



Open Tender No. 0001/IC-DOGAF/CP/2026
Operation and Management of the Macao Outdoor Performance Venue
Enquiry and Response

Enquiry 1

1.1: Parent Company as the Tenderer

Where a bidder entity participates in the Tender in the name of a Parent Company (i.e. Parent Company as the Tenderer), may the experience gained by its wholly owned or indirectly held subsidiaries in relevant operation and management projects be counted as equivalent to the Parent Company's experience for the Tender Assessment?

1.2: Subsidiary as the Tenderer

Where a bidder entity participates in the Tender in the name of a Subsidiary (i.e. Subsidiary as the Tenderer), may the relevant experience gained by its Parent Company (i.e. the holding company) in venue operation or event management be counted as equivalent to the Subsidiary's experience for the Tender Assessment?

1.3: Experience of Affiliated/ Related Companies under the Same Corporate Group

Where the Tenderer and other Affiliated/ Related Companies are under the same Corporate Group, may the relevant experience gained by its Affiliated/ Related Companies be counted for the Tender Assessment?

Response 1: No. According to Annex XI to the Terms of Tender, only experience that is gained in the name of the Tenderer itself or in the name of an Entity Member of the Consortium Tenderer, and that satisfies the requirements of the tender documents and the documentary proof requirements, may be counted. Where a parent company, subsidiary or affiliated / related company is not itself the Tenderer or an Entity Member of the Consortium Tenderer, its experience shall not be counted as equivalent to the Tenderer's experience. If such company is itself an Entity Member of the Consortium Tenderer, its experience shall be calculated in accordance with the weighted average method set out in Annex I.

Enquiry 2

Enquiry 2.1: Assessment Criterion E1 – Scope of Experience in Organising Large-Scale Performances (Note 10)

Note 10 of the Terms of Tender stipulates that "Relevant Experience" (Experience in Organising Large-Scale Performances may include "the planning, organising, co-organising, managing or coordinating of performance events and ticketing management...")

Must the Tenderer have experience in all of the above-mentioned functions, namely planning, organising, co-organising, managing or coordinating of performance events and ticketing management, in order to be regarded as having the relevant experience? Or would experience in any one of these functions be sufficient to be counted for experience scoring?



Response 2.1: According to paragraph (a) of Note 10 of Annex I to the Terms of Tender, relevant experience could be counted for experience scoring under the relevant assessment criterion if the Tenderer has performed any one of the relevant functions, including planning, organising, co-organising, managing or coordinating of performance events and ticketing management, etc.

Enquiry 2.2: Assessment Criterion E1 – Scoring Method Where Different Entity Members of the Same Consortium Tenderer Participating in the Same Project

Assume that, in the same large-scale project (Project X), Entity Member A of the Consortium Tenderer participated as the “Event Organiser”, while Entity Member B participated as the “ticketing agent”.

For the purpose of experience scoring, may Entity Member A and Entity Member B each rely on Project X as experience and obtain separate scores accordingly (for example, 1 point for each Entity Member)? Or may that project only be counted once, with the Consortium Tenderer required to designate one Entity Member to represent Consortium Tenderer for scoring purposes?

Response 2.2: According to paragraph (c) of Note 10 of Annex I to the Terms of Tender, where different Entity Members of the Consortium Tender have participated in the same project before, each such Entity Member may rely on that project as relevant experience. However, the number of projects is to be calculated on a weighted average basis, namely by reference to the respective shareholding percentage of each Entity Member in the Consortium Tenderer.

Enquiry 2.3: Assessment Criterion E2 — Calculation of Site Area for “Other Types of Events” (Note 11)

Note 11 of Terms of Tender stipulates that “Other Types of Events refers to events with a site area of not less than 10,000 square metres...”

Does the calculation of such 10,000 square metres refer to:

- (1) the total site area of the entire event venue/facility; or
- (2) the internal area of the venue where the event was actually held?

Illustrative Scenario:

Taking the “Galaxy International Convention Center” as an example, the total area of the entire facility is 40,000 square metres, whereas the official venue area of the “Galaxy Arena” is only 3,250 square metres. In practice, although the event is held inside the Arena, some facilities of the Convention Center are also used, including the ticketing office and banquet hall (for queueing areas or merchandise sales).

May such an event held under this scenario be regarded as meeting the requirement of “a site area of not less than 10,000 square metres” and therefore be taken into account for E2 experience scoring?

Response 2.3: According to paragraph (a) of Note 11 of Annex I to the Terms of Tender, the 10,000-square-metre site area requirement for “Other Types of Events” shall be assessed based on the actual site area used for the relevant event (including the area where the event is actually held, ticketing offices, queueing and admission check areas, merchandise sales areas, food and



beverage sales areas, washrooms and other related areas). Relevant supporting documents evidencing such actual use of the site area shall also be provided.

Enquiry 2.4: Assessment Criterion E3 — Venue with Audience Size Requirement (Note 12)

Paragraphs (a) to (i) of Note 12 of Terms of Tender do not expressly stipulate any requirement on venue size or audience size. The scoring criteria are mainly based on the Number of Operation and Management Days. However, paragraph (j), which sets out the scoring method, refers to “Relevant Experience in venue operation and management with an audience size of 10,000 persons or more”.

For Assessment Criterion E3, is only relevant experience in operating and managing venues with an audience size of 10,000 persons or more counted?

If the Tenderer has relevant experience in operating and managing venues with an audience size of less than 10,000 persons, will such experience not be counted at all?

Or does the scoring method under paragraph (j) apply to relevant experience in operating and managing venues with an audience size of 10,000 persons or more, while experience relating to venues with a smaller audience size is assessed under other scoring criteria? If so, what are those criteria?

Response 2.4: According to paragraph (j) of Note 12 of Annex I to the Terms of Tender, the relevant experience on venue operation and management to be counted under Assessment Criterion E3 must be experience in the operation and management of venues with an audience size of 10,000 persons or more.

Enquiry 3

Enquiry 3.1: Assessment Criterion E1 – Counting of Experience in Organising Large-scale Performances (Note 10)

Note 10 of Terms of Tender stipulates that “Large-Scale Performances refer to performance events with an average audience size of not less than 10,000 persons per event day.”

Assuming a large-scale performance event meets the above attendance threshold and runs for six (6) event days, with attendance on each event day being not less than 10,000, should such event be counted as one (1) count of experience for the purpose of scoring the Tenderer’s experience? Or should it be counted separately as six (6) counts of experience based on the number of event days?

Response 3.1: Note 10 of Annex I to the Terms of Tender stipulates that Assessment Criterion E1 is scored based on the number of events. Therefore, the above enquiry example should be counted as one (1) count of experience.

Enquiry 3.2: Assessment Criterion E2 — Counting of Experience in Organising Other Types of Events (Note 11)

Note 11 of the Terms of Tender stipulates that “Other Types of Events refer to “events other than performances with a site area of not less than 10,000 square metres.”



澳門特別行政區政府
Governo da Região Administrativa Especial de Macau
文化局
Instituto Cultural

Similarly, where an “other type of event” meets the above venue area threshold and is held over 6 event days, with the venue area on each event day being not less than 10,000 square metres, should such event be counted as one (1) count of experience? Or should it be counted separately as six (6) counts by event day?

Response 3.2: Note 11 of Annex I to the Terms of Tender stipulates that Assessment Criterion E2 is scored based on the number of events. Therefore, the above enquiry example should be counted as one (1) count of experience.

Enquiry 4

For all identification documents required to be submitted in according with the Terms of Tender (including Annexes III-1, III-2 and III-3), is the Tenderer required to submit only photocopies, or are certified true copies required? Are there any specific restrictions or requirements regarding the types of identification documents?

Response 4: According to Clause 9.1.5 of the Terms of Tender, the Tenderer must submit the photocopy of the identification document of the legal representative or the authorised representative of the Individual Tenderer or Consortium Tenderer.

Enquiry 5

For the proofs of eligibility and statutory documents of each Entity Member required to be submitted under the Terms of Tender (Annex III-3), is the Tenderer required to submit photocopies or original documents?

Response 5: According to Clause 3.3.1 of the Terms of Tender, all members of the Consortium Tenderer must submit qualification proofs and statutory documents, and such documents, whether originals or photocopies, will be accepted.

Enquiry 6

Where a document is issued by an overseas public authority (including those under Clause 9.1.2 of the Terms of Tender), is any authentication procedure required? For example, shall documents issued by overseas, Chinese Mainland or Hong Kong entities be apostilled or notarised as international authentication?

Response 6: Where a document is issued by an overseas public authority, only a photocopy of the relevant document is required to be submitted, and no authentication formalities are required.

Enquiry 7

Annexes IV and VI to the Terms of Tender require the submission of “personal details of the legal representative, together with supporting documents”. Does this refer to the identification document of the legal representative? If so, should a photocopy or a certified true copy be submitted?



Response 7: According to Clause 9.1.5 of the Terms of Tender, the Tenderer must submit the photocopy of the identification document of the legal representative or the authorised representative of the Individual Tenderer or Consortium Tenderer.

Enquiry 8

According to Clause 3.3.5 of the Terms of Tender, the Entity Members of the Consortium Tenderer must appoint one common representative as legal representative to act on behalf of the Consortium Tenderer in respect of all acts within the scope of the Open Tender procedure. How should a Consortium Tenderer authorise a lawyer to attend the tender opening procedure as its authorised representative? In this regard, should the authorisation be granted by the common representative or by all Entity Members of the Consortium Tenderer? Are there any formal requirements for the relevant authorisation document?

Response 8: According to Clause 3.3.5 of the Terms of Tender, the Entity Members of the Consortium Tenderer must appoint one Common Representative as legal representative to act on behalf of the Consortium Tenderer in respect of all acts within the scope of the Open Tender procedure. Accordingly, unless any specific restriction is imposed on the authorisation granted to the Common Representative, the Common Representative may directly represent the Consortium Tenderer in attending the Tender Opening Meeting. If the Consortium Tenderer intends to appoint a lawyer to attend the Tender Opening Meeting, an authorisation document expressly conferring on that lawyer the authority to attend the meeting and carry out the relevant acts shall be submitted. The Entity Members of the Consortium Tenderer or their legal representatives may make reference to the Authorisation Letter in Annex III-2 to the Terms of Tender to prepare the relevant authorisation document.

Enquiry 9

Clauses 3.5 and 12.1.6 of the Terms of Tender stipulate that competing Tendering Entities must not have the same shareholders. Does this include all direct and indirect shareholders?

Response 9: According to Clause 3.5 and 12.1.6 of the Terms of Tender, where a Tenderer submits a Tender that may distort normal conditions of competition, in particular where the concerned entities have the same shareholders and/ or members of the management body, the Tender concerned will be rejected.

Enquiry 10

In the template of declaration in Annex IV regarding waiving the jurisdiction of courts outside Macao SAR, Remark 1 requires the name and address of the Consortium Tenderer to be specified. Apart from each Entity Member with its head office outside Macao signing a separate declaration form, is the Consortium Tenderer itself also required to sign a separate declaration form? If so, is the declaration form required to be notarised and executed by way of an authenticated instrument with the authentication clause included on the declaration form?

Response 10: According to Remark 1 in Annex IV to the Terms of Tender, if the Consortium



Tenderer has multiple Entity Members with head offices outside Macao, each of them shall sign this declaration individually. Additionally, according to Remark 3, the declaration must, in accordance with Clause 9.1.4 of the Terms of Tender, be made by way of an authenticated instrument, that is, the Tenderer must, before a notary public, confirm that it understands the contents of this declaration and that this declaration expresses its intention, following which the notary public shall draw up an authentication clause on this declaration.

Enquiry 11

Clause 9.1.5 of the Terms of Tender requires the Consortium Tenderer to submit the identification document of the legal representative or the authorised representative. Does the “legal representative or the authorised representative” refer to the common representative of the Consortium Tenderer, or refer to the legal representative of each Entity Member?

Reponse11: According to Clause 9.1.5 and Remarks 1 and 2 in Annex III-2 to the Terms of Tender, the Tenderer must submit the identification document of the common representative of the Consortium Tenderer (i.e. the legal representative of the Consortium Tenderer) and the legal representatives of each Entity Member.

Enquiry 12

Clause 9.1.7.2 of the Terms of Tender requires the submission of personal details of the duly authorised legal representative of each Entity Member (e.g. member of the management body/director). What specific information is required to be included?

Response 12: According to Clause 9.1.7.2, the personal details of the duly authorised legal representative of each Entity Member (e.g. member of the management body/director) shall include at least the full name, the entity to which such person belongs, the position held, and the relevant information evidencing representative or management authority.

Enquiry 13

Clause 9.1.7.7 of the Terms of Tender requires the management accounts or unaudited accounts to be signed by the sole proprietor, partners and members of the management body, or be certified and signed/by an independent accountant / supported by a written confirmation issued by such accountant. Where an Entity Member of the Consortium Tenderer is a limited company or an incorporated company, does the “partners” in this context refer to all shareholders of the company?

Response 13: No. Where the relevant Entity Member of the Consortium Tenderer is a limited company or an incorporated company, its management accounts or unaudited accounts shall be signed by duly authorised legal representative, or be certified and signed by an independent accountant / supported by a written confirmation issued by such independent accountant.



Enquiry 14

The Terms of Tender requires document submission of financial accounts prepared by accountant. Where an overseas accountant is appointed, is it required to provide the accountant's license, practising certificate or qualification documents in the relevant jurisdiction?

Response 14: Yes. Where documents of financial accounts are prepared, certified, signed for confirmation or accompanied by a written confirmation by an overseas accountant, the Tenderer shall also submit the relevant supporting documents sufficient to evidence that such accountant is legally qualified to practise (for example, practising licence, registration certificate, professional qualification certificate or other similar documents).

Enquiry 15

Clause 9.2.6 of the Terms of Tender requires the Tenderer to submit a list of past projects operated and managed in the Tenderer's name, together with relevant supporting documents, signed by the Tenderer or its legal representative. Where the relevant experience belongs to an Entity Member of the Consortium Tenderer, shall this list of "Relevant Experience" still be signed by the common representative of the Consortium Tenderer?

Response 15: Yes. According to Clause 9.2.6 of the Terms of Tender, the "Relevant Experience" in a list of past projects operated and managed in the Tenderer's name shall be prepared in the form of Annex XI and shall be signed by the Tenderer or its legal representative. Where the Tender is submitted by a Consortium Tenderer, the relevant experience items of each Entity Member meeting the requirements, together with the supporting documents, shall be set out in the form. Such form of Annex XI shall be prepared and submitted as a whole in the name of the Consortium Tenderer and shall be signed by the common representative of the Consortium Tenderer at the bottom of the form.

Enquiry 16

The Terms of Tender requires submission of supporting documents including contracts, agreements, confirmation of Award of the Contract, etc. Where such supporting documents contain trade secrets or commercially sensitive information, is it permissible to redact confidential information in such documents (including the identity of the contractual counterparty, contract amount, etc.)?

Response 16: With respect to the submission of supporting documents including contracts, agreements, confirmation of Award of the Contract, etc., where such documents contain information constituting trade secrets under the Commercial Code or other applicable laws and regulations, the Tenderer may make appropriate redactions to such information.



Enquiry 17

For the Chinese or Portuguese translation documents required under Clauses 9.1.8 and 9.2.9 of the Terms of Tender, must they be accompanied by a translation certification in accordance with Article 182 and the following clauses of the Macao Notarial Code?

Response 17: No translation certification is required.

Enquiry 18

With respect to the Binding Event Proposal under Clause 9.2.2 of the Terms of Tender, where the Operating Entity organises multiple events on the same day, can these be counted as more than one event?

Example 1: A concert is held in Macao Outdoor Performance Venue (“the Venue”), together with booths selling related merchandise, drinks and light refreshments on the same day.

Example 2: A concert and a carnival are held in the Venue on the same day.

Response 18: With respect to the Binding Event Proposal, where the Operating Entity organises multiple events on the same day and such events each fall within one of the categories defined in Note 1 and Note 2 of Annex I to the Terms of Tender (namely, large-scale events or mega events), each qualifying event may be counted separately and is not limited to being counted as only one event on the same date. However, any event that does not fulfill the definition of large-scale event and mega event in Note 1 and Note 2 shall not be counted for scoring purposes.

Example 1: If a concert is held at the Outdoor Performance Venue and that concert satisfies the definition of a large-scale event under Note 1 or a mega event under Note 2, it may be counted as one event. However, the concurrent setting up of booths selling related merchandise, drinks and light refreshments on site does not satisfy the definition of a large-scale event or mega event under Note 1 and Note 2, and therefore shall not be counted as an event.

Example 2: If a concert and a carnival are held separately at the same time at the Outdoor Performance Venue, and both of the concert and the carnival individually satisfies the definition of a large-scale event under Note 1 or a Mega Event under Note 2, they may be counted separately as two events in total.

Enquiry 19

With respect to the Binding Free Public Event Proposal under Clause 9.2.3 of the Terms of Tender, shall the relevant free public events be self-financed and organised or executed solely by the Operating Entity?

Response 19: Yes.



Enquiry 20

With respect to the days of free use of the Venue provided to the Cultural Affairs Bureau (CAB) under Remark 2 of Clause 15.3.2.2 of the Terms of Tender, shall the specific dates of free use be proposed by the Operating Entity to CAB, or determined solely by CAB? How many days in advance shall the relevant dates be confirmed? Where any of the 70 free use days requested by CAB conflict with event dates arranged by the Operating Entity, will CAB prioritise the event scheduled by the Operating Entity?

Response 20: According to Clause 3.8.4 and 3.8.5 of the Tender Requirements b. Technical Conditions, the specific dates and arrangements for the free-use days shall be determined through negotiation between CAB and the Operating Entity. Where CAB intends to hold an event at the Venue during a specified period or on a specified date, it shall notify the Operating Entity at least one hundred and twenty (120) days in advance. When the Venue is vacant or no event is being held, the Government shall have the right of priority use of the Venue, with the specific dates and arrangements for the free-use days to be determined through negotiation between CAB and the Operating Entity. For the purpose of enhancing transparency of scheduling and facilitating the negotiation, the Operating Entity shall include a clear schedule of confirmed and potential events and those under negotiation in the next eighteen (18) months in the Quarterly Operation Reports and Annual Operational and Financial Reports. CAB will give priority to events already planned and confirmed by the Operating Entity.

Enquiry 21

With respect to “the days of free use of the Venue provided to CAB (70 days)” in Remark 2 of Clause 15.3.2.2 of the Terms of Tender, do these days of free use include any pre-event preparatory or post-event working days, such as venue set-up, construction, testing, rehearsal, dismantling and cleaning ?

Response 21: Yes.

Enquiry 22

According to paragraph (e) of Note 10 of Annex I to the Terms of Tender, does the document evidence referred to as evidence for the substantiation of the experience include those listed in “Annex XI Relevant Experience”? For example, event poster, venue tenancy agreement, cooperation agreements with performers, intellectual property licensing authorisation letters related to characters, musical works or other event content, and cooperation agreements with other Event Organisers.

Response 22: Yes.



Enquiry 23

According to Clause 3.3.1 of the Terms of Tender, all Entity Members of a Consortium Tenderer are required to submit qualification proofs and statutory documents, with “Certificate of No Tax Violations and Tax Arrears” as one of the required documents. Where an Entity Member is a company registered in Hong Kong and the Chinese Mainland, does this requirement relate to the company’s tax position in its place of registration, or to its tax position in relation to the Macao Government?

Response 23: Where the relevant Entity Member is not registered in the Macao SAR, the relevant supporting document shall be issued by the competent government authority or public authority in the place of registration of that company.

Enquiry 24

With respect to the “Certificate of No Tax Violations and Tax Arrears” required under Clause 3.3.1 of the Terms of Tender, will it be acceptable for the company registered in Chinese Mainland to submit a “Tax Compliance Certificate” instead?

Response 24: Yes.

Enquiry 25

With respect to the “Certificate of No Tax Violations and Tax Arrears” required under Clause 3.3.1 of the Terms of Tender, Hong Kong-registered companies do not have such a certificate. Will it be acceptable to submit a reply letter issued by Hong Kong Inland Revenue Department instead?

Response 25: Yes.

Enquiry 26

The Terms of Tender requires the submission of the identification documents of a qualified signatory of the Tenderer, and the signature must match the one on identification documents. Where the signatory is a Hong Kong or Chinese Mainland resident whose identity card does not contain a specimen signature, will it be acceptable to submit only the signatory’s passport issued in his/her place of residence and sign in accordance with the signature specimen shown on the passport?

Response 26: Where the relevant identification document is not issued by the Macao SAR, an identification document bearing a specimen signature and issued by the public authorities of the relevant place must be submitted.



Enquiry 27

Clause 9.1.4 of the Terms of Tender requires the submission of a declaration waiving the jurisdiction of courts outside Macao SAR over all matters relating to this Open Tender. With reference to the content and remarks of the declaration form in Annex IV to the Terms of Tender, the “Tenderer” field is required to state the “name and address of the Consortium Tenderer”. Does such “name and address” refer to the names and addresses of all Entity Members of the Consortium Tenderer (including companies registered in Macao), or the name and address of the Operating Company that will be established upon Award of the Contract?

Response 27: According to Remark 1 of Annex IV to the Terms of Tender, if the Consortium Tenderer has multiple Entity Members with head offices outside Macao, this declaration must be signed separately by each of them.

Enquiry 28

Clause 9.1.7.4 of the Terms of Tender requires the submission of “consolidated financial statements” with items (a) to (d). Where the Tender is submitted by a Consortium Tenderer, shall each Entity Member submit its own financial statements, or require the financial statements of all Entity Members to be combined and submitted as a single set of consolidated financial statements?

Response 28: According to Clause 9.1.7.4 of the Terms of Tender, the “consolidated financial statements” shall be submitted separately by each Entity Member of the Consortium Tenderer in the form of its own financial statements and related documents that meet the requirements of the tender documents.

Enquiry 29

According to Clauses 9.2.1 to 9.2.7 of the Terms of Tender, the relevant documents and proposals are required to be signed by the “Tenderer or its legal representative”. Where the Tender is submitted by a Consortium Tenderer and a common representative has been duly appointed, does the signatory refer to the common representative? Where any such document or proposal comprises more than one page, is the signatory required to initial each page, or is it sufficient to sign only the last page of each document or proposal?

Response 29: According to Clause 7.2 of the Terms of Tender, the Tender must be signed by the Tenderer or its legal representative. Where the Tender is submitted by a Consortium Tenderer and a common representative has been duly authorised, the documents under Clauses 9.2.1 to 9.2.7 may be signed by the common representative. To ensure that the Tender submitted is complete and has not been altered without authorisation, each page of the Tender shall be initialled.



Enquiry 30

With respect to Clauses 10.3 and 10.4 of the Terms of Tender, “Name of the Tenderer” is one of the required particulars to be stated on the cover of the envelopes marked “Documents”, “Tender” and “Large Envelope”. Where the Tender is submitted by a Consortium Tenderer, should the name of only one Entity Member be stated, or should the names of all Entity Members be stated?

Response 30: Where the Tender is submitted by a Consortium Tenderer, the name of the Tenderer shall be the names of all Entity Members of the Consortium Tenderer.

Enquiry 31

With respect to Note 1 and Note 2 of Annex I to the Terms of Tender, how is the number of a “single event” counted, and what criteria apply to such counting?

Scenario 1: Taking a concert as an example, where the same performer and the same event name / content are held for 3 consecutive or non-consecutive days, should this be counted as 3 events?

Scenario 2: Taking a concert as an example, where different performers but the same event name for 3 consecutive or non-consecutive days, should this be counted as 3 events?

Response 31: According to Note 1 and Note 2 of Annex I to the Terms of Tender, scoring under this criterion is based on the number of events. Any activity held by the same Event Organiser within the same consecutive event period, shall be counted as one (1) event / project, regardless of whether the name and performers are the same.

Enquiry 32

According to paragraph (c) of Note 12 of Annex I to the Terms of Tender, “Operation and management means that the Tenderer, as the operator of the venue, is responsible for the daily operation, equipment maintenance, security, cleaning and overall management of the venue which is open for the use by the public or the industry.”

Where the Tenderer participates in the Tender in the name of a company, should only experience gained under its own company name as the operator of the venue be regarded as eligible experience in venue operation and management?

Response 32: Yes.

Enquiry 33

According to paragraph (c) of Note 12 of Annex I to the Terms of Tender: “Operation and management means that the Tenderer, as the operator of the venue, is responsible for the daily operation, equipment maintenance, security, cleaning and overall management of the venue which is open for the use by the public or the industry.”

Where the Tenderer, acted as an Event Organiser, rented and used a venue for more than one



month and carried out venue management work during the event period, may such experience be regarded as eligible experience in venue operation and management?

Response 33: No. According to Note 12 of Annex I to the Terms of Tender, the “experience in venue operation and management” under Assessment Criterion E3 shall be limited to experience gained by the Tenderer as the operator of the venue.

Enquiry 34

According to paragraph (e) of Note 12 of Annex I to the Terms of Tender, “Where the Tenderer participates in the Tender as a Consortium Tenderer, the Tenderer’s Relevant Experience shall be weighted average of each entity member of the Consortium Tenderer based on their respective shareholding percentage in the Consortium Tender and periods of Relevant Experience.”

Where an Entity Member has a shareholding percentage of less than 30%, may its relevant experience be included in the calculation of the number of experience days of the Consortium Tenderer?

Response 34: Yes.

Enquiry 35

According to paragraph (j) of Note 12 of Annex I to the Terms of Tender, “The Relevant Experience in venue operation and management with an audience size of 10,000 persons or more would be marked as follows: the passing mark for Assessment Criterion E3 is 1 mark, and a Tender with a mark below the passing mark under Assessment Criterion E3 will not be considered further.”

May the personal work experiences of the employees, members of the management body and shareholders of the Tenderer be regarded as eligible experience of the Tenderer in venue operation and management?

Response 35: No. According to paragraph (c) of Note 12 of Annex I to the Terms of Tender, “operation and management” means that the Tenderer, as the operator of the venue, is responsible for the daily operation, equipment maintenance, security, cleaning and overall management of the venue which is open for the use by the public or the industry.

Enquiry 36

According to Clause 3.8.4 of the Tender Requirements b. Technical Conditions, “The Operating Entity shall provide CAB with a total of seventy (70) days of free use of the Venue each year, for the holding of charity events by CAB or the Government.”

Shall other costs incurred during the relevant free-use period by CAB, such as security costs, labour costs, cleaning costs and transport arrangement costs, be borne by CAB?

Response 36: For the seventy (70) free use days provided to the Government each year, all costs and expenses required for the daily operation of the Venue, including but not limited to



the appointment of consultants and employees, procurement of materials, equipment and insurance, repair and maintenance of facilities, as well as daily utilities, cleaning and security costs, shall be borne by the Operating Entity. However, any additional expenses arising from the holding of events by CAB or the Government during the free use period, including but not limited to utilities, cleaning, security, transport arrangements, bonus shift remuneration, and other additional expenses, shall be borne by CAB or the Government.

Enquiry 37: Counting of Relevant Experience of Individual Tenderer and Entity Member of Consortium Tenderer

Enquiry 37.1: Counting of Parent / Subsidiary Company Experience

Where the Individual Tenderer (or the Entity Member of the Consortium Tenderer) is a wholly owned subsidiary (namely Subsidiary Company A) of its parent company (namely Parent Company X in Chinese Mainland), may the relevant experience in venue operation or event organisation of the parent company (Parent Company X) be counted as equivalent to the experience of the Tenderer (Subsidiary Company A) ?

Response 37.1: No. According to Annex XI to the Terms of Tender, only experience that is gained in the name of the Tenderer itself or in the name of an Entity Member of the Consortium Tenderer, and that satisfies the requirements of the tender documents and the documentary proof requirements, may be counted. Where a parent company, subsidiary or affiliated / related company is not itself the Tenderer or an Entity Member of the Consortium Tenderer, its experience shall not be counted as equivalent to the Tenderer's experience. If such company is itself an Entity Member of the Consortium Tenderer, its experience shall be calculated in accordance with the weighted average method set out in Annex I.

Enquiry 37.2: Counting of Relevant Experience Following Company Merger/ Restructuring

If the Tenderer Company A is established through the merger or the restructuring of Company X (with venue operation experience) and Company Y (with event organisation experience), may the past experience of those two shareholding companies (Company X and Y) be counted as equivalent to the experience of the Tenderer (Company A)?

Response 37.2: Where Company A participates in this Tender as an Individual Tenderer, the past experience of its parent companies (namely Company X and Company Y) shall not be counted as the experience of Company A.

Where Company A is one of the Entity Members of a Consortium Tenderer, the past experience of its parent companies (namely Company X and Company Y) shall likewise not be counted as the experience of Company A.

Enquiry 38: Requirement for Consortium Tenderer on Registration in Macao

Where a Consortium Tenderer is composed of five Entity Members (Company A, B, C, D and E), is at least one Entity Member required to be a company registered in Macao. Or must all Entity Members be companies registered in Macao?



Response 38: According to Clauses 3.2 and 3.3.3 of the Terms of Tender, at least one (1) Entity Member of the Tenderer Group must be a commercial entity which has completed business registration with the Financial Services Bureau or the Commerce and Movable Property Registry of the Macao Special Administrative Region Government, with its registered office and business address in Macao SAR, and engaged in venue operation and management and other related business activities.

Enquiry 39: Conditions of Commercial and Charging Elements for Free Public Events

Enquiry 39.1: For event days that are open to the public free of charge (such as carnivals, arts fairs, fairs and other free-entry events), is the Operating Entity permitted to carry out commercial activities on site (such as charging food stall rental, sponsor booth fees, selling merchandise, or operating paid game booths)?

Response 39.1: Yes. On a free public event day, the Operating Entity may set up commercial elements on site that are ancillary to the event, such as food and beverage stalls, merchandise sales, sponsor booths or individual paid items. However, the core programme or the main participatory content must be genuinely free of charge.

Enquiry 39.2: Where an event includes paid stalls or sales activities, does the event still fulfil the definition of a “free public event day”? Or must it be entirely free of charge without any commercial activities?

Response 39.2: The presence of paid stalls or merchandise sales does not necessarily deprive an event of its nature as a “free public event”. The key considerations are whether the public may enter free of charge and whether the main substantive content of the event can be participated in or viewed without payment. Where only normal content /entry is free of charge, but the main event or experience still requires payment, it shall not be regarded as a free public event.

Enquiry 40: Interdepartmental Coordination Mechanism and Liability of Transportation Costs

Enquiry 40.1: For traffic management associated with large-scale events, will CAB or the Macao SAR Government establish any interdepartmental coordination mechanism (for example, with the Transport Bureau or the Public Security Police Force)? Or will the Operating Entity be required to coordinate directly with the relevant authorities on its own?

Response 40.1: According to Clauses 3.4.1, 3.4.4 and 3.5.2 of the Tender Requirements b. Technical Conditions, the Operating Entity shall prepare and submit to the Transport Bureau or other Public Authorities a complete and feasible transport proposal that includes information on shuttle buses, and timetable of Light Rapid Transit services and routes within forty-five (45) days before the event. Additionally, the Operating Entity shall coordinate the bus frequency with CAB and the Transport Bureau and shall comply strictly with the traffic control and evacuation measures of the Public Security Police Force and the Transport Bureau.

Enquiry 40.2: Which party shall bear the costs arising from the relevant transport arrangements (such as shuttle bus service)? Will the Government provide any transport subsidy or policy



support?

Response 40.2: According to Clause 3.4.8 of the Tender Requirements b. Technical Conditions, all transportation costs related to the event, including but not limited to shuttle bus service, Light Rapid Transit service coordination, road signage installation and remuneration of staff, shall be borne by the Operating Entity.

Enquiry 41: Security, Police and Fire Services Costs and Triggering Conditions for Self-borne Costs

The tender documents stipulate that the costs of police force and fire services will be borne by CAB for the first year, provided that the Operating Entity will fully comply with all provisions of the Tender Requirements. What are the specific criteria or breach conditions that would trigger the Operating Entity's obligation to bear such police and fire services costs at its own expense?

Response 41: According to Clauses 3.3.12 and 3.3.13 of the Tender Requirements b. Technical Conditions, the bonus shift remuneration for the first year (from the Contract Commencement Date) for the Public Security Police Force and the Fire Services Bureau will be borne by CAB, provided that the Operating Entity will fully comply with all provisions of the Tender Requirements.

Enquiry 42: Operation and Cost Details of the 70 Free Use Days Provided to the Government

Enquiry 42.1: Do the 70 free use days include set-up and dismantling periods? Will the Government reserve/ block out specific dates in advance (for example, by the end of the preceding year)? Where the Government seeks to reserve peak periods (such as New Year's Eve or Golden Week) at short notice, does the Operating Entity have any mechanism to negotiate with the Government or any right of refusal?

Response 42.1: According to Clauses 3.8.4 and 3.8.5 of the Tender Requirements b. Technical Conditions, the specific dates and arrangements for the free-use days shall be determined through negotiation between CAB and the Operating Entity. Where CAB intends to hold an event at the Venue during a specified period or on a specified date, it shall notify the Operating Entity at least one hundred and twenty (120) days in advance. The seventy (70) free use days of the Venue include set-up and dismantling periods.

When the Venue is vacant or no event is being held, the Government has the right of first refusal to rent the Venue, with the specific dates and arrangements to be determined through negotiation between CAB and the Operating Entity. For the purpose of enhancing the transparency of scheduling and facilitating the negotiation, the Operating Entity shall include a clear schedule of confirmed and potential events and those under negotiation in the next eighteen (18) months in the Quarterly Operation Reports and Annual Operational and Financial Reports. CAB will give priority to events that the Operating Entity has planned and confirmed.

Enquiry 42.2: During the free use period by the Government, which party shall bear the costs of utilities, cleaning, security and insurance? Apart from the venue rental being free of charge,



澳門特別行政區政府
Governo da Região Administrativa Especial de Macau
文化局
Instituto Cultural

shall other ancillary services provided by the Operating Entity to the Government be charged at market rates?

Response 42.2: For the seventy (70) free use days provided to the Government each year, all costs and expenses required for the daily operation of the Venue, including but not limited to the appointment of consultants and employees, procurement of materials, equipment and insurance, repair and maintenance of facilities, as well as daily utilities, cleaning and security costs, shall be borne by the Operating Entity. However, any additional expenses arising from the holding of events by CAB or the Government during the free use period, including but not limited to utilities, cleaning, security, transport arrangements, bonus shift remuneration, and other additional expenses, shall be borne by CAB or the Government.

Enquiry 42.3: Where the Government uses fewer than 70 free use days in a given year, shall the unused days be carried forward for use in the following year?

Response 42.3: The unused free use days shall not be carried forward to the following operating year.

Enquiry 43: Assessment Criteria: Double Counting/ Overlap Between A1 and A2

Where an event falls within Assessment Criterion A2 as a mega event (with an audience size of not less than 20,000 persons), may the Tenderer also concurrently obtain a score under Assessment Criterion A1 as a large-scale event in respect of that same event?

For example, where a concert has an audience size of 30,000 persons, shall it be counted under both A1 and A2, or only under A2?

Response 43: No. According to paragraph (a) of Note 1 and Note 2 of Annex I to the Terms of Tender, the scope of Assessment Criteria A1 and A2 does not overlap. A1 “Large-scale Events” refers to events with an audience size of not less than 10,000 persons but less than 20,000 persons per session, while A2 “Mega Events” refers events with an audience size of not less than 20,000 persons per session. Accordingly, the same event cannot be counted under both A1 and A2. In the enquiry example, a concert with an audience size of 30,000 persons falls within A2 “Mega Event” and shall be counted under A2 only, but not under A1 “Large-scale Event”.

Enquiry 44: Mandatory Operational Targets and Passing Marks

Please confirm whether the number of proposed events set out in the Terms of Tender (for example, 6 large-scale events per year on average in Years 1-2, and 12 large-scale events per year in Years 3-5) are mandatory operational targets and minimum scoring thresholds, such that no score will be awarded if the event numbers are not met.

Response 44: According to paragraph (c) of Note 1 of Annex I to the Terms of Tender, the passing marks for Assessment Criteria A1-1 and A1-2 are both 1 mark. (i.e. at minimum, an average of 4 to 6 large-scale events per year in Years 1-2 of the Fixed Tenancy Period, and an average of 6 to 9 large-scale events per year in Years 3-5 of the Fixed Tenancy Period, etc.). A Tender that scores below the passing mark under Assessment Criteria A1-1 and A1-2 will not be considered further.



In addition, all event proposals proposed by the Tenderer under Assessment Criterion A (including A1 to A5) are binding proposals. During the operating period, where the Operating Entity fails to perform its obligations to the minimum commitment in the Tender, relevant fines shall be imposed based on Clause 16.1.8 in the Tender Requirements a. General Conditions.

Enquiry 45: Operating Costs and Facility Upgrade Expenses

For pro-innovation proposals and facility upgrades proposed in tender submission (such as toilets, seating, power facilities, and other hardware improvements), shall the related construction and maintenance costs be borne solely by the Tenderer / Operating Entity? Or will CAB provide corresponding subsidies?

Response 45: According to paragraph (a) (I) of Note 9 of Annex I to the Terms of Tender, the Tenderer may propose to CAB any facility upgrades or additions required for the operation of the Venue in Annex X. Where such proposal is reviewed and approved by CAB and written agreement is reached on the scope, standards and budget of the works, the construction costs may be borne by CAB. Any works for which CAB has not confirmed in writing its agreement to bear the costs shall be regarded as items to be borne by the Successful Tenderer at its own expense. Additionally, according to Clause 2.2.8 of the Tender Requirements b. Technical Conditions, the Operating Entity shall bear the repair and maintenance costs of all facilities within the Venue.

Enquiry 46: Exemption Mechanism for Counting of Event Day Due to Force Majeure or Market Factors

Enquiry 46.1: Force Majeure:

If an event is cancelled or postponed due to force majeure, such as adverse weather conditions (e.g. typhoons), will the relevant day still count as an “event day” and trigger the calculation of Additional Event Day Rental Sharing?

Response 46.1: According to Clause 17 of the Tender Requirements a. General Conditions, force majeure must be proven by the Operating Entity through documentary evidence or other means of proof accepted by law, and submitted to CAB within fifteen (15) days from the date on which it became aware of the relevant circumstance. Only after confirmation by CAB may the corresponding liability be exempted. Dates on which the event is not actually held will not be counted into event days, and will not trigger the calculation of Additional Event Day Rental Sharing.

Enquiry 46.2: Market Adjustment Mechanism:

Where changes in market conditions prevent the Tenderer from achieving the committed binding number of large-scale / mega events, is there any mechanism for exemption, reduction, or substitution by other events of equivalent scale?

Response 46.2: According to Clause 8.3.1 of the Tender Requirements a. General Conditions, where the Operating Entity intends to amend the Binding Event Proposal, the Binding Free Public Event Proposal, or the Binding Venue Operation Proposal included in the Tender, it shall



submit the proposed amendments and the reasons therefor to CAB at least two (2) months in advance. No amendment or change may be made without the consent of CAB. Additionally, according to Clause 16.1.8 of the Tender Requirements a. General Conditions, where the Operating Entity is in breach of Clause 3.1 of the Tender Requirements – b. Technical Conditions by failing to perform its obligations to the minimum commitment in the Tender, such fines shall be imposed. Force majeure circumstances shall be handled in accordance with Clause 17 of the Tender Requirements a. General Conditions.

Enquiry 47: Termination due to Public Interest and Calculation of Compensation

Enquiry 47.1: The definition of public interest:

What are the specific criteria under which CAB may unilaterally terminate the Contract in consideration of public interest without compensation?

Response 47.1: According to Clause 19.3 of the Tender Requirements a. General Conditions, CAB may, within the scope of its powers and statutory duties, make a reasoned decision having regard to specific public needs, subject to compliance with the principles of legality, proportionality, fairness and good faith.

Enquiry 47.2: Calculation of compensation and loss of profits:

— Where the Contract is terminated due to reasons attributable to the Operating Entity, apart from forfeiture of the Contract Deposit, is there any clear method of calculation or cap for the Operating Entity's liability for "loss of profits"?

Response 47.2: According to Clause 19.5 of the Tender Requirements a. General Conditions, where the Contract is terminated for the reasons mentioned in Clause 19.2, the Contract Deposit provided by the Operating Entity will be forfeited, and it will not have the right to claim any compensation. The Operating Entity shall be liable for all losses and loss of profits suffered by Macao SAR. The specific amount shall be determined in accordance with the applicable law, the actual loss, the provable causal relationship and the relevant evidence. This shall be without prejudice to the recovery of any fines payable, the reinstatement of the Contract Deposit mentioned in Clause 12.3, and the Annual Rent, Rental Sharing for Additional Event Days and default interest mentioned in Clause 19.2.13.

Note: This Enquiry and Response has been translated into English. If there is any inconsistency or ambiguity between the Traditional Chinese version and the English/Portuguese version, the Traditional Chinese version shall prevail.