

HONG KONG HOUSING AUTHORITY
Special Conditions of Tender
Chun Yeung Estate –Chinese Restaurant

Tenders by way of RENTAL TENDERING are invited for the 6-year tenancy of the following premises located in Chun Yeung Estate, Shatin, New Territories.

<u>Shop No.</u>	<u>Approximate Area in m²</u>	<u>Monthly Air-conditioning Charges (HK\$)</u>	<u>Trade</u>	<u>Reference Rent (HK\$)</u>
Chun Yeung Shopping Centre No. 101 cum Advertising Light Box No. D	564 7.5	38,464.80	Chinese Restaurant	150,000

The monthly rent (exclusive of rates and air-conditioning charges) for the above premises is subject to tender.

2. Tenderers are reminded that the tenancy offered will be for a fixed term of 6 years with no option to renew.

3. Only the designated trade will be considered. Tendered rent will be final and not subject to negotiation. Tenderers may tender monthly fixed rent; or monthly fixed rent linked to staged increases at triennial intervals, the rent tendered for the second 3-year period should not be less than the rent tendered for the first 3 years; or monthly base rent or turnover rent at a certain percentage of turnover, whichever is the higher; or monthly base rent or turnover rent at a certain percentage of turnover, whichever is the higher, linked to staged increases at triennial intervals, the rent tendered for the second 3-year period should not be less than the rent tendered for the first 3 years.

4. Tenderers are advised to note that the tenancy agreement will not include a provision for early determination of the term by giving notice in writing by either party to the other. However, in case of breach of any of the conditions contained in the Tenancy Agreement by the tenant, the Hong Kong Housing Authority (HA) shall be entitled to determine the tenancy by giving to the tenant at least one calendar month's notice in writing. For the avoidance of doubt, where HA invokes section 19(1)(b) of the Housing Ordinance (Cap.283) to terminate the tenancy, the period for the notice to quit issued under that section shall be 1 calendar month.

5. Tenderers are advised to note that upon signing of the Tenancy Agreement, they are required to pay/submit, a deposit equivalent to two months' average tendered fixed rent/base rent of the tenancy term, either in cash or in the form of bank guarantee or a combination of both as stated in Clause 14 of the General Conditions of Tender.

6. The stated area of the premises is approximate only and no warranty is made as to its precise accuracy. Plans showing the layout of the premises are displayed in the Tai Po, North & Shatin District Tenancy Management Office (11) at Unit 1-15, G/F Skylark House, Sha Kok Estate, Shatin, New Territories. The layout of the shopping facilities and area of shop premises are subject to changes, i.e. final acceptance by HA's Independent Checking Unit (ICU) and HA reserves the right to make any necessary amendment.

7. The attention of tenderers is drawn to the fact that whenever the tenancy is terminated for whatever reasons, the tenant is required to deliver up vacant possession of the premises to HA unconditionally, and shall not be entitled to any claim for compensation. HA shall have the full right to relet the premises or otherwise dispose of the premises in such manner and to such person as it may think fit, free from the interference of any person.

8. Tenderers should note that under the Tenancy Agreement, if the rent, air-conditioning charges or any part thereof shall be unpaid for fourteen days after the same shall become payable (whether formally demanded or not) or if the rates or any part thereof shall be unpaid for fourteen days after the same shall become payable the tenant shall further pay to HA interest at the rate of 2% per month on the amount of rent, air-conditioning charges, rates in arrears and such interest shall be payable and calculated from the date upon which such payment in arrears fell due and not fourteen days thereafter until full payments are made. For the avoidance of doubt, the day on which the rent, air-conditioning charges, rates or any part thereof shall become payable is included in the reckoning of the said period of fourteen days.

9. (a) Subject to the conditions set out in sub-clause (b), the tenant will have a rent-free period. The period may range from 1 month to 3 months according to the followings :

<u>Size of Premises</u>	<u>Rent-free Period</u>
Less than 100m ²	One month
Between 100m ² – 250m ²	Two months
Larger than 250m ²	Three months

(b) The rent-free period is to be granted subject to : -
(i) no breach of any terms and conditions of the tenancy agreement; and
(ii) no termination of the tenancy by the tenant

during the period of six months from the commencement of the tenancy (the “Period”). If at any time during the Period there is any breach of the terms of the tenancy and the tenancy is terminated by HA in consequence of such breach or if the tenancy is terminated by the tenant prior to the expiration of the Period, without prejudice to any other rights of HA under the tenancy agreement, the tenant shall forthwith pay to HA the rent for the period as set out in sub-clause 9(a) above.

Irrespective of the amount of rents paid, full rates and air-conditioning charges (if any) will be collected in full without reduction.

10. Tenderers should note that the tenant has to commence business of the designated trade within 3 months from the date of commencement of tenancy agreement.

11. Tenderers should note that if the tender is submitted in the name of a limited company, tenderers are also required to submit a copy of “Certificate of Incorporation” issued by the Companies Registry. HA may require the directors(s) and the shareholder(s) of the limited company to provide personal guarantees to HA to guarantee the due payment of rent and due observance and performance of the terms and conditions under the Tenancy Agreement by the tenant.

12. Tenderers should note that if the tender is submitted in the name of a limited company, the successful tenderer is required to keep all proper books and accounts necessary for showing the daily gross receipts attributable to the successful tenderer’s business at the premises and to prepare and submit to HA within fourteen days after the end of each month a statement certified by the tenant’s accountant showing the monthly Gross Receipts for that month. The tenant shall permit HA and his agents at all reasonable times to inspect and take copies and extracts from the tenant’s books, documents or records which were or ought in the opinion of HA or his agents to be taken into account in the calculation of the Gross Receipts. Within sixty days after each financial year/Accounting Period during the term of this tenancy, the tenant shall at his own expense furnish to HA a certificate from the tenant’s Auditors (who shall be independent Certified Public Accountants registered under the Professional Accountants Ordinance in Hong Kong) certifying the correctness and completeness of the tenant’s Gross Receipts with breakdown of each month’s figure of the preceding year/Accounting Period.

13. If monthly base rent or turnover rent at a certain percentage of turnover, whichever is the higher, is proposed in the tender, tenderers should provide the expected monthly gross receipts for the shop with justification/supporting information (e.g. actual monthly gross receipts for the past few years of comparable outlets with location and area), as the monthly gross receipts would be crucial for the calculation of the turnover rent. Please complete the table of Actual Monthly Gross Receipts as per **Appendix I**. Same copy of Appendix is also attached in the General Conditions of Tender for easy reference.

14. The successful tenderer should comply with the procedure and the requirements for submission of gross receipts to HA (if applicable), please refer to **Appendix II** for details.

15. Tenderers are required to enclose in the Form of Tender a cheque /cashier's order as a tender deposit for the exact amount equivalent to **two months' average tendered monthly fixed rent/base rent of the tenancy term**, made payable to HONG KONG HOUSING AUTHORITY. All cheques or cashier's orders will be cashed by HA.

16. Chun Yeung Shopping Centre is situated at Kwei Tei Street in Fotan, Shatin. Apart from the shopping centre, the development project consists 5 domestic blocks - ChunYeung Estate. The whole project will provide 4,846 public rental housing units and is expected to accommodate a population of about 13,000 persons upon completion. The project is expected to be completed in 2019. Chun Yeung Shopping Centre is a 5-storey building which will provide 17 shops and a Single Operator Market with a total lettable area of about 4,200 square metres. Carpark facilities will be provided at lower ground first floor and second floor of shopping centre for the convenience of residents and shoppers.

17. The premises shall be leased on an 'as is' condition. The successful tenderer shall accept the premises in the state and condition in which they are found at the date when possession is given and shall be responsible for the fitting out of the premises to meet the requirements of HA and other competent authorities. All modifications to the building services installations must be carried out by contractors appointed by the Housing Department and at the expense of the successful tenderer.

18. Tenderers are advised to note that the designed electricity loading available to the premises is 800 ATPN. Should additional loading beyond the designed capacity be required, any upgrading shall be subject to prior approval from Shopping Centre Housing Manager. The upgrading works shall be carried out by contractors appointed by the Housing Department and at the expense of the tenant.

19. The tenant may be required to vacate and relocate to other premises without any allowance or compensation of HA upon the expiry of the tenancy. To enhance the shop front control, the prospective tenant should note the requirement for fitting-out renovation of the premises upon renewal of tenancy and the renovation works should be approved by the Housing Department.

20. The successful tenderer shall be required to carry out fitting-out works for the premises to meet the requirements of the existing Fire Safety (Commercial Premises) Ordinance, and to apply for a valid licence from the relevant authority. All the costs involved shall be borne by the tenant.

21. Tenderers should note that addition to/modification of building works/services installations shall be approved by HA. Subject to the approval by HA, alteration/addition/modification of the following building services installation shall be carried out by contractors appointed by the Housing Department and at the expenses of the tenant, which shall include but not be limited to automatic fire alarm system, audio & visual fire alarm system, fire shutters, building management system, upgrading of electricity supply/air conditioning supply (if any) for tenant's premises, landlord system/installation as well as any installation at landlord area. The on-cost rate for works with estimated works value below \$500,000.00 is 20%. For estimated works value \$500,000.00 or above, the on-cost rate is 22.3% or the individual costing for the on-cost upon confirmation with the prospective tenant. The above rates are subject to change without further notice. Such building works/services installations shall become fixtures of the premises and shall also become the properties of HA upon vacation of the premises.

22. Tenderers are reminded that tenders from any persons/companies already operating the same trade or from those who have successfully bid for a tenancy of the same trade in this estate/shopping centre (whether a tenancy agreement has been signed or not) may not be considered.
23. Tenderers should note that the tenant is required to appoint its own Authorized Person and Registered Structural Engineer for any structural works that require any revised building plan submission to HA's Independent Checking Unit (ICU) and the Fire Services Department (FSD) for licensing application.
24. Tenderers should note that only chilled water is provided to the premises and the successful tenderer is required at his cost to install all necessary equipment including air-handling unit for the provision of air-conditioning to the premises.
25. The successful tenderer should note that air-conditioning service will be charged from the date upon which chilled water is provided to the premises by HA or from the commencement of the term created herein, whichever is the later date. The air-conditioning charges are subject to review at any time by giving a prior notice.
26. Tenderers should note that the shop No. 101 is situated at first floor of the shopping centre.
27. Tenderers are advised to note that operation with full waiter service is required and operation in fast food style is not permitted.
28. The successful tenderer has to liaise with the Town Gas Company directly for application and connection of gas supply. Gas supply connection point is provided within the premises.
29. Attention is drawn to the special requirement for the food premises that the successful tenderer must use either Town Gas, L.P. Gas and/or electricity as fuel.
30. Tenderers should note that grease trap is provided outside the premises. The tenant is responsible for carrying out inspection/repair/maintenance/cleaning works to the said provision. Any subsequent request for modification or upgrading should be subject to prior approval from Shopping Centre Housing Manager. All the costs involved shall be borne by the tenant.
31. Tenderers are advised to observe and perform the provisions of all Ordinances and Regulations and all by-laws directions and orders of Food and Health Bureau or any other competent authority and to obtain all licences and permits from the appropriate authority or authorities at his own expense that may be required in connection with the business carried on in the premises and to make no claim of any kind whatsoever against HA in the event of the tenant's failure or inability for any reason to obtain or renew any such licence or permit.
32. Tenderers are advised to note that drain connection point(s) is/are reserved within the premises for provision of additional toilet. The successful tenderer (if required) shall construct the toilets and install sanitary fitments & fittings at his own cost. Prior approval should be obtained from Shopping Centre Housing Manager before construction. Public toilets are available in the shopping centre.
33. Tenderers are advised to note the special requirement for waterproofing the kitchen and toilet(s) (if any) in the premises. The damp proof course should extend up the perimeter walls by not less than 200 mm. A water test may be required at the discretion of HA.
34. Tenderers are advised to note that pipes for metered water supply and floor drain are provided in the premises. Any modification works shall be subject to prior approval from Shopping Centre Housing Manager and the cost involved shall be borne by tenant.

35. Subject to approval of Water Authority, it is proposed to install a water meter (Diameter: 25mm) for the premises. The tenant is required to apply for change of the register name of the water meter upon tenancy commencement and upgrade the water meter to an appropriated size, at his own cost, in matching his actual consumption / trade requirement to comply with Water Authority's requirements. The tenant should apply to the Water Authority directly for the modification/installation of water meter with whole cost borne by the tenant if appropriate water meter was not installed at the time of intake. The successful tenderer makes no claim of any kind whatsoever against HA in the issue of installation of water meter. Any delay in application or approval shall have no effect on the commencement date of the tenancy. The successful tenderer shall only commence business on such date as may be fixed by HA.

36. The successful tenderer should apply to the relevant public utility company and Water Authority directly for the installations of the electricity meter and water meter (if necessary) with whole cost borne by the tenant. Any delay in application or approval shall have no effect on the commencement date of the tenancy. The successful tenderer shall only commence business on such date as may be fixed by HA.

37. Tenderers are advised to note that design floor loading of the premises is 5 KN/m² except kitchen, the design floor loading of the concerned kitchen is 4 KN/m². All installation shall comply with the designed imposed load of the premises.

38. Tenderers should note that 1st layer of sprinkler system will be provided in the premises. Subject to prior approval from HA, the successful tenderer (if necessary) shall design and carry out the proposed sprinkler connection works to the existing fire services system of the shopping centre/estate at his own cost. All installation shall comply with the requirements for relevant licensing/statutory authority. Right of access shall be given to the Landlord or his agents for carrying out inspection/repair/maintenance works to the said installations throughout 24 hours and in case of emergency.

39. The successful tenderer should be required to carry out fitting-out works for the premises to meet the requirements of the Buildings Energy Efficiency Ordinance (Cap.610) and Building Energy Codes of the Electrical and Mechanical Services Department (EMSD). All the costs involved shall be borne by the tenant. The tenant is also responsible for their future maintenance.

40. The successful tenderer is advised to obtain FSD's consent on specific requirements for the proposed trade at his own arrangement and to apply for a valid licence from the relevant authority. The successful tenderer is responsible for installation and subsequent maintenance of all required standalone F.S. system. All the costs involved shall be borne by the tenant. Battery operated emergency lighting and exit sign, if required, shall be provided by the tenant and fed by his own electrical system. The tenant is also responsible for their future maintenance.

41. Tenderers are advised to note that throughout 24 hours and in case of emergency, right of access shall be given to the Landlord or his agents for carrying out inspection, repair or maintenance works to building works and/or building services installations for other premises in the shopping centre/estate which are/will be routed through the said shops. Sufficient access panels shall be provided for the Landlord in carrying out inspection, repair or maintenance works to building works and/or building services installations in case of fitting and furniture installed by the tenant. The Landlord has the rights to request the tenant to remove tenant's installation and furniture for the sake of repair or maintenance works by the Landlord or its representatives.

42. Tenderers are advised to note that ventilation louvre(s)/opening(s) and/or ventilation duct connection point(s) is/are provided in the premises, any modification and upgrading shall be subject to prior approval of Shopping Centre Housing Manager and the costs for any modification and upgrading shall be wholly borne by the tenant. The tenant shall install relevant ducting and equipment & fire dampers (if necessary) at his own cost to fulfil relevant authorities' licensing requirement/fitting-out guidelines. The tenant shall be responsible for the maintenance and management of the air intake and exhaust ducting(s) and fire dampers (if any) and shall cause the least impact to the aesthetic outlook of the shopping centre. Prior approval from Shopping Centre Housing Manager is required before construction works.

43. Tenderers are advised to note that Communal Aerial Broadcast Distribution (CABD) outlet and telephone conduit are provided in the premises. Any upgrading works shall be subject to prior approval from Shopping Centre Housing Manager and all the costs involved shall be borne by the tenant. The successful tenderer has to liaise with the Telecommunication Companies for services application.

44. Tenderers should note that when the shop premises is completed, as Chun Yeung Estate may still be under construction, hoardings will be erected along the construction sites until the works are completed. Besides, the shop premises will open in phases to tie in with the project development of the estate. Notwithstanding the effect of the construction works or phased opening, be it positive or negative towards commercial tenants, the rent stipulated in the tenancy agreement with the HA shall remain unchanged throughout the lease term.

45. During the fitting-out of the premises, the tenant is required to erect hoardings to the premises and minimize the nuisance caused to the public as far as possible. The design and decorative painting on the hoarding should be up to the satisfaction of Shopping Centre Housing Manager.

46. Tenderers should note that roller shutter and glass/metal door(s) will be provided for premises. The successful tenderer shall accept the premises in the state and condition in which they are found at the date when possession is given and shall be responsible for the subsequent maintenance of the concerned roller shutter and glass/metal door(s). All the costs involved shall be borne by the tenant.

47. Tenderers are advised to note that no roller shutter will be provided to all exits which were deemed as fire escape route.

48. Tenderers should note that advertising light box No. D at Chun Yeung Shopping Centre will be combined in letting with the shop. Provision and installation of advertising materials or light fixture at tenant's own expense should have prior approval from Shopping Centre Housing Manager. Advertising light box/signboard shall be used by the tenant for the sole purpose of advertising the business of the tenant carried out at the Premises, displaying the name, trade and/or trade name of the tenant and should not be left blank and in a manner acceptable to the Shopping Centre Housing Manager. The tenant shall not assign the benefit or part with the possession of the advertising light box/signboard or any part thereof and shall not allow any person other than the tenant to use the advertising light box/signboard or any part thereof. No other commercial element shall appear in the said advertising light box/signboard. Prior approval from the Shopping Centre Housing Manager is required for the contents displayed therein.

49. The tenant shall provide light fixtures for the purpose of illuminating the advertising light box at the hours or such hours as the Shopping Centre Housing Manager shall from time to time determine. Electricity charge for the advertising light box/signboard shall be covered by the Landlord. Power supply of advertising light box/signboard is under group control by the Landlord. HA reserves the right to change the final design of the lighting device for the advertising light box/signboard.

50. The tenant shall employ a registered/qualified installation and work contractor to carry out the installation work of the advertising light box/signboard and related advertising materials. The tenant shall ensure that the employed contractor will comply with the relevant statutory and safety requirement, if any, in the course of the installation work. The tenant shall indemnify the Landlord against any liability, loss, claim and damage due to the works being carried out by the employed contractor.

51. The tenant shall from time to time keep the interior and exterior of the advertising light box/signboard and any fittings and fixtures therein in a good clean condition and reasonable repair and shall replace at his own expense or indemnify the Landlord the cost of replacing any broken or damaged plastic sheets and light fittings (whether the same be broken or damaged by negligence of the tenant or owing to circumstances beyond his control) as the Landlord deems fit.

52. The tenant shall not use the advertising light box/signboard for any purpose so as to cause nuisance annoyance or danger to the occupiers of other property in the neighbourhood or to any other person and the Landlord shall be entitled to claim compensation from the tenant for any claims, demands, actions and legal proceedings whatsoever made upon the Landlord in connection with the tenant's use of the advertising light box/signboard. The tenant shall further be responsible and answerable for the consequence of any breach of local Ordinances in force.

53. The Landlord shall not be under any liability whatsoever to the tenant for any damage arising out of any interruption or failure of electricity supply, leakage of water and fire to the advertising light box/signboard.

54. Tenderers are advised to note that delay in the completion of installation works and other circumstances unforeseen at the time of this tender may affect the handing over date of the advertising light box/signboard. Tenderers must take the above into consideration when making their tenders. Agreed rent is not subject to variation whatsoever. Any delay in handing over date of the advertising light box/signboard shall have no effect on the commencement date of the tenancy. The successful tenderer shall only commence business on such date as may be fixed by HA. The successful tenderer makes no claim of any kind whatsoever against HA in the event of any delay of utilization and any change of size/location/lighting device of the advertising light box/signboard.

55. The tenant is required to install and at all times maintain displays of merchandise goods or services in the shop front windows or showcases of the premises to the satisfaction of Shopping Centre Housing Manager to a standard and composition appropriate in the opinion of Shopping Centre Housing Manager to the reputation and standing of the shopping centre/estate and to alter any window or other display of goods or merchandise in or at the premises immediately upon notice by Shopping Centre Housing Manager that such display will in the opinion of Shopping Centre Housing Manager affect the reputation or standing of the shopping centre/estate.

56. No neon sign or sign of any kind to any part of the external walls of premises will be permitted. The glazed shop front provided by HA shall not be removed or altered in any way. The tenant is required to fit out the shop including the false ceiling, shop signs etc., according to the colour scheme and specifications laid down by the Shopping Centre Management Office. Details of the fitting out criteria are available from the Shopping Centre Management Office.

57. The tenant is reminded not to affix or cause or permit any poster signboard or advertising matter of any kind to be affixed to any part of the exterior of the said shop or the shop front glasses except such as has been approved by Shopping Centre Housing Manager in writing and then only in a place and in a manner approved by Shopping Centre Housing Manager. Poster stands or notice boards shall be designed for this purpose with prior approval. All displayed notices and publicity materials within the said shop shall not be in hand-written form.

58. The tenant should at his own expense to keep lit all shop front, windows, showcases and shop sign of the premises during the opening hours of the premises and core business hours of the retail facilities of the shopping centre.

59. The tenant is advised to note that the shop front glass panes of the shop premises should not be obstructed by the tenant's fixtures and fittings. Unless with the Landlord's approval, any fixtures or display units located frontage area is required to set back at least 100mm and display units shall not exceed 1350mm in height. Fixtures or display units exceeding 1350mm in height shall be positioned against the back wall.

60. The tenant should keep the shop open for business at all times of the year daily during core business hours of the retail facilities of the shopping centre.

61. All gates of any material installed at the shop front, if any, must remain open during the business hours.

62. Tenderers should note that intake schedule of domestic flats of the Chun Yeung Estate is anticipated to be as follows :

<u>Anticipated Intake Schedule</u> (starting month)	<u>No. of Flats</u>
February 2020	4,846

Note: The above information is subject to change without further notice.

Tenderers are advised that delay in the completion of building works and other circumstances unforeseen at the time of this tender may affect the handing over date of the premises and the build-up of the population of the estate. Tenderers must take the above into consideration when making their tenders and no requests of variation in rent will be entertained during the tenancy term. For occupancy counting, the number of flats let in any month shall mean rental estate flats let with dates of commencement of tenancies falling within those months; and Home Ownership Scheme flats where the keys have been handed over to owners. The number of flats to be used as a basis for calculations will be determined by HA. HA may in its absolute discretion grant a rent rebate of the agreed rent in the circumstance that in the ensuing months of the above specified intake schedule the accumulated total number of flats let at the end of the preceding month is less than the accumulated total number of flats scheduled for intake up to that month as specified above. Rent rebate may be arranged as follows:

<u>Flats occupied as percentage of flats</u> <u>within catchment area</u> <u>scheduled for intake</u>	<u>Rent payable as percentage of rent</u> <u>stated in tenancy agreement</u> <u>(rounded to nearest \$100)</u>
above 90%	100%
above 80% up to 90%	85%
above 70% up to 80%	70%
above 60% up to 70%	60%
above 40% up to 60%	40%
above 20% up to 40%	20%
up to 20%	10%

Any such rent rebate should come into effect in the ensuing month of the intake schedule and will only be granted to the tenant for a maximum period of 36 months starting from the commencement date of the first commercial tenancy of the shopping centre. In all cases, full rent will become payable once over 90% of the flats in the estate scheduled for intake by the preceding month are let as specified above or after the expiry of the 36 months rent adjustment period starting from the commencement date of the first commercial tenancy of the shopping centre, whichever is the earlier date. For the commercial letting with rental offer at 'base' or 'turnover' rent calculated against the amount of the monthly turnover, whichever is the greater, the rent rebate cease to apply for the month when turnover rent becomes payable. Irrespective of the amount of rent paid, air-conditioning charges and rates should be payable in full without adjustment.

63. Tenderers are advised to note that delay in the completion of building works and other circumstances unforeseen at the time of this tender may affect the handing over date of the premises and the build-up of the population of the estate. Tenderers must take the above into consideration when making their tenders. Agreed rent is not subject to variation whatsoever. The successful tenderer makes no claim of any kind whatsoever against HA in the event of any delay of intake. The successful tenderer will be notified individually the intake arrangement by the Shopping Centre Housing Manager in due course.

64. The successful tenderer shall only commence business on such date as may be fixed by HA.

65. Tenderers are requested to note that the premises under tender as listed above do not represent the total number of premises available for letting in the estate/shopping centre/market. There are some other commercial premises on the estate/shopping centre/market which have been let/will be let by open tendering or by means other than open tendering for the above-mentioned trade(s) or other trades as HA may in its absolute discretion determine.

66. Tenderers are advised to note that HA may at any time appoint property management agents to manage, subject to the supervision by HA, any selected shopping centre/estate of which the premises form part on such terms and conditions as HA shall deem fit.

67. Tenderers are reminded that HA has kept a central record of those ex-commercial tenants who have breached the terms and conditions of the tenancy. Tenders submitted by these ex-commercial tenants who have been in breach of the terms and conditions of the tenancy may not be considered.

68. Tenders, in duplicate, must be made in the Form of Tender attached and enclosed in a sealed envelope clearly marked "Chun Yeung Estate - Chinese Restaurant". Any tender not marked with the name of the Estate on the cover of the sealed envelope may be invalidated.

69. Completed Tender Forms must be deposited in the Tender Box located in the Commercial Properties Management Unit of the Estate Management Division, Housing Department at Wing A, Level 3, HKHA Customer Service Centre, 3 Wang Tau Hom South Road, Kowloon before 10:00 a.m. on Friday, 1 November 2019. Late tenders will not be considered. HA will not be responsible for any mislaid tenders submitted by methods otherwise.

70. The closing time and date will automatically be deferred to 10:00 a.m. on the following Monday or the next earliest possible working day of the following week in the following circumstances :-

- (i) if Tropical Cyclone Warning Signal No. 8 or above is hoisted before and remains hoisted beyond the closing time;
- (ii) if a "Black" Rainstorm Warning is announced by Government (via the Information Services Department) before and remains in force beyond the closing time.

However, the closing time and date will remain unchanged if Tropical Cyclone Warning Signal No. 8 or above or the "Black" Rainstorm Warning is lowered or withdrawn two hours or more before the closing time.

71. For enquiry, please phone : 2697 7208.

72. Where there is a conflict between the General Conditions of Tender and the Special Conditions of Tender, the Special Conditions of Tender shall prevail.

CONFIDENTIAL

To : Director of Housing

1. My Company's expected monthly gross receipts for Shop No. _____ cum Advertising Light Box No. _____
Chun Yeung Shopping Centre, Chun Yeung Estate is _____ and the designated trade is _____.

2. Please find below the gross receipts for the first branch operating the same trade for your reference.
(Trade : _____)

Shop/Company Name _____

Shop Address _____ (Area: sq.m.)

Monthly Gross Receipts

	Year 20____	Year 20____	Year 20____
January			
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			
Total Annual Gross Receipts :			
Tax Returns/Audit Report	*Yes/No	*Yes/No	*Yes/No

Note : If tenderers have 3 shops or above operating the same trade, please submit total receipts for the past few years of 3 shops.

Signature : _____

Name : _____

Company Name : _____

Post : _____

(Company Seal)

Date : _____

*Delete if inappropriate

To : Director of Housing

1. My Company's expected monthly gross receipts for Shop No. _____ cum Advertising Light Box No. _____ Chun Yeung Shopping Centre, Chun Yeung Estate is _____ and the designated trade is _____.
2. Please find below the gross receipts for the second branch operating the same trade for your reference.
(Trade : _____)

Shop/Company Name _____
 Shop Address _____ (Area: _____ sq.m.)

Monthly Gross Receipts

	Year 20____	Year 20____	Year 20____
January			
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			
Total Annual Gross Receipts :			
Tax Returns/Audit Report	*Yes/No	*Yes/No	*Yes/No

Note : If tenderers have 3 shops or above operating the same trade, please submit total receipts for the past few years of 3 shops.

Signature : _____
 Name : _____
 Company Name : _____
 Post : _____
 Date : _____

 (Company Seal)

*Delete if inappropriate

To : Director of Housing

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3. My Company's expected monthly gross receipts for Shop No. _____ cum Advertising Light Box No. _____ Chun Yeung Shopping Centre, Chun Yeung Estate is _____ and the designated trade is _____.

1. Please find below the gross receipts for the third branch operating the same trade for your reference.
(Trade : _____)

Shop/Company Name _____

Shop Address _____ (Area: _____ sq.m.)

Monthly Gross Receipts

	Year 20____	Year 20____	Year 20____
January			
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			
Total Annual Gross Receipts :			
Tax Returns/Audit Report	*Yes/No	*Yes/No	*Yes/No

Note : If tenderers have 3 shops or above operating the same trade, please submit total receipts for the past few years of 3 shops.

Signature : _____

Name : _____

Company Name : _____

Post : _____

_____ (Company Seal) Date : _____

*Delete if inappropriate

Procedure and the requirements for submission of gross receipts

- (1) Tenant should keep all proper books and account necessary for showing the daily Gross Receipts attributable to the Tenant's business at the Premises and the amount due thereon to the Housing Authority (the Authority) by way of additional rent and to prepare and submit to the Authority within fourteen (14) days after the end of each month a statement certified by the Tenant's accountant showing the monthly Gross Receipts.
- (2) Tenant should permit the Authority and his agents at all reasonable times to inspect and take copies and extracts from the Tenant's books, documents or records which were or ought in the opinion of the Authority or his agents to be taken into account in the calculation of the Gross Receipts.
- (3) Within sixty days after the end of each year/Accounting Period of the term of this tenancy, the Tenant shall at his own expense furnish to the Authority a certificate from the Tenant's Auditors (who shall be independent Certified Public Accountants registered under the Professional Accountants Ordinance in Hong Kong) certifying the correctness and completeness of the Tenant's Gross Receipts during each month of the preceding year/Accounting Period. Notwithstanding the foregoing, the Tenant shall furnish to the Authority within sixty days after the Tenant ceasing to be a tenant of the Premises a certificate from the Tenant's Auditors certifying the correctness and completeness of the Tenant's Gross Receipts during each month for the period from the date of the last certificate furnished (or from the Commencement Date of the tenancy, as the case may be) up to the date of its ceasing to be the tenant. Such certificate shall contain such detail and breakdown as the Authority may require from time to time and shall be in such form and style as specified by the Authority provided that the Authority shall have the right from time to time by notice in writing to the Tenant to revise or amend the required form and style. In the event that there is any discrepancy between the said certificate and the monthly statement of account referred to in Point (1) above the said certificate shall be deemed to be correct and any monies due from or overpaid by the Tenant as disclosed therein shall be paid by or repaid to the Tenant within twenty-one days of the Authority's acceptance of the certificate.
- (4) If the Tenant shall fail to furnish the Authority with the certificate, mentioned in the last preceding Point, within the specified time limit and in the required format or if the Tenant's Auditors shall refrain from forming an opinion or an adverse opinion is expressed, the Authority can appoint, at the expense of the Tenant, an independent firm of Certified Public Accountants to investigate the correctness and completeness of the Gross Receipts during each month of the preceding year/Accounting Period. The result of this investigation will be deemed as correct and final and any monies due from or overpaid by the Tenant as disclosed therein shall be paid by or repaid to the Tenant within twenty-one days of receipt by the Tenant of the result of the investigation.

- (5) Tenderers should note that Gross Receipts shall include the total amount of revenue paid or payable to the tenant attributable to the tenant's business at the Premises, whether or not (i) such revenue is in cash, barter of goods or services or any other form of consideration, (ii) such revenue is on deferred payment terms and (iii) such revenue (or any part thereof) is ultimately received by the Tenant.

For the avoidance of doubt, (i) if any order for goods / services is received by the Tenant on the Premises, the revenue attributable to such order shall constitute part of the Gross Receipt even if, for the purposes of such order, the goods / services are not supplied from the Premises; and (ii) if any order for goods / services is received outside of the Premises, the revenue attributable to such order shall constitute part of the Gross Receipt if, for the purposes of such order, the goods / services are supplied from the Premises.

Provided that –

- (i) Every transaction or sale on credit terms or an installment basis shall be deemed to be a transaction or sale for the full cash price at the date when the same is made irrespective of the time or times at which the Tenant receives payment; and
- (ii) Every deposit by a customer shall be included in Gross Receipt at the time of receipt and shall only be deducted from Gross Receipt if and when repaid to that customer.