

**HONG KONG HOUSING AUTHORITY**  
**Special Conditions of Tender**  
**Fuk Loi Estate – Shop**

Tenders by way of RENTAL TENDERING are invited for the 3-year tenancy of the following premises located in Fuk Loi Estate, Tsuen Wan, N.T.

<u>Shop No.</u>	<u>Approximate Area in m<sup>2</sup></u>	<u>Trade</u>	<u>Reference Rent (HK\$)</u>
Wing Tai House No. 2	70	Photo-finishing & Studio	22,000

The 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 Estate Management Office at No.4-8, G/F, Wing Hong House, Fuk Loi Estate.
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 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, 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, 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 <sup>2</sup>	One month
Between 100m <sup>2</sup> – 250m <sup>2</sup>	Two months
Larger than 250m <sup>2</sup>	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 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 or together with a copy of “Certificate of Incorporation and a copy of “Business Registration Certificate” issued by the Business Registration Office of the Inland Revenue Department. 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.

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 are 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 advised to note that the designed electricity loading available to the premises is 100ATPN. Should additional loading beyond the designed capacity be required, any upgrading is subject to approval of the Estate Housing Manager and the costs for any upgrading shall be wholly borne by the tenant.

13. 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.

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 prospective tenant should note the requirement for fit-out renovation of the premises upon renewal of tenancy and the renovation works should be approved by the Housing Department.

15. 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.

16. Tenderers should note that addition to/modification of building works/services installations shall be approved by HA. Subject to 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 the 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 21.7% or the individual costing for the on-cost upon confirmation with the 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.

17. Tenderers should note that the tenant is required to appoint its own Authorized Person and Registered Structural Engineer for any structural works (if any) that require any revised building plan submission to HA's Independent Checking Unit (ICU) and the Fire Services Department (FSD) for licensing application.

18. Tenderers should note that 1<sup>st</sup> layer of sprinkler system is provided inside the premises, any upgrading works is subject to the 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.

19. 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 require prior approval from the Estate Housing Manager. Properly connected condensation drainage should be provided where air-conditioning units are used.

20. 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 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.

21. Tenderers are advised to note that shop front roller shutter is provided for the premises. The successful tenderer is responsible for the replacement or subsequent maintenance of the concerned roller shutter. All the cost involved shall be borne by the tenant.

22. 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.

23. 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 (if any) except such as has been approved by the Estate Housing Manager in writing and then only in a place and in a manner approved by the Estate Housing Manager.

24. Tenderers are reminded that removal of the partition wall/column/column head, if any, shall not be permitted.

25. Tenderers are advised to note that self-toilet facilities are provided within the premises.

26. Tenderers should note that the estate where the subject premises located is scheduled for maintenance/improvement works. Notwithstanding the effect of maintenance/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 maintenance/improvement will be given by the Estate Management Office once available.

27. Tenderers are advised to note that there are no provisions of Communal Aerial Broadcast Distribution (CABD) outlet and telephone conduit within the premises, any upgrading works shall be subject to approval of the Estate 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.
28. 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.
29. Tenderers are advised to visit the premises before submission of tender.
30. The successful tenderer shall only commence business on such date as may be fixed by HA.
31. 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 or market of which the premises form part on such terms and conditions as HA shall deem fit.
32. 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.
33. 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 abovementioned trades or other trades as HA may in its absolute discretion determine.
34. 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.
35. Only the designated trade specified in this "Special Conditions of Tender" will be considered. Tenderer should fill in the full details of the trade of the commercial premises under tender. Others, the tender may not be considered.
36. Tenders, in duplicate, must be made in the Form of Tender attached and enclosed in a sealed envelope clearly marked "Fuk Loi Estate – Shop". Any tender not marked with the name of the estate on the cover of the sealed envelope may be invalidated.
37. 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, 14 June 2024. Late tenders will not be considered. HA will not be responsible for any mislaid tenders submitted by methods otherwise.

38. The tender closing time and date will automatically be deferred to 10:00 a.m. on the following Monday or 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 or “Extreme Conditions” 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 “Extreme Conditions” is 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.

39. For enquiry and visit, please phone 2490 7834.

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

## **Annex**

1. Tenderer should fill in the full details of the trade in the Form of Tender, including the text inside the brackets (if any) of the commercial premises under tender as shown in the ‘Special Conditions of Tender’. Otherwise, the tender may not be considered.

2. Not to carry on or permit or suffer to be carried on in or upon the said shop/shopstall or any part thereof any trade profession or business or activities whatsoever other than that of “Photo-finishing & Studio”.

Remark: Tenderers are advised to read the Special Conditions of Tender and General Conditions of Tender before submission of their tenders.