

HONG KONG HOUSING AUTHORITY
Special Conditions of Tender
Tai Hang Tung Estate – Shop

tenders by way of RENTAL TENDERING are invited for the 3-year tenancy of the following premises located in Tai Hang Tung Estate, Shamshuipo, Kowloon.

<u>Shop No.</u>	<u>Approximate Area in m²</u>	<u>Trade</u>	<u>Reference Rent (HK\$)</u>
Tung Lung House No.19	52	<u>Choose one of the following:</u> 1) Dental Clinic 2) Medical Clinic 3) Physiotherapy Clinic	17,000 17,000 17,000

he monthly rent (exclusive of rates) for the above premises is subject to tender.

2. Tenderers are reminded that the tenancy offered will be for a fixed term of 3 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 shall tender monthly fixed rent for the whole lease term of 3 years.
4. Tenderers should note that under the Tenancy Agreement, either party may terminate the tenancy by giving to the other at least three calendar months' notice in writing. 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. 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 Hang Tung Estate Property Services Management Office at G/F., Tung Wong House, Tai Hang Tung Estate, Shamshuipo, Kowloon.
6. 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.
7. Tenderers should note that under the Tenancy Agreement, if the rent, air-conditioning charges (if any) 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 (if any), 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 (if any), rates or any part thereof shall become payable is included in the reckoning of the said period of fourteen days.

8. (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 8(a) above.

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

9. Tenderers should note that the tenant has to commence business of the designated trade within 1 month from the date of commencement of tenancy agreement.

10. Tenderers are advised to note that the premises has been left vacant for three to four years and were not let out at three open tender exercises, four extra months’ rent free will be granted in the 6th, 12th, 18th and 24th month of the term of the tenancy in accordance with the existing policy. If the tenancy hereby created is terminated in whatsoever manner prior to its expiration, the above extra rent free shall be invalidated following the termination of the tenancy. The tenant shall not be entitled to any remaining part of the extra rent free after the tenancy is terminated and shall have no right whatsoever to claim compensation in any form from HA.

11. 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.

12. 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.

13. Tenderers are advised to note that the designed electricity loading available to the premises is 32 ASPN. Should additional loading beyond the designed capacity be required, any upgrading is subject to the approval of the Estate Housing Manager. The upgrading works shall be carried out by contractors appointed by the Housing Department and at the expense of the tenant.

14. 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 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.

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

16. The successful tenderer shall install the air intake/exhaust ducting, if necessary, at his own cost to fulfil relevant authorities' licensing requirement/fitting-out guidelines. The successful tenderer shall be responsible for the maintenance and management of the air intake/exhaust ducting and shall cause the least impact to the aesthetic outlook of the estate. Prior approval from Estate Housing Manager is required before any modification works.

17. 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 21.4% 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.

18. 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.

19. For running the trade of "Dental Clinic" / "Medical Clinic", tenderers are advised to note that only tenders from dentists/doctors registered for practice in Hong Kong not currently holding a tenancy of a HA clinic submitted in personal capacity will be considered. Whereas submissions by corporation will be disqualified.

20. For running the trade of "Medical Clinic", tenderers are reminded to note that in case they tender multiple bids of the same trade in the tender exercise with the same closing date, HA will accept the highest offer (in terms of monthly exclusive tendered rent) among the successful multiple bids. In the event of same rental offer (in terms of monthly exclusive tendered rent) among the successful multiple bids of the same tenderer, HA will only accept the highest offer in terms of tendered rent per square metre among the successful multiple bids.

21. Tenderers should note that each Form of Tender shall be used to tender for one commercial premises only. In case they tender multiple bids of the same trade in the tender exercise with same closing date, they are required to complete separate Form of Tender and to enclose a cheque or a cashier's order for the exact amount equivalent to two months' tendered rent for each commercial premises, made payable to HONG KONG HOUSING AUTHORITY. All cheques and cashier's orders will be cashed by HA.

22. If the tender of the trade "Physiotherapy Clinic", 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.

23. For running the trade of “Physiotherapy Clinic”, 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 the 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 the 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.
24. For running the trade of “Physiotherapy Clinic”, tenderers are reminded to note that tenant/operator must be a qualified physiotherapist; and comply with technical and licensing requirements imposed by relevant authority and government departments, especially with a physiotherapy licence and with relevant equipment.
25. For running the trade of “Physiotherapy Clinic”, successful tenderer should submit the fitting-out plan with layout of equipment in details of weight, size and relevant information for Estate Housing Manager’s approval before any construction/installation works.
26. For running the trade of “Physiotherapy Clinic”, tenderers should note that the scope of the trade does not include the trade of Medical Clinic and Chinese Medicine Clinic.
27. Tenderers are requested to attach a copy of physiotherapy practising certificate and certificate of registration when submitting tenders for Physiotherapy Clinic, or to attach a copy of Annual Practising Certificate issued by the Dental/Medical Council of Hong Kong when submitting tenders for Dental/Medical Clinic.
28. Tenderers should note that for the purpose of processing the tender, HA will request relevant departments/organizations to release information relevant to the tender including whether the tenderers are registered dentists/doctors/physiotherapist and updated information on practising licence.
29. The clinic must remain open for business either for a minimum of six hours per day, except Saturdays, Sundays and Public Holidays or for a minimum of six hours per day in at least any five days per week.
30. HA reserves the right to introduce additional dental/medical/physiotherapy clinics at any time according to the needs of the estate/ shopping centre.
31. The successful tenderer is required to notify the Housing Department on his affiliation with any health services organizations and other dental/medical groups upon signing up of Tenancy Agreement. The successful tenderer should report changes of such information to the Housing Department throughout the term of the tenancy.
32. Tenderers who have successfully bid for a HA Clinic, whether a Tenancy Agreement has been signed or not, will be barred from further tender attempts unless and until the offer or tenancy is surrendered to HA unconditionally.
33. Tenderers are reminded to note the possible existence of welfare dental/medical/physiotherapy clinics provision services in the estate/ shopping centre.
34. Tenderers are required to observe and perform the provisions of all Ordinances and Regulations and all by-laws directions and orders of competent authority and to obtain all licences and permits from the appropriate 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.

35. Tenderers are advised to note that 1st layer of sprinkler system is provided inside the premises, any upgrading works is subject to approval of the Estate Housing Manager with the whole cost borne by the tenant. All installation shall comply with the requirements for relevant licensing/statutory authority.
36. The successful tenderer is advised to obtain FSD's consent on specific requirements for the proposed trade at their 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.
37. The successful tenderer shall be required to install his own air-conditioning system on the premises, and installation of air-conditioning plant and routing of pipe/duct work required prior approval from Estate Housing Manager. Properly connected condensation drainage should be provided where air-conditioning units are used. All the costs involved shall be borne by the tenant.
38. Tenderers should note that roller shutter and glass door are 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 door. All the costs involved shall be borne by the tenant.
39. Tenderers should note that pipes for metered water supply and floor drain are provided in the premises. Any modification and upgrading shall be subject to prior approval from Estate Housing Manager with the whole cost borne by the tenant.
40. 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.
41. Tenderers are advised to note that neither self-toilet facilities nor toilet connection point is provided in the premises. Public toilets are available in the vicinity.
42. Tenderers should note that water basin is provided in the premises, any modification and upgrading should be subject to the prior approval of the Estate Housing Manager and the costs for any upgrading shall be wholly borne by the tenant.
43. Tenderers 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 Code 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.
44. 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 the approval of Estate 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.
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 the Estate Housing Manager.

46. The successful tenderer is required to install and at all times maintain displays of merchandise goods or services in the shopfront windows or showcases of the premises to the satisfaction of the Estate Housing Manager to a standard and composition appropriate in the opinion of the Estate 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 the Estate Housing Manager that such display will in the opinion of the Estate Housing Manager affect the reputation or standing of the shopping centre/estate.

47. Tenderers should note that the estate where the subject premises located is scheduled for improvement. Notwithstanding the effect of improvement works, be it positive or negative towards commercial tenants, the rent stipulated in the tenancy agreement with HA shall remain unchanged throughout the lease term. Information on further details of the improvement will be given by the Estate Management Office once available.

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

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

50. Tenderers are advised to visit the premises before submission of tender.

51. 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. There are some other commercial premises on the estate/shopping centre 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.

52. 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.

53. Tenders from persons (including corporations) who have been tenants of the premises under tender and the family members of such persons will not be considered unless such persons have physically vacated the premises concerned and have observed and performed all the tenancy conditions in respect of the premises.

54. 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.

55. Tenders, in duplicate, must be made in the Form of Tender attached and enclosed in a sealed envelope clearly marked "Tai Hang Tung Estate - Shop". Any tender not marked with the name of the estate on the cover of the sealed envelope may be invalidated.

56. 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, 5 August 2022. Late tenders will not be considered. HA will not be responsible for any mislaid tenders submitted by methods otherwise.

57. 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 issued before and remains in force for any duration within two (2) hours before the tender closing time on the tender closing date; or
- (ii) If a “Black” Rainstorm Warning is announced by the Government (via the Information Services Department) before and remains in force for any duration within two (2) hours before the tender closing time on the tender closing date; or
- (iii) When the Director of Housing announces the closure of the Hong Kong Housing Authority Customer Service Centre due to unforeseen circumstances and remains closed for any duration within two (2) hours before the tender closing time on the tender closing date.

For the avoidance of doubt, the tender closing time and date will remain unchanged if Tropical Cyclone Warning Signal No. 8 or above or the “Black” Rainstorm Warning is lowered or cancelled, or the Hong Kong Housing Authority Customer Service Centre is reopened, two (2) hours or more before the tender closing time on the tender closing date.

58. For enquiry and visit, please phone 2788 0078.

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