

**HONG KONG HOUSING AUTHORITY**  
**Special Conditions of Tender**  
**Ma Tau Wai Estate – Shop**

Tenders by way of RENTAL TENDERING are invited for the 3-year tenancy of the following premises located in Ma Tau Wai Estate, Kowloon City, Kowloon.

<u>Shop No.</u>	<u>Approximate Area in m<sup>2</sup></u>	<u>Trade</u>	<u>Reference Rent (HK\$)</u>
Geranium House No. 119A	133	<u>Choose one of the following:</u> 1) Electrical, Video and Audio Equipment 2) Frozen Food and General Provision 3) Grocery & Provision Store 4) Household Utensils, Furniture & Hardware	45,000 57,000 45,000 45,000

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 Office at G/F., Rose House, Ma Tau Wai Estate, 9 Shing Tak Street, To Kwa Wan, 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, 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 2 months 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. 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 the 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 the 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 works/services including Fire Services installations must be carried out by contractors appointed by the Housing Department and at the expense of the tenderers.

13. Tenderers are advised to note that the designed electricity loading available to the premises is 160 ATPN and cannot be upgraded.

14. Prospective tenant may be required to vacate and relocate to other premises without any allowance or compensation of the Housing Authority upon the expiry of the tenancy. To enhance the shop front control, 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 advised to note that for running the trade of “Frozen Food and General Provision” / “Grocery & Provision Store”, selling of cooked food is not allowed.
16. For running the trade of “Household Utensils, Furniture & Hardware”, tenderers are reminded to note that the premises is predominantly for the sale of non-electrical household goods, the scope of business of the Trade “Household Utensils, Furniture & Hardware” excludes the sale of large electrical appliances such as washing machines, clothes dryers, refrigerators, range hoods, water heaters, air-conditioners and television sets etc..
17. Tenderers are advised 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 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.
18. 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 will be borne by the tenant.
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 Landlord. Properly connected condensation drainage should be provided where air-conditioning units are used.
20. Tenderers are advised to note that there is no provision of toilet facilities in the premises.
21. Tenderers should note that roller shutter is 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. All the costs involved shall be borne by the tenant.
22. Tenderers are advised to note that neither Communal Aerial Broadcast Distribution (CABD) outlet nor telephone conduit is provided in the premises, any upgrading work is subject to the approval of the Landlord.
23. 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. Successful tenderers shall only commence business on such date as may be fixed by HA.
24. 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 Landlord and the costs for any upgrading shall be wholly borne by the tenant.
25. 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 Landlord is required before any modification works.
26. Tenderers are reminded that the removal of the partition wall/column, if any, should not be permitted. Tenderers are advised to visit the premises before submission of the tenders.

27. 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 20.6% 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.

28. Tenderer 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.

29. Tenderers are advised to note that the existing type of F.S. provision of the premises is served by the fire hose reels located at ground floor of Geranium House and no sprinkler is provided for the fire service pipes inside the premises. New sprinkler system will be installed by phase in the near future. Tenant shall allow the installation of First layer sprinkler and the whole wet pipe system in phase by Landlord. Tenderers are advised to note that at reasonable 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 the said shop/other premises in the estate which are/will be routed through the said shop. Sufficient access panels shall be provided for Landlord in carrying out inspection, repair or maintenance works to building works and/or building services installations in case of false ceiling installed by the tenant. Landlord has the rights to request the tenant to remove tenant's installation and furniture for the sake of repair or maintenance works by Landlord or its representatives.

30. 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.

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. 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 Landlord.

33. 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 Landlord to a standard and composition appropriate in the opinion of the Landlord to the reputation and standing of the estate and to alter any window or other display of goods or merchandise in or at the premises immediately upon notice by the Landlord that such display will in the opinion of the Landlord affect the reputation or standing of the estate.

34. Tenderers should note that the estate where the subject premises located is potentially considered to undergo redevelopment in Housing Authority's future "Comprehensive Redevelopment Programme" of which although there is no exact time schedule to be formally announced at the time being. Tenderers should note that the possibility of such programme, including the effect it may have on the business during the term of tenancy.

35. Successful tenderer shall only commence business on such date as may be fixed by HA.

36. Tenderers are advised to visit the premises before submission of their tenders.

37. 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.

38. 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 or market of which the premises form part on such terms and conditions as HA shall deem fit.

39. Tenders from persons 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.

40. 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. There are some other commercial premises on the estate which have been let/will be let by open tendering or by means other than open tendering for the above-mentioned trades or other trades as HA may in its absolute discretion determine.

41. Prospective 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.

42. 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.

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

44. 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, 21 November 2025. Late tenders will not be considered. HA will not be responsible for any mislaid tenders submitted by methods otherwise.

45. 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 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.

46. For enquiry and visit, please phone 2715 6683.

47. 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 one of the following: “1) Electrical, Video and Audio Equipment / 2) Frozen Food and General Provision / 3) Grocery & Provision Store / 4) Household Utensils, Furniture & Hardware”.

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