

**HONG KONG HOUSING AUTHORITY**  
**Special Conditions of Tender**  
**Kwai Hing Estate – Shop**

Tenders by way of RENTAL TENDERING are invited for the 3-year tenancy of the following premises located in Kwai Hing Estate, Kwai Tsing, N.T.

<u>Shop No.</u>	<u>Approximate Area in m<sup>2</sup></u>	<u>Trade</u>	<u>Reference Rent (HK\$)</u>
Hing Yat House No. 2	39	<u>Choose one of the following:</u> 1) Chinese Medicine Clinic 2) Dental Clinic 3) Express Delivery Services 4) Medical Clinic 5) Physiotherapy Clinic	15,000 14,000 15,000 16,000 15,000

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 Shopping Centre Management Office at Room 5B, G/F, Hing Yat House, Kwai Hing Estate, Kwai Tsing, N.T.
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. For running the trade of “Express Delivery Services / Physiotherapy Clinic”, 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. For running the trade of “Express Delivery Services / 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.

12. 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.

13. Tenderers are advised to note that the designed electricity loading available to the premises is 63ASPN. Should additional loading beyond the designed capacity be required, any upgrading is subject to the approval of the 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.

14. 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.
15. 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.
16. 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”.
17. 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.
18. For running the trade of “Chinese Medicine Clinic”, the Registered Chinese Medicine Practitioners should abide by the Chinese Medicine Ordinance and the Chinese Medicine Practitioners (Registration) Regulation.
19. For running the trade of “Chinese Medicine Clinic”, 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.
20. For running the trade of “Dental Clinic”, tenderers are requested to attach a copy of Annual Practising Certificate issued by the Dental Council of Hong Kong when submitting tenders.
21. For running the trade of “Medical Clinic”, tenderers are requested to attach a copy of Annual Practising Certificate issued by the Medical Council of Hong Kong when submitting tenders.
22. For running the trade of “Chinese Medicine Clinic” / “Dental Clinic” / “Medical Clinic”, only tenders from Chinese medicine practitioners / 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.
23. For running the trade of “Chinese Medicine Clinic” / “Dental Clinic” / “Medical Clinic”, 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.
24. For running the trade of “Chinese Medicine Clinic” / “Dental Clinic” / “Medical Clinic”, 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 / dentists / doctors and updated information on practising licence.
25. For running the trade of “Chinese Medicine Clinic” / “Dental Clinic” / “Medical Clinic”, the successful tenderer is required to notify the Housing Department on his affiliation with any health services organizations and other medical groups upon signing up of Tenancy Agreement. The tenant should report changes of such information to the Housing Department throughout the term of the tenancy.
26. For running the trade of “Chinese Medicine Clinic” / “Dental Clinic” / “Medical 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 his offer/tenancy is surrendered to HA unconditionally.

27. **For running the trade of “Chinese Medicine Clinic” / “Dental Clinic” / “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.**
28. **For running the trade of “Chinese Medicine Clinic” / “Dental Clinic” / “Medical Clinic”, 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.**
29. For running the trade of “Chinese Medicine Clinic” / “Dental Clinic” / “Medical Clinic” / “Physiotherapy Clinic”, tenderers are reminded to note the possible existence of welfare Chinese medicine clinic / dentists / Medical Clinic / Physiotherapy Clinic provision services in the estate/court/shopping centre.
30. For running the trade of “Chinese Medicine Clinic” / “Dental Clinic” / “Medical Clinic” / “Physiotherapy Clinic”, HA reserves the right to introduce additional clinics at any time according to the needs of the estate/court/shopping centre.
31. 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.
32. For running the trade of “Physiotherapy Clinic”, tenderers should note that the scope of the trades does not include the trade of Medical Clinic and Chinese Medicine Clinic.
33. For running the trade of “Physiotherapy Clinic”, successful tenderer should submit the fitting-out plan with layout of equipment in details of weight, size & relevant information for Commercial Centre Housing Manager’s approval before any construction/installation works.
34. For running the trade of “Physiotherapy Clinic”, tenderers are requested to attach a copy of physiotherapy practising certificate and certificate of registration when submitting tenders for Physiotherapy Clinic.
35. 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.
36. 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 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.

37. 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 HKHA's Independent Checking Unit (ICU) and the Fire Services Department for licensing application.
38. Tenderers should note that 1st layer of sprinkler system is provided inside the premises, any upgrading works is subject to the approval of the Shopping Centre Housing Manager with the whole cost borne by the tenant. All installation shall comply with the requirements for relevant licensing/statutory authority.
39. The successful tenderer is advised to obtain Fire Service Department's consent on specific requirements for the proposed trade at his own arrangement and to apply for a valid licence from the relevant authority. Subject to the prior approval from HA, the successful tenderer shall design and carry out the proposed sprinkler connection works to the existing fire services system of the building at his own cost. All installations shall comply with the requirements of 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.
40. The successful tenderer should note that air-conditioning service will be charged from the date upon which air-conditioning 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 prior notice.
41. The successful tenderer is required to replace at his own cost the existing external insulation material for ventilation ducts and pipes of the air-conditioning system (if any) inside the premises with specified flame retardant products to meet with the requirement of the new Safety Codes of the Fire Services Department.
42. Tenderers are advised to note that fan coil units are provided in the premises. The successful tenderer is required to design and install the delivery and return air ducts at his own cost. Prior approval from the Shopping Centre Housing Manager shall be obtained before construction works.
43. Tenderers should note that all the gates of any material installed at the shop front, if any, must remain open during the business hours.
44. Tenderers should note that roller shutter/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/glass/metal door. All the costs involved shall be borne by the tenant.
45. No neon sign or sign of any kind to any part of the external walls of the Shopping Centre will be permitted. The glazed shop front is provided by HA, it cannot 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.
46. 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 Shopping Centre Housing Manager.
47. 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 Shopping Centre Housing Manager in writing and then only in a place and in a manner approved by the Shopping Centre Housing Manager. All displayed notices and publicity materials within the said shop shall not be in hand-written form.
48. The tenant should at his own expense keep lit at all shop front, windows, showcases and shop sign of the premises during the normal business hours of the retails facilities of the estate/ shopping centre.

49. 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 the Shopping Centre Housing Manager to a standard and composition appropriate in the opinion of the 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 the Shopping Centre Housing Manager that such display will in the opinion of the Shopping Centre Housing Manager affect the reputation or standing of the estate.
50. Tenderers are advised to note that there is no provision of Communal Aerial Broadcast Distribution (CABD) outlet and telephone conduit within the premises.
51. Tenderers should note that pipes for metered water supply and floor drain are provided in the premises, any modification and upgrading should be subject to the prior approval of the Shopping Centre Housing Manager and the costs for any upgrading shall be wholly borne by the tenant.
52. The successful tenderer should apply to the relevant public utility company and Water Authority directly for the installation 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.
53. Tenderers are advised to note that self-toilet connection point is provided within the premises.
54. Tenderers are advised to note the special requirement for waterproofing the 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 as the discretion of HA.
55. Tenderers are advised to visit the premises before submission of tender.
56. The successful tenderer shall only commence business on such date as may be fixed by HA.
57. 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.
58. 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.
59. 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.
60. 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.
61. 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.
62. 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.

63. Tenders, in duplicate, must be made in the Form of Tender attached and enclosed in a sealed envelope clearly marked “Kwai Hing Estate – Shop”. Any tender not marked with the name of the estate on the cover of the sealed envelope may be invalidated.

64. 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, 17 January 2025. Late tenders will not be considered. HA will not be responsible for any mislaid tenders submitted by methods otherwise.

65. 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.

66. For enquiry and visit, please phone Mr. LUN at 2427 7666 or Ms. MA at 3617 9201.

67. 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 “1) Chinese Medicine Clinic/ 2) Medical Clinic/ 3) Dental Clinic/ 4) Express Delivery Services/ 5) Physiotherapy Clinic”.

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