

HONG KONG HOUSING AUTHORITY
Special Conditions of Tender
Shek Yam East Estate – Shop

Tenders by way of RENTAL TENDERING are invited for the 3-year tenancy of the following premises located in Shek Yam East Estate, Kwai Chung, New Territories.

<u>Shop No.</u>	<u>Approximate Area in m²</u>	<u>Trade</u>	<u>Reference Rent (HK\$)</u>
Yam Hing House No. 4	39	Chinese Medicine Clinic	8,300

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 Office at G/F., Yam Hing House, Shek Yam East Estate, Kwai Chung, New Territories.
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 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. 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.

11. Tenderers are advised to note that the designed electricity loading available to the premises is 63ASPN.

12. 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.

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 (Commercial Premises) Ordinance, and to apply for a valid licence from the relevant authority. All the costs involved shall be borne by the tenant.

14. 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 21.7% 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.

15. 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.
16. Tenderers are advised to note that self-toilet facilities are provided within the premises.
17. Tenderers are advised to note the special requirement for waterproofing of toilet 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.
18. For running the trade of "Chinese Medicine Clinic", tenderers are requested to attach a copy of Registration Certificate/Practising Certificate issued by the Chinese Medicine Council of Hong Kong when submitting tenders for the trade of "Chinese Medicine Clinic".
19. For running the trade of "Chinese Medicine Clinic", tenderers are reminded not to carry on or permit or suffer to be carried on in or upon the shop or any part of thereof any trade profession or business whatsoever other than that of a Chinese Medicine Clinic. No sale of Chinese herbal medicine of any kind to the public (except those prescribed to patients) is allowed.
20. The Registered Chinese Medicine Practitioners should abide by the Chinese Medicine Ordinance and the Chinese Medicine Practitioners (Registration) Regulation.
21. The successful tenderer is reminded that cooking, boiling and heating of Chinese herbal medicine of any kinds or preparing herbal decoctions in the premises are prohibited.
22. For running the trade of "Chinese Medicine Clinic", tenderers are advised to note that only tenders from Chinese Medicine Practitioners 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.
23. 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 Chinese Medicine Practitioners and updated information on practising licence.
24. 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.
25. HA reserves the right to introduce additional Chinese medicine clinics at any time according to the needs of the estate/shopping centre.
26. Successful tenderer is required to notify the Housing Department on his/her affiliation with any health services organizations and other medical groups upon signing up of Tenancy Agreement. Successful tenderer should report changes of such information to the Department throughout the term of the tenancy.
27. For running the trade of "Chinese Medicine Clinic", 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.
28. Tenderers are reminded to note the possible existence of welfare Chinese medicine clinic provision services in the estate/shopping centre.

29. Tenderers are advised to observe and perform the provisions of all Ordinances and Regulations and all by-laws directions and orders of 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 the HA in the event of the tenant's failure or inability for any reason to obtain or renew any such licence or permit.

30. Tenderers should note that 1st layer of sprinkler system is provided inside 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 estate/ shopping centre 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.

31. 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.

32. The successful tenderer should be required to carry out fitting-out works (including building services installation) 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.

33. 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 Estate Housing Manager and the cost involved shall be borne by tenant.

34. 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.

35. 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 estate/shopping centre 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 including false ceiling and furniture at his own cost for the sake of inspection, repair or maintenance works by the landlord or his representatives.

36. 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 Estate/ 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.

37. 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 Estate/ Shopping Centre Housing Manager.

38. Tenderers should note that roller shutter and glass/metal 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/metal door. All the costs involved shall be borne by the tenant.

39. 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 Estate/ Shopping Centre Housing Manager to a standard and composition appropriate in the opinion of Estate/ Shopping Centre Housing Manager to the reputation and standing of the estate/shopping centre and to alter any window or other display of goods or merchandise in or at the premises immediately upon notice by Estate/ Shopping Centre Housing Manager that such display will in the opinion of Estate/ Shopping Centre Housing Manager affect the reputation or standing of the estate/shopping centre.

40. 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 Estate/ Shopping Centre Management Office. Details of the fitting out criteria are available from the Estate/ Shopping Centre Management Office.

41. 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 Estate/ Shopping Centre Housing Manager in writing and then only in a place and in a manner approved by Estate/ 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.

42. 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 estate/ shopping centre.

43. The tenant is advised to note that the shop front areas including but not limited to the glass panes and the entrance areas 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 along the 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 inside the shop premises against the back wall.

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

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

46. 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.

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

48. 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 in 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.

49. 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 estate/shopping centre of which the premises form part on such terms and conditions as HA shall deem fit.

50. 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.

51. 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.

52. 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.

53. Tenders, in duplicate, must be made in the Form of Tender attached and enclosed in a sealed envelope clearly marked “Shek Yam East Estate - Shop”. Any tender not marked with the name of the Estate on the cover of the sealed envelope may be invalidated.

54. 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, 2 August 2024. Late tenders will not be considered. HA will not be responsible for any mislaid tenders submitted by methods otherwise.

55. 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.

56. For enquiry and visit, please phone : 2424 2942.

57. 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 “Chinese Medicine Clinic”.

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