



HONG KONG HOUSING AUTHORITY
Form of Tender
Graded Shop/Factory Unit (Monthly Tenancy)
(Let by Premium Tendering)

Tenderers should note that each Form of Tender should be used to tender for one commercial premises only.

- * Delete whichever is inappropriate.
- # Fill in the full details of the location of the commercial premises/factory unit under tender as shown in the 'Special Conditions of Tender'.
- ▲ Fill in the full details of the trade of the commercial premises/factory unit under tender as shown in the 'Special Conditions of Tender'.

Tender for a monthly tenancy of the following premises # :

*Shop No(s). _____ / Block _____ / _____ *House/Shopping Centre/Commercial Centre, _____ Estate;

*Factory Unit(s) _____ Factory Estate

on terms as specified in the Hong Kong Housing Authority (HA)'s normal Form of Agreement and at the monthly rent as advertised, subject to the General and Special Conditions of Tender.

To : Director of Housing
c/o Commercial Properties Management Unit of Estate Management Division,
Housing Department,
Podium Level 1,
HKHA Customer Service Centre,
3 Wang Tau Hom South Road,
Kowloon.

*I/We _____
(*H.K.I.C. No./Certificate of Incorporation No. _____) having read the General and Special Conditions of Tender hereby offer to rent the captioned *Shop No(s)/Factory Unit(s) on payment of a lump sum premium (Amounts in whole dollars only, exclude cents) of HK Dollars _____ (HK\$ _____), and a monthly rental (*including/excluding rates) as advertised and on the terms and conditions set out in the Tender Notice and the said General and Special Conditions of Tender and Form of Agreement.

2. *I/We intend to use the *premises/factory unit for the business of ▲ _____

3. If this tender is accepted then until the said Agreement is signed, this tender together with the written acceptance thereof shall constitute a binding agreement between *me/us and the Hong Kong Housing Authority in the terms of the said Form of Agreement and General and Special Conditions of Tender.

4. A *CHEQUE/CASHIER'S ORDER No. _____, Bank _____ for HK\$ _____ is forwarded herewith as a deposit in full payment of the lump sum premium, if *my/our tender is accepted. *I/We understand that in the event of *my/our tender being unsuccessful *my/our *cheque/cashier's order will be returned by registered post to *my/our last known address in Hong Kong at *my/our own risk or if banked on receipt, the tendered premium will be refunded without interest.

5. *I/We also understand that liquidated damages will be imposed :

- (i) if *I/we withdraw the tender either before or after its acceptance by HA as stated in Clause 10 of the General Conditions of Tender; or
- (ii) if *I am/we are discovered to have manipulated the HA's tender system, as stated in Clause 11 of the General Conditions of Tender.

6. Particulars of *myself/ourselves are as follows :

Name (as shown on H.K.I.C./ Certificate of Incorporation)	H.K.I.C. No./ Certificate of Incorporation No.	Age	Sex	Relationship with Tenderer (e.g. partners etc.)	Marital Status
				Tenderer	

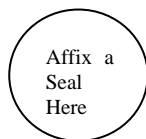
7. *I/We guarantee the accuracy of all information provided by *me/us in this Form of Tender and acknowledge the right of HA to reject this tender or revoke the Agreement signed subsequently in the event that any of the said information is found to be false.

8. [I/We/Our company] confirm that as at the time of submission of this Form of Tender and other than the Excepted Communications referred to in the remark below of this Form of Tender. [I/We/Our company] had not communicated to any person other than HD the amount of any rental offer, adjusted the amount of any quotation by arrangement with any other person, made any arrangement with any other person about whether or not [I/we/our company] or that other person should submit a Form of Tender or otherwise colluded with any other person in any manner whatsoever and undertake that at any time thereafter in the letting of the above premises until the bidder is notified by HD of the outcome of the letting exercise and other than the Excepted Communications referred to in the remark below of this Form of Tender [I/we/our company] will not communicate to any person other than HD the amount of any rental offer, adjust the amount of any quotation by arrangement with any other person, make any arrangement with any other person about whether or not [I/we/our company] or that other person should bid or otherwise collude with any other person in any manner whatsoever.

Remark: In this Form of Tender, the expression “Excepted Communications” means [my/our/our company’s] Communications in strict confidence with [my/our/our company’s] own consultants or insurers to solicit their assistance in preparation for submission of this Form of Tender.

9. For the purpose of processing the tender in this Form, *I/we hereby authorize HA to collect *my/our personal data for verification of the personal data provided in this Form of Tender. *I/We hereby further authorize HA to carry out matching procedures as defined under the Personal Data (Privacy) Ordinance to compare (whether by manual means or otherwise) the personal data in this Form of Tender with *my/our personal data collected for any other purpose by HA for investigation and verification and such comparison may be used for the purpose of taking adverse action against *me/us.

10. Signed, sealed and delivered by the Tenderer (Tenderer(s) must sign in the presence of a third party).



Signature of Tenderer : _____ Signature of Witness : _____

Name of Tenderer : _____ Name of Witness : _____
in Block Letters in Block Letters

Date : _____ Date : _____

Address : _____ Address : _____

Tel. No. : _____ Tel. No. : _____



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Name of Tenderer in Block Letters : _____ Name of Witness in Block Letters : _____

Date : _____ Date : _____

Address : _____ Address : _____

Tel. No. : _____ Tel. No. : _____