider necessary. The decision of the Director as to the actual cost of construction shall be final and binding upon the Purchaser.

Possession
of Government
Accommodation

(20) The Director shall have the right to demand at any time before the assignment of the Government Accommodation pursuant to Special Condition No. (18) hereof, delivery of vacant possession of the Government Accommodation or such part thereof as required by the Director in respect of which a certificate of completion shall have been issued under Special Condition No. (17) hereof and the Purchaser shall upon such demand deliver the same to the Government for its exclusive use, occupation and operation upon such terms and conditions as the Director may consider appropriate.

Maintenance of
Government
Accommodation

(21) (a) Without prejudice to the provisions of Special Condition No. (22) hereof the Purchaser shall, at all times until expiry of the Defects Liability Period referred to in Special Condition No. (22)(a) hereof, at his own expense maintain in good condition and in all respects to the satisfaction of the Director the Government Accommodation or any part or parts thereof and the building services installations therefor.

(b) For the purpose of this Special Condition only, the expression "Purchaser" shall exclude his assigns.

Defects liability

(22) (a) The Purchaser shall indemnify and keep indemnified the Government and F.S.I. against all claims, costs, demands, charges, damages, actions and proceedings of whatsoever nature arising out of or in connection with any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works (whether in respect of workmanship, material, design or otherwise) in the Government Accommodation and in the building services installations therefor -

- (i) which may exist at the date or respective dates of delivery of possession by the Purchaser of the Public Transport Terminus and the Marine Police Operational Area of the Government Accommodation; and
- (ii) which shall occur or become apparent within a period of 365 days after the date or the respective dates of delivery of possession by the Purchaser of the Public Transport Terminus and the Marine Police Operational Area of the Government Accommodation (hereinafter referred to as "Defects Liability Period").

(b) Whenever required by the Director and F.S.I. or either of them, the Purchaser shall at his own expense and within such time and to such standard and in such manner as may be specified by the Director and F.S.I. or either of them carry out all works of maintenance, repair, amendment, reconstruction and rectification and any other works as may be necessary to remedy and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works in the Government Accommodation or any part thereof and the building services installations therefor which shall occur or become apparent within any Defects Liability Period. In addition to the foregoing, the Purchaser shall at his own expense and within such time and to such standard and in such manner as may be specified by the Director and F.S.I. or either of them make good and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works in the Government Accommodation or any part thereof and the building services installations therefor which may exist at the date or respective dates of delivery of possession thereof by the Purchaser.

(c) The Director and F.S.I. or either of them will, before the expiry of each and every Defects Liability Period, cause an inspection to be carried out in respect of the relevant part of the Government Accommodation and the building services installations therefor for the purpose of identifying any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works which may be evident. The Director and F.S.I. reserve the right to each of them to serve upon the Purchaser within 14 days after the expiry of each and every Defects Liability Period a Schedule or Schedules of Defects specifying any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works which may be evident in the relevant part of the Government Accommodation and the building services installations therefor and the Purchaser shall at his own expense cause all necessary works to be carried out so as to remedy and rectify the same within such time and to such standard and in such manner as may be specified by the Director and F.S.I. or either of them.

(d) If the Purchaser shall fail to carry out any of the works referred to in sub-clauses (b) and (c) of this Special Condition, then any such works may be carried out by the Director and F.S.I. or either of them and all costs and charges incurred in connection therewith by the Director and F.S.I. or either of them as certified by the Director (whose decision shall be final and binding upon the Purchaser) together with a sum equivalent to 20 per centum of the costs and charges involved as an administrative fee shall on demand be paid by the Purchaser. Provided that the Director and F.S.I. or either of them shall be entitled to deduct from the security monies referred to in sub-clauses (e) and (f) of this Special Condition the costs charges and fees due and owing by the Purchaser to the Director and F.S.I. or either of them under this sub-clause (d) and in the event of

the security monies being insufficient to cover all costs charges and fees due and owing by the Purchaser the deficit shall be paid by the Purchaser on demand.

(e) The Purchaser shall contemporaneously with the assignment of the Public Transport Terminus of the Government Accommodation as provided for in Special Condition No. (18) hereof, deposit with the Government a sum of HK\$2,930,000.00 (hereinafter referred to as "the first security money"). Subject to the proviso to sub-clause (d) of this Special Condition, the first security money shall become due to the Purchaser upon the expiry of such Defects Liability Period as relating to the Public Transport Terminus of the Government Accommodation and the Purchaser satisfactorily carrying out all works of maintenance, repair, amendment, reconstruction and rectification and any other outstanding works as are required by the Director and F.S.I. or either of them (it being expressly declared and agreed that no interest in respect of such security money or any part thereof will be payable).

(f) The Purchaser shall contemporaneously with the assignment of the Marine Police Operational Area of the Government Accommodation as provided for in Special Condition No. (18) hereof, deposit with the Government a sum of HK\$373,600.00 (hereinafter referred to as "the second security money"). Subject to the proviso to sub-clause (d) of this Special Condition, the second security money shall become due to the Purchaser upon the expiry of such Defects Liability Period as relating to the Marine Police Operational Area of the Government Accommodation and the Purchaser satisfactorily carrying out all works of maintenance, repair, amendment, reconstruction and rectification and any other outstanding works as are required by the Director and F.S.I. or either of them (it being expressly declared and agreed that no interest in respect of such security money or any part thereof will be payable).

(g) For the purpose of this Special Condition only, the expression "Purchaser" shall exclude his assigns.

Supply of
documents, etc.

(23) The Purchaser shall, at his own expense and as soon as practicable but no later than 8 weeks from the date or respective dates of delivery of possession by the Purchaser of the Public Transport Terminus and the Marine Police Operational Area of the Government Accommodation, provide to the Director all documents, drawings and materials relating thereto in accordance with the requirement of the Technical Schedules.

Maintenance of
external finishes and
structure of
walls, etc

(24) (a) The Purchaser shall throughout the term hereby agreed to be granted at his own expense and in all respects to the satisfaction of the Director maintain the following items (hereinafter referred to as "the Items") :-

- (i) the external finishes of the Government Accommodation and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway/floor slabs and any other structural elements of, in, around, within, above and below the Government Accommodation;
- (ii) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the development on the lot;
- (iii) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the development on the lot;

- (iv) all of the structural slabs under the Government Accommodation together with the drainage systems therein and thereunder; and
- (v) all other common parts and facilities serving the Government Accommodation and the remainder of the development on the lot.

(b) The Purchaser shall indemnify and keep indemnified the Government and F.S.I. against all liabilities, damages, expenses, claims, costs, demands, charges, actions and proceedings of whatsoever nature arising out of or as a consequence of the failure of the Purchaser to maintain the Items.

(c) For the purpose of this Special Condition only, the expression "Purchaser" shall exclude F.S.I.

Formation of the Paved
Way

(25) (a) The Purchaser shall on or before the 30th day of September 2006 at his own expense and in all respects to the satisfaction of the Director lay, form, provide, construct, surface and drain in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve or require (including the provision of such sewers, drains, street lights, traffic aids, street furniture and such other structures as the Director may approve or require) a paved way (hereinafter referred to as "the Paved Way") at the ground level of that portion of the lot shown coloured pink hatched black on the plan annexed hereto (hereinafter referred to as "the Pink Hatched Black Area") and that portion of the lot shown coloured pink cross-hatched black on the plan annexed hereto (hereinafter referred to as "the Pink Cross Hatched Black Area").

(b) The Purchaser shall thereafter at his own expense uphold, maintain, keep repair and clean the Paved Way together with all sewers, drains, street lights, traffic aids, street furniture and structures constructed, installed and provided thereon or therein in good and substantial repair and condition and shall when called upon so to do by the Director carry out such modification works to the Paved Way as the Director may require, all to be done to the satisfaction of the Director.

(c) In the event of the non-fulfilment of the Purchaser's obligations under sub-clauses (a) and (b) of this Special condition, the Government may carry out all or any of the works therein specified at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Purchaser.

(d) For the purposes of carrying out the works as may be required under sub-clause (c) of this Special Condition, the Government and its officers and contractors, its or their workmen with or without tools, equipment, machinery or motor vehicles shall have the right of free ingress, egress and regress to and from the lot or any part thereof for the purpose of carrying out such works. The Government, its officers and contractors, its or their workmen shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser arising out of or incidental to the exercise by the Government or them of the right of ingress, egress and regress conferred under this sub-clause, and no claim shall be made against the Government or them by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

(e) The Purchaser shall indemnify and keep indemnified the Government, its officers, agents, contractors, workmen and other duly authorized officers from and against all claims, costs, actions, proceedings, demands, charges, damages and liabilities of whatever nature arising out of or in connection with anything done or omitted to be done by the Purchaser, its servants, contractors and workmen in respect of or in connection with the construction, repair, maintenance, modification and use of the Paved Way.

Right of way over the
Paved Way

(26) (a) The Purchaser shall upon completion of the Paved Way reserve and permit a free and unrestricted vehicular access for all lawful purposes, at all times during the term hereby agreed to be granted, to the Commissioner of Police and its officers, the Director and such other tenants, occupier or licensees as may be approved by the Director on, along, over, by and through the Paved Way. It is hereby agreed and declared that any alienation of the lot or any part thereof or any interest therein shall be expressly subject to the reservation to the Government and Commissioner of Police of the rights contained in this sub-clause.

(b) The Purchaser shall upon completion of the Paved Way permit all members of the public at all times during the term hereby granted for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheel chairs, on, along, over, by and through the Pink Hatched Black Area. It is hereby agreed and declared that any alienation of the lot or any part thereof or any interest therein shall be expressly subject to the reservation to all members of the public of the rights contained in this sub-clause.

Non-building areas

(27) (a) No building or structure or support for any building or structure other than the Paved Way may be erected or constructed or placed on, over, under, above, below or within the Pink Hatched Black Area.

(b) (i) No building or structure or support for any building or structure shall be placed, erected or constructed at or within 6 metres above the ground level on or over the Pink Cross Hatched Black Area. Building or buildings at first floor level and above may be erected or constructed over or above the Pink Cross Hatched Black Area provided that there is a clear space extending upwards from the ground level to a height of not less than 6 metres. Building or buildings at basement level and below may be erected or constructed below the ground level of the Pink Cross Hatched Black Area.

(ii) For the purpose of this Special Condition, the decision of the Director as to what constitutes the ground level shall be final and binding upon the Purchaser.

Restriction on alienation
before compliance

(28) Save as provided in Special Condition No. (18) hereof, prior to compliance with these Conditions in all respects to the satisfaction of the Director the Purchaser shall not except with the prior written consent of the Director and in conformity with any conditions imposed by him (including the payment of such fees as may be required by him) :

(a) assign, underlet or part with possession of or otherwise dispose of the lot or any part thereof or any interest therein or any building or part of any building thereon (whether by way of direct or indirect reservation, the grant of any right of first refusal, option or power of attorney, or any other method, arrangement or document of any description) or enter into any agreement so to do;

(b) solicit or accept, whether directly or indirectly or through a solicitor, agent, contractor or trustee or through a company in which the Purchaser or its nominee is directly or indirectly the owner of shares or which is the owner of shares in the Purchaser or otherwise, any money, money's worth or other valuable consideration of any description pursuant to any transaction, present or future, conditional or unconditional whereby the lot or any part thereof or any interest therein or any building or part of any building thereon is or may be sold, assigned, underlet or otherwise disposed of or affected, or enter into any agreement so to do; or

- (c) mortgage or charge the lot or any part thereof or any interest therein except for the purpose of the development thereof in accordance with these Conditions and then only by way of a building mortgage, it being agreed that for this purpose a building mortgage shall be one :
- (i) whereby the lot is mortgaged or charged in favour of a licensed bank or a registered deposit-taking company authorized under section 16 of the Banking Ordinance to secure monies (and interest thereon) advanced or to be advanced to the Purchaser for the purpose only of developing the lot in accordance with these Conditions and for the payment of legal and other professional fees in connection with such development and the mortgage (provided that such fees do not, in the aggregate, exceed 5% of the total amount secured by the mortgage), and for no other purpose;
 - (ii) under which such advances (in the case of work done) are to be made to the Purchaser only in amounts to be certified from time to time by the authorized person (appointed by the Purchaser under the Buildings Ordinance for the development of the lot) as having been incurred by the Purchaser for the development of the lot; and
 - (iii) under which the mortgagee is obliged, upon receipt of a sum representing the total purchase price under an agreement for sale and purchase approved by the Director in respect of a share or interest in the lot and in the case of the Government Accommodation upon assignment thereof in accordance with Special Condition No. (18) hereof, to release such share or interest from the mortgage.

Registration

- (29) Every assignment, mortgage, charge, underletting for more than three years or other alienation of the lot or any part thereof or any interest therein shall be registered at the Land Registry.

Deed of Mutual
Covenant and
Management
Agreement

- (30) (a) Notwithstanding that these Conditions shall have been observed and complied with to the satisfaction of the Director, the Purchaser shall not assign, mortgage, charge or part with the possession of or otherwise dispose of the lot or any part thereof or any interest therein or enter into any agreement so to do except by way of an assignment or other disposal of undivided shares in the whole of the lot together with the right to the exclusive use and occupation of individual floors and units in any building or buildings erected thereon and even then such assignment or other disposal shall be subject to the following conditions :-

- (i) the Purchaser shall first submit to and obtain the approval in writing of the Director to a Deed of Mutual Covenant incorporating a Management Agreement (if any) (hereinafter referred to as "the DMC") to be entered into between the Purchaser and the assignee from him of undivided shares in the whole of the lot;
- (ii) the Purchaser must comply with the approved terms and conditions of the DMC. No amendment thereto may be made without the prior written consent of the Director and the payment of such fees as may be required and the DMC and any approved amendment thereto shall be registered by Memorial against the lot in the Land Registry;

- (iii) every assignment or other disposal of any undivided share or shares in the lot shall be subject to and with the benefit of the DMC;
- (iv) the DMC must be in a form and contain the provisions which the Director shall approve or require and in particular must contain, inter alia, provisions to the following effect :-
 - (1) (I) F.S.I. as owner of the Government Accommodation shall be responsible for the maintenance and management thereof but not the remainder of the development on the lot;
 - (II) F.S.I. as owner of the Government Accommodation shall not be liable to contribute any management and maintenance charges in respect of the remainder of the development on the lot and in particular shall not be liable for payment of any management and maintenance charges whatsoever incurred in respect of the common areas and facilities of the development within the lot, including the Items referred to in Special Condition No. (24) hereof, the Pink Hatched Black Area and the Pink Cross Hatched Black Area;
- (2) F.S.I. shall not be liable for any payment of capital equipment fund, debris removal fee or payment of a like nature;
- (3) F.S.I. its lessees, tenants, licensees and persons authorised by it and owner and occupier for the time being of the Government Accommodation shall have the benefit of the following rights privileges and easements :-
 - (I) the right of shelter support and protection for the Government Accommodation;
 - (II) the right of free passage and running of gas, electricity, water, sewage, air-conditioning, telephone and all other services from and to the Government Accommodation through the gutters, sewers, drains, flues, conduits, ducts, watercourses, cables, pipes, wires and other conducting media now or during the term hereby agreed to be granted laid on or running through any part of the lot and any part of the development on the lot;
 - (III) the right at its own cost to alter, divert, vary, relay or reinstate any of the services and facilities serving exclusively the Government Accommodation or any part thereof (hereinafter referred to as "the Government Accommodation Services") at any time at its absolute discretion without any charge by the Purchaser Provided that proper and adequate care and precaution shall be taken during any alteration, diversion, variation, relaying or reinstatement works of the Government Accommodation Services so as to

ensure that no damage is caused to the services and facilities within the lot and serving all those parts of the development on the lot other than the Government Accommodation;

- (IV) the right to go pass and repass over and along and to use any common parts of the lot or any common parts of the development on the lot in connection with the proper use and enjoyment of the Government Accommodation or any part thereof and to use and receive the benefit of any common facilities within the lot or the development on the lot;
- (V) the right at all reasonable times with or without surveyors, contractors, workmen and others and with or without vehicles, plant, equipment, material and machinery to enter upon the lot or any part of the development on the lot for the purposes of extending or carrying out maintenance, repair, addition and alteration works to the Government Accommodation or any part thereof and maintenance, repair, alteration, diversion, variation, relaying and reinstatement works to the Government Accommodation Services or any part thereof;
- (VI) the free and uninterrupted rights of way to and from the Government Accommodation as may be required by the Director;
- (VII) the exclusive right to install, erect, exhibit, display, maintain, repair, remove and renew signs and advertisements on the walls, columns and other structural elements of, within, around and on the boundary of the Government Accommodation or any part thereof as F.S.I. shall deem fit and the right of access over the lot or any part of the development on the lot with or without servants, workmen and others and with or without plant, equipment, machinery and material for the purposes of inspecting, installing, erecting, exhibiting, displaying, maintaining, repairing, removing and renewing such signs and advertisements;
- (VIII) the right of access to the lighting conduits, such fire services, ventilation and other services, facilities, installations, fixtures, ancillary works, plants and materials fixed on in or to the roof slabs, walls and other structural elements of the Government Accommodation;
- (IX) the right to alter and run additional services to serve and benefit exclusively the Government Accommodation or any part thereof on the walls, columns, beams, ceilings, roof slabs, carriageway/floor slabs and other structural elements of, in, around, within, above and below the same and the related right of access over the lot or any part of the development on the lot with or without servants, workmen and others and with or without plant, equipment, machinery and

material provided that proper and adequate care and precaution shall be taken during any such alteration works so as to ensure that no damage is caused to the services and facilities within the lot and serving all those parts of the development on the lot other than the Government Accommodation; and

- (X) such other rights privileges and easements as may be deemed necessary or desirable by the Director;
- (v) in the DMC the Purchaser must allocate to those parts of the lot which comprise the common areas or amenities for the common use and benefit of owners for the time being of the lot (hereinafter referred to as "the Common Areas") a number of undivided shares in the lot which in the opinion of the Director is appropriate.
- (vi) the Purchaser may not assign, mortgage or charge (except by building mortgage or charge under Special Condition No. (28)(c) hereof) or otherwise dispose of or part with the possession of any undivided shares allocated to the Common Areas or any interest therein or enter into any agreement so to do except that upon execution of the DMC the whole of the said undivided shares in the Common Areas shall be assigned to and vested in the manager appointed in accordance with the DMC who must hold the said undivided shares on trust for the benefit of all owners for the time being of undivided shares in the lot;
- (vii) the DMC must provide that, subject to sub-clause (viii) hereof, on termination of the manager's appointment the manager must assign the said undivided shares free of costs or consideration to its successor in office; and
- (viii) if an Owners' Corporation is formed under the Building Management Ordinance (Cap. 344), it may require the manager, in accordance with the DMC to assign the undivided shares in the Common Areas and transfer the management responsibilities to it free of costs or consideration, in which event, the said Owner's Corporation must hold them on trust for the benefit of all owners for the time being of undivided shares in the lot.
- (b) Sub-clause (a) of this Special Condition shall not apply to :-
 - (i) an assignment, underletting, mortgage or charge of the lot as a whole, or
 - (ii) an underletting of a part of the building erected thereon.
- (c) Notwithstanding the provisions of sub-clause (a)(i) and (b) of this Special Condition, the Purchaser shall when called upon by the Director submit to the Director for his approval in writing the DMC.

Restriction on
partitioning

(31) The Purchaser shall not partition the lot or any part thereof, nor assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of the lot or any part of the lot that has already been partitioned or alienated as a part with the consent of the Director under this Special Condition except as a whole without having first obtained the written consent of the Director. Provided that without such consent, the Purchaser may, after these Conditions shall have been complied with to the satisfaction of the Director, dispose of and deal in undivided shares in the whole of the lot or any such part and also underlet a part or parts of the building or buildings erected or to be erected on the lot or any such part.

Vehicular access

- (32) (a) (i) Subject to sub-clauses (iii) and (v) hereof, the Purchaser shall have no right of ingress to the lot for the passage of motor vehicles except between the points X and Y through Z shown and marked on the plan annexed hereto or at such other points as may be required or approved in writing by the Director.
- (ii) Subject to sub-clauses (iv) and (v) hereof, the Purchaser shall have no right of egress from the lot for the passage of motor vehicles except between the points U and V through W shown and marked on the plan annexed hereto or at such other points as may be required or approved in writing by the Director.
- (iii) The Purchaser shall have no right of ingress to the Public Transport Terminus for the passage of motor vehicles except between the points X1 and Y1 through Z1 shown and marked on the plan annexed hereto or at such other points as may be required or approved in writing by the Director.
- (iv) The Purchaser shall have no right of egress from the Public Transport Terminus for the passage of motor vehicles except between the points U1 and V1 through W1 shown and marked on the plan annexed hereto or at such other points as may be required or approved in writing by the Director.
- (v) Subject to Special Condition No. (26)(a), the Purchaser shall have no right of ingress or egress to or from the Marine Police Operational Area for the passage of motor vehicles except between the points X2 and Y2 through Z2 shown and marked on the plan annexed hereto or at such other points as may be required or approved in writing by the Director.

Temporary access

- (b) Notwithstanding the provisions of sub-clause (a) of this Special Condition, upon development or redevelopment of the lot a temporary access for construction vehicles into the lot may be permitted in such position and subject to such conditions as may be imposed by the Director.

Construction of run-in and run-out

- (c) (i) The Purchaser shall not exercise the right of ingress and egress in sub-clauses (a) and (b) of this Special Condition unless and until a run-in for each point of ingress and a run-out for each point of egress on existing public roads/footpaths outside the lot are designed and constructed to the satisfaction of the Director. Upon completion of development or redevelopment referred to in sub-clause (b) of this Special Condition or when required by the Director so to do, such run-in and run-out constructed for temporary access shall be removed and the road/footpath area or areas upon which such run-in and run-out were constructed shall be reinstated to the same condition as the road/footpath area or areas were prior to construction of run-in and run-out unless otherwise agreed by the Director. The said works of design, construction, removal and reinstatement shall be undertaken by the Purchaser at his own expense to the satisfaction of the Director.
- (ii) Notwithstanding sub-clause (c)(i) of this Special Condition and at the request of the Purchaser, the design and construction of such run-in and run-out may be carried out at the cost of the Purchaser by the Director who shall incur no liability to the Purchaser in respect thereof.

No advertisement

(33) Subject to Special Condition No. (30)(a)(iv)(3)(VII) hereof, the Purchaser shall not exhibit or allow or suffer to be exhibited on the lot or any part thereof or on the exterior of any building or other structure or structures erected or to be erected thereon or any part thereof any placard, poster, sign or advertisement whatsoever without the prior written consent of the Director.

Public Fee Paying Car Park

(34) (a) The Purchaser shall at his own expense erect, construct and maintain on the lot or any part thereof or any building or any part of any building erected or to be erected thereon a public fee paying car park (hereinafter referred to as "the Public Fee Paying Car Park") which shall contain 200 spaces for the parking of private cars and not less than 20 spaces for the parking of motor cycles. The Purchaser shall submit a design of the layout of the Public Fee Paying Car Park meeting all requirements and to satisfaction of the Commissioner for Transport. The Public Fee Paying Car Park shall comply with the following requirements :-

- (i) the spaces designed and to be used for the parking of private cars shall each measure 5.0 metres x 2.5 metres with a minimum headroom of 2.4 metres and shall not be used for any purpose other than for the parking of private cars licensed under the Road Traffic Ordinance;
- (ii) the spaces designed and to be used for the parking of motor cycles shall each measure 2.0 metres x 1.0 metre with a minimum headroom of 2.4 metres and shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance;
- (iii) no parking floor or floors or level or levels shall be served or accessible by any means of vehicular access except by such vehicular ramps as may be approved in writing by the Director;
- (iv) each and every parking space provided within the Public Fee Paying Car Park shall front directly onto a driveway or circulation space so that any motor vehicles can be moved into or away from the parking space and from or to the driveway or circulation space without obstruction;
- (v) the positions of the ingress and egress control points and pay booth in the Public Fee Paying Car Park shall be subject to the prior written approval of the Director and shall in all respects be to his satisfaction; and
- (vi) the parking layout shall be designed in such a way that no motor vehicle shall queue or wait outside the lot for entry into the Public Fee Paying Car Park.

(b) (i) The Public Fee Paying Car Park shall be available for public use at all times and shall not be used for any purpose other than the purposes set out in sub-clause (a) of this Special Condition and in particular shall not be used for the storage, sale or exhibiting of motor vehicles for sale or otherwise.

(ii) Not less than 50 per centum of the number of each type of the parking spaces provided within the Public Car Park shall be made available or be in use at any time for parking by the members of the public on an hourly basis (as to which the decision of the Commissioner for Transport shall be final and binding upon the Purchaser) and no more than 50 per centum of the number of each type of the parking spaces provided therein may be sublet for such term and on such conditions as may be approved in writing by the Commissioner for Transport.

(c) The Public Fee Paying Car Park together with the undivided shares of and in the lot held therewith shall not be assigned, mortgaged or charged except as a whole.

(d) The Purchaser shall operate, conduct and manage the Public Fee Paying Car Park at all times in such manner as shall be approved by the Director and in all respects in accordance with all Ordinances, bye-laws and regulations relating to public fee-paying car parks which are or may at any time be in force in Hong Kong.

(e) The Purchaser shall provide at his own expense such traffic management measures outside the entrance and exit points of the Public Fee Paying Car Park as may be required from time to time by and to the satisfaction of the Commissioner for Transport.

(f) For the purposes of these Conditions, "motor vehicles", "motor cycles" and "private cars" shall be as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation.

Parking requirements for domestic and office uses

(35) (a) In addition to the requirements in Special Condition No. (34) hereof, spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles:

- (i) at the rate of one space for every four residential flats or part thereof in the building or buildings erected or to be erected on the lot. Each of the spaces so provided shall occupy an area of 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres; and
- (ii) at the rate of one space for every 240 square metres or part thereof of gross floor area in the building or buildings erected or to be erected on the lot to be used for office purposes, excluding any floor area to be used for such parking purposes and for loading and unloading of vehicles under Special Condition No. (36) hereof. Each of the spaces so provided shall occupy an area of 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.

The spaces so provided shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance and belonging to the residents or occupiers of the building or buildings erected or to be erected on the lot and their bona fide guests and visitors and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise.

(b) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor cycles at the rate of 10 per centum or part thereof of the total number of spaces provided or to be provided in accordance with sub-clause (a)(i) and sub-clause (a)(ii) of this Special Condition. Each of the spaces so provided shall occupy an area of 1.0 metre in width and 2.0 metres in length with a minimum headroom of 2.4 metres.

Loading and unloading requirements for domestic, office and retail uses

(36) Spaces shall be provided within the lot to the satisfaction of the Director for the loading and unloading of vehicles:

- (a) at the rate of one space for every 800 residential flats or part thereof in the building or buildings erected or to be erected on the lot subject to a minimum of one loading/unloading bay for each residential block, such loading/unloading bay to be located adjacent to or within each residential block;
- (b) at the rate of one space for every 3,000 square metres or part thereof of gross floor area of the building or buildings erected or to be erected on the lot to be used for office purposes; and
- (c) at the rate of one space for every 1,000 square metres or part thereof of gross floor area of the building or buildings erected or to be erected on the lot to be used for retail purposes;

all excluding any floor area used for loading and unloading purposes and for parking purposes provided under Special Condition No. (35) hereof. The spaces so provided shall each measure 3.5 metres x 11.0 metres with a minimum headroom of 4.1 metres. The spaces so provided shall not be used for any purpose other than for the loading and unloading of vehicles in connection with the said building or buildings.

Deposit of car park layout plan

(37) A plan approved by the Director indicating the layout of the parking, loading and unloading spaces to be provided within the lot in accordance with Special Condition Nos. (34), (35) and (36) hereof, or a copy of such plan certified by an authorized person (as defined in the Buildings Ordinance) shall be deposited with the Director. No transaction (except a building mortgage under Special Condition No. (28)(c) hereof or such other transactions as the Director may approve) affecting the lot or any part thereof or any building or part of any building erected or to be erected on the lot shall be entered into prior to such deposit. The parking, loading and unloading spaces indicated on the said approved plan shall not be used for any purpose other than for the purposes set out in Special Condition Nos. (34), (35) and (36) hereof. The Purchaser shall maintain the parking, loading and unloading spaces in accordance with the said approved plan and shall not alter the layout except with the prior written consent of the Director.

Set back

(38) The Purchaser shall not cut away, remove or set back any Government land adjacent to or adjoining the lot or carry out any building up, filling in or any slope treatment works of any kind whatsoever on any Government land except with the prior written consent of the Director who may, at his sole discretion, give his consent subject to such terms and conditions as he sees fit, including the grant of additional Government land as an extension to the lot at such premium as he may determine.

Cutting away

(39) (a) Where there is or has been any cutting away, removal or setting back of any land, or any building up or filling in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the Director, either within the lot or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the lot or any part thereof or any other works required to be done by the Purchaser under these Conditions, or for any other purpose, the Purchaser shall at his own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the lot and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Purchaser shall at all times during the term hereby granted maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director.

(b) Nothing in sub-clause (a) of this Special Condition shall prejudice the Government's rights under these Conditions, in particular Special Condition No. (38) hereof.

(c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Purchaser owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land, within the lot or from any adjacent or adjoining Government or leased land, the Purchaser shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify the Government, its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslip or subsidence.

(d) In addition to any other rights or remedies herein provided for breach of any of these Conditions, the Director shall be entitled by notice in writing to call upon the Purchaser to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, protection, and drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Purchaser shall neglect or fail to comply with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and the Purchaser shall on demand repay to the Government the cost thereof, together with any administrative or professional fees and charges.

No rock crushing

(40) No rock crushing plant shall be permitted on the lot without the prior written approval of the Director.

Anchor maintenance

(41) Where prestressed ground anchors have been installed, upon development or redevelopment of the lot or any part thereof, the Purchaser shall at his own expense carry out regular maintenance and regular monitoring of the prestressed ground anchors throughout their service life to the satisfaction of the Director and shall supply to the Director such reports and information on all such monitoring works as the Director may from time to time in his absolute discretion require. If the Purchaser shall neglect or fail to carry out the required monitoring works, the Director may forthwith execute and carry out the monitoring works and the Purchaser shall on demand repay to the Government the cost thereof.

Spoil or debris

(42) (a) In the event of spoil or debris from the lot or from other areas affected by any development of the lot being eroded and washed down onto public lanes or roads or into road-culverts, foreshore or seabed, sewers, storm-water drains or nullahs or other Government properties, the Purchaser shall be held responsible and shall at his own expense remove the spoil and debris from and make good any damage done to the public lanes or roads or road-culverts, sewers, storm-water drains or nullahs, foreshore or seabed or other Government properties. The Purchaser shall indemnify the Government against all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion and washing down.

(b) Notwithstanding sub-clause (a) of this Special Condition and at the request of the Purchaser, the removal of the spoil and debris and making good of the damage may be carried out at the cost of the Purchaser by the Director who shall incur no liability to the Purchaser in respect thereof.

Dumping (Government land)

(43) No earth, debris, spoil of whatsoever nature, or building materials shall be dumped on any Government land.

Utility services

(44) The Purchaser shall take or cause to be taken all proper and adequate care, skill and precautions at all times and particularly during any construction, maintenance, renewal or repair work to avoid doing any damage to any Government or other existing drain, waterway or watercourse (including water main), footpath, sewer, nullah, pipe, cable, wire, utility service or any other works or installations (all together hereinafter referred to as "the Works and Services") being or running upon, over, under or adjacent to the lot or any part thereof or the Green Area or both the lot or any part thereof and the said Green Area, provided that the Purchaser before carrying out any such work as aforesaid shall make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of any of the Works and Services, and shall submit his proposals for dealing with any of the Works and Services in writing to the Director for his approval in all respects, and shall not carry out any work whatsoever until the Director shall have given his written approval to the works and to such proposals aforesaid, and shall comply with any requirement of the Director in respect of the Works and Services, and shall bear the cost of meeting such requirements including the cost of any necessary diversion, relaying or reinstatement, and shall at his own expense in all respects repair, make good and reinstate to the satisfaction of the Director any damage or disturbance caused to the surface of the lot or the Green Area or both the lot or any part thereof and the Green Area or any of the Works and Services running on, over, under or adjacent to the lot or the Green Area or both the lot or any part thereof and the Green Area in any manner arising out of any such construction, maintenance, renewal or repair work. If the Purchaser fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the lot or any part thereof or the Green Area or both the lot or any part thereof and the Green Area or of any of the Works and Services to the satisfaction of the Director, he, the Director, may carry out any such diversion, relaying, repairing, reinstatement or making good as he considers necessary and the Purchaser shall pay to the Government on demand the cost of such works.

Damage to public roads

(45) (a) The Purchaser shall at his own expense and to the satisfaction of the Director make good any damage done to adjoining public roads by the Purchaser, his contractors or sub-contractors or his or their workmen or vehicles or by any spoil from the lot.

(b) Notwithstanding sub-clause (a) of this Special Condition and at the request of the Purchaser the making good of the damage to adjoining public roads may be carried out at the cost of the Purchaser by the Director who shall incur no liability to the Purchaser in respect thereof.

Dumping
(public roads)

(46) No materials shall be dumped or stored, nor shall any work be carried out within the boundaries of a public road or way without the prior written consent of the Director.

Construction of drains
and channels

(47) The Purchaser shall construct and maintain at his own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the lot or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or storm-water drain all storm-water or rain-water falling or flowing on to the lot, and the Purchaser shall be solely liable for and shall indemnify the Government and its officers from and against all actions, claims and demands arising out of any damage or nuisance caused by such storm-water or rain-water.

- Damage to nullahs etc. (48) Any damage or obstruction caused by the Purchaser, his servants or agents to any nullah, sewer, storm-water drain, water main or other Government properties within or adjoining the lot shall be made good by the Government at the cost of the Purchaser, and the amount due in respect thereof shall be paid on demand to the Government by the Purchaser.
- Connecting drains and sewers (49) The works of connecting any drains and sewers from the lot to the Government stormwater drains and sewers, when laid and commissioned, may be carried out by the Director who shall not be liable to the Purchaser for any loss or damage thereby occasioned and the Purchaser shall pay to the Government on demand the cost of such connection works. Alternatively, the said connection works may be constructed by the Purchaser at his own expense to the satisfaction of the Director and in such case any section of the said connection works which is constructed within Government land shall upon demand be handed over by the Purchaser to the Government for future maintenance thereof at the expense of the Government and the Purchaser shall pay to the Government on demand the cost of the technical audit in respect of the said connection works.
- Foundations (50) Any foundations to be constructed near or adjoining any water main, sewer, storm-water drain or nullah within or adjoining the lot shall comply with the requirements of the Director.
- Filtered water supply (51) A filtered water supply from Government mains will be given on the usual terms and subject to the provisions of the Waterworks Ordinance or any enactment amending or replacing the same, but no guarantee is given that any water that is supplied will be continuously available.
- Salt water for flushing purposes (52) A salt water supply from Government mains will be given for flushing purposes, and the Purchaser will be required to accept this supply and to install plumbing capable of withstanding the corrosive effect of salt water. If a salt water supply is not available when required, a temporary mains fresh water supply will be provided for flushing purposes. The temporary mains fresh water supply if required, and the ultimate salt water supply, will be given on the usual terms and subject to the provisions of the Waterworks Ordinance or any enactment amending or replacing it.
- Restriction on use of water supply (53) Except with the prior written consent of the Water Authority, no water from Government mains shall be used for any heating, cooling or humidification purpose.
- Access for Fire Services appliances and personnel (54) Throughout the term hereby granted :
(a) the Purchaser shall at his own expense and to the satisfaction of the Director of Fire Services :
(i) provide suitable means of access for the passage of Fire Services appliances and Fire Services personnel to any building or buildings, structure or structures erected or placed or to be erected or placed on the lot;
(ii) at all times permit such Fire Services personnel and Fire Services appliances the free and uninterrupted use of such means of access; and
(iii) maintain such means of access and keep the same free from obstruction;

- (b) the Purchaser shall permit the Director of Fire Services, his officers, servants or agents at all reasonable times with or without notice to enter upon the lot or any part thereof or any building or buildings, structure or structures or any part thereof erected or placed or to be erected or placed thereon for the purpose of inspecting the same so as to ensure that the requirements referred to in sub-clause (a) of this Special Condition have been complied with.

Provision of fire service installations and equipment

- (55) The Purchaser shall at his own expense and to the satisfaction of the Director of Fire Services provide fire hydrants, fire fighting appliances, water pumping connections and such other fire service installations and equipment (as defined in the Fire Services Ordinance) as the Director of Fire Services in his sole discretion shall require within the lot (or, subject to the prior written consent and approval of the Director, on any adjacent or adjoining Government land) and within any building or buildings erected or to be erected thereon at such point or points as the Director of Fire Services may require. The Purchaser shall maintain at his own expense the said fire hydrants, fire fighting appliances, water pumping connections and such other fire service installations and equipment in good condition and to the satisfaction of the Director of Fire Services.

Dangerous goods

- (56) The Purchaser shall comply with all lawful requirements of the Director of Fire Services made under the Dangerous Goods Ordinance, any regulations made thereunder and any amendments thereto.

Supervisory and overhead charges

- (57) Wherever in these Conditions it is provided that :
(a) the Government or its duly authorized officers shall or may carry out works of any description on the lot or any part thereof or outside the lot (whether on behalf of the Purchaser or on the failure of the Purchaser to carry out such works or otherwise) at the cost of the Purchaser or that the Purchaser shall pay or repay to the Government or to its duly authorized officers on demand the cost of such works, such cost shall include such supervisory and overhead charges as may be fixed by the Government or by its duly authorized officers; or

Prior approval or consent

- (b) the prior approval or consent in writing of the Government or its duly authorized officers is required, they may give the approval or consent on such terms and conditions as they see fit or refuse it at their absolute discretion.

Definitions of gross floor area and site coverage

- (58) (a) For the purposes of these Conditions the expression "gross floor area" means the area contained within the external faces of the external walls (or in the absence of such walls the external perimeters) of any building or buildings erected or to be erected on the lot measured at each floor level (including any floor below the level of the ground), together with the area of each balcony in such building or buildings, which shall be calculated from the overall dimensions of the balcony (including the thickness of the sides thereof).

- (b) Notwithstanding sub-clause (a) of this Special Condition the Director at his sole discretion may :

- (i) in determining the gross floor area of any building or buildings erected or to be erected on the lot exclude any floor space that he is satisfied is constructed or intended to be used solely for the parking or for the loading or unloading of motor vehicles or occupied solely by machinery or equipment for any lift, air-conditioning or heating system or any similar service, or any space for refuse disposal, or any floor space which the Building

Determination of gross
floor area in buildings
with curtain wall system
forming external face of
building

- Authority may permit to be excluded provided that the Public Fee Paying Car Park referred to in Special Condition No. (34) hereof shall not be excluded from the calculation of the gross floor area under this Special Condition;
- (ii) in determining the gross floor area, accept, for the purposes of calculation of that gross floor area, the outer face of the structural elements of the building or buildings erected or to be erected on the lot as the external wall in the event that a curtain wall system forms the external face of any building or buildings erected or to be erected on the lot provided that the outer face of the curtain wall system shall project no more than 300 millimetres from the outer face of the structural elements. The Director shall have the sole discretion in determining what comprises a structural element of any building or buildings erected or to be erected on the lot.

Technical Schedule
PUBLIC TRANSPORT INTERCHANGE
Sai Wan Ho Ferry Concourse (IL 8955)
Sai Wan Ho, Hong Kong

**General
requirements**

1. The following general requirements shall be complied with to the satisfaction of the Director of Architectural Services, the Commissioner for Transport, the Director of Highways, the Director of Civil Engineering, the Director of Fire Services, the Director of Environmental Protection, the Director of Territory Development, the Director of Drainage Services, the Director of Water Supplies and the Director of Electrical and Mechanical Services (hereinafter collectively known as 'Government Representatives') :-
 - (a) The Public Transport Interchange shall be designed and constructed at ground level in compliance with the Special Conditions, this Technical Schedule and the Annexes hereto as a self contained facility capable of being wholly managed and maintained by the Government independently, and shall comprise a minimum of :-
 - (i) 1 no. double-width bus bay;
 - (ii) 3 nos. single-width bus bays;
 - (iii) 1 no. double-width green mini bus bay;
 - (iv) 1 no. double-width taxi bay;
 - (v) an area with a net operational floor area of not less than 50 square metres reserved for the ancillary facilities for the bus operator(s) in the Public Transport Interchange;
 - (vi) an area with a net operational floor area of not less than 2 square metres reserved for the regulator's kiosks at the heads of passenger platforms adjacent to the bus bays and the green minibus bay as may be required by the Commissioner for Transport.
 - (b) The Public Transport Interchange shall include inter alia, all bus and green minibus bays, taxi stand, carriageways, run-ins, passenger platforms, or queuing areas with covers or shelters stacking areas, covered walkways, footways, kerbs, safety and protective measures, street furniture, road markings, traffic signs, queue and pedestrian rails, drainage, service mains, lighting, ventilation, switch room or cubicle, finishes and fittings including necessary associated and ancillary spaces, services, facilities and any other items deemed necessary by the Government Representatives within the lot, all of which shall be constructed in full in accordance with the requirements of this Schedule;

Unrelated
facilities
and services

- (c) A comprehensive system of pedestrian footpaths with suitable pedestrian facilities and crossing points shall be provided to the satisfaction of the Commissioner for Transport to facilitate pedestrian circulation.
- (d) Facilities and services of any nature whatsoever which do not directly serve, relate to or pertain to the Public Transport Interchange shall not be accommodated in or pass through or under any Government Accommodation without prior written approval of the Government Representatives;
- (e) The Purchaser shall be responsible for the design, supervision, construction and maintenance within the Defects Liability Period (as defined in Special Conditions) of the Public Transport Interchange in accordance with good practice generally and with the particular requirements of this Technical Schedule and to a standard at least as high as that achieved in comparable government built facilities in such a way that future maintenance costs are minimized.

Services requiring Government operation and maintenance shall not be located in private premises nor shall any access to the services be gained via private premises without prior written approval of the Government Representatives.

Submissions

- (f) The Purchaser shall submit to the Director of Highways and the Director of Architectural Services full details of his design proposals for agreement at master plan, sketch plan and working drawing stages, and samples of all proposed finishing materials and building services installations shall be submitted to the Director of Highways and other Government Representatives as appropriate for agreement prior to the placement of procurement orders.

Agreement of the submission shall be limited to standards of provision, safety and general principles of design. The Purchaser shall be responsible for the detailed design and shall ensure that such design complies fully with the requirements of the Technical Schedule and the Specifications referred to therein. Relevant design calculations for building services installation shall be submitted to the Government Representatives.

The Purchaser shall submit to the Director of Highways and the Director of Architectural Services the following reports or calculations which are described in details in Annex IV to this Technical Schedule for record.

Air quality calculations for verification of compliance with current requirements and Practice Notes of the Director of Environmental Protection.

Report on periodic checking covering air quality, noise, etc. at least every 6 months according to a comprehensive monitoring and audit programme within the Defects Liability Period (as defined in Special Conditions).

Materials and
workmanship

- (g) Materials and workmanship for all finishes and features shall be maintenance-free, in compliance with all standards indicated herein or as may be required by the Government Representatives, and shall be compatible with the finishes and features of other integral or adjacent accommodation erected by the Purchaser in accordance with Special Conditions.

Compliance

- (h) All works shall comply with all statutory ordinances, regulations, standards, specifications, practice notes and codes relevant to all building works and public works contracts in Hong Kong including but not limited to those which are listed under the Annexes to this Technical Schedule;
- (i) The submission of design details or the inspection of the construction works by the Government Representatives shall not relieve the Purchaser from his responsibility for satisfactory compliance with the above stipulations.
- (j) The Purchaser shall conduct/arrange site inspections/meetings and testings before and upon substantial completion, prior to Handover, for Handover, and at the end of the Defects Liability Period (as defined in Special Conditions), for briefing(s) on specific electrical/ mechanical and/or other installations, to be attended by government staff, all as required by the Government Representatives.

The Purchaser shall not consider the Public Transport Interchange be substantially completed without the prior approval from the Government Representatives.

Record Drawings

- (k) No later than 8 weeks from the date of delivery of possession by the Purchaser of the Public Transport Interchange, the Purchaser shall provide three complete sets or more if required of the following documents to the Government Representatives :-
 - (i) As-built/installed, scaled and dimensioned record drawings of building, plumbing and drainage plans (including CCTV drainage survey record and report and other details) and building services drawings (including all wiring diagrams and circuit diagrams down to component level) on 35 mm non-perforated microfilm mounted in translucent fiche aperture cards each 188 mm x 84 mm in size and with polyester pocket and tabulated data in the format approved by the Government Representatives.
 - (ii) Schedules of all proprietary materials, fixtures, fittings and appliances with name and contact telephone numbers of their suppliers/agents in Hong Kong.

- (iii) Services installation certificate, including but not limited to fire certificate, Electrical Work Completion Certificate and surveyor's certificate for lifting appliances. All with validity dates beyond the end of the Defects Liability Period (as defined in Special Conditions).
- (iv) The operation and maintenance manuals and test reports for all plant, equipment and other items as appropriate such as survey certificate(s) for lifts, lifting appliances with pressure vessels. All such manuals shall be bound into separate volumes for each type of Building Services and Electrical & Mechanical installation or equipment.
- (v) Dyeline prints for all drawings as (i) above.
- (vi) Two sets of CD-ROM computer disk for all drawings as (i) above. The format of drawings shall be approved by the Government Representatives.
- (vii) Digitised copies of the Control Drawings and as-built drawings of the layout of the Public Transport Interchange in the format approved by the Government Representatives.
- (viii) Relevant design calculations for the road pavements, drainage and covers, etc.
- (ix) Any other records which are essential to facilitate future maintenance.

Spare materials and parts

- (I) No later than 8 weeks from the commencement of the Defects Liability Period (as defined in Special Conditions) and before the date on which any part of the Public Transport Interchange is handed over, the Purchaser shall provide the following spare materials and parts :-
 - (i) 100 nos. whole pieces or 5% whichever is greater each of the different type, colour and pattern of wall and floor tiles and paving slabs, etc. used.
 - (ii) Spares and special tools for 2-years operation and maintenance of all the E&M plant and equipment.
 - (iii) Other materials which are not readily available in the market, quantity to be advised.
 - (iv) 10% lighting fittings complete with control gear and lamps and 1 no. miniature circuit breaker for each rating.

Defects liability
and maintenance

- (m) The Purchaser shall without affecting the operation of the Government Accommodation at his own expense provide free maintenance for all building works, fitting out works and building services installations within the Defects Liability Period (as defined in Special Conditions). The free maintenance shall include the routine maintenance of all structures, drainage elements, road slabs, plant and equipment, emergency repairs and 24 hr fault attendance. The free maintenance shall be in accordance with the General Specifications, Standards and Requirements listed in the Annexes to this Technical Schedule.

A maintenance schedule shall be submitted to the Government Representatives for approval prior to the handover of the Public Transport Interchange. Throughout the Defects Liability Period (as defined in Special Conditions), the Purchaser shall submit testing, inspection and maintenance records at quarterly intervals to the Government Representatives.

Net Floor Area

- (n) For the purpose of this Technical Schedule the Net Floor Area shall be that area enclosed within the perimeter walls or boundaries of a room or space as measured between the finished or notional wall surfaces. The area of free-standing columns within the room or space shall be excluded.

Net Operational
Floor Area

- (o) For the purpose of this Technical Schedule the Net Operational Floor Area (N.O.F.A.) shall comprise the summation of all Net Floor Areas of the rooms/spaces within such part of the Government Accommodation as detailed in the Technical Schedule. This excludes all structure and partition, circulation areas, staircases, staircase halls, lift landings, mechanical and electrical services such as lift and air-conditioning systems.

Building
requirements

2. The Public Transport Interchange shall be designed, and constructed to the satisfaction of the Government Representatives to incorporate, inter alia, the following particular requirements :-

- (a) Building, highways, water supply, drainage, in accordance with the requirements listed under Annexes I and III to this Technical Schedule.

Signage

- (b) Traffic signs in both Chinese and English where deemed necessary in agreed materials, lettering and graphics.

Design for the
elderly and
disabled

- (c) All parts of the Public Transport Interchange shall be easily accessed by the elderly and the disabled and in accordance with the latest edition and subsequent amendments of the Design Manual, Barrier Free Access. The design is to take into account safety aspects with slippery surfaces, sharp edges and corners avoided.

Environmental
and building
services
requirements

3. The Public Transport Interchange shall be designed and constructed to the satisfaction of the Government Representatives to incorporate, inter alia, the following building services requirements :-

- (a) The Purchaser shall submit full details of his proposals for the agreement of the Director of Highways in respect of the lighting installation and for the agreement of the Government Representatives in respect of other services prior to tender and shall submit samples of all materials to be used for approval by the same Authorities prior to placing of procurement orders.
- (b) All specifications, practice notes and codes of practice relevant to public works contracts in Hong Kong and including but not limited to the specifications and standards listed in Annexes II and IV to this Technical Schedule shall be complied with.
- (c) All environmental and building services works shall be provided in accordance with the requirements as detailed in the Annexes to this Technical Schedule and as the situation may require, subject to the approval of the Government Representatives. The Purchaser shall employ at his own expense an independent environmental specialist to check and certify that environmental requirements as detailed in Annexe IV to this Technical Schedule have been incorporated in the design of the Public Transport Interchange. The independent environmental specialist shall be such person, firm or company with suitable qualification, skill and experience as shall be agreed by the Government Representatives and shall in no way be associated with the design of the Government Accommodation.
- (d) Services requiring Government operation and maintenance shall not be run in private premises nor shall any access to them be gained via private premises without prior written approval of the Government Representatives.
- (e) Adequate and proper facilities for operation and maintenance of plant, equipment and installations shall be provided. These include, inter alia, lifting beams or hooks for heavy equipment, access panels for concealed equipment or components requiring operation, adjustment, inspection or routine service, maintenance platforms for high level machines equipment or components, hydraulic trucks for handling Air Circuit Breaker's, portable earthing set and rubber mats for cubicle switchboard etc., and any others as required by the Government Representatives.

Lifting appliances including beam and hooks shall be surveyed by qualified surveyor in accordance with the Factories and Industrial Undertakings (Lifting Appliances) Regulations and certificates issued.

- (f) The potential environmental impacts on the Marine Police Operational Area within the lot and the Marine Police Regional Headquarters and Marine Harbour Division at the Sai Wan Ho piers shall be assessed and addressed by the Purchaser in the proposed design of the Public Transport Interchange, and mitigation measures shall be incorporated as part of the design of the Public Transport Interchange to the satisfaction of the Government Representatives.

LIST OF ANNEXES

Annexe I	General Specifications and Standards for Building and Highway Works for the Public Transport Interchange
Annexe II	General Specifications and Standards for Environmental and Building Services Works for the Public Transport Interchange
Annexe III	Particular Building, Highways, Water Supply and Drainage Requirements for the Public Transport Interchange
Annexe IV	Particular Environmental and Building Services Requirements for the Public Transport Interchange
Annexe V	Control Drawing

Annexe I

GENERAL SPECIFICATIONS AND STANDARDS FOR BUILDING AND
HIGHWAY WORKS FOR THE PUBLIC TRANSPORT INTERCHANGE

- Documents
1. The Purchaser shall comply with the latest edition and subsequent amendments of the following documents :-
 - (a) General Specification for Building, Architectural Services Department 1993;
 - (b) Architectural Services Department Standard Drawings as appropriate;
 - (c) Architectural Services Department Technical Instructions as appropriate;
 - (d) Design Manual : Barrier Free Access 1997;
 - (e) General Specification for Civil Engineering Works, 1992 Edition (Hong Kong Government);
 - (f) Highways Department Standard Drawings, relevant Road Notes, Pavement Design Manual and Structural Design Manual as appropriate;
 - (g) Civil Engineering Manual of the Civil Engineering Department, Volume V & Chapter 10 (Public Lighting).
 - (h) Relevant volumes/chapters of Transport Planning & Design Manual of Transport Department.
 2. Whereas documents pertaining to Hong Kong statutory instruments are not included in the above list, the need for strict compliance with those instruments remains mandatory.

Annexe II

**GENERAL SPECIFICATIONS AND STANDARDS FOR ENVIRONMENTAL AND
BUILDING SERVICES WORKS FOR THE PUBLIC TRANSPORT INTERCHANGE**

Documents

1. The Purchaser shall comply with the latest edition and subsequent amendments of the following documents :-

- (a) General Specification for Electrical Installations in Government Buildings of the Hong Kong Special Administrative Region;
- (b) General Specification for Air Conditioning, Refrigeration, Ventilation and Central Monitoring and Control System Installation in Government Building, Hong Kong;
- (c) General Specification for Fire Service Installation in Government Buildings, Hong Kong;
- (d) General Specification for Lift, Escalator and Conveyor Installation in Government Buildings, the Hong Kong Special Administrative Region;
- (e) Building Services Branch Testing and Commissioning Procedures;
- (f) Electricity Ordinance;
- (g) Air Pollution Control Ordinance;
- (h) Noise Control Ordinance;
- (i) Public Lighting Design Manual issued by Lighting Division, Highway Department;
- (j) Factories and Industrial Undertakings (Lifting Appliances) Regulations;
- (k) Environmental Protection Department's Practice Note for Professional Persons : Control of Air Pollution in Semi-Confined Public Transport Interchanges (ProPECC PN 1/98 issued in March 1998).
- (l) To achieve energy efficiency of the installation, the following code of practice and guidelines published by the Electrical and Mechanical Services Department shall be incorporated in the design and specification where appropriate and applicable :

Code of Practice for Energy Efficiency of Lighting Installations

Code of Practice for Energy Efficiency of Air Conditioning Installations

Code of Practice for Energy Efficiency of Electrical Installations

Code of Practice for Energy Efficiency of Lift and Escalator Installations
(2000)

Guidelines on Energy Efficiency of Lighting Installations

Guidelines on Energy Efficiency of Air Conditioning Installations

Guidelines on Energy Efficiency of Electrical Installations.

2. Documents listed in (a) to (l) above can be obtained from Government Publications Sales Centre at standard charges.
3. Whereas documents pertaining to Hong Kong statutory instruments are not included in the above list the need for strict compliance with those instruments is mandatory.
4. All building services installations having embedded systems shall be "date compliant" i.e. No value for current or future date/time will cause any interruption to operation which will affect the performance or functionality of all or part of the systems and/or equipment (including any supplied or supported embedded systems, hardware, software, firmware, microcode and programmes).

Annexe III

PARTICULAR BUILDING, HIGHWAYS, WATER SUPPLY AND DRAINAGE
REQUIREMENTS FOR THE PUBLIC TRANSPORT INTERCHANGE

Public
Transport
Interchange

1. The Public Transport Interchange shall be designed and constructed at ground level and shall comprise a minimum of 4 bus bays, 1 green minibus bay, a taxi bay and an area reserved for the ancillary facilities for the bus operator(s) in accordance with the Special Conditions and this Technical Schedule and the Control Drawing in Annexe V. The requirements are listed below :
 - (a) 1 double-width bus bay of 40m x 7.3m;
 - (b) 3 single-width bus bays of 45m x 3.5m;
 - (c) 1 double-width green minibus bay of 44m x 5.5m;
 - (d) 1 double-width taxi bay of 45m x 5.5m;
 - (e) 1 number of passenger platform of minimum unobstructed clear width of 2.0m for each of the above departure bays (excluding the column width should supporting columns be located at the passenger platform) with queue railings shall be provided alongside the entire length of each of the departure bays described above; or such other proposed minimum unobstructed clear width at any specified location of the passenger platform as may be approved by the Commissioner for Transport;
 - (f) an area with a net operational area of not less than 50 square meters reserved for the ancillary facilities for the bus operator(s); and
 - (g) an area with a net operational floor area of not less than 2 square metres reserved for the regulator's kiosks at the heads of passenger platforms adjacent to the bus bays and the green minibus bay as may be required by the Commissioner for Transport.
 - (h) The requirements and detailed layout of the Public Transport Interchange and the ingress and egress points will be subject to approval by the Commissioner for Transport.

Levels and
Layout

2. The finished levels of all carriageways, platforms and footways shall be to the requirements of the Director of Highways and the general layout and configuration, access points and pedestrian circulation footways shall be to the satisfaction of the Commissioner for Transport.

Turning radius

3. The vehicle wheel turning radius at entrances and exits shall be minimum 12 000 mm internally and 15 000 mm externally.

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|---|-----|---|
| Bus and Minibus Bays | 4. | The design of the bus bays should allow 12m long double deck buses to stack, enter and exit the bus bays directly, safely and smoothly in forward gear. |
| Passenger platforms | 5. | Platforms shall be finished 150 mm above finished carriageway level and edged with precast concrete or cut granite kerbs. A cross fall of 3% shall be maintained. |
| Headroom. | 6. | A minimum headroom clear of finishes, services and projections of 6m above and beyond 0.6m of all carriageways accessible to and able to be used by franchised buses shall be provided. |
| Horizontal Clearance | 7. | A horizontal clearance between, inter alia, column or traffic sign or railing or column guards or street furniture or pipe or ductwork and carriageway of minimum 500 mm shall be provided. |
| Carriageways | 8. | Carriageway slabs shall be of the rigid type and shall be constructed to the specifications listed in Annexe I to this Technical Schedule and to the satisfaction of the Director of Highways.

Where the carriageway is formed on the structural slab, a wearing slab of 200 mm thick minimum should be provided, such wearing slab shall be structurally separated from the structural slab with debonding material. All the street furniture shall be embedded in or rests on the wearing slab only but not the structural slab. |
| Passenger Platforms, footways and kerbs | 9. | A comprehensive system of pedestrian footways with suitable pedestrian crossing points shall be provided to the satisfaction of the Commissioner for Transport to facilitate pedestrian circulation. Passenger platforms, footways and kerbs shall be constructed to the specifications listed in Annexe I to this Technical Schedule. |
| Safety and protective measures | 10. | Safety and protective measures such as queue railings, railing kerbs, wall and column guards shall be provided in accordance with Highways Department standards. |
| Street furniture | 11. | Street furniture shall be provided in accordance with Highways Department standard. |
| Floor finish | 12. | Non-slip floor finishes shall be provided throughout. |
| Wall finish | 13. | Wall and column finishes shall be durable and maintenance-free self-finished metal claddings or glazed ceramic tiles. Others can be used only with prior written approval of the Government Representatives. |
| Ceiling finish | 14. | Concrete ceilings and beams shall be plastered and finished in anti-mould emulsion paint. Others can be used only with prior written approval of the Government Representatives. |
| Meters | 15. | Water and electricity connections and supply for the Public Transport Interchange shall be separately metered. Water supply and electricity supply for the ancillary facilities for each bus operator shall be separately metered. |

Water supply

16. The water supply shall include for potable, flushing and fire services requirements deemed necessary by the Director of Architectural Services and as/or stipulated herein and be independent of all other supplies provided by the Purchaser under the Conditions and all tanks and associated pipework shall be located within the Public Transport Interchange and accessible at all times to Government maintenance staff.

The water supply pipes and fittings shall be in compliance with Hong Kong Water Authority's Regulations.

The water tank shall be provided with a lockable cover and be of a maintenance-free material such as glass fibre and shall be a non-toxic type approved for fresh water by the Government Representatives. A water point for cleansing shall be provided in the main plant room for the mechanical ventilation system of the Public Transport Interchange.

Drainage

17. Drainage of the Public Transport Interchange shall be designed and constructed in such manner with such materials and to such standards, levels and alignment as the Director of Highways, the Director of Drainage Services and the Director of Environmental Protection shall approve, including the provision and construction of gullies, drains, manholes and petrol interceptors. Where appropriate, the road drainage system shall be designed in accordance with Road Note 6 of the Highways Department. All drainage connections shall be in accordance with the requirements of the Buildings Ordinance.

Connections

18. All connections such as run-ins, footways and services are to be included and approved by the Commissioner for Transport.

Natural lighting and ventilation

19. Natural lighting and ventilation shall be provided wherever possible and shall be supplemented with or provided mechanically as required under Annexe IV to this Technical Schedule.

Lift, escalator and stair accessway

20. Where the Public Transport Interchange is served by public accesses from different levels, the Public Transport Interchange shall be easily accessed by the elderly and the disabled persons and in accordance with the latest edition and subsequent amendments of the "Design Manual : Barrier Free Access 1997". The numbers and details of the lift(s), escalator(s) and/or stair accessway(s) shall be provided and maintained at the Purchaser's own cost to the satisfaction of the Government Representatives.

Site reserved for the ancillary facilities for the bus and green minibus operator(s)

21. Sites for the ancillary facilities for the bus operator(s) occupying a total minimum net operational floor area of 50 square metres shall be reserved at the Public Transport Interchange. The locations of the sites reserved shall be agreed with the Commissioner for Transport.

Ducts and connections for the provision of electricity supply drainage, water supply and telephone lines to the ancillary facilities and the bus and green minibus regulator's kiosks at passenger platforms as may be required by the Commissioner for Transport shall be provided to the satisfaction of the Commissioner for Transport and the relevant Government Representatives.

Roadside landscape

22. Both soft and hard landscaping including street tree planting, unit paving and architectural finishes of the associated structures shall be provided to the satisfaction of the Director of Highways and the relevant Government Representatives.

Annexe IV

**PARTICULAR ENVIRONMENTAL AND BUILDING SERVICES
REQUIREMENTS FOR THE PUBLIC TRANSPORT INTERCHANGE**

Environmental

1. (a) A comprehensive monitoring and audit programme for the Public Transport Interchange shall be prepared and carried out by the Purchaser to the satisfaction of the relevant Government Representatives. Periodic checking covering air quality, noise, etc. shall be conducted at least every 6 months and when required by the relevant Government Representatives within the Defects Liability Period (as defined in Special Conditions).
- (b) The disposal of construction and demolition waste shall be controlled by the Purchaser through a trip-ticket system to the satisfaction of the Director of Highways and the relevant Government Representatives.

Electricity

2. Separately metered electricity supply systems at 380 V, 3 phase, 4 wires, 50 Hz, if dedicated supply is available shall be provided as follows :-
 - (a) Interchange Lighting.
 - (b) Interchange Ventilation System.
 - (c) Fire Service Installation/Pumped Drainage System, if a separate system is provided and Plant/Meter Rooms and other general lighting and power (excluding interchange lighting in (a) above).
 - (d) General Lighting & Power for the Bus Company facilities.
 - (e) Ancillary facilities for the bus operator(s).
 - (f) Ancillary facilities for the green minibus operator(s).

Plants and equipment for these installations shall be designed for 220V/380V.

The separately metered electricity supply system shall be designed in such a way that individual readings of electricity consumption can be recorded for separate electricity billing purposes.

3. The electricity meter and associated equipment for the installation should be contained in their own cubicle housed in a switch room. Subject to the approval of the supply company, the meter and equipment may be installed in the main switch room provided they are physically separated from the main switchboard to facilitate maintenance.

Arrangement shall be made with the power supply companies for the charging of electricity fees using bulk tariff when this is more economical.

Lighting

4. The lighting design and construction shall comply with the Public Lighting Design Manual issued in March 1996 by Highways Department.
5. Lighting fixtures shall be provided and a maintained illuminance of 120 to 150 lux at ground level between 0600 hour and 0100 hour the next day shall be the design target. The proposed lighting shall not be obstructed by the parked buses and public light buses. The Purchaser shall submit the lighting design for the comment and approval of Chief Engineer/Lighting of Highways Department.
6. A time switch having a spring or battery reserve of not less than 24 hours which can reduce the illuminance to 1/3 of the above level shall be provided. The timing of the time switch can be altered if required to suit operational needs for serving the public in special circumstances.
7. Perimeter lights on the sides of the Public Transport Interchange largely exposed to daylight which can be switched off during daytime by means of a time switch incorporating a solar compensating dial calibrated for Hong Kong's latitude and having a spring or battery reserve of not less than 24 hours shall be provided.
8. The lighting design shall utilise high bay luminaries with the colour rendering effect of the lighting fittings harmonizing with the adjacent external street lighting to the approval of the Director of Highways.
9. Lighting proposals with the design calculations, technical data and type of luminaries used and the switching arrangements shall be submitted at sketch plan stage to the Director of Highways and his nominated works agent for comment respectively.
10. The as-built lighting drawings submitted on completion of the works shall include circuit diagrams, wiring diagrams and site illuminance readings.
11. 10% lighting fittings complete with control gear and lamps and 1 No. miniature circuit breaker for each rating shall be provided to the nominated works agent of the Director of Highways as initial spare.
12. Where a standby generator is to be installed and dedicated for use by the Public Transport Interchange, at least 15% of the total luminaries shall be connected to the standby circuit. The highbay lighting fittings selected for operation under emergency shall be equipped with a 150 Watt tungsten halogen auxiliary lamp and with standby relay circuit. In the event of electricity supply failure, the auxiliary lamp shall be lit up until the SON lamp restrikes.
13. In case emergency generator cannot be provided for the Public Transport Interchange, at least 15% of the total luminaries shall be connected to an uninterruptible power supply (UPS) system with a minimum one hour back-up time. UPS system shall be installed within the bus interchange.
14. The selected positions of the emergency luminaries should give as much high uniformity as possible. Priority should be given to those near the exits.

15. Exit signs and emergency lighting for the interchange shall be designed and provided in accordance with the latest edition and subsequent amendments of the "Code of Practice for Minimum Fire Services Installations and Equipment", issued by the Fire Services Department and to the satisfaction of the Government Representatives.
16. All emergency luminaries inside plant rooms and switch rooms shall be of a self-maintained type even if they are already backed up by emergency generation.
17. Ventilation plant, extract ductwork and other necessary plant for the interchange shall be provided as a fully independent ventilation system, the whole of which shall be subject to the approval of the Director of Architectural Services and the Director of Electrical and Mechanical Services through the Director of Highways.
18. Operation of ventilation fans inside plant rooms and switch rooms shall be controlled automatically by room thermostat(s). In order to save electricity consumption, the ventilation plant shall be capable of operating in the following mode by means of time-switch :-
 - (a) full power running,
 - (b) 2/3 power running or zonal operation,
 - (c) stop operation,
 - (d) a remote indication and alarm panel for the operation status and alarm signals of ventilation system should be provided at the Regulator office.
19. Lifting appliance and permanent maintenance platform complete with hand railing, adequate lighting, ladder and safe access should be provided for future maintenance of the ventilation fans and cleaning of air exhaust system. The same provision shall be provided for services installed at high-level above the driveway to minimize interruption of the Public Transport Interchange operation. If erection of permanent maintenance platform is not feasible and alternative portable hydraulic platform is provided subject to the approval of Government Representatives, permanent lockable storage space together with a power point on site shall also be provided.
20. The ventilation exhausts shall be located at positions so that emission therefrom would not cause any nuisance and air impacts exceeding the Hong Kong Air Quality Objectives (HKAQOs) on the nearby air sensitive receivers and passers-by. The design and operation of the mechanical ventilation system shall comply with Environmental Protection Department's Professional Persons Environmental Consultative Committee (ProPECC) Practice Note PN 1/98 - Control of Air Pollution in Semi-Confined Public Transport Interchanges. Air quality surveys shall be carried out by the Purchaser to ascertain the effectiveness of the ventilation system.

In any cases, the mechanical ventilation rate shall not less than 15 air changes per hour.

21. The mechanical ventilation system shall comply with the Noise Control Ordinance.
22. The location and alignment of the ventilation ducts inside the transport interchange shall be arranged in such a way that the minimum headroom and kerbside clearance requirements can be maintained.
23. The following air quality guidelines as set by the Director of Environmental Protection shall be met :-

	<u>Pollutant</u>	<u>Concentration</u>	<u>Averaging Time</u>
(a)	Sulphur Dioxide	1000ug/m ³ 800ug/m ³	5 mins. 1 hour
(b)	Nitrogen Dioxide	1800ug/m ³ 300ug/m ³	5 mins. 1 hour
(c)	Carbon Monoxide	115,000ug/m ³ 30,000ug/m ³	5 mins. 1 hour

All limits are expressed as at reference conditions of 298K and 101.325 KPa.

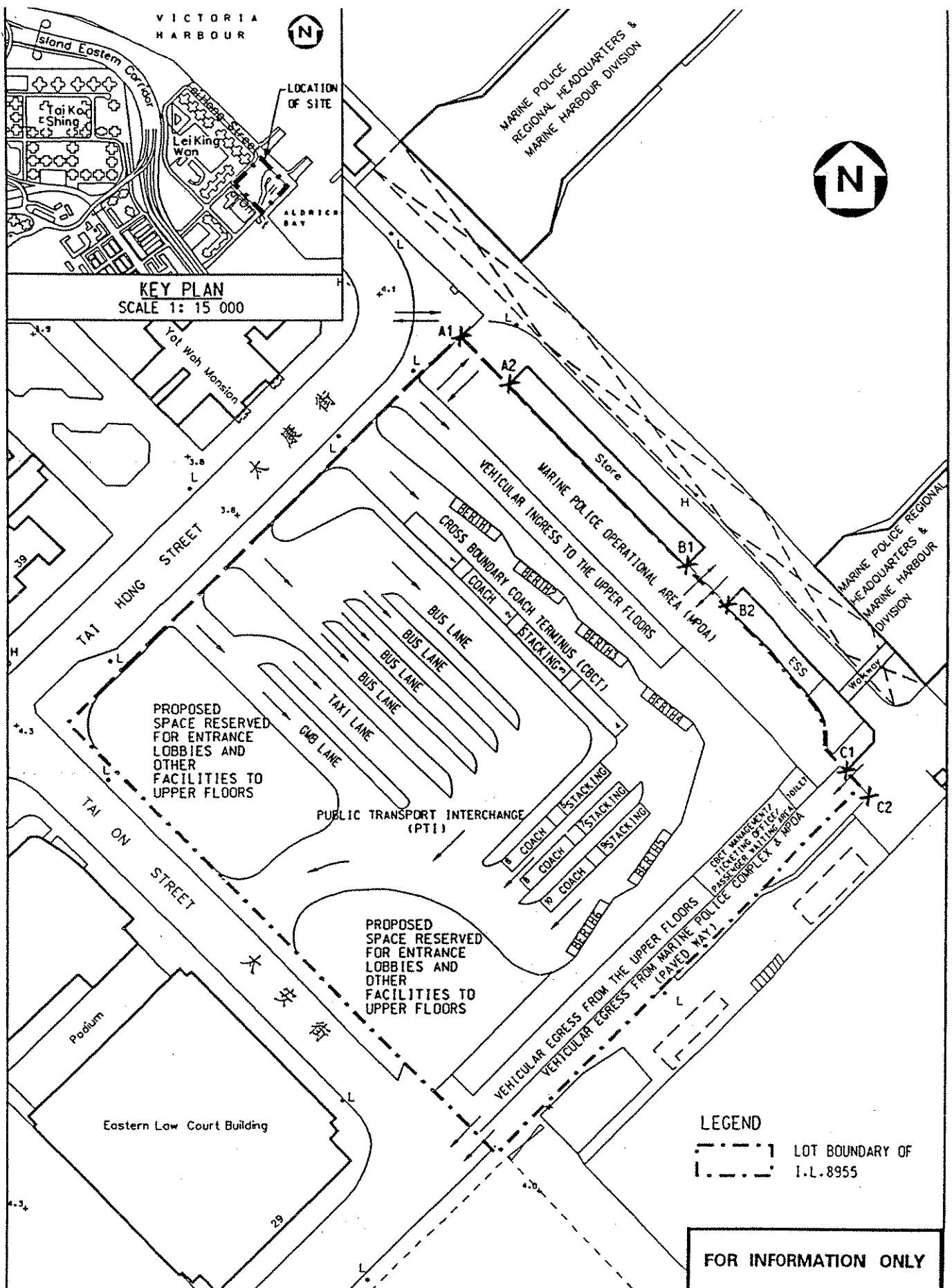
Reverberation Noise

24. The Public Transport Interchange shall be designed and constructed in such a way that the reverberation time of the reverberation noise at 500 Hertz inside the Public Transport Terminus should not be more than 2 seconds.

Provision of fire services installations and equipment

25. The Purchaser shall at his own expense and to the satisfaction of the Director of Fire Services provide fire hydrants, fire fighting appliances, water pumping connections and such other fire service installations and equipment (as defined in the Fire Services Ordinance) as the Director of Fire Services in his sole discretion shall require within the Lot (or, subject to the prior written consent and approval of the Director on any adjacent or adjoining Government land) and/or within any building or buildings erected or to be erected thereon at such point or points as the Director of Fire Services may require. The Purchaser shall at his own expense maintain the said fire hydrants, fire fighting appliances, water pumping connections and such other fire service installations and equipment, if these installations and equipment are not solely serving the Public Transport Interchange, in good condition and to the satisfaction of the Director of Fire Services. Glass fronted lockable wooden cabinets with plastic laminate facing (950 mm high x 650 mm wide x 350 mm deep) shall be provided to house portable fire fighting equipment. The exact number will depend on the amount of equipment required by Fire Services Department.
26. An independent or repeating, if the fire service system for the Public Transport Interchange is a sub-system of the main building's fire service system, fire alarm control and indicating panel serving solely the Public Transport Interchange shall be provided at locations to be advised by the Government Representatives.
27. The power supply cables to all fire services pumps shall be fire resisting cable to BS 6387 Category AWP and the power supply cables to all fireman's lifts (if any) shall be fire resisting cable to BS 6387 Category CWZ.

28. All power supply cables to the emergency luminaries including all the final circuit cable shall be fire resisting cable to B.S. 6387 Category B except for the wiring connecting self-contained emergency luminaries.
- Ancillary facilities for the bus and green minibus operator(s) 29. Ducts and connections for the provision of electricity, drainage, water and telephone supply to the ancillary facilities for the bus operator(s) shall be provided to the satisfaction of the Commissioner for Transport and the relevant Government Representatives.
- Connections for the provision of electricity supply and telephone lines for regulator's kiosks at passenger platforms adjacent to the bus bays and green minibus bay as may be required by the Commissioner for Transport shall be provided to the satisfaction of the Commissioner for Transport and the relevant Government Representatives.
30. The Purchaser shall be responsible to pay the telephone rental and services charges for the direct link of the fire services system during the Defects Liability Period (as defined in Special Conditions).
- Escalators 31. The escalators (if any to be handed over to Government) shall be :-
- (a) inclined at 30° to the horizontal;
 - (b) to operate at 0.75 metres per second slope speed;
 - (c) to have a flat section of length two and one half treads at top and bottom of moving stairway.
- The minimum clear distance from an obstruction facing an escalator landing to the moving treads shall be 4 000 mm.
- Escalators shall have individual stop switches.
- The escalator width shall be a minimum of 600 mm measured on the tread.
- Lifts 32. In addition to Annexe II to this Technical Schedule the lifts (if any to be handed over to Government) shall be designed in accordance with the following :-
- (a) The Design Manual : Barrier Free Access 1997.
 - (b) The relevant British Standard (BS 5655 : all parts).
 - (c) Photo-cell at a height that it can be actuated by wheelchairs should be provided to initiate the re-opening of car and landing door.
 - (d) The lift and escalator shall be supplied and installed by a contractor from the List of Approved Suppliers of Materials and Specialist Contractors for Public Works : Lifts and Escalators.



ANNEXE V

CONTROL DRAWING FOR INLAND LOT No. 8955

NOT TO SCALE

Technical Schedule
Cross Boundary Coach Terminus
Sai Wan Ho Ferry Concourse (IL 8955)
Sai Wan Ho, Hong Kong

**General
requirements**

1. The following general requirements shall be complied with to the satisfaction of the Director of Architectural Services, the Commissioner for Transport, the Director of Highways, the Director of Civil Engineering, the Director of Fire Services, the Director of Territory Development, the Director of Drainage Services, the Director of Water Supplies, the Director of Environmental Protection and the Director of Electrical and Mechanical Services (hereinafter collectively known as 'Government Representatives') :-

(a) The Cross Boundary Coach Terminus shall be designed and constructed at ground level in compliance with the Special Conditions and this Technical Schedule and the Control Drawing and the Annexes hereto as a self-contained facility capable of being wholly managed and maintained by the Government independently, and shall comprise a minimum of :-

(i) 6 loading/unloading coach berths of 12m x 3m;

(ii) 10 coach stacking spaces of 12m x 3m;

(b) The Cross Boundary Coach Terminus shall include a regulator/ticketing office cum passenger waiting area with toilets with a total net operational floor area of 150 square metres. The regulator/ticketing office is to be located with a full view of all the coaches at the loading bays.

(c) The Cross Boundary Coach Terminus shall include, inter alia, all coach berths, stacking spaces, carriageways, access roads, run-ins, passenger platforms, queuing area, footways, kerbs, safety and protective measures, street furniture, road markings, traffic signs, queue and pedestrian rails, drainage, service mains, lighting, ventilation, switch room or cubicle, finishes and fittings including necessary associated and ancillary spaces, services, facilities and any other items deemed necessary by the Government Representatives within the lot, all of which shall be constructed in full accordance with the requirements of this Technical Schedule.

(d) A comprehensive system of pedestrian footpaths with suitable pedestrian facilities and crossing points shall be provided to the satisfaction of the Commissioner for Transport to facilities pedestrian circulation.

**Unrelated
facilities
and services**

(e) Facilities and services of any nature whatsoever which do not directly serve, relate to or pertain to the Cross Boundary Coach Terminus shall not be accommodated in or pass through or under the Cross Boundary Coach Terminus without prior written approval of the Government Representatives.

- (f) The Purchaser shall be responsible for the design, supervision, construction and maintenance within the Defects Liability period (as defined in Special Conditions) of the Cross Boundary Coach Terminus in accordance with good practice generally and with the particular requirements of this Technical Schedule and to a standard at least as high as that achieved in comparable government built facilities in such a way that future maintenance costs are minimized.

Services requiring Government operation and maintenance shall not be located in private premises nor shall any access to the services be gained via private premises without prior written approval of the Director of Architectural Services through the Government Representatives.

Submissions

- (g) The Purchaser shall submit to the Director of Highways full details of his design proposals for approval at master plan, sketch plan and working drawing stages, and samples of all proposed finishing materials and building services installations shall be submitted to the Government Representatives for approval prior to the placement of procurement orders.

Approval of the submission shall be limited to standards of provision, safety and general principles of design. The Purchaser shall be responsible for the detailed design and shall ensure that such design complies fully with the requirements of this Technical Schedule and the specifications referred to therein. Relevant design calculations for building services installation shall be submitted to the Government Representatives.

The Purchaser shall submit to the Director of Highways and the Director of Architectural Services the following reports or calculations which are described in details in Annex IV to this Technical Schedule for record :

Air quality calculations for verification of compliance with current requirements and Practice Notes of the Director of Environmental Protection.

Report on periodic checking covering air quality, noise, etc. at least every 6 months according to a comprehensive monitoring and audit programme within the Defects Liability Period (as defined in Special Conditions).

Materials and
workmanship

- (h) Materials and workmanship for all finishes and features shall be maintenance-free, in compliance with all standards indicated herein or as may be required by the Government Representatives, and shall be compatible with the finishes and features of other integral or adjacent accommodation erected by the Purchaser in accordance with these Special Conditions.

Compliance

- (i) All works shall comply with all ordinances, regulations, standards, specifications, practice notes and codes relevant to all building works and public works contracts in Hong Kong including but not limited to those which are listed under the Annexes to this Technical Schedule.

(j) The submission of design details or the inspection of the construction works by the Government Representatives shall not relieve the Purchaser from his responsibility for satisfactory compliance with the above stipulations.

(k) The Purchaser shall conduct/arrange site inspections/meetings and testings before and upon substantial completion, prior to Handover, for Handover, and at the end of the Defects Liability Period (as defined in Special Conditions), for briefing(s) on specific electrical/mechanical and/or other installations, to be attended by government staff, all as required by the Government Representatives. The Purchaser shall not consider the Cross Boundary Coach Terminus be substantially completed without the prior approval from the Government Representatives.

Record
drawings

(l) No later than 8 weeks from the date of delivery of possession by the Purchaser, the Purchaser shall provide three complete sets or more if required of the following documents to the Government Representatives :-

(i) As-built/installed, scaled and dimensioned record drawings of building, plumbing and drainage plans (including CCTV drainage survey record and report and other details) and building services drawings (including all wiring diagrams and circuit diagrams down to component level) on 35 mm non-perforated microfilm mounted in translucent fiche aperture cards each 188 mm x 84 mm in size and with polyester pocket and tabulated data in the format approved by the Government Representatives;

(ii) Schedule of all proprietary materials, fixtures, fittings and appliances with name and contact telephone numbers of their suppliers/agents in Hong Kong;

(iii) Services installation certificate, including but not limited to fire certificate, Electrical Work Completion Certificate and surveyor's certificate for lifting appliances. All with validity dates beyond the end of the Defects Liability Period (as defined in Special Conditions);

(iv) The operation and maintenance manuals and test reports for all plant, equipment and other items as appropriate such as survey certificate(s) for lifts, lifting appliances with pressure vessels. All such manuals shall be bound into separate volumes for each type of Building Services and Electrical & Mechanical installation or equipment;

(v) Dyeline prints for all drawings as (i) above;

(vi) Two sets of CD-ROM computer disk for all drawings as (i) above. The format of drawings shall be approved by the Government Representatives;

- (vii) Digitised copies of the Control Drawings and as-built drawings of the layout of the Cross Boundary Coach Terminus in the format approved by the Government Representatives;
- (viii) Relevant design calculations for the road pavements, drainage and covers, etc.; and
- (ix) Any other records which are essential to facilitate further maintenance.

Spare materials
and parts

- (m) No later than 8 weeks from the commencement of the Defects Liability Period (as defined in Special Conditions) and before the date on which any part of the Cross Boundary Coach Terminus is handed over, the Purchaser shall provide the following spare materials and parts to the Government Representatives :-
 - (i) 100 nos. whole pieces or 5% whichever is greater each of the different type, colour and pattern of wall and floor tiles and paving slabs, etc. used.
 - (ii) Spares and special tools for 2-years operation and maintenance of all the E&M plant and equipment.
 - (iii) Other materials which are not readily available in the market, quantity to be advised.
 - (iv) 10% lighting fittings complete with control gear and lamps and 1 no. miniature circuit breaker for each rating.

Defects liability
and maintenance

- (n) The Purchaser shall without affecting the operation of the Cross Boundary Coach Terminus at his own expense provide free maintenance for all building works, fitting out works and building services installations within the Defects Liability Period (as defined in Special Conditions). The free maintenance shall include the routine maintenance of all structures, drainage elements, road slabs, plant and equipment, emergency repairs and 24-hour fault attendance. The free maintenance shall be in accordance with the General Specifications, Standards and Requirements listed in the Annexes to this Schedule.

A maintenance schedule shall be submitted to the Government Representatives for approval prior to the handover of the Cross Boundary Coach Terminus. Throughout the Defects Liability Period (as defined in Special Conditions) the Purchaser shall submit testing, inspection and maintenance records at quarterly intervals to the Government Representatives.

Net Floor Area

- (o) For the purpose of this Technical Schedule, the Net Floor Area shall be that area enclosed within the perimeter walls or boundaries of a room or space as measured between the finished or notional wall surfaces. The area of free-standing columns within the room or space shall be excluded.

Net Operational
Floor Area

- (p) For the purpose of this Technical Schedule the Net Operational Floor Area (N.O.F.A.) shall comprise the summation of all Net Floor Areas of the rooms/spaces within such part of the Government Accommodation as detailed in the Technical Schedule. This excludes all structures and partitions, circulation areas, staircases, staircase halls, lift landings, mechanical and electrical services such as lift and air-conditioning system.

Building
requirements

2. The Cross Boundary Coach Terminus shall be designed and constructed to the satisfaction of the Government Representatives to incorporate, inter alia, the following particular requirements :-

- (a) Building, highways, water supply, drainage, in accordance with the requirements listed under Annexes I and III to this Technical Schedule.

Signage

- (b) Traffic signs in both Chinese and English where deemed necessary in agreed materials, lettering and graphics.

Design for the elderly and
disabled

- (c) All parts of Cross Boundary Coach Terminus shall be easily accessed by the elderly and the disabled and in accordance with the latest edition and subsequent amendments of the "Design Manual : Barrier Free Access 1997". The design is to take into account safety aspects with slippery surfaces, sharp edges and corners avoided.

Environmental and
building services
requirements

3. The Cross Boundary Coach Terminus shall be designed and constructed to the satisfaction of the Government Representatives to incorporate, inter alia, the following building services requirements :-

- (a) The Purchaser shall submit full details of his proposals for the approval of the Director of Highways in respect of the lighting installation and for the approval of the Government Representatives in respect of other services prior to tender and shall submit sample of all materials to be used for approval by the same Authorities prior to placing of procurement orders.

- (b) All specifications, practice notes and codes of practice relevant to public works contracts in Hong Kong and in particular the specifications and standards listed in Annexe II & IV to this Technical Schedule shall be complied with.

- (c) All environmental and building services works shall be provided in accordance with the requirements as detailed in the Annexes to this Technical Schedule and as the situation may require, subject to the approval of the Government Representatives. The Purchaser shall employ at his own expense an independent environmental specialist to check and certify that environmental requirements as detailed in Annexe IV to this Technical Schedule have been incorporated in the design of the Cross Boundary Coach Terminus. The independent environmental specialist shall be such person, firm or company with suitable qualification, skill and experience as shall be agreed by the Government Representatives and shall in no way be associated with the design of the Government Accommodation.

- (d) Adequate and proper facilities for operation and maintenance of E&M plant, equipment and installations shall be provided. These include, inter alia, lifting beams or hooks for heavy equipments, access panels for concealed equipment or components requiring operation, adjustment, inspection or routine service, maintenance platforms for high level machines equipment or components, hydraulic trucks for handling air circuit breaker's, portable earthing set and rubber mats for cubicle switchboard etc. and any others as required by the Government Representatives. Lifting appliances including beam and hooks shall be surveyed by qualified surveyor in accordance with the Factories and Industrial Undertakings (Lifting Appliances) Regulations and certificates issued.
- (e) The potential environmental impacts on the Marine Police Operational Area within the lot and the Marine Police Regional Headquarters and Marine Harbour Division at the Sai Wan Ho piers shall be assessed and addressed by the Purchaser in the proposed design of the Cross Boundary Coach Terminus, and mitigation measures shall be incorporated as part of the design of the Cross Boundary Coach Terminus to the satisfaction of the Government Representatives.

LIST OF ANNEXES

- Annexe I General Specifications and Standards for Building and Highway Works
- Annexe II General Specifications and Standards for Environmental and Building Services Works
- Annexe III Particular Building, Highways, Water Supply and Drainage Requirements
- Annexe IV Particular Environmental and Building Services Requirements
- Annexe V Schedule of Accommodation, Finishes and Fittings for the Regulator Office, Passenger Waiting Area & Toilets
- Annexe VI Control Drawing

Annexe I

GENERAL SPECIFICATIONS AND STANDARDS FOR BUILDING AND HIGHWAY WORKS

Documents

1. The Purchaser shall comply with the latest edition and subsequent amendments of the following documents :-
 - (a) General Specification for Building, Architectural Services Department 1993;
 - (b) Architectural Services Department Standard Drawings as appropriate;
 - (c) Architectural Services Department Technical Instructions as appropriate;
 - (d) Design Manual : Barrier Free Access 1997;
 - (e) General Specification for Civil Engineering Works, 1992 Edition (Hong Kong Government);
 - (f) Highways Department Standard Drawings, relevant Road Notes, Guidance Notes on Pavement Design and Structures Design Manual for Highways and Railways as appropriate;
 - (g) Public Lighting Design Manual Highways Department 1996;
 - (h) Relevant volumes/chapters of Transport Planning & Design Manual of the Transport Department.
2. Whereas documents pertaining to Hong Kong statutory instruments are not included in the above list, the need for strict compliance with those instruments remains mandatory.

Annexe II

**GENERAL SPECIFICATIONS AND STANDARDS FOR ENVIRONMENTAL
AND BUILDING SERVICES WORKS**

Documents

1. The Purchaser shall comply with the latest edition and subsequent amendments of the following documents :-
 - (a) General Specification for Electrical Installations in Government Buildings of the Hong Kong Special Administrative Region;
 - (b) General Specification for Air Conditioning, Refrigeration, Ventilation and Central Monitoring and Control System Installation in Government Buildings, Hong Kong;
 - (c) General Specification for Fire Service Installation in Government Buildings, Hong Kong;
 - (d) General Specification for Lift, Escalator and Passenger Conveyor installation in Government Buildings, the Hong Kong Special Administrative Region;
 - (e) Testing and Commissioning Procedures issued by Building Services Branch of Arch S.D.;
 - (f) Electricity Ordinance;
 - (g) Air Pollution Control Ordinance;
 - (h) Noise Control Ordinance;
 - (i) Specification for Electrical Appliances - Electric Hand Dryer issued by the Electrical and Mechanical Services Department;
 - (j) Environmental Protection Department's Practice Note for Professional Persons : Control of Air Pollution in Semi-Confined Public Transport Interchanges (ProPECC PN 1/98 issued in March 1998).
 - (k) To achieve energy efficiency of the installation, the following code of practice and guidelines published by the Electrical and Mechanical Services Department shall be incorporated in the design and specification where appropriate and applicable :

Code of Practice for Energy Efficiency of Lighting Installations

Code of Practice for Energy Efficiency of Air Conditioning Installations

Code of Practice for Energy Efficiency of Lighting Installations

Code of Practice for Energy Efficiency of Lift and Escalator Installation
(2000)

Guidelines on Energy Efficiency of Lighting Installations

Guidelines on Energy Efficiency of Air Conditioning Installations

Guidelines on Energy Efficiency of Electrical Installations.

- (l) Public Lighting Design Manual issued by Lighting Division, Highways Department.
 - (m) Factories and Industrial Undertakings (Lifting Appliances) Regulations.
2. Documents listed in (a) to (m) above can be obtained from Government Publications Sales Centre at standard charges.
 3. Whereas documents pertaining to Hong Kong statutory instruments are not included in the above list the need for strict compliance with those instruments is mandatory.
 4. All building services installations having embedded systems shall be "date compliant" i.e. No value for current or future date/time will cause any interruption to operation which will affect the performance or functionality of all or part of the systems and/or equipment (including any supplied or supported embedded systems, hardware, software, firmware, microcode and programmes).

Annexe III

PARTICULAR BUILDING, HIGHWAYS, WATER SUPPLY
AND DRAINAGE REQUIREMENTS

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|-------------------------------|----|--|
| Cross Boundary Coach Terminus | 1. | The Cross Boundary Coach Terminus shall be constructed at ground level and shall comprise a minimum of 6 coach loading/unloading berths and 10 stacking spaces and ancillary facilities for coach operator(s). The minimum requirements are listed below :-

(a) (i) 6 loading/unloading coach berths of 12m x 3m;

(ii) 10 coach stacking spaces of 12 m x 3 m;

(iii) A regulator/ticketing office cum passenger waiting area and toilets of net operational floor area of 150 sq.m. Toilets including a male toilet, a female toilet and a toilet for the disabled. The regulator office is to be located with a full view of all the buses at the head of the departure bays.

(b) The requirements and detailed layout of the Cross Boundary Coach Terminus and the ingress and egress points will be subject to approval by the Commissioner for Transport.

(c) A comprehensive system of pedestrian footpaths with suitable pedestrian facilities and crossing points shall be provided to the satisfaction of the Commissioner for Transport.

(d) All parts of the Cross Boundary Coach Terminus shall be easily accessed by the elderly and the disabled persons and in accordance with the latest edition and subsequent amendments of the "Design Manual : Barrier Free Access 1997". |
| Levels and layout | 2. | The finished levels of all carriageways, platforms and footways shall be to the requirements of the Director of Highways and the general layout and configuration, access points and pedestrian circulation footways shall be to the satisfaction of the Commissioner for Transport. |
| Turning radius | 3. | The minimum vehicle wheel turning radius at entrances and exits shall be 12,000 mm internally and 15,000 mm externally. |
| Passenger platforms | 4. | Platforms shall be 150 mm above finished carriageway level and edged with precast concrete or cut granite kerbs. A cross fall of 3% should be maintained. |
| Coach | 5. | The design of the coach berths should allow 12 m long double deck coaches to stack, enter and exit the coach berths directly, safely and smoothly in forward gear. |
| Headroom | 6. | A minimum headroom clear of finishes, services and projections of 6.0 metres above and beyond 0.6 metre of all carriageways accessible to and able to be used by 12 m long coaches shall be provided. |

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| Horizontal clearance | 7. A horizontal clearance between, inter alia, column or traffic sign or railing or column guards or street furniture or pipe or ductwork and carriageway of minimum 500 mm shall be provide. |
| Carriageways | 8. Carriageway slabs shall be of the rigid type and shall be constructed to the specifications listed in Annexe I to this Technical Schedule and to the satisfaction of the Director of Highways. |
| | Where the carriageway is formed on the structural slab, a wearing slab of 200 mm thick minimum should be provided, such wearing slab shall be structurally separated from the structural slab with debonding material. All the street furniture shall be embedded in or rests on the wearing slab only but not the structural slab. |
| Platform, footways and kerbs | 9. A comprehensive system of pedestrian footways with suitable pedestrian crossing points shall be provided to the satisfaction of the Commissioner for Transport to facilities pedestrian circulation. Passenger platform, footways and kerbs shall be constructed to the specifications listed in Annexe I to this Technical Schedule. |
| Safety and protective measures | 10. Safety and protective measures such as queue railings, railing kerbs, wall and column guards shall be provided in accordance with standards prescribed by Highways Department. |
| Street furniture | 11. Street furniture shall be provided in accordance with standards prescribed by Highways Department. |
| Floor finish | 12. Non-slip floor finishes shall be provided throughout. |
| Wall finish | 13. Wall and column finishes shall be durable and maintenance-free self-finished metal claddings or glazed ceramic tiles. Others can be used only with prior written approval of the Government Representatives. |
| Meter | 14. Water supply and electricity supply for the Cross Boundary Coach Terminus shall be separately metered. Water supply and electricity supply for the ancillary facilities for each coach operator shall be separately metered. Water supply and electricity supply for the passenger facilities shall be separately metered. |
| Water supply | 15. The water supply shall include potable, flushing and fire services requirements deemed necessary by the Director of Architectural Services and as/or stipulated herein and be independent of all other supplies provided by the Purchaser under the Conditions and all tanks and associated pipework shall be located within the Cross Boundary Coach Terminus and accessible at all times to Government maintenance staff. |

The water supply pipes and fittings shall be in compliance with Hong Kong Water Authority's Regulations.

The water tank shall be provided with a lockable cover and be of a maintenance-free material such as glass fibre and shall be a non-toxic type approved for fresh water by the Government Representatives.

A water point for cleansing shall be provided in the main plant room for the mechanical ventilation system of the Cross Boundary Coach Terminus.

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| Drainage | 16. Drainage of the Cross Boundary Coach Terminus shall be designed and constructed in such manner with such materials and to such standards, levels and alignment as the Director of Highways, the Director of Drainage Services and the Director of Environmental Protection shall approve, including the provision and construction of gullies, drains, manholes and petrol interceptors. Where appropriate, the road drainage system shall be designed in accordance with Road Note 6 of the Highways Department. All drainage connections shall be in accordance with the requirements of the Buildings Ordinance. |
| Connections | 17. All connections such as run-ins, footways and services are to be included and approved by the Commissioner for Transport. |
| Natural lighting and ventilation | 18. Natural lighting and ventilation shall be provided wherever possible and shall be supplemented with or provided mechanically as required under Annexe IV to this Technical Schedule. |
| Lift, escalator and stair accessway | 19. Where the Cross Boundary Coach Terminus is served by public accesses from different levels, the Cross Boundary Coach Terminus shall be easily accessed by the elderly and the disabled persons and in accordance with the latest edition and subsequent amendments of the "Design Manual : Barrier Free Access 1997". The numbers and details of the lift(s), escalator(s) and/or stair accessway(s) shall be provided and maintained at the Purchaser 's own cost to the satisfaction of the Government Representatives. |
| Ancillary facilities for the coach operator(s) | 20. Ducts and connections for the provision of electricity supply, drainage, water supply and telephone lines to the ancillary facilities for the coach operator(s) including the regulator office, passenger waiting area and the toilets shall be provided to the satisfaction of the Commissioner for Transport and the relevant Government Representatives. |
| Roadside landscape | 21. Both soft and hard landscaping including street tree planting, unit paving and architectural finishes of the associated structures shall be provided to the satisfaction of the Director of Highways and the relevant Government Representatives. |

Annexe IV

PARTICULAR ENVIRONMENTAL AND
BUILDING SERVICES REQUIREMENTS

Environmental

1. (a) A comprehensive monitoring and audit programme for the Cross Boundary Coach Terminus shall be prepared and carried out by the Purchaser to the satisfaction of the relevant Government Representative. Periodic checking covering air quality, noise, etc. shall be conducted at least every 6 months and when required by the relevant Government Representatives within the Defects Liability Period (as defined in Special Conditions).
- (b) The disposal of construction and demolition waste shall be controlled by the Purchaser through a trip-ticket system to the satisfaction of the Director of Highways and the relevant Government Representatives.

Electricity

2. Separately metered electricity supply systems at 380 V, 3 phase, 4 wires, 50 Hz, if dedicated supply is available shall be provided as follows :-
 - (a) Terminus lighting.
 - (b) Terminus ventilation system.
 - (c) Fire Services installation/pumped drainage system if a separate system is provided, and plant/meter rooms and other general lighting and power (excluding terminus lighting in (a) above).
 - (d) General lighting and power for the ancillary facilities for the coach operator(s) including regulator office, passenger waiting area and toilets.

Plants and equipment for these installations shall be designed for 220V/380V.

The separately metered electricity supply system shall be designed in such a way that individual readings of electricity consumption can be recorded for separate electricity billing purposes.

3. The electricity meters and associated equipment for the installation should be contained in their own cubicle housed in a switch room. Subject to the approval of the power supply company, the meters and equipment may be installed in the main switch room provided they are physically separated from the main switchboard to facilitate maintenance.

Arrangement shall be made with the power supply companies for the charging of electricity fees using bulk tariff when this is more economical.

Lighting

4. The lighting design and construction shall comply with the Public Lighting Design Manual issued in March 1996 by Highways Department.

5. Lighting fixtures shall be provided and a maintained illuminance of 120 to 150 lux at ground level between 0600 hour and 0100 hour the next day shall be the design target. The proposed lighting shall not be obstructed by the parked coaches/buses. The Purchaser shall submit the lighting design for the comment and approval of the Director of Highways.
6. A time switch having a spring or battery reserve of not less than 24 hours which can reduce the illuminance to 1/3 of the above level shall be provided. The timing of the time switch can be altered if required to suit operational needs for serving the public in special circumstances.
7. Perimeter lights on the sides of the Cross Boundary Coach Terminus largely exposed to daylight which can be switched off during daytime by means of a time switch incorporating a solar compensating dial calibrated for Hong Kong's latitude and having a spring or battery reserve of not less than 24 hours shall be provided.
8. The lighting design for the Terminus shall utilise high bay luminaries with the colour rendering effect of the lighting fittings harmonizing with the adjacent external street lighting to the approval of the Director of Highways.
9. Lighting proposals with design calculations, technical data and type of luminaries used and the switching arrangements shall be submitted at sketch plan stage to the Director of Highways and his nominated works agent for approval and comment respectively.
10. The as-built lighting drawings submitted on completion of the works shall include circuit diagrams, wiring diagrams and site illuminance readings.
11. 10% of lighting fittings complete with control gear and lamps and 1 No. miniature circuit breaker for each rating shall be provided to the nominated works agent of the Director of Highways as initial spare.
12. Where a standby generator is to be installed and dedicated for use by the Cross Boundary Coach Terminus, at least 15% of the total luminaries shall be connected to the standby circuit. The highbay lighting fittings selected for operation under emergency shall be equipped with a 150 Watt tungsten halogen auxiliary lamp and with standby relay circuit. In the event of electricity supply failure, the auxiliary lamp shall be lit up until the SON lamp restrikes.
13. In case emergency generator cannot be provided for the Cross Boundary Coach Terminus, at least 15% of the total luminaries shall be connected to an uninterruptible power supply (UPS) system with minimum one hour back-up time. UPS system shall be installed within the bus terminus.
14. The selected positions of the emergency luminaries should give as much high uniformity as possible. Priority should be given to those near the exists.

The lighting design and construction shall comply with the Public Lighting Design Manual issued in March 1996 by Highways Department.

The Purchaser shall be responsible for the cost of providing an emergency generator which serves solely the terminus, such cost shall however exclude costs of maintenance, replacement and fuel.

Exist signs and emergency lighting for the terminus shall be designed and provided in accordance with the latest edition and subsequent amendments of the "Code of Practice for Minimum Fire Services Installations and Equipment" issued by the Fire Services Department and to the satisfaction of the Government Representatives.

All emergency luminaries inside plant rooms and switch rooms shall be of a self-maintained type even if they are already backed up by emergency generation.

Ventilation

15. Ventilation plant, extract ductwork and other necessary plant for the terminus shall be provided as a fully independent ventilation system, the whole of which shall be subject to the approval of the Director of Architectural Services and the Director of Electrical and Mechanical Services through the Director of Highways.
16. Operation of ventilation fans inside plant rooms and switch rooms shall be controlled automatically by room thermostat(s) In order to save electricity consumption, the ventilation plant shall be capable of operating in the following mode by means of time-switch :-
 - (a) full power running,
 - (b) 2/3 power running or zonal operation,
 - (c) stop operation,
 - (d) a remote indication and alarm panel for the operation status and alarm signals of ventilation system should be provided at the Regulator office.
17. The ventilation exhausts shall be located at positions so that emission therefrom would not cause any nuisance and air impacts exceeding the Hong Kong Air Quality Objectives (HKAQOs) on the nearby air sensitive receivers and passers-by. The design and operation of the mechanical ventilation system shall comply with Environmental Protection Department's Professional Persons Environmental Consultative Committee (ProPECC) Practice Note PN 1/98 - Control of Air Pollution in Semi-Confined Public Transport Interchanges. Air quality surveys shall be carried out by the Purchaser to ascertain the effectiveness of the ventilation system. In any cases, the mechanical ventilation rate shall not less than 15 air changes per hour.
18. The mechanical ventilation system shall comply with the Noise Control Ordinance.

19. Lifting appliance and permanent maintenance platform complete with hand railing, adequate lighting, ladder and safe access should be provided for future maintenance of the ventilation fans and cleaning of air exhaust system. The same provision shall be provided for services installed at high-level above the driveway to minimize interruption of the Cross Boundary Coach Terminus operation. If erection of permanent maintenance platform is not feasible and alternative portable hydraulic platform is provided subject to the approval of Government Representatives, permanent lockable storage space together with a power point on site shall also be provided.
20. The location and alignment of the ventilation ducts inside the Cross Boundary Coach Terminus shall be arranged in such a way that the minimum headroom and kerbside clearance requirements can be maintained.
21. The air quality inside the Cross Boundary Coach Terminus shall be kept within the following concentration limits :-

<u>Pollutant</u>	<u>Concentration</u>	<u>Averaging Time</u>
(a) Sulphur Dioxide	1000 ug/m ³ 800 ug/m ³	5 minutes 1 hour
(b) Nitrogen Dioxide	1800 ug/m ³ 300 ug/m ³	5 minutes 1 hour
(c) Carbon Monoxide	115,000 ug/m ³ 30,000 ug/m ³	5 minutes 1 hour

All limits are expressed as at reference conditions of 298K and 101.325 kPa.

Air-conditioning

22. (a) Air-conditioning shall be provided to areas as indicated in the Annexe V - Part 2 to this Technical Schedule.
- (b) Air-conditioning shall normally be provided by an independent central chilled water/DX system with space heating facilities installed by the Purchaser, segregated to serve the Government Accommodations only. The system for each accommodation/functional areas shall be separately metered and controlled.

The provision of air-conditioning by means of DX split system or room air coolers shall only be considered in the event of the Government Representatives being satisfied that the air-conditioning requirements cannot be practically met by the use of central chilled water/DX system. Under such circumstances, the model and make of the room air coolers shall be the same as those currently supplied by the Government Supplies Contracts and comply with the technical specification of electrical products (room air coolers) issued by the Electrical and Mechanical Services Department.

The DX split system or room air coolers shall have a one-year warranty against defects in materials and workmanship and with 5 years warranty for the compressor unit. Non ozone-depleting refrigerant shall be used in all air-conditioning plant with cooling capacity larger than 35 kW.

- (c) The air conditioning system shall be capable of meeting summer cooling and winter heating demands, based on the following design criteria, to achieve the room temperature and relative humidity objectives quoted below :-

<u>Summer design condition</u>			<u>Winter design condition</u>
Outside	33 °C db	66% RH	10 °C db 40% RH
Indoor	25.5 °C db	54% RH	20 °C db

Fresh air per person shall be at least 0.007 m³ per sec. All fresh air shall be pre-treated before being delivered to the air conditioning units or space.

Assumed population density is 7m² (air-conditioned floor area) per person for Office Areas if no occupancy information is specified in this Technical Schedule or provided by the Government Representatives.

- (d) The system shall be acoustically treated to achieve a noise level of NC 40 inside the air-conditioned area. Moreover, the noise level to noise sensitive receivers shall meet the current requirements of the Environmental Protection Department.
- (e) Air handling units and fresh air units shall be provided with minimum 50 mm thick washable aluminium pre-filter and 50 mm thick panel type fibre glass media filter. The fibre glass media filter shall have an average arrestance of not less than 80% when tested in accordance with ASHRAE 52-76. Filters, filter panels and filter housings shall be supplied by one proprietary filter manufacturer.

Reverberation time

23. The Cross Boundary Coach Terminus shall be designed and constructed in such a way that the reverberation time of the reverberation noise at 500 Hertz inside the Public Transport Terminus should not be more than 2 seconds.

Provision of fire services installations and equipment

24. The Purchaser shall at his own expense and to the satisfaction of the Director of Fire Services provide fire hydrants, fire fighting appliances, water pumping connections and such other fire service installations and equipment (as defined in the Fire Services Ordinance) as the Director of Fire Services in his sole discretion shall require within the Lot (or, subject to the prior written consent and approval of the Director on any adjacent or adjoining Government land) and/or within any building or buildings erected or to be erected thereon at such point or points as the Director of Fire Services may require. The Purchaser shall at his own expense maintains the said fire hydrants, fire fighting appliances, water pumping connections and such other fire service installations and equipment, if these installations and equipment are not solely serving the Cross Boundary Coach Terminus, in good condition and to the satisfaction of the Director of Fire Services. The provision of fire service equipment shall meet the Director of Fire Services' requirements and shall be adequate for the overnight parking of buses/coaches inside the Cross Boundary Coach Terminus.

An independent or repeating, if the fire service system for the Cross Boundary Coach Terminus is a sub-system of the main building's fire service system, fire alarm control and indicating panel serving solely the Cross Boundary Coach Terminus shall be provided at locations to be advised by the Government Representatives.

The power supply cables to all fire services pumps shall be fire resisting cables to BS 6387 Category AWW and the power supply cables to all fireman's lifts (if any) shall be fire resisting cables to BS 6387 Category CWZ.

All power supply cables to the emergency luminaries including all the final circuit cables shall be fire resisting cables to BS 6387 Category B except for wiring connecting self-contained emergency luminaries.

The Purchaser shall be responsible to pay the telephone rental and services charges for the direct link of the fire services system during the Defects Liability period.

Glass fronted lockable wooden cabinets with plastic laminate facing (950mm high x 650mm wide x 350mm deep) shall be provided to house portable fire fighting equipment. The exact number will depend on the amount of equipment required by Fire Services Department.

Escalators

25. The escalators (if any to be handed over to Government) shall be :-

- (a) inclined at 30° to the horizontal;
- (b) to operate at 0.75 metre per second slope speed;
- (c) to have a flat section of length two and a half steps at top and bottom of moving stairway.

The minimum clear distance from an obstruction facing an escalator landing to the moving treads shall be 4 000 mm.

Escalators shall have individual stop switches.

The escalator width shall be a minimum of 600 mm measured on the tread.

Lifts

26. In addition to Annex II to this Technical Schedule the lifts (if any to be handed over to Government) shall be designed in accordance with the following :-

- (a) Design Manual : Barrier Free Access 1997.
- (b) The relevant British Standard (BS 5655 : all parts).
- (c) Photo-cell at a height that it can be actuated by wheelchairs should be provided to initiate the re-opening of car and landing doors.

- (d) The lift and escalator shall be supplied and installed by a contractor from the List of Approved Suppliers of Materials and Specialist Contractors for Public works : Lifts and Escalators.

- Ancillary facilities for the coach operator(s)
27. Ducts and connections for the provision of electricity supply, drainage, water supply and telephone lines to the ancillary facilities for the coach operator(s) including the regulator/ticketing office, passenger waiting area and the toilets shall be provided to the satisfaction of the Commissioner for Transport and the relevant Government Representatives.

Annexe V - Part 1

SCHEDULE OF ACCOMMODATION, FINISHES AND FITTINGS
FOR THE REGULATOR OFFICE, PASSENGER WAITING AREA & TOILETS

Accommodation	Net Floor Operational Area m ²	(a) (b) (c)	Finishes Required Fittings Required Other Requirements
Regulator/Ticketing Office Cum Passenger Waiting Area	150 (including toilets)	(a)	<p>Floor : 2.5 mm thick vinyl tiles to BS 3260 fixed with an approved adhesive to a cement and sand screed, total minimum thickness 25 mm, with 75 mm high x 2 mm thick flexible PVC skirting.</p> <p>Walls : Anti-mould plastic emulsion paint on 15 mm thick internal plaster.</p> <p>Ceiling : White anti-mould plastic emulsion paint on 15 mm thick plaster type to the Government Representatives' approval.</p> <p>(b) Air-conditioner openings with glazed removable panel to be provided if a central air-conditioning system is not required by the Government Representatives; At least one long perimeter wall shall have windows which shall be on a 2 400 mm module or as approved by the Government Representatives; A minimum office depth from the window wall of 2 700 mm shall be assumed and floor tiles, ceiling tiles and lighting shall relate to a 300 mm x 300 mm secondary grid; Direct access shall be provided through double doors from the street; One notice board of 1 200 mm x 1 200 mm to be fixed on walls.</p>
Male Toilet	As appropriate	(a)	<p>Floor : Non-slip ceramic floor tiles cement and sand screed, total thickness 25-40 mm, with adequate falls to floor drain.</p> <p>Walls : 152 x 152 x 5.5 mm (minimum) light coloured glazed ceramic wall tiles full height.</p> <p>Ceiling : As for regulator office.</p> <p>(b) 3 Nos. WC with 3 Nos. lavatory basin, 3 Nos. urinal (for male toilet only), toilet roll holder and coat hook. Liquid soap dispenser and mirror above each lavatory basin.</p> <p>(c) Water stand pipe with sufficient water pressure shall be provided for cleansing purpose; Adequate floor drains with proper fall shall be provided.</p>

Female Toilet

As
appropriate

- (a) As for Male Toilet.
- (b) 5 Nos. WCs with 5 lavatory basins, toilet roll holder and coat hook. Liquid soap dispenser and mirror above each lavatory basin.
- (c) As for Male Toilet.

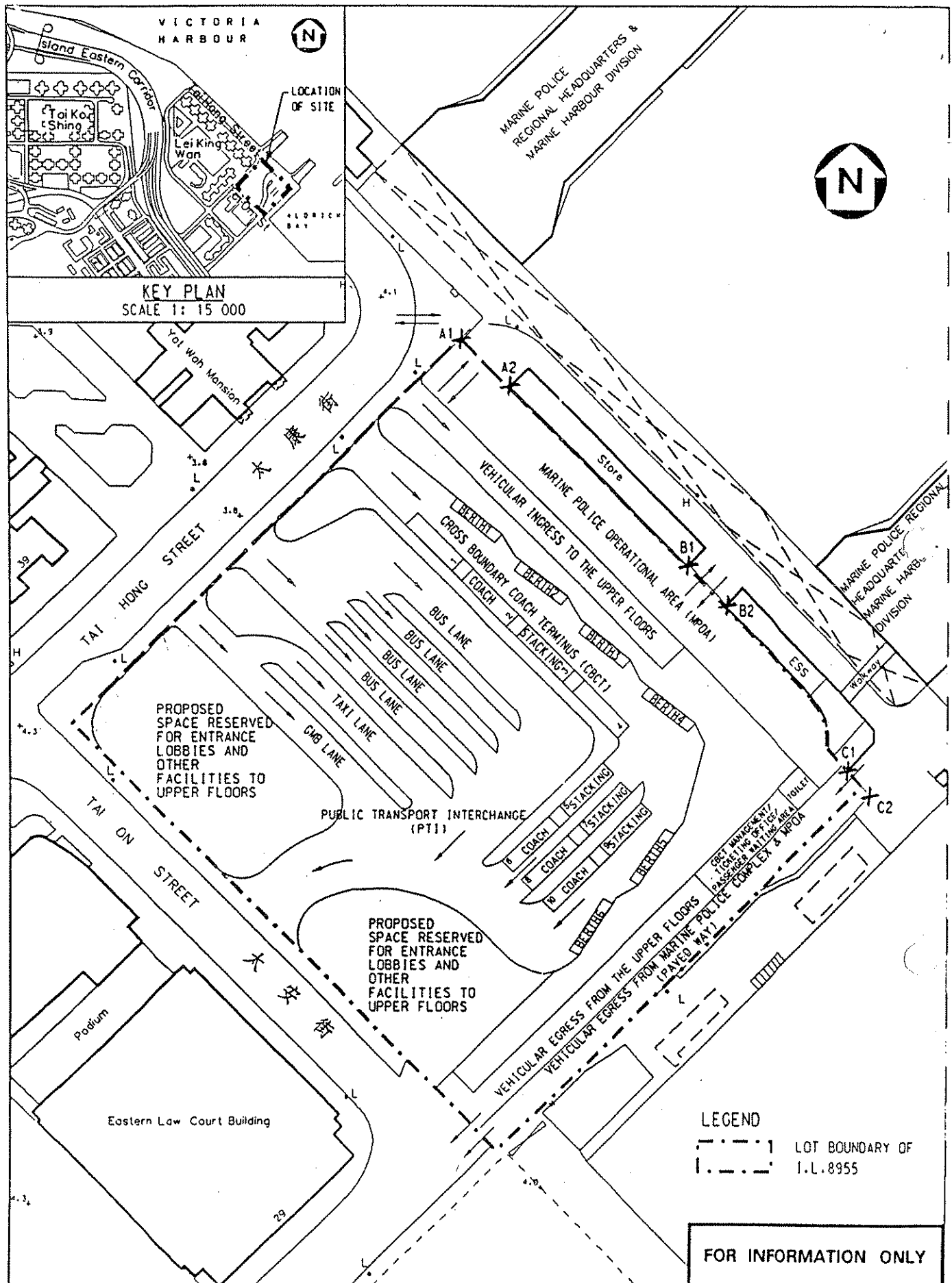
Toilet for Disabled

- (a) As for Male Toilet.
- (b) 1 No. WC with 1 No. lavatory basin for disabled, toilet roll holder and coat hook. Liquid soap dispenser and mirror above the lavatory basin.
- (c) As for Male Toilet.

Annexe V - Part 2

SCHEDULE OF ENVIRONMENTAL AND BUILDING SERVICES REQUIREMENTS
FOR THE REGULATOR OFFICE, PASSENGER WAITING AREA & TOILETS

Accommodation	Requirements
Regulator/Ticketing Office	(a) Lighting : General fluorescent type with parabolic-aluminium reflector.
	(b) Power : 1 No. 60A SP&N normal power supply with MCB switchboard and MCBs; 6 Nos. 13A socket outlet.
	(c) Air-conditioning : To be provided to the satisfaction of the Government Representatives.
	(d) Telephone : Six outlet points to be provided on walls or columns or as otherwise required by the Government 's Representative.
Passenger Waiting Area	(a) Lighting : Energy saving type with diffusers.
	(b) Power : 13 amp switch sockets at skirting level as appropriate.
	(c) Air-conditioning : To be provided to the satisfaction of the Government Representatives.
	(d) Public telephone : To be provided at locations where their use will not impede pedestrian circulation.
Toilets (Male, Female and Disabled)	(a) Lighting : Corrosion Resistant fluorescent fittings. A lighting level of 250 lux shall be achieved at floor level.
	(b) Mechanical ventilation : Mechanical extract fans and ventilation ducts as necessary.
	(c) Hand-dryer : 1 No. electric hand-dryer to be provided with fused spur box c/w an integral D.P. switch and pilot light for each toilet.
	(d) Emergency Call Bell : To be provided at Disabled Toilets.



ANNEXE VI

CONTROL DRAWING FOR INLAND LOT No. 8955

NOT TO SCALE

Technical Schedule
Marine Police Operational Area
Sai Wan Ho Ferry Concourse (IL 8955)
Sai Wan Ho, Hong Kong

**General
requirements**

1. The following general requirements shall be complied with to the satisfaction of the Director of Architectural Services (D. Arch. S.), the Commissioner of Police, the Commissioner for Transport, the Director of Highways, the Director of Civil Engineering, the Director of Fire Services, the Director of Drainage Services, the Director of Environmental Protection and the Director of Electrical and Mechanical Services (hereinafter collectively known as 'Government Representatives') :-
 - (a) The Marine Police Operational Area shall have a minimum Net Operational Floor Area of 1500 m². For security reasons, access to the Marine Police Operational Area must go through the existing Marine Police Regional Headquarters and Marine Harbour Division and the vehicular ingress and egress points shall be between the points A1 and A2, and the points B1 and B2 shown on the Control Drawing in Annexe V to this Technical Schedule. The Marine Police Operational Area shall be designed and constructed at ground level in compliance with the Special Conditions and this Technical Schedule, Control Drawing, and the Annexes hereto as a self-contained independent facility capable of being wholly managed and maintained by the Government independently, and shall comprise of:
 - (i) 71 parking bays or others approved by the Commissioner of Police and D. Arch. S. and the following is the breakdown in respect of size and combination of the 71 parking space.

Type	No.	Length	Width	Height	Turning Circle
Extra Large Van	26	7,200mm	2,200mm	2,800mm	15,000mm
Large Van	10	5,368mm	1,974mm	2,624mm	14,400mm
Large Saloon	33	4,895mm	1,795mm	1,420mm	10,000mm
Motor Cycle	2				

The design of the parking bays shall allow the above vehicles to stack, enter and exit the parking bays directly, safely and smoothly in forward gear, and also shall allow for use as vessel storage area if and when required by Marine Police.

- (ii) Two storage cages (stainless steel (grade 316 or better grade) wire mesh construction) each 3m x 2m and with a minimum height of 2m, with stainless steel (grade 316 or better grade) shelving and locking devices. The cages shall be located at eastern end of the Marine Police Operational Area.

- (b) The Marine Police Operational Area shall include, inter alia, all parking bays, carriageways, access roads, run-ins, footways, kerbs, safety and protective measures, street furniture, road markings, traffic signs, drainage, service mains, lighting, ventilation, switch room or cubicle, finishes and fittings including necessary associated and ancillary spaces, services, facilities and any other items deemed necessary by the Government Representatives within the lot, all of which shall be constructed in full accordance with the requirements of this Technical Schedule and the Annexes attached hereto.
- (c) The Paved Way (as defined in Special Conditions) shall have a clearance of 4.5m(wide) x 6.0m (high) to allow for large police vehicles and emergency vehicles to pass through and to travel to Tai On Street.

The egress points between the points C1 and C2 shown on the Control Drawing in Annexe V to this Technical Schedule from the Marine Police Regional Headquarters and Marine Harbour Division to the Paved Way (as defined in Special Conditions) may be spanned by vehicular gate.

Unrelated
facilities
and services

- (d) Facilities and services of any nature whatsoever which do not directly serve, relate to or pertain to the Marine Police Operational Area shall not be accommodated in or pass through or under the Marine Police Operational Area without prior written approval of the Government Representatives.
- (e) The Purchaser shall be responsible for the design, supervision, construction and maintenance within the Defects Liability Period (as defined in Special Conditions) of the Marine Police Operational Area in accordance with good practice generally and with the particular requirements of this Technical Schedule and to a standard at least as high as that achieved in comparable government built facilities in such a way that future maintenance costs are minimized.
- (f) Services requiring Government operation and maintenance shall not be located in private premises nor shall any access to the services be gained via private premises without prior written approval of Government Representatives.

Submissions

- (g) The Purchaser shall submit to the Government Representatives full detailed of his design proposals for approval at master plan, sketch plan and working drawing stages. Relevant design calculations for Building Services installations shall be submitted to the relevant Government Representatives. Samples of all proposed finishing materials and building services installations shall be submitted to the Government Representatives for approval prior to the placement of procurement orders.
- (h) The Purchaser shall submit to the D. Arch. S. the following reports or calculations which are described in details in Annexe IV to this Technical Schedule for record :

- Air quality calculations for verification of compliance with current requirements and Practice Note of the Environmental Protection Department; and
- Report on periodic checking covering air quality, noise etc. at least every 6 months according to a comprehensive monitoring and audit programme within the Defects Liability Period (as defined in Special Conditions).

(i) Approval of the submissions by the relevant Government Representatives shall be limited to standards of provision, safety and general principles of design. The Purchaser shall be responsible for the detailed design and shall ensure that such design complies fully with the requirements of this Technical Schedule and the specifications referred to therein.

Materials and
Workmanship

(j) Materials and workmanship for all finishes and features shall be maintenance-free, in compliance with all standards indicated herein or as may be required by the Government Representatives, and shall be compatible with the finishes and features of other integral or adjacent accommodation erected by the Purchaser in accordance with these Special Conditions.

Compliance

(k) All works shall comply with all statutory ordinances, regulations, standards, specifications, practice notes and codes relevant to all building works and public works contracts in Hong Kong including but not limited to those which are listed under the Annexes to this Technical Schedule.

(l) The submission of design details or the inspection of the construction works by the Government Representatives shall not relieve the Purchaser from his responsibility for satisfactory compliance with the above stipulations.

(m) The Purchaser shall conduct/arrange site inspections, meetings and testing before and upon substantial completion, prior to Handover, for Handover, and at the end of the Defects Liability Period (as defined in Special Conditions), for briefing(s) on specific electrical/mechanical and/or other installations, to be attended by government staff, all as required by the Government Representative. The Purchaser shall not consider the Marine Police Operational Area is substantially completed without the prior approval from the Government Representatives.

Record
Drawings

(n) No later than 8 weeks from the date of delivery of possession by the Purchaser, the Purchaser shall provide three complete sets or more if required of the following documents to the Government Representatives:

- (i) As-built/installed, scaled and dimensioned record drawings of building, plumbing and drainage plans (including CCTV drainage survey record and report and other details) and building services drawings (including all wiring diagrams and circuit diagrams down to component level) on 35 mm non-perforated microfilm mounted in translucent fiche aperture cards each 188 mm x 84 mm in size and with polyester pocket and tabulated data in the format approved by the D.Arch. S.;
- (ii) Schedule of all proprietary materials, fixtures, fittings and appliances with name and contact telephone numbers of their suppliers/agents in Hong Kong;
- (iii) Fire Service Installation Certificate;
- (iv) Operation, maintenance manuals and test reports for all plant, equipment and other items as appropriate. All such manuals shall be bound into separate volumes for each type of Building Services and Electrical & Mechanical installation or equipment;
- (v) Dyeline prints for all drawings as (i) above;
- (vi) Two sets of CD-ROM computer disk for all drawings as (i) above. The format of drawings shall be approved by the Government Representatives;
- (vii) Work Completion Certificate (WR1) signed by registered electrical worker and registered electrical contractor as required by the Electricity Ordinance; and
- (viii) Surveyor's Certificates for all lifting appliances.

Items (vii) & (viii) above shall with validity dates beyond the end of the Defects Liability Period (as defined in Special Conditions).

Spare materials
and parts

- (o) No later than 8 weeks from the commencement of the Defects Liability Period (as defined in the Special Conditions) and before the date on which any part of the Marine Police Operational Area is handed over, the Purchaser shall provide the following spare materials and parts :-
 - (i) 100 nos. whole pieces or 5% whichever is the greater each of the different type, colour and pattern of wall and floor tiles and paving slabs/tiles used.
 - (ii) Spares and special tools for 2-years operation and maintenance of all the E&M plant and equipment.
 - (iii) 10% of lighting fittings complete with control gear and lamps and 1 no. miniature circuit breaker for each rating as initial spare.
 - (iv) Other materials which are not readily available in the market, quantity to be advised by Government Representatives.

Defects liability
and maintenance

- (p) The Purchaser shall without affecting the operation of the Marine Police Operational Area at his own expense make good all defects and provide free maintenance for all building works and road works, fitting out works and building services installations within the Defects Liability Period (as defined in Special Conditions). The free maintenance shall include the routine maintenance and equipment, emergency repairs and 24-hour emergency attendance. The free maintenance shall be in accordance with the General Specifications, Standards and Requirements listed in the Annexes to this Schedule. A maintenance schedule shall be submitted to the Government Representatives for approval prior to the handover of the Marine Police Operational Area.

Throughout the Defects Liability Period (as defined in Special Conditions), the Purchaser shall submit testing, inspection and maintenance records at quarterly interval to the Government Representatives.

Net Floor Area

- (q) For the purpose of this Technical Schedule the Net Floor Area shall be that area enclosed within the perimeter walls or boundaries of a room or space as measured between the finished or notional wall surfaces. The area of free-standing columns within the room or space shall be excluded.

Net Operational Floor
Area

- (r) For the purpose of this Technical Schedule the Net Operational Floor Area (N.O.F.A.) shall comprise the summation of all Net Floor Areas of the rooms/spaces detailed in the Technical Schedule. This excludes all structure and partition, circulation areas, staircases, staircase halls, lift landings, mechanical and electrical services such as lift and air-conditioning systems.

Building
requirements

2. The Marine Police Operational Area shall be designed and constructed to the satisfaction of the Government Representatives to incorporate, inter alias, the following particular requirements :-

- (a) Building, highways, water supply, drainage, in accordance with the requirements listed under Annexes I and III to this Technical Schedule.

Signage

- (b) Traffic signs in both Chinese and English where deemed necessary in agreed materials, lettering and graphics.

Design for the elderly and
disabled

- (c) All parts of Marine Police Operational Area and 4.5 metre wide Paved Way shall be easily accessed by the elderly and the disabled and in accordance with the latest edition and subsequent amendments of the "Design Manual : Barrier Free Access 1997 issued by the Buildings Department". The design is to take into account safety aspects with slippery surfaces, sharp edges and corners avoided.

Environmental and
building services
requirements

3. The Marine Police Operational Area shall be designed and constructed to the satisfaction of the Government Representatives to incorporate, inter alia, the following building services requirements :-
 - (a) The Purchaser shall submit full details of his proposals for the approval of the Government Representatives as appropriate in respect of services prior to tender and shall submit sample of all materials to be used for approval by the same Authorities prior to placing of procurement orders.
 - (b) All specifications, practice notes and codes of practice relevant to public works contracts in Hong Kong and in particular the specifications and standards listed in the Annexes to this Technical Schedule shall be complied with.
 - (c) All environmental and building services works shall be provided in accordance with the requirements as detailed in the Annexes to this Technical Schedule and as the situation may require, subject to the approval of the Government Representatives.
 - (d) Adequate and proper facilities for operation and maintenance of E&M plant, equipment and installations shall be provided. These include, inter alias, lifting beams or hooks for heavy equipment, access panels for concealed equipment or components requiring operation, adjustment, inspection or routine service, maintenance platforms for high level machines equipment or components, hydraulic trucks for handling Air Circuit Breaker's, portable earthing set and rubber mats for cubicle switchboard etc. and any others as required by the Director of Electrical and Mechanical Services and other Government Representatives. Lifting appliances including beam and hooks shall be surveyed by qualified surveyor in accordance with the Factories and Industrial Undertakings (Lifting Appliances) Regulations and Certificates issued.

LIST OF ANNEXES

- Annexe I General Specifications and Standards for Building and Highway Works for Marine Police Operational Area
- Annexe II General Specifications and Standards for Environmental and Building Services Works for Marine Police Operational Area
- Annexe III Particular Building, Highways, Water Supply and Drainage Requirements for Marine Police Operational Area
- Annexe IV Particular Environmental and Building Services Requirements for Marine Police Operational Area
- Annexe V Control Drawing

Annexe I

GENERAL SPECIFICATIONS AND STANDARDS FOR BUILDING AND HIGHWAY WORKS FOR
MARINE POLICE OPERATIONAL AREA

Documents

1. The Purchaser shall comply with the latest edition and subsequent amendments of the following documents :-
 - (a) General Specification for Building, Architectural Services Department 1993;
 - (b) Architectural Services Department Standard Drawings as appropriate;
 - (c) Architectural Services Department Technical Instructions as appropriate;
 - (d) Design Manual : Barrier Free Access 1997;
 - (e) General Specification for Civil Engineering Works, 1992 Edition (Hong Kong Government);
 - (f) Highways Department Standard Drawings, relevant Road Notes, Guidance Notes on Pavement Design and Structures Design Manual for Highways and Railways as appropriate;
 - (g) Public Lighting Design Manual Highways Department 1996;
 - (h) Relevant volumes/chapters of Transport Planning & Design Manual of the Transport Department.
2. Whereas documents pertaining to Hong Kong statutory instruments are not included in the above list, the need for strict compliance with those instruments remains mandatory.

Annexe II

GENERAL SPECIFICATIONS AND STANDARDS FOR ENVIRONMENTAL
AND BUILDING SERVICES WORKS
FOR MARINE POLICE OPERATIONAL AREA

Documents

1. The Purchaser shall comply with the latest edition and subsequent amendments of the following documents :-
 - (a) "General Specification for Electrical Installation in Government Buildings of the Hong Kong Special Administrative Region" issued by the Building Services Branch, Arch. S.D.;
 - (b) "General Specification for Air Conditioning, Refrigeration, Ventilation and Central Monitoring and Control System Installation in Government Building, Hong Kong" issued by the Building Services Branch, Arch. S.D.;
 - (c) "General Specification for Fire Service Installation in Government Buildings, Hong Kong" issued by the Building Services Branch, Arch.S.D.;
 - (d) "General Specification for Lift, Escalator and Passenger Conveyor Installation in Government Buildings, Hong Kong" issued by the Building Services Branch, Arch. S.D.;
 - (e) ProPECC PN 2/96 – " Practice Note for Professional Persons : Control of Air Pollution in Car Parks" issued by the Environmental Protection Department;
 - (f) Building Services Branch Testing and Commissioning Procedures issued by Building Services Branch of Arch S.D.;
 - (g) Electricity Ordinance;
 - (h) Air Pollution Control Ordinance;
 - (i) Noise Control Ordinance;
 - (j) To achieve energy efficiency of the installation, the following code of practice and guidelines published by the Electrical and Mechanical Services Department shall be incorporated in the design and specification :
 - (i) Code of Practice for Energy Efficiency of Lighting Installations;
 - (ii) Code of Practice for Energy Efficiency of Air Conditioning Installations;
 - (iii) Code of Practice for Energy Efficiency of Electrical installations;

- (iv) Guidelines on Energy Efficiency of Lighting Installations;
 - (v) Guidelines on Energy Efficiency of Air Conditioning Installations; and
 - (vi) Guidelines on Energy Efficiency of Electrical Installations.
2. Documents listed in (a) to (j) above can be obtained from Government Publications Sales Centre at standard charges.
 3. Whereas documents pertaining to Hong Kong statutory instruments are not included in the above list the need for strict compliance with those instruments is mandatory.
 4. All Building Services installations having embedded systems shall be "date compliant", i.e. No value for current or future date/time will cause any interruption to operation which will affect the performance or functionality of all or part of the systems and/or equipment (including any supplied or supported embedded systems, hardware, software, firmware, microcode and programmes).

Annexe III

**PARTICULAR BUILDING, HIGHWAYS, WATER SUPPLY
AND DRAINAGE REQUIREMENTS
FOR MARINE POLICE OPERATIONAL AREA**

Marine Police Facilities

1. The Marine Police Operational Area shall have a minimum Net Operational Floor Area of 1500 m². For security reasons, access to the Marine Police Operational Area must go through the existing Marine Police Regional Headquarters and Marine Harbour Division and the vehicular ingress and egress points shall be between the points A1 and A2, and the points B1 and B2 shown on the Control Drawing in Annexe V to this Technical Schedule. The Marine Police Operational Area shall be designed and constructed at ground level in compliance with the Special Conditions and this Technical Schedule, Control Drawing, and the Annexes hereto as a self-contained independent facility capable of being wholly managed and maintained by the Government independently, and shall comprise of:
 - (i) 71 parking bays or others approved by the Commissioner of Police and D. Arch. S. and the breakdown in respect of size and combination of the 71 parking space is indicated in 1(a)(i) of the Technical Schedule.
 - (ii) Two storage cages (stainless steel (grade 316 or better grade) wire mesh construction) each 3m x 2m and with a minimum height of 2m, with stainless steel (grade 316 or better grade) shelving and locking devices. The cage shall be located at eastern end of the Marine Police Operational Area.

The requirements and detailed layout of the ingress and egress points will be subject to approval by the Commissioner of Police and the Government Representatives.

Levels and layout

2. The finished levels of all carriageways, platforms and footways and the general layout and configuration, access points and pedestrian circulation footways shall be to the requirements and satisfaction of the Government Representatives.

Turning radius

3. The minimum vehicle wheel turning radius at entrances and exits shall be 12 000 mm internally and 15 000 mm externally.

Headroom

4. Minimum headroom clears of finishes, services and projections of 6.0 metres shall be provided.

Horizontal clearance

5. A horizontal clearance between, inter alia, column or traffic sign or railing or column guards or street furniture or pipe or ductwork and carriageway of minimum 500 mm shall be provided.

Carriageways

6. Carriageway slabs shall be of the rigid type and shall be constructed to the specifications listed in Annexe I to this Technical Schedule and to the satisfaction of the Government Representatives.

Where the carriageway is formed on the structural slab, a wearing slab of 200mm thick minimum should be provided, such wearing slab shall be structurally separated from the structural slab with a layer of debonding material. All the street furniture shall be embedded in or rests on the wearing slab only but not the structural slab.

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| Safety and protective measures | 7. | Safety and protective measures such as kerbs, wall and column guards shall be provided to the satisfaction of the Government Representatives. |
| Street furniture | 8. | Street furniture shall be provided in accordance with standards prescribed by Highways Department. |
| Floor finish | 9. | Non-slip floor finishes shall be provided throughout. |
| Wall finish | 10. | Wall and column finishes shall be durable and maintenance-free self-finished metal claddings or glazed ceramic tiles. |
| Ceiling finish | 11. | Concrete ceilings and beams shall be plastered and finished in good quality anti-mould acrylic emulsion paint. |
| Meter | 12. | Water supply and electricity supply for the Marine Police Operational Area shall be separately metered. |
| Water supply | 13. | <p>The water supply shall include potable and fire service requirements deemed necessary by the Government Representatives and as/or stipulated herein and be independent of all other supplies provided by the Purchaser under the Conditions and all tanks and associated pipework shall be located within the Marine Police Operational Area and accessible at all times to Government maintenance staff.</p> <p>3 lockable water standpipes with sufficient water pressure shall be provided for cleansing purpose. Adequate floor drains with proper fall shall be provided.</p> <p>The water supply pipes and fittings shall be in compliance with Hong Kong Water Authority's Regulations.</p> <p>The water tank shall be provided with a lockable cover and be of a maintenance-free material such as glass fibre and shall be a non-toxic type for fresh water and approved by the Government Representatives.</p> <p>A water point for cleansing shall be provided in the main plant room for the mechanical ventilation system.</p> |
| Drainage | 14. | Drainage of the Marine Police Operational Area shall be designed and constructed in such manner with such materials and to such standards, levels and alignment as the Government Representatives shall approve, including the provision and construction of gullies, drains, manholes and petrol interceptors. Where appropriate, the road drainage system shall be designed in accordance with Road Note 6 of the Highways Department. All drainage connections shall be in accordance with the requirements of the Buildings Ordinance. |

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| Connections | 15. All connections such as run-ins, footways and services are to be included and approved by the Commissioner for Transport and the Government Representatives. |
| Natural lighting and ventilation | 16. Natural lighting and ventilation shall be provided wherever possible and shall be supplemented with or provided mechanically as required under Annexe IV to this Technical Schedule. |
| Design for the elderly and disabled | 17. The Marine Police Operational Area shall be easily accessed by the elderly and the disabled persons and in accordance with the latest edition and subsequent amendments of the Design Manual : Barrier Free Access 1997". The numbers and details of the lift(s), escalator(s) and /or stair accessway(s) shall be submitted to the Government Representatives. These installations shall be provided and maintained at the Purchaser's own cost to the satisfaction of the Government Representatives. |

Annexe IV

**PARTICULAR ENVIRONMENTAL AND
BUILDING SERVICES REQUIREMENTS FOR MARINE POLICE OPERATIONAL AREA**

Environmental

1. A comprehensive monitoring and audit programme on air quality, noise, etc. for the Marine Police Operational Area shall be prepared and carried out by the Purchaser to the satisfaction of the relevant Government Representative(s). Report on periodic checking covering air quality, noise, etc. shall be submitted at least every 6 months and when required by the relevant Government Representative(s) within the Defects Liability Period (as defined in Special Conditions).

Electricity

2. Electricity supply systems at 380V, 3-phase, 4-wires, 50 Hz separately metered for the Marine Police Operational Area shall be provided.
3. Power supply at 380V 3-phase for power tools and power equipment. 13A 220V sockets spread evenly with minimum 1 no. of socket within radical distance of 20m at any point of the Marine Police Operational Area and 3 x 13A, 3-phase, 380V sockets at a height of 1 metre above the finished floor level to be located near the storage cages. All sockets to be located 1 metre above the finished ground level. The layout and quantity of power points and sockets shall be submitted to the Government Representatives for approval.

The electricity meters and associated equipment for the installation should be contained in their own cubicle housed in the switch room of the Marine Police Operational Area. Subject to the approval of the Power Supply Company, the meters and equipment may be installed in the main switch room provided they are physically separated from the main switchboard to facilitate maintenance.

The power supply cables to all fire services pumps shall be fire resisting cable to BS 6387 Category AWW and the power supply cables to all fireman's lifts(if any) shall be fire resisting cable to BS 6387 Category CWZ.

All power supply cables to the emergency luminaries including all the final circuit cables shall be fire resisting cable to BS 6387 Category B except for the wiring connecting self-contained emergency luminaries.

Provision shall be allowed in the design of the electricity system for bulk tariff metering in case the power consumption so warrants.

Lighting

4. Artificial illumination by lighting fixtures shall be provided to achieve standard maintained illuminance of car parks as recommended by the latest edition of the "Code for Interior Lighting" and other relevant Lighting Guides issued by the Chartered Institution of Building Services Engineers (CIBSE).

5. A time switch having a spring or battery reserve of not less than 24 hours, which can reduce the illuminance to 1/3 of the above level, shall be provided. The timer switch shall be set at specified setting and shall be altered to suit operational need or special circumstances whenever necessary and upon request by the Government Representatives.
6. Perimeter lights on the sides of the Marine Police Operational Area largely exposed to daylight should be switched off during day-time by means of photo-electric controller(s) with a switch on value of 200 lux and an on-off ratio of 1:1.5.
7. The lighting design should take into effect the provision of lightwells, if any. In such case, a photocell can be incorporated to switch off the lights underneath it during a bright clear day.
8. The lighting design for the facilities shall utilise high bay luminaries with the colour rendering effect of the lighting fittings harmonizing with the adjacent external street lighting to the approval of the Government Representatives.
9. Lighting proposals with design calculations, technical data and type of luminaries used and the switching arrangements shall be submitted at sketch plan stage to the Government Representatives for comment and approval.
10. The as-built lighting drawings submitted on completion of the works shall include circuit diagrams, wiring diagrams and site illuminance readings.
11. Exit signs and emergency lighting for the Marine Police Operational Area shall be designed and provided in accordance with the latest edition of the "Codes of Practice for Minimum Fire Service Installations and Equipment" issued by the Fire Services Department and to the satisfaction of the Government Representatives.
12. Where an emergency generator is installed for the Marine Police Operational Area, at least 15% of the total luminaries shall be selected as emergency lighting and equipped with a 150 Watt tungsten halogen auxiliary lamp and standby relay circuit. In the event of electricity supply failure, the auxiliary lamp shall be lit up until the discharge lamp restrikes and resume normal operation.
13. In case no emergency generator is installed for the Marine Police Operational Area, secondary back-up power supply such as uninterruptible power supply (UPS) shall be provided to maintain normal emergency lighting operation to the satisfaction of the Fire Services Department and the Government Representatives.

In any cases, self-contained and maintained type emergency lighting with secondary battery, in addition to the emergency power supply backup, shall be provided to switch and plant rooms.

14. The selected positions of the emergency luminaries should give as much high uniformity as possible. Priority should be given to those near the exits.

Ventilation

15. Ventilation plant, extract ductwork and other necessary plant for the Marine Police Operational Area shall be provided as a fully independent ventilation system, the whole of which shall be subject to the approval of the Government Representatives.
16. Separate fresh air supply should be provided to areas that are occupied regularly such as lift lobbies, pay booths and car cleaning services bay if any. For the main car park area, care should be taken to ensure that fresh air is under positive pressure and is supplied without contamination of the vitiated air of the car park or the ventilation exhaust.
17. The ventilation exhausts shall be located at positions so that emission therefrom would not cause any nuisance to occupants in the building and air impacts exceeding the Hong Kong Air Quality Objectives (HKAQOs) on the nearby air sensitive receivers and passers-by. The design of the extract ductwork shall be such that vitiated air shall be discharged towards the adjoining road at approved locations through pollutant corrosion resistant ducts. If necessary, control equipment such as filters or scrubbing units should be used to minimize the pollution caused to the surroundings.
18. (a) To ensure the air quality guidelines as given in Clause 22 of this Annex IV and the latest edition of the "ProPECC PN 2/96 - Practice Note for Professional Persons : Control of Air Pollution in Car Parks" issued by the Environmental Protection Department can always be met, a monitoring and control system on the levels of CO in the Marine Police Operational Area should be provided and the levels of CO should be monitored continuously with the control of the ventilation system.

(b) The design and actual operational performance of the mechanical ventilation system for the Marine Police Operational Area shall satisfy the air quality guidelines as given in Clause 18(a) above and the ventilation rate shall equal or exceed the minimum rate of 15 air changes per hour under any circumstances. Sufficient standby ventilation units should be provided to meet the air quality guidelines during maintenance periods or in the event of the break down of the normal units.
19. The mechanical ventilation system shall comply with the Noise Control Ordinance.
20. Lifting appliance and permanent maintenance platform complete with hand railing, adequate lighting, ladder and safe access should be provided for future maintenance of the ventilation fans and cleaning of air exhaust system. The same provision shall be provided for services installed at high-level above the driveway to minimize interruption of Marine Police Operational Area's operation. If erection of permanent maintenance platform is not feasible and alternative portable hydraulic platform is provided subject to the approval of Government Representatives, permanent lockable storage space on site shall also be provided.
21. The location and alignment of the ventilation ducts inside the Marine Police Operational Area shall be arranged in such a way that the minimum headroom and kerbside clearance requirements can be maintained.

22. The air quality inside the Marine Police Operational Area shall be kept within the following concentration limits :-

Maximum Concentration

Air Pollutants	Averaging Time	Microgrammes Per Cubic Metre (ug/m3)	Parts Per Million (ppm)
(a) Carbon monoxide (CO)	5 minutes	115,000	100
(b) Nitrogen dioxide (NO2)	5 minutes	1,800	1

All limits are expressed as at reference conditions of 298K and 101.325 kPa.

- (c) The operation of mechanical ventilation system in plant rooms, except main switch room and lift machine rooms, shall be automatically controlled by room temperature thermostat with adjustable settings and manual override by-pass switch.

Acoustics

23. The Purchaser shall propose mitigation measures to minimize noise reverberation in the Marine Police Operational Area and incorporate these mitigation measures into the design. Due regard should be given to the acoustics for users in designing the Government Accommodation.

Provision of fire services installations and equipment

24. (a) The Purchaser shall at his own expense and to the satisfaction of the Director of Fire Services provide fire hydrants, sprinkler system, fire fighting appliances, water pumping connections and such other fire service installations and equipment (as defined in the Fire Services Ordinance) as the Director of Fire Services in his sole discretion shall require within the Marine Police Operational Area (or, subject to the prior written consent and approval of the Director on any adjacent or adjoining Government Land) and/or within any building or buildings erected or to be erected thereon at such point or points as the Director of Fire Services may require. The provision of fire service equipment shall be adequate for the overnight parking of vehicles and boats/vessels inside the Marine Police Operational Area.

The Purchaser shall at his own expense maintain the said fire hydrants, fire fighting appliances, water pumping connections and such other fire service installations and equipment, if these installations and equipment are not solely serving the Marine Police Operational Area, in good condition and to the satisfaction of the Director of Fire Services.

- (b) An independent or repeating, if the fire service system for Marine Police Operational Area is a sub-system of the main building's fire service system, fire alarm control and indicating panel serving solely the Marine Police Operational Area shall be provided at location to be advised by Government Representatives.
- (c) Glass fronted lockable wooden cabinets with plastic laminate facing (950 mm high x 650 mm wide x 350 mm deep) shall be provided to house portable fire fighting equipment. The exact number will depend on the amount of equipment required by the Director of Fire Services.

- (d) The Purchaser shall be responsible to pay the telephone rental and services charges for the direct link of the fire services system if provided during the Defects Liability Period (as defined in Special Conditions).

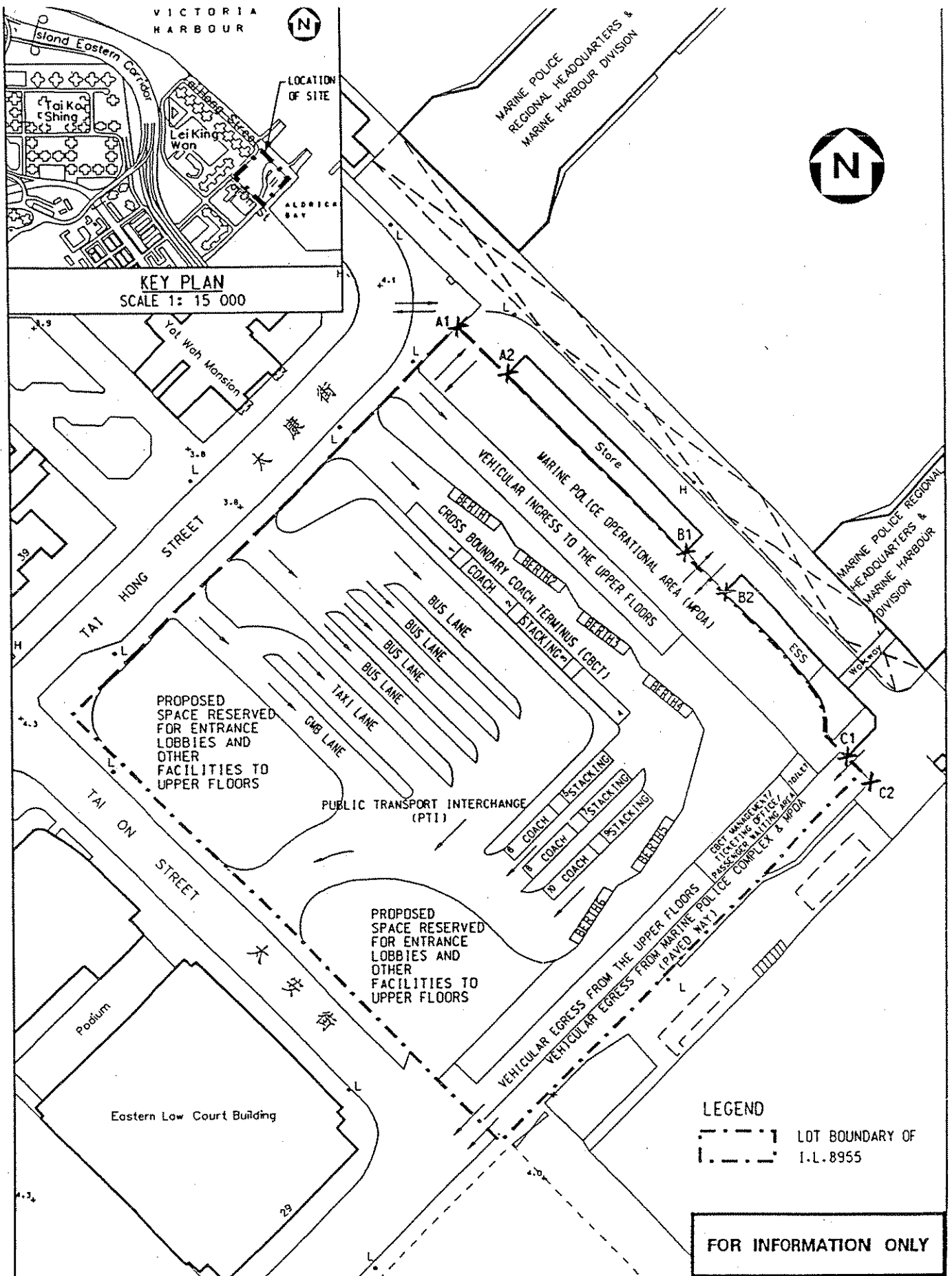
Escalators
(when provided)

25. The escalators shall be :-
- (a) Inclined at 30° to the horizontal;
 - (b) to operate at 0.75 metre per second slope speed;
 - (c) to have a flat section of length two and a half steps at top and bottom of moving stairway.
 - (d) The minimum clear distance from an obstruction facing an escalator landing to the moving treads shall be 4000 mm.
 - (e) Escalators shall have individual emergency stop switches.
 - (f) The escalator width shall be a minimum of 600 mm measured on the tread.

Lifts
(when provided)

26. In addition to Annexe II to this Technical Schedule, the lifts shall be designed in accordance with the following :-
- (a) Design Manual : Barrier Free Access 1997.
 - (b) The relevant British Standard (BS 5655 : all parts).
 - (c) Photocell at a height that wheelchairs can actuate it should be provided to initiate the re-opening of car and landing door.

The lifts and escalators if they are to be handed over to Government shall be supplied and installed by a contractor from the List of Approved Suppliers of Materials and Specialist Contractors for Public Works : Lifts and Escalators.



ANNEXE V

CONTROL DRAWING FOR INLAND LOT No.8955

NOT TO SCALE

PLAN SUFFIX TABLE

- Conference Plan
- Dimensioned Plan
- Plan I in Surrender and Regrant Case
- Plan II in Surrender and Regrant Case
- Lease Plan
- Proposal Plan or Circulation Plan
- Setting-out Plan and Dimensioned /
- Setting-out Plan
- Sale Plan
- Plan attached to the deed of surrender
- Variation Plan
- Exco Plan

Point	CO-ORDINATES DATA (ORIGIN 1980 DATUM)	
	N	E
X2	816314.387	841189.624
A	816245.303	841258.134
B	816235.621	841261.255
Y2	816228.447	841268.350
C	816187.851	841227.415
U	816157.573	841196.883
D	816240.263	841114.879
OAB	816237.386	841250.150

	SALE PLAN			
d Book	0084005 & 0115817			
Folder	HK5811			
Officer	CHEUNG H.K.			
Officer	YIP W.S.			
ate	Aug 2000			
a No.	HK5811			

[illegible]

SCALE 1 : 20000

SIDE	DISTANCE IN METRES	BEARING ° ' "	Pt.	CORNER MARKED BY
X2 A	97.295	135 14 20		
Chord A B	10.173	162 08 00		
B Y2	10.090	135 19 06		
Y2 C	57.651	225 14 20		
C U	43.000	225 14 20		
U D	116.457	315 14 20		
D X2	105.267	45 14 20		

CURVE DATA

Arc AB = 10.550m Radius = 11.244m $\Delta = 53^{\circ}47'35''$

x 3.9 SPOT LEVEL IN METRES
AS AT 07/04/2000



U V W } SPECIAL CONDITIONS REFER

131 V1 W3

 $\gamma \quad \gamma \quad \gamma$

54 54 34

2000 年 12 月 22 日

22 12 22

COLOURED PINK, PINK HATCHED BLACK AND PINK CROSS-HATCHED BLACK AREA 12 200 SQUARE METRES (ABOUT)

SCALE : : 1500

METRES 30 0 30 60 90 120 150 METRES

Survey Approved by

(KOO TAK MING)
District Land Surveyor
25 / 08 / 2000

District Survey Office, Hong Kong East
Lands Department

INLAND LO² No. 8955

File No. (19) in DLO/HE L/M 38/EHPA/87

Survey Sheet No. 11-SE-8A, 8B & 8C

Layout Plan No. S/H21/12

Reference Plan No.

PLAN No. HK5611-SP

Date : 25/08/2000

DISTRICT LANDS OFFICE
HONG KONG EAST

LANDS DEPARTMENT



Purchaser

District Lands Officer
Hong Kong East

Date _____

MEMORANDUM OF AGREEMENT

BETWEEN

YIELDWAY INTERNATIONAL LIMITED (溢匯國際有限公司)

of 6/F., World-Wide House, 19 Des Voeux Road Central, Hong Kong
(herein referred to as "the Purchaser") of the one part and the Chief Executive on behalf of the Government
of the Hong Kong Special Administrative Region of the other part *whereby it is Agreed* that the Purchaser's
tender for the lot described in the foregoing Tender Notice having been accepted at the premium hereunder
specified and the Purchaser having paid the sum specified in his tender as a deposit and in part payment of
the premium (the receipt of which is hereby acknowledged) hereby agrees to pay the balance of the said
premium and to become the Lessee of the said lot upon and subject to the foregoing Conditions and on his
part to perform and abide by the said Conditions.

Registry No.	Rent	Amount of premium at which purchased
Inland Lot No. 8955	As specified in General Condition No. 4	\$2,430,000.00

Dated this 4th day of January 20 01

Witness to the signature of the Purchaser :

YIP Ying Chee, John

H.K.I.D. Card No. [REDACTED]

Address 6/F., World-Wide House,
19 Des Voeux Road Central, Hong Kong

Signature of the Purchaser/Seal of the
Purchaser and authorized signature(s) :

Colin LAM Ko Yin & LEE King Yue
(DIRECTOR) (DIRECTOR)

Witness to the signature of
District Lands Officer, Hong Kong East :

Civil Servant,
Lands Department

For and on behalf of the Chief
Executive of the Hong Kong Special
Administrative Region :

District Lands Officer, Hong Kong East

James Hui

C/S NC 12589

Dated the 4th day of January 20⁰¹

AGREEMENT

AND

CONDITIONS OF SALE

of

Inland Lot No. 8955

Purchaser: YIELDWAY INTERNATIONAL LIMITED
溢匯國際有限公司

Rent : As specified in General Condition 4.

Term : Fifty years from the date of the
Memorandum of Agreement

Lands Department