

TENDER NOTICE**INVITATION TO TENDER FOR A LEASE
OF THE GOVERNMENT PROPERTY AT SHOP NO. 15 ON PODIUM
LEVEL 2 OF SHUN LEE DISCIPLINED SERVICES QUARTERS,
NO. 32 LEE ON ROAD, KWUN TONG, KOWLOON, HONG KONG
(Tender Reference No.: GPA K22522)**

Tenders are invited for a lease of the Government Property situated at Shop No. 15 on Podium Level 2 of Shun Lee Disciplined Services Quarters, No. 32 Lee On Road, Kwun Tong, Kowloon, Hong Kong comprising a floor area of 395 square metres or thereabouts (hereinafter referred to as “the Premises”) which is for identification purpose only shown coloured pink on the plan (Plan No. GPA K22522) annexed to the form of Lease annexed hereto (hereinafter referred to as “the Form of Lease”) for a term of five years commencing on a date to be specified by the Chief Property Manager, Government Property Agency subject to the provisions for renewal for a further term of three years as stipulated in Special Condition No. (42) of the Third Schedule to the Form of Lease for supermarket purpose only and on such terms and conditions as set out in this Tender Notice and in the Form of Lease.

2. **The Government of the Hong Kong Special Administrative Region of the People’s Republic of China (hereinafter referred to as “the Government”) does not bind itself to accept the highest tender or any tender submitted. The Government reserves the right to negotiate with any tenderer about the terms and conditions of the offer. The Government will consider the past or current performance of the tenderers as lessees of the Government both in examining any tender submitted and in deciding whether or not to award the tender. The decision of the Government on whether or not to award the tender shall be final.**

3. Tenderers **MUST** state in the Form of Tender annexed hereto the **FIXED** monthly rental (exclusive of rates, management fees, air-conditioning charges, electricity charges and any other charges and outgoings whatsoever) they are prepared to offer to the Government for the lease of the Premises. **Any tender submitted which is not in conformity with the requirement contained in this Paragraph will not be considered by the Government.**

4. Tenders should be:

- (a) made in **DUPLICATE** in the Form of Tender annexed hereto; and
- (b) enclosed in a sealed envelope addressed to “**The Chairman, Tender Opening Committee, Government Logistics Department**” and clearly marked: “**Tender for a Lease of the Government Property at Shop No. 15 on Podium Level 2 of Shun Lee Disciplined Services Quarters, No. 32 Lee On Road, Kwun Tong, Kowloon, Hong Kong (Tender Reference No.: GPA K22522)**” on the outside of the envelope.

5. (a) Tender **MUST** be placed in the **Government Logistics Department Tender Box** situate on the Ground Floor, North Point Government Offices, 333 Java Road, North Point, Hong Kong (hereinafter referred to as “the Specified Tender Box”) before 12:00 noon on the **17th day of April 2025**. If tropical cyclone signal No. 8 or above is hoisted, or a black rainstorm warning signal or “extreme conditions” announced by the Government is / are in force at any time between 9:00 a.m. and 12:00 noon on the **17th day of April 2025**, the tender closing time will be postponed to 12:00 noon on the first working day after the tropical cyclone signal No. 8 is lowered, or the black rainstorm warning signal or the “extreme conditions” announced by the Government has / have ceased to be in force PROVIDED THAT if the postponed tender closing day falls on a Saturday, then the tender closing time will be postponed to 12:00 noon on the next working day. In case of blockage of the public access to the location of the Specified Tender Box at any time between 9:00 a.m. and 12:00 noon on the **17th day of April 2025**, the Government will announce that the tender closing time shall be extended until further notice. Following removal of the blockage, the Government will announce the extended tender closing time as soon as practicable. The above announcements will be made via press releases on the website of Information Services Department (<http://www.info.gov.hk/gia/general/today.htm>). **Any tender submitted which is not in conformity with the requirement contained in this Paragraph 5(a) will not be considered by the Government.**
- (b) Late tenders and tenders not deposited in the Specified Tender Box will not be accepted.
- (c) Save and except the insertion of the requisite information and particulars at the spaces as indicated in the Form of Tender, there shall be no insertion, deletion or alteration of or to any terms or conditions in this Tender Notice or in the Form of Tender or in the Form of Lease. For tenders submitted with any insertion, deletion or alteration of or to any terms or conditions in this Tender Notice or in the Form of Tender or in the Form of Lease, the Government may not consider or assess any tenders submitted which did not comply with the requirement contained in this Paragraph 5(c).
6. All tenderers should submit all the required information and documents including but not limited to the documents as referred to in Paragraph 10 of this Tender Notice before closing of the tender. The Government may not consider or assess any tenders submitted which did not comply with all the terms and requirements of this Tender Notice. The Government reserves the right to seek clarification on the required information and documents after closing of the tender and request the tenderer to submit

such information and documents to the Government within a stipulated period. Tender evaluation would be conducted on the basis of available information and documents if the required information and documents were not submitted.

7. TENDERERS shall FORWARD WITH THEIR TENDERS **a CASHIER'S ORDER or a CHEQUE** for an amount in Hong Kong currency equivalent to **one month's rent tendered** made payable to "The Government of the Hong Kong Special Administrative Region" and issued by a bank which shall be a bank duly licensed under Section 16 of the Banking Ordinance (Cap. 155). If a cheque is submitted, **it must be certified good by the bank** on which it is drawn for payment up to the 16th day of August 2025. All cashier's orders or cheques will be retained uncashed until a decision has been made on the tenders submitted. The successful tenderer is required to pay the **security deposit for an amount in Hong Kong currency equivalent to three months' rent tendered**, as referred in Special Condition No. (2)(a) of the Third Schedule to the Form of Lease. If a tender is accepted, the cashier's order or cheque submitted therewith will be treated as **part payment of the security deposit** as required. All other cashier's orders and cheques will be returned to the unsuccessful tenderers at the addresses shown on their tenders. The Government reserves the right to seek clarification from the tenderer on the submission of cashier's order or cheque by the tenderer. In the event that clarification is required for the submission of cashier's order or cheque by the tenderer, the tenderer should respond by the date specified in the clarification letter or if no date is specified in the clarification letter, within one week from the date of the clarification letter. If within the time prescribed aforesaid, the tenderer fails to respond to the clarification letter or fails to submit the required cashier's order or cheque that complies with the requirements contained in this Paragraph 7 pursuant to the clarification letter, **the tender submitted by the tenderer will not be further considered by the Government.**

8. Tenders will only be accepted from tenderers who will carry on business and occupy the Premises for their own use, and no assignment, subletting, underletting, or parting with the possession of the Premises or any part thereof or any interest therein will be permitted.

9. (a) Tenderers when submitting their tenders by way of a subsidiary company should clearly state the names of their holding companies and their correspondence addresses, the names of their contact persons, their telephone numbers, facsimile numbers and email address.
- (b) The person who signs a tender as tenderer shall be deemed to be acting as a principal unless he discloses therein that he is acting as an agent only, in which case he shall also disclose therein the name, address and the name(s) of the contact person(s) of his principal in Part C of the Information of tenderer in the Form of Tender.
- (c) If the tenderer is a person, the tender **MUST** be made in the name

of such person trading as a firm or business in sole proprietorship. If the tenderers are persons, the tender **MUST** be made in the name of such persons trading as a firm or business in partnership. Any tender submitted which is not in conformity with the requirement contained in this Paragraph 9(c) will not be considered by the Government.

- (d) After the award of the tender, the identity of the successful tenderer and its holding company (if any) would be disclosed by the Government in response to public / media enquiries. The Government reserves the right to announce the tender results without the need to seek the prior agreement of the successful tenderer or its holding company (if any).

10. (a) **Tenderers when submitting their tenders by way of person or persons should submit a copy of the valid Business Registration Certificate as well as Certified Extracts of Information on the Business Register from the Commissioner of Inland Revenue containing the name of the sole proprietor or the names of all the partners, as the case may be, of the said firm or business.**

- (b) **Tenderers when submitting their tenders by way of a corporate body should submit one copy each of the valid Business Registration Certificate, the Certificate of Incorporation, the Articles of Association, the Incorporation Form (where the first Annual Return of the Corporation has not been filed with the Companies Registry as at the date of tender submission), the latest Annual Return (if any), Notice of Change of Company Secretary and Director (if any) and Notice of Change in Particulars of Company Secretary and Director (if any) filed with the Companies Registry giving details of its current shareholders and directors.**

11. If a tender is accepted, the successful tenderer shall be the Lessee and he shall be notified of the acceptance of his tender by a letter posted to him at or delivered to the address stated in his Form of Tender. The successful tenderer shall within 7 days of being called upon by the Government so to do sign or in the case of a corporate body duly execute under its common seal and in accordance with the laws of its place of incorporation or otherwise in accordance with the applicable law to the satisfaction of the Government Property Agency a Lease and the plan annexed thereto (hereinafter referred to as “the Lease and the plan annexed thereto”), and shall pay to the Government the **balance of security deposit, the first month’s rent, management fees and air-conditioning charges** due under the Lease and the plan annexed thereto. Where the successful tender has been made on behalf of a principal, the principal shall himself sign or execute the Lease and the plan annexed thereto. Where the successful tender has been made by or on behalf of a partnership, each partner shall sign or execute

the Lease and the plan annexed thereto. If the successful tenderer shall fail to sign or execute the Lease and the plan annexed thereto or pay the **balance of security deposit, the first month's rent, management fees and air-conditioning charges** to the Government within the time limit as aforesaid, the Government may either enforce or cancel the tender. On cancellation, the sum forwarded with the successful tender as **part payment of security deposit** shall, without prejudice to the Government's right of action for damages for breach of contract, be wholly and absolutely forfeited to the Government as liquidated damages and not as a penalty and the Government shall be at liberty to grant a lease of the Premises to other parties or invite tenders or otherwise deal with the Premises at such time and in such manner as the Government shall deem fit.

12. Subject to the due signing or execution of the Lease and the plan annexed thereto, and to the payment of **the balance of the security deposit, the first month's rent, management fees and air-conditioning charges** as hereinbefore provided, and **subject to the Government's obtaining vacant possession of the Premises from the ex-lessee**, possession of the Premises will be given to the successful tenderer within three (3) calendar months of the date on which the Lease and the plan annexed thereto are signed or executed. The successful tenderer will be notified by a letter from the Chief Property Manager, Government Property Agency of the date on which possession will be so given and the date from which the term of the lease shall commence.

13. All tenders submitted shall remain valid from the closing date of the tender until the 16th day of August 2025 and shall remain binding upon the tenderers and may be accepted by the Government at any time up to the expiry of the said validity period. The Government will consider and assess all tenders submitted which comply with all the terms and requirements of this Tender Notice.

14. (a) Tenderers and their directors, employees and agents should not communicate to any person other than the Government Property Agency the amount of rent tendered, adjust the amount of rent tendered by arrangement with any other person, make any arrangement with any other person about whether or not he or that other person should or should not tender or otherwise collude with any other person in any manner whatsoever in the tendering process until the tender is awarded. If a tenderer is in breach of or fails to comply with this paragraph or is in breach of his warranty given in Paragraph 7 of the Form of Tender, without affecting his liability for such breach or non-compliance, the Government Property Agency may invalidate his tender without payment of any compensation. The tenderer will also be liable for all expenses including but not limited to the Government Property Agency's costs and expenses in the present tender and any subsequent tender(s) arising from or incidental to the invalidation.

(b) Paragraph 14(a) hereof shall have no application to the tenderer's

communications in strict confidence with his own insurers or brokers to obtain an insurance quotation for computation of the rent tendered and communications in strict confidence with his consultants or sub-contractors to solicit their assistance in preparation of tender submission.

15. Tenderers and their directors, employees and agents shall not offer any advantage (as defined in the Prevention of Bribery Ordinance (Cap. 201)) to any employee of the Government Property Agency as an inducement to or reward for or otherwise on account of such employee's giving assistance or using influence in, or having given assistance or used influence in the tender exercise. If a tenderer commits any offence under the said Ordinance in relation to the tender exercise, the Government Property Agency may invalidate its tender without payment of any compensation. The tenderer will also be liable for all expenses including but not limited to the Government Property Agency's costs and expenses in the present tender and any subsequent tender(s) arising from or incidental to the invalidation.

16. Tenderers shall note the additional terms and conditions, if any, as specified in the Schedule hereto.

17. The successful tenderer shall accept the Premises in such state and condition as existing on the date on which possession of the Premises is given and all tenderers are advised to inspect the Premises and conduct a survey of the Premises at their own costs to ascertain the physical condition or state or safety of the Premises prior to submitting the tender. If tenderers wish to conduct a site inspection of the Premises, they shall on or before the 7th day of April 2025 contact the officer referred to in Paragraph 20 of this Tender Notice for arrangement.

18. The result of the tender will be known on or before the 16th day of August 2025. Tenderers who do not receive any notification from the Government of the acceptance of their offers by the said date may consider their offers not being accepted.

19. (a) **In addition to name and address, the tenderer should provide his telephone number, facsimile number, email address and Business Registration Number, and in case of a sole proprietor / partners the identity document number of the individual sole proprietor / partners, in case of a corporate body, its Company Number. If he fails to provide the above data, it may not be possible for the Government to consider his tender;**

(b) **the above data collected by the Government Property Agency are to be used for the consideration of this tender by the Government and may be used by the Government Property Agency for such purpose and may be transferred to other Government departments to be used for such purpose. The above data may also be used for the consideration of other tenders by the Government at any time and the above data**

may be used by the Government Property Agency for such purpose and may be transferred to other Government departments to be used for such purpose; and

- (c) individuals have a right to request access to and correction of his personal data in the Form of Tender pursuant to the Personal Data (Privacy) Ordinance (Cap. 486). Any such request shall be made to the Personal Data (Privacy) Officer of the Government Property Agency at the address stated in Paragraph 20 of this Tender Notice.**

20. Any enquiry in relation to this tender should be addressed to:

Government Property Agency,
9/F, South Tower,
West Kowloon Government Offices,
No. 11 Hoi Ting Road,
Yau Ma Tei, Kowloon, Hong Kong
(Attn.: Miss Lydia WONG
Tel. No.: 3842 6777 and
Fax No.: 2877 8993)

21. It is hereby specifically declared by the Government that any statement, whether oral or written, made and any action taken by any Government officer in response to any enquiry made by a prospective tenderer shall be for guidance and reference purposes only. Any statement shall not be deemed to form part of this Tender Notice and such statement or action shall not and shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions as are set out in this Tender Notice or the Form of Lease.

22. (a) Notwithstanding anything to the contrary in this Tender Notice, at any time after the tender closing time as mentioned in Paragraph 5(a) of this Tender Notice but before a tender is accepted, the Government reserves the right to cancel the tender exercise under this Tender Notice on the ground that it is in the public interest not to accept any tender submitted or award the tender or on the ground that there are changes of requirement or circumstances after the tender closing time for operational or whatever reasons. The decision of the Government to cancel the tender exercise under this Tender Notice shall be final and conclusive and shall be binding on the tenderers. The tenderers shall have no right to claim compensation in any form from the Government arising from or incidental to the cancellation.
- (b) The Government shall have the right to arrange a new tender exercise in respect of the Premises subsequent to the cancellation

of the tender exercise under this Tender Notice.

23. (a) This Tender Notice shall be governed by and construed and enforced in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China (hereinafter referred to as "Hong Kong").
- (b) If a tender is accepted, then until the Lease and the plan annexed thereto are duly signed or executed, the tender together with the written acceptance thereof shall constitute a binding agreement between the successful tenderer and the Government. The said binding agreement shall be governed by and construed and enforced in accordance with the laws of Hong Kong.
- (c) (i) Notwithstanding anything to the contrary herein, the tenderers and the Government shall first refer any dispute or difference arising out of or in connection with this Tender Notice or the said binding agreement to mediation in accordance with The Government of the Hong Kong Special Administrative Region Mediation Rules prevailing at the time.
- (ii) If the said dispute or difference is not settled by mediation according to Paragraph 23(c)(i) above, the tenderers or the Government may institute litigation in respect of the said dispute or difference. The tenderers and the Government agree that the courts of Hong Kong shall have exclusive jurisdiction in respect of the said dispute or difference.

24. Notwithstanding anything to the contrary in the Tender Notice, the Government reserves the right to disqualify a tenderer on the grounds that the tenderer or its principal (if any) has engaged, is engaging, or is reasonably believed to have engaged or to be engaging in acts or activities that are likely to cause or constitute the occurrence of offences endangering national security or otherwise the disqualification is necessary in the interest of national security, or is necessary to protect the public interest, public morals, public order or public safety of Hong Kong. For the avoidance of doubts, the word "engage" or its variants in this paragraph shall include but not be limited to aiding, abetting, counselling or procuring. The decision of the Government to disqualify the tenderer shall be final, conclusive and binding on the tenderer.

25. A Chinese translation of this Tender Notice and the Form of Tender is attached. In the event of any doubt or dispute in the interpretation of this Tender Notice and the Form of Tender, the Government's intention as expressed in the English version shall prevail.

The Schedule

1. The total sum of the management fees and air-conditioning charges of the Premises are currently determined at HK\$66,898.00 per calendar month. Such fees and charges may be revised from time to time by the Lessor in accordance with Clause (2)(i) of the Form of Lease.
2. Tenderers are advised to note that:
 - (a) Subject to the terms and conditions of the Form of Lease, the term of the lease shall be five years from the date to be specified by the Chief Property Manager, Government Property Agency. At the expiration or sooner determination of the lease, the successful tenderer shall surrender and deliver up vacant possession of the Premises to the Government in all respects to the satisfaction of the Government in accordance with the terms and conditions of the Form of Lease.
 - (b) Pursuant to Clause (4)(g) of the Form of Lease, on the termination of the lease created by the Form of Lease in whatsoever manner, the successful tenderer shall have no right whatsoever to claim compensation in any form or re-provisioning of accommodation from the Government.
 - (c) Special Condition No. (2) under the Third Schedule of the Form of Lease contains the terms and conditions governing the deposit of a security deposit with the Government by the successful tenderer, and the refund of the said deposit at the expiration or sooner determination of the lease created by the Form of Lease. In particular, pursuant to Special Condition No. (2)(a) under the Third Schedule to the Form of Lease, the security deposit paid by the successful tenderer will be deposited with the Government as security for the due payment of the rent, management fees, air-conditioning charges, electricity charges, rates, taxes, assessments, charges, duties and other outgoings under the Form of Lease and the due payment of the licence fee, rent, rates, electricity charges, management fees, taxes, assessments, duties, charges and other outgoings (hereinafter collectively referred to as "Sums") payable under any other agreements of any other tenancies or leases or licences of any premises granted or to be granted by the Government to the successful tenderer (hereinafter referred to as "Other Agreements") and the due performance and observance by the successful tenderer of all and singular the several agreements, covenants, provisions, conditions, terms and stipulations reserved and contained in the Form of Lease and in Other Agreements.

Pursuant to Special Condition No. (2)(b) under the Third Schedule to the Form of Lease, at the expiration or sooner determination of the lease created by the Form of Lease, if there shall be any rent, management fees, air-conditioning charges, electricity charges, rates, taxes, assessments, charges, duties, or outgoings or any interest payable under Clause (4)(a) thereof and all the Sums under Other Agreements or any interest payable thereon in arrears, the Government may apply such deposit towards payment of such arrears, or if there shall be any breach of agreements, covenants, provisions, conditions, terms or stipulations contained in the Form of Lease or in Other Agreements, the Government may apply such deposit towards remedying such breach (in so far as this may be possible) without prejudice to any other claim or remedy that the Government may have against the successful tenderer by reason of the breach and shall only pay the balance (if any) of the said deposit to the successful tenderer;

- (d) Pursuant to Special Condition No. (7) under the Third Schedule to the Form of Lease, the Government shall have the right to close and prohibit access to Shun Lee Disciplined Services Quarters or the Premises, or any part thereof, without prior notice to the successful tenderer, at such time and for such duration as it shall in its absolute discretion see fit by reason of any emergency or for any other reason which the Government considers proper or sufficient. In the event of such closure, the successful tenderer shall not be entitled to claim any compensation therefor whatsoever or any refund of the monthly rent, management fees, air-conditioning charges or other charges already paid or part thereof;
- (e) Pursuant to Special Condition No. (40) under the Third Schedule to the Form of Lease, the successful tenderer shall acknowledge and accept that access control measures are implemented at the entrance on the Ground Floor of Shun Lee Disciplined Services Quarters between 11:00 p.m. and 06:00 a.m. the following day on all days of the year;
- (f) Pursuant to Special Condition No (41) of the Form of Lease, the successful tenderer shall have the right to early terminate the term of the lease created by the Form of Lease by giving not less than three (3) calendar months' prior written notice to the Government to that effect provided that the said prior written notice shall not be given to the Government before the expiration of the third (3rd) calendar month of the term of the lease created by the Form of Lease; and
- (g) Pursuant to Special Condition No. (42) under the Third Schedule to the Form of Lease, if the successful tenderer shall be desirous of

taking a lease of the Premises for a further term of three years from the date of expiry of the term of the lease created by the Form of Lease at the same monthly rent and on the same terms and conditions as are contained in the Form of Lease save and except for the said Special Condition No. (42), the successful tenderer shall give written notice to the Government of such desire not less than nine (9) calendar months before the expiration of the term of the lease. After the successful tenderer duly giving the notice to the Government as aforesaid, the Government shall issue a Renewal Letter (as defined in the said Special Condition No. (42)) to the successful tenderer which shall be in such form and contain such terms and conditions as the Government may prescribe, including the provision that the renewal shall be conditional upon the successful tenderer having duly observed and performed all the terms and conditions to be observed or performed by and on the part of the successful tenderer contained in the Form of Lease in all respects to the satisfaction of the Government (as to which the decision of the Government shall be final, conclusive and binding on the successful tenderer) up to the expiration of the term of the lease created by the Form of Lease. The Renewal Letter shall be accepted and signed by the successful tenderer within such period of time as may be specified by the Government, to the effect that the Renewal Letter accepted and signed by the successful tenderer shall constitute a binding agreement of the renewal of lease.

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招標公告

招標承投香港九龍觀塘利安道 32 號 順利紀律部隊宿舍第二層平台第 15 號鋪位的 政府物業租用權

(招標編號：GPA K22522)

現按本招標公告及夾附租約大綱(下稱「租約大綱」)所臚列的條款及條件，招標承投位於香港九龍觀塘利安道 32 號順利紀律部隊宿舍第二層平台第 15 號鋪位的政府物業(下稱「該處所」)租用權。租期為五年，由政府產業署總產業經理指定的日期起生效，並可按租約大綱附表 3 特別條件第(42)條訂明的規定續租三年。該處所只可用作經營超級市場，樓面面積約 395 平方米，位置於租約大綱夾附的圖則(圖則編號：GPA K22522)內以粉紅色標示，以資識別。

2. 中華人民共和國香港特別行政區政府(下稱「政府」)不一定接納出價最高的投標書或任何一份投標書。政府保留權利，可與任何投標者商議批出租約的條款及條件。政府在審核任何一份投標書及決定是否批出標書時，會考慮投標者過往或現時作為政府物業承租人的表現。政府就是否批出標書所作的決定屬最終決定。

3. 投標者必須在夾附的投標表格內述明為承投該處所的租用權而建議向政府繳付的固定月租(不包括差餉、管理費、空調費、電費及任何其他費用及支出)。不符合本段所載規定的投標書，政府一概不予考慮。

4. 投標書應：

(a) 採用夾附的投標表格填寫，一式兩份；以及

(b) 放入信封內封密，信封面書明「政府物流服務署開標委員會主席收」，並清楚註明「投標承投香港九龍觀塘利安道

32 號順利紀律部隊宿舍第二層平台第 15 號鋪位的政府物業租用權(招標編號：GPA K22522)」。

5. (a) 投標書 必須 在二零二五年四月十七日正午十二時前，放入香港北角渣華道 333 號北角政府合署地下的政府物流服務署投標箱(下稱「指定投標箱」)內。如在二零二五年四月十七日上午九時至正午十二時期間內的任何時間，八號或以上熱帶氣旋警告信號、黑色暴雨警告信號或政府公布的「極端情況」生效，截標時間將延至八號熱帶氣旋警告信號、黑色暴雨警告信號或政府公布的「極端情況」停止生效後的首個工作天正午十二時。如延遲後的截標日期為星期六，截標時間將延至下一個工作天正午十二時。如在二零二五年四月十七日上午九時至正午十二時期間內的任何時間，前往指定投標箱所在地點的公眾通道受阻，政府會宣布推遲截標時間，直至另行通知。當通道重開後，政府會在切實可行範圍內盡快公布已推遲的截標時間。上述公布事項會於政府新聞處網站以新聞稿方式發出(<http://www.info.gov.hk/gia/general/ctoday.htm>)。不符合本段(第 5(a)段)所載規定的投標書，政府一概不予考慮。

(b) 逾期遞交及未有投入指定投標箱的投標書概不受理。

(c) 除在投標表格所顯示空位上填寫所需的資料和細節外，不得在本招標公告、投標表格或租約大綱中加插、刪除或改動任何條款或條件。如投標書就本招標公告、投標表格或租約大綱所載的任何條款或條件有所加插、刪除或改動，政府有可能不考慮或評審任何不符合本段(第 5(c)段)所載規定的投標書。

6. 所有投標者須在截標前遞交全部所需資料及文件，包括但不限於本招標公告第 10 段所指的文件。政府有可能不考慮或評審任何不符合本招標公告內全部條款及規定的投標書。政府保留權利，可在截標後要求投標者就所需的資料及文件作補充說明，並要求投標者在指定

期間內向政府遞交該等資料及文件。如沒有遞交所需的資料及文件，投標書會按已收到的資料及文件評審。

7. 投標者必須隨投標書付上面額相等於一個月建議租金的港幣銀行本票或支票，支付予「香港特別行政區政府」，並由根據《銀行業條例》(第 155 章)第 16 條的規定獲妥為發牌的銀行發出。如遞交支票，須經付款銀行核證為有效，保證直到二零二五年八月十六日可獲兌現。政府對投標書作出決定前，所有銀行本票或支票均不會兌現。中標者必須按租約大綱附表 3 特別條件第(2)(a)條規定，繳付以港幣計算相等於三個月建議租金的保證金。如投標書獲接納，隨投標書付上的銀行本票或支票會視作按規定繳付部分保證金。所有其他銀行本票及支票則會按投標書所載地址退回落選的投標者。政府保留權利，可要求投標者就所遞交的銀行本票或支票作補充說明。如須就所遞交的銀行本票或支票作補充說明，投標者必須在要求補充說明的信件指明的日期前回覆；如該信件沒有指明日期，則須在該信件發出日期起計一個星期內回覆。在上述訂明時間內，如投標者沒有回覆要求補充說明的信件或依循該信件遞交符合本段(第 7 段)規定的銀行本票或支票，則政府不會進一步考慮投標者提交的投標書。

8. 投標者必須把該處所自用和經營業務，其投標書才會獲接納。投標者亦不得轉讓、分租、轉租或放棄管有該處所或其中任何部分或任何權益。

9. (a) 投標者如以附屬公司身分遞交投標書，須清楚註明其控權公司的名稱及通訊地址、聯絡人姓名、電話號碼、傳真號碼及電郵地址。

(b) 以投標者身分簽署投標書的人，將被視作以主事人身分行事，除非他在投標表格內聲明僅為代理人。代理人須同時在投標表格內「投標者資料」C 部，說明主事人的姓名/名稱、地址及其聯絡人的姓名。

(c) 投標者如為一人，投標書必須以該人獨資經營商號或業務的名義填寫。投標者如為多人，則投標書必須以他們合夥

經營商號或業務的名義填寫。不符合本段(第 9(c)段)所載規定的投標書，政府一概不予考慮。

- (d) 標書批出後，政府可應公眾 / 傳媒的查詢，披露中標者及其控權公司(如有)的身分。政府保留公布招標結果的權利，而無須事先獲得中標者或其控權公司(如有)同意。

10. (a) 投標者如以一人或多人的身分遞交投標書，須附上有效商業登記證副本，以及由稅務局局長發出載有該商號或業務獨資經營人或全體合夥人(視屬何情況而定)姓名的商業登記冊內資料摘錄核證本。

- (b) 投標者如以法團身分遞交投標書，須附上以下文件副本各一份：有效商業登記證、公司註冊證明書、組織章程細則、法團成立表格(如在遞交投標書當日仍未把法團的首份周年申報表送交公司註冊處存檔)，以及送交公司註冊處存檔載有公司全部現任股東及董事詳情的最近期周年申報表(如有)、更改公司秘書及董事通知書(如有)，以及更改公司秘書及董事詳情通知書(如有)。

11. 如投標書獲接納，中標者即成為承租人。中標者將獲發信通知，通知信會按其投標表格所載地址以郵遞或專人派遞方式送交中標者。中標者須在政府發出通知後七日內簽署租約及夾附的圖則，或中標者如屬法團，以法團印章並根據中標者成立為法團所在地方的法律或另按適用的法律(須令政府產業署滿意)妥為簽立租約及夾附的圖則，並向政府繳付根據租約及夾附的圖則應付的保證金餘數、首月租金、管理費及空調費。如獲選的投標書由代理人代主事人遞交，主事人須親身簽署或簽立租約及夾附的圖則。如獲選的投標書由合夥公司遞交，或由他人代合夥公司遞交，則租約及夾附的圖則須由每名合夥人簽署或簽立。如中標者未有在上述限期內簽署或簽立租約及夾附的圖則，或未有在上述限期內向政府繳付保證金餘數、首月租金、管理費及空調費，則政府可辦理或取消投標書。取消投標書後，隨相關獲選投標書付上作為繳付部分保證金的款項，將會全數充公，作為協定賠償金而不是作為罰款，但此舉不影響政府就違約而提起損害賠償訴訟的權

利。同時，政府有權把該處所的租用權批予他人，或邀請投標，或在
其認為適當的時候，以其認為適當的方式處置該處所。

12. 在中標者妥為簽署或簽立租約及夾附的圖則，並繳付前述規定的
保證金餘數、首月租金、管理費及空調費後，以及如政府已從前承租
人取得該處所在空置情況下的管有權，該處所的管有權將於簽署或簽
立租約及夾附的圖則當日起計三(3)個曆月內給予中標者。政府產業
署總產業經理會發信通知中標者給予管有權的日期及租約生效日期。

13. 所有投標書由截標日期起至二零二五年八月十六日持續有效。在
上述有效期屆滿前，投標書對投標者具有約束力，並可能隨時獲政府
接納。政府會考慮並評審所有符合本招標公告內全部條款及規定的投
標書。

14. (a) 標書批出前，投標者、其董事、僱員及代理人不得向政府產
業署以外的任何人傳達建議租金的款額、與任何其他人士訂立
安排調整建議租金的款額、與任何其他人士就他本人或該其他
人應否投標訂立任何安排，或在投標過程中以任何方式與任
何其他人串通。如投標者違反或未有遵守本段規定，或違反
其在投標表格第 7 段作出的保證，在不影響投標者因該項違
反或未有遵守規定而負上法律責任的原則下，政府產業署可
把其投標書作廢而不支付任何補償。此外，投標者亦須承擔
因投標書作廢所引致或附帶引起的一切開支，包括但不限於
政府產業署是次招標工作及日後進行任何招標工作的費用和
開支。

(b) 本招標公告第 14(a)段不適用於投標者為索取保險報價以計
算建議租金而向其承保人或保險經紀發出受嚴格保密的通訊，
以及為獲得其顧問或分判商協助擬備投標書而向他們發
出受嚴格保密的通訊。

15. 投標者、其董事、僱員及代理人不得向政府產業署任何僱員提供
任何利益(如《防止賄賂條例》(第 201 章)所界定)，作為該僱員在招標
工作中給予協助或運用影響力，或曾經給予協助或運用影響力的誘因
或報酬，或由於該僱員在招標工作中給予協助或運用影響力，或曾經
給予協助或運用影響力而向他提供任何利益(如《防止賄賂條例》(第

201章)所界定)。如投標者在關乎招標工作的事宜上觸犯該條例所訂的任何罪行，政府產業署可把其投標書作廢而不支付任何補償。此外，投標者亦須承擔因投標書作廢所引致或附帶引起的一切開支，包括但不限於政府產業署是次招標工作及日後進行任何招標工作的費用和開支。

16. 投標者須留意本招標公告附表所訂明的附加條款及條件(如有)。

17. 中標者須按該處所在給予該處所管有權當日的情況及狀況接收該處所。所有投標者請於遞交投標書之前，自費視察及勘測該處所，以確定該處所的實際狀況、情況或安全程度。投標者如欲實地視察該處所，須在二零二五年四月七日或之前與本招標公告第20段所提述的人員聯絡，以作安排。

18. 招標結果將於二零二五年八月十六日或之前公布。投標者如在該日仍未收到政府通知，說明其投標書已獲接納，則可視其投標已經落選。

19. (a) 投標者除須提供其姓名 / 名稱及地址外，亦須提供其電話號碼、傳真號碼、電郵地址及商業登記號碼；投標者如屬獨資經營人 / 合夥人，亦須提供個別獨資經營人 / 合夥人的身分證明文件號碼；投標者如屬法團，則亦須提供其公司編號。如投標者未能提供上述資料，政府可能無法考慮其投標書；

(b) 政府產業署收集上述資料，旨在供政府用於考慮本投標書，並可供政府產業署作該用途，或轉交其他政府部門作該用途。此外，上述資料亦可在任何時間供政府用於考慮其他投標書，並可供政府產業署作該用途，或轉交其他政府部門作該用途；以及

(c) 根據《個人資料(私隱)條例》(第 486 章)，個人有權要求查閱及改正其在投標表格內填報的個人資料。請按本招標公告第 20 段所載的地址，向政府產業署的個人資料(私隱)主任提出該等要求。

20. 如對是次招標有任何查詢，請聯絡：

香港九龍
油麻地海庭道 11 號
西九龍政府合署南座 9 樓
政府產業署
(經辦人：黃淑敏女士
電話號碼：3842 6777 及
傳真號碼：2877 8993)

21. 政府特此聲明：政府人員對有意投標者的查詢所作出的任何口頭或書面陳述及所採取的任何行動，均只作指引及參考之用。任何陳述不得視作構成本招標公告的一部分。該等陳述或行動亦不得據以或視作闡述、更改、否定、豁免或在其他方面修改本招標公告或租約大綱所臚列的任何條款或條件。

22. (a) 即使本招標公告有任何相反條文，政府保留權利，在本招標公告第 5(a)段所述的截標時間後至投標書獲接納前，可隨時基於為公眾利益而不接納任何已提交的投標書或批出標書，或基於截標時間後相關規定或情況因運作或任何原因有變，取消本招標公告的招標工作。政府就取消本招標公告招標工作所作的決定屬最終決定及不可推翻，並對投標者具有約束力。投標者無權因是次招標工作取消所引致或附帶引起的情況，向政府申索任何形式的補償。

(b) 政府有權在本招標公告的招標工作取消後就該處所重新安排招標工作。

23. (a) 本招標公告須受中華人民共和國香港特別行政區(下稱「香港」)的法律規管，並按照香港法律詮釋及執行。

(b) 投標書如獲接納，在妥為簽署或簽立租約及夾附的圖則之前，投標書連同接納書構成中標者與政府之間具有約束力的協議。上述具有約束力的協議須受香港法律規管，並按照香港法律詮釋及執行。

(c) (i) 即使本招標公告有任何相反條文，就凡因本招標公告或上述具有約束力的協議產生或與本招標公告或上述具有

約束力的協議有關的任何爭議或歧見，投標者及政府均應先行提交調解，並按當時適用的《香港特別行政區政府調解規則》調解。

- (ii) 如有關爭議或歧見不能按上文第 23(c)(i)段透過調解得到解決，投標者或政府可就有關爭議或歧見向法院提起訴訟。投標者及政府同意有關爭議或歧見將受香港法院的專屬司法管轄權管轄。

24. 即使招標公告有任何相反條文，政府保留權利，基於下述情況取消投標者的資格：投標者或其主事人(如有)已經或正在、或有理由相信已經或正在作出任何行為或活動，有可能引致或構成危害國家安全的罪行或其他罪行；或為國家安全起見或為保障香港的公眾利益、社會道德、公共秩序或公眾安全，有需要取消投標者的資格。為免生疑問，本段「作出」一詞包括但不限於協助、教唆、慫使或促致。政府就取消投標者資格所作的決定屬最終決定及不可推翻，並對投標者具有約束力。

25. 此為本招標公告及投標表格的中文譯本。如對本招標公告及投標表格的詮釋有任何疑問或爭議，當以英文本所表達的政府原意為準。

附表

1. 該處所的管理費及空調費現時合共定為每曆月港幣66,898.00元。出租人可根據租約大綱第(2)(i)條不時修訂有關費用。

2. 投標者請注意：
 - (a) 根據租約大綱的條款及條件，租期為五年，由政府產業署總產業經理指定的日期起生效。在租約期滿或提早終止時，中標者須按照租約大綱的條款及條件，向政府交還該處所並交回該處所在空置情況下的管有權，並在各方面令政府滿意；
 - (b) 根據租約大綱第(4)(g)條，在租約大綱所訂租約不論以何方式終止時，中標者無權向政府申索任何形式的補償，或要求政府重配地方；
 - (c) 租約大綱附表 3 特別條件第(2)條載有條款及條件，規管中標者的保證金存放於政府及在租約大綱所訂租約期滿或提早終止時退還上述保證金的事宜。具體而言，根據租約大綱附表 3 特別條件第(2)(a)條，中標者繳付的保證金會存放於政府，以保證租約大綱訂明的租金、管理費、空調費、電費、差餉、稅項、評稅、費用、關稅及其他支出獲如期繳付，並保證政府已經或將會就任何處所向中標者批給任何其他租約或租契或牌照的任何其他協議(下稱「其他協議」)訂明的應繳牌照費、租金、差餉、電費、管理費、稅項、評稅、關稅、費用及其他支出(統稱「款項」)獲如期繳付，以及保證中標者就租約大綱及其他協議保留和載有的各項協議、契諾、條文、條件、條款及規定，全部及個別妥為履行和遵守。根據租約大綱附表 3 特別條件第(2)(b)條，在租約大綱所訂租約期滿或提早終止時，如有欠繳租約大綱第(4)(a)條訂明的任何租金、管理費、空調費、電費、差餉、稅項、評稅、費用、關稅或支出或其任何應繳

利息，以及欠繳其他協議訂明的所有款項或其任何應繳利息，政府可把保證金用作繳付該等欠款，或如有任何違反租約大綱或其他協議所載協議、契諾、條文、條件、條款或規定的情況，政府可把保證金用作補救違反的情況(在可能範圍內)，但此舉並不影響政府可能就有關違反事項向中標者提出任何其他申索或補償，政府亦只須向中標者支付上述保證金的餘額(如有)；

- (d) 根據租約大綱附表 3 特別條件第(7)條，政府有權因任何緊急情況或其認為恰當或充分的任何其他理由，在未有事先通知中標者的情況下，在完全由其酌情認為合適的時間和持續時間內，關閉和禁止進入順利紀律部隊宿舍或該處所或其任何部分。如有這種關閉的情況，中標者無權就此申索任何補償，亦無權要求退還任何已繳付的月租、管理費、空調費或其他費用或其中任何部分；
- (e) 根據租約大綱附表 3 特別條件第(40)條，中標者須確認知悉並接納在順利紀律部隊宿舍地下入口實施的出入管制措施，時間為全年所有日子的晚上十一時至翌日上午六時；
- (f) 根據租約大綱特別條件第(41)條，中標者有權藉給予政府不少於三(3)個曆月的事先書面通知，提早終止租約大綱所訂租期，但該事先書面通知不得在租約大綱所訂租期第三(3)個曆月屆滿前給予政府；以及
- (g) 根據租約大綱附表 3 特別條件第(42)條，中標者如有意由租約大綱所訂租期屆滿當日起，以租約大綱所載的相同月租並按其所載的相同條款及條件(上述特別條件第(42)條除外)就該處所續租三年，須在租期屆滿前不少於九(9)個曆月以書面通知政府其意願。中標者妥為向政府給予上述通知後，政府須向中標者發出續租信(如上述特別條件第(42)條所界定)，續租信的格式及所載條款及條件由政府訂定，包括以下續租條件：中標者須在租約大綱所訂租期屆滿前一直妥為遵從及履行租約大綱所載中標者須遵從或履行的所有條款及條件，並在各方面令政府滿意(政府就此所作的決

定屬最終決定及不可推翻，並對中標者具有約束力)，方可獲續租。中標者須在政府指明的期間內接受和簽署續租信；續租信由中標者接受和簽署後，即構成具有約束力的續租協議。

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FORM OF TENDER

**TENDER FOR A LEASE OF THE
GOVERNMENT PROPERTY AT SHOP NO. 15 ON PODIUM LEVEL 2 OF
SHUN LEE DISCIPLINED SERVICES QUARTERS,
NO. 32 LEE ON ROAD, KWUN TONG, KOWLOON, HONG KONG
(Tender Reference No.: GPA K22522)**

Tender for a lease of the Government property situate at Shop No. 15 on Podium Level 2 of Shun Lee Disciplined Services Quarters, No. 32 Lee On Road, Kwun Tong, Kowloon, Hong Kong (hereinafter referred to as “the Premises”) as shown for identification purpose only coloured pink on the plan (Plan No. GPA K22522) annexed to the form of Lease annexed to the Tender Notice in respect of the Premises (hereinafter referred to as “the Form of Lease”) on such terms and conditions as set out in the said Tender Notice and the Form of Lease and at the fixed monthly rental specified below.

To : The Chairman,
Tender Opening Committee,
Government Logistics Department,
Ground Floor, North Point Government Offices,
333 Java Road,
North Point,
Hong Kong

I / We, _____
(name of tenderer)

of _____
(address of tenderer)

having read the said Tender Notice and the Form of Lease and examined the plan (Plan No. GPA K22522) annexed to the Form of Lease, hereby offer to rent the Premises from the Government of the Hong Kong Special Administrative Region of the People’s Republic of China (hereinafter referred to as “the Government”) at a **FIXED** monthly rental of Hong Kong Dollars _____ only (HK\$ _____) (exclusive of rates, management fees, air-conditioning charges, electricity charges and any other charges and outgoings whatsoever) for a term of five years commencing on such date to be specified by the Chief Property Manager, Government Property Agency subject to the provisions for renewal for a further term of three years as stipulated in Special Condition No. (42) under the Third Schedule to the Form of Lease and on such terms and conditions as set out in the said Tender Notice and the Form of Lease.

2. If this tender is accepted, then until the Lease and the plan annexed thereto are duly signed or executed, this tender together with the written acceptance thereof shall constitute a binding agreement between me / us and the Government. I / We agree that the said binding agreement shall be governed by and construed and enforced in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China (hereinafter referred to as "Hong Kong"), and I / we agree, notwithstanding anything to the contrary herein, I / we and the Government shall first refer any dispute or difference arising out of or in connection with this Tender Notice, the Form of Lease or the said binding agreement to mediation in accordance with The Government of the Hong Kong Special Administrative Region Mediation Rules prevailing at the time; and if the said dispute or difference is not settled by mediation, I / we or the Government may institute litigation in respect of the said dispute or difference. I / We and the Government agree that the courts of Hong Kong shall have exclusive jurisdiction in respect of the said dispute or difference.

3. A **CASHIER'S ORDER** for Hong Kong Dollars _____ only (HK\$ _____), which is equivalent to one month's rent tendered as mentioned in Paragraph 7 of the said Tender Notice, issued by a bank (being a bank duly licensed under Section 16 of the Banking Ordinance (Cap. 155)) made payable to "**The Government of the Hong Kong Special Administrative Region**" is forwarded herewith as part payment of the security deposit if my / our tender is accepted. / A **CHEQUE** for Hong Kong Dollars _____ only (HK\$ _____), which is equivalent to one month's rent tendered as mentioned in Paragraph 7 of the said Tender Notice, **certified good for payment** up to the 16th day of August 2025 by the bank on which it is drawn (being a bank duly licensed under Section 16 of the Banking Ordinance (Cap. 155)) made payable to "**The Government of the Hong Kong Special Administrative Region**" is forwarded herewith as part payment of the security deposit if my / our tender is accepted.

4. I / We understand that the Government reserves the right to negotiate with any tenderer about the terms and conditions of the offer pursuant to Paragraph 2 of the said Tender Notice and the use of the Premises is restricted to the purposes as set out in the First Schedule to the Form of Lease.

5. (a) **I / We understand that the Government reserves the right to disclose the identity of the successful tenderer and its holding company (if any) and to announce the tender results in accordance with Paragraph 9(d) of the said Tender Notice.**
- (b) **I / We consent that the Government and its officers may use the data collected pursuant to Paragraph 19(a) of the said Tender Notice together with any information of my / our performance or breach of any terms and conditions of the tenancy of any Government sites or premises, whether past, current or future, for consideration of this tender by the Government, and the Government Property Agency may use**

the data and information for such purpose and may transfer the data and information to other Government departments to be used for such purpose; and that the data and information may also be used for consideration of other tenders by the Government at any time, and that the data and information may be used by the Government Property Agency for such purpose and may be transferred to other Government departments to be used for such purpose.

- (c) I / We also confirm that for the avoidance of doubt and for the purposes of the Personal Data (Privacy) Ordinance (Cap. 486) or otherwise, the provisions in Paragraph 19 of the said Tender Notice and the provisions in Paragraph 5 of this Form of Tender including the consent stated therein shall remain in full force and effect notwithstanding that this tender is not accepted by the Government. Where the tender is accepted by the Government, the said provisions and consent shall survive the execution of the Lease and the lease, and shall remain in full force and effect notwithstanding the expiry or termination of the lease.**

6. I / We agree to keep my / our offer open for acceptance by the Government until the 16th day of August 2025 and to be bound by the terms and conditions of the said Tender Notice.

7. (a) I / We warrant that up to the date hereof, other than the Excepted Communications referred to in Paragraph 7(c) hereof, I / we and my / our directors, employees and agents had not:

- (i) communicated to any person the amount of the rent tendered;
- (ii) adjusted the amount of the rent tendered by arrangement with any person;
- (iii) made any arrangement with any person about whether or not I / we or that other person should or should not tender; or
- (iv) otherwise colluded with any person in any manner whatsoever.

(b) I / We warrant that at any time hereinafter until the tender is awarded, other than the Excepted Communications, I / we and my / our directors, employees and agents will not:

- (i) communicate to any person other than the Government Property Agency the amount of rent tendered;
- (ii) adjust the amount of rent tendered by arrangement with any person;
- (iii) make any arrangement with any person about whether or not I / we or that other person should or should not tender; or

- (iv) otherwise collude with any person in any manner whatsoever.
- (c) The expression “Excepted Communications” means my / our directors’, employees’ and agents’ communications in strict confidence with:
 - (i) my / our own insurers or brokers to obtain an insurance quotation for computation of the rent tendered; and
 - (ii) my / our consultants or sub-contractors to solicit their assistance in preparation of tender submission.

Dated the _____ day of _____ 2025.

In case of sole proprietorship or partnership, the sole proprietor or all partners must sign:

Name(s) of sole proprietor / partners	Signature

OR In case of corporate body:

Name of tenderer (in block letters): _____

Name of authorized officer(s) and their respective positions (in block letters):

Signed by the abovementioned authorized officer(s) for and on behalf of the tenderer:

(with company chop)

Information of tenderer

(If the tenderer is a person trading as a firm or business in sole proprietorship or are persons trading as a firm or business in partnership, Part A should be completed. If the tenderer is a corporate body, Part B should be completed. If the tenderer acts as an agent, Part C should be completed in addition to Part A or Part B, as the case may be.)

Part A (Please read the note below before completing this Part)

*In the case of a sole proprietorship, this tender must be made in the name of the sole proprietor. In the case of a partnership, the tender must be made in the names of all the partners. A copy of the **valid** Business Registration Certificate as well as Certified Extracts of Information on the Business Register from the Commissioner of Inland Revenue containing the name of the sole proprietor or the names of all the partners, as the case may be, of an unincorporated firm or business should be enclosed with this Form of Tender.*

Sole proprietor / all partners:

1.

Name (in block letters)	HKIC No.
Telephone / Mobile / Fax No. / /	Email Address
Residential Address	

2.

Name (in block letters)	HKIC No.
Telephone / Mobile / Fax No. / /	Email Address
Residential Address	

3.

Name (in block letters)	HKIC No.
Telephone / Mobile / Fax No. / /	Email Address
Residential Address	

4.

Name (in block letters)	HKIC No.
Telephone / Mobile / Fax No. / /	Email Address
Residential Address	

trading in the Hong Kong Special Administrative Region of the People's Republic of China under the name of:

Name of firm / business: _____

Address of firm / business: _____

Business Registration Number: _____

Part B (Please read the note below before completing this Part.)

*A copy each of the **valid** Business Registration Certificate, the Certificate of Incorporation, the Articles of Association, the Incorporation Form (where the first Annual Return of the Corporation has not been filed with the Companies Registry as at the date of tender submission), the latest Annual Return (if any), Notice of Change of Company Secretary and Director (if any) and Notice of Change in Particulars of Company Secretary and Director (if any) filed with the Companies Registry giving details of its current shareholders and directors of the company should be enclosed with this Form of Tender. The original copies of the above documents must be produced for inspection on demand. Please also refer to Paragraphs 9 and 10 of the said Tender Notice.*

Company Number: _____

Registered Office of tenderer: _____

Business Registration Number: _____

Name of contact person (in block letters): _____

Telephone No.: _____ Facsimile No.: _____

Email Address: _____

Name of holding company (if applicable): _____

Address of holding company (in block letters): _____

Name of contact person (in block letters): _____

Telephone No.: _____ Facsimile No.: _____

Email Address: _____

Part C (Please read the note below before completing this Part.)

A copy of the relevant agency agreement or written confirmation from the tenderer's principal to represent it as its agent for the submission of the tender to the Government and matters incidental thereto should be enclosed with this Form of Tender. The original copy of the above document must be produced for inspection on demand. Please also refer to Paragraph 9(b) of the said Tender Notice.

Name of principal:

Address of principal (in block letters): _____

Name of contact person (in block letters): _____

Email Address: _____

Provision of Personal Data

The personal data collected by means of this Form of Tender will be used and may be disclosed to other Government departments as set out in Paragraph 19 of the said Tender Notice and Paragraph 5 of this Form of Tender. Individuals who wish to access to or correct his personal data in this Form of Tender pursuant to the Personal Data (Privacy) Ordinance (Cap. 486) are requested to contact the Personal Data (Privacy) Officer of the Government Property Agency at the address referred to in Paragraph 20 of the said Tender Notice.

- End of the Form of Tender -

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投標表格

投標承投香港九龍觀塘利安道 32 號
順利紀律部隊宿舍第二層平台第 15 號鋪位的
政府物業租用權

(招標編號：GPA K22522)

現按照前述的招標公告及其夾附租約大綱(下稱「租約大綱」)所臚列的條款及條件，並以下文指明的固定月租，就位於香港九龍觀塘利安道 32 號順利紀律部隊宿舍第二層平台第 15 號鋪位的政府物業(下稱「該處所」)租用權遞交投標書。該處所的位置於租約大綱夾附的圖則(圖則編號：GPA K22522)內以粉紅色標示，以資識別。

致：香港北角
渣華道 333 號
北角政府合署地下
政府物流服務署
開標委員會主席

本人 / 我們

(投標者姓名或名稱)

地址為

(投標者地址)

經細讀前述的招標公告及租約大綱，並審閱租約大綱夾附的圖則(圖則編號：GPA K22522)，現建議按照該招標公告及租約大綱所臚列的條款及條件，以 **固定** 月租港幣 _____ 元正 (HK\$ _____)(不包括差餉、管理費、空調費、電費及任何其他費用及支出)，向中華人民共和國香港特別行政區政府(下稱「政府」)承租該處所。租期為五年，由政府產業署總產業經理指定的日期起生效，並可按租約大綱附表 3 特別條件第(42)條訂明的規定續租三年。

2. 本投標書如獲接納，在妥為簽署或簽立租約及夾附的圖則之前，本投標書連同接納書構成本人 / 我們與政府之間具有約束力的協議。本人 / 我們同意，上述具有約束力的協議須受中華人民共和國香港特別行政區(下稱「香港」)的法律規管，並按照香港法律詮釋及執行。本人 / 我們同意即使本招標公告有任何相反條文，就凡因本招標公告、租約大綱或上述具有約束力的協議產生或與本招標公告、租約大綱或上述具有約束力的協議有關的任何爭議或歧見，本人 / 我們及政府均應先行提交調解，並按當時適用的《香港特別行政區政府調解規則》調解；以及如有關爭議或歧見不能透過調解得到解決，本人 / 我們或政府可就有關爭議或歧見向法院提起訴訟。本人 / 我們及政府同意有關爭議或歧見將受香港法院的專屬司法管轄權管轄。

3. 現按前述招標公告第 7 段所述，附上港幣 _____ 元正(HK\$ _____)(相等於一個月建議租金)的銀行本票，支付予「香港特別行政區政府」，付款銀行為根據《銀行業條例》(第 155 章)第 16 條的規定獲妥為發牌的銀行。本人 / 我們的投標書如獲接納，該筆款項將用以繳付部分保證金。 / 現按前述招標公告第 7 段所述，附上港幣 _____ 元正(HK\$ _____)(相等於一個月建議租金)的支票，支付予「香港特別行政區政府」，經付款銀行(根據《銀行業條例》(第 155 章)第 16 條的規定獲妥為發牌的銀行)核證為有效，保證直到二零二五年八月十六日可獲兌現。本人 / 我們的投標書如獲接納，該筆款項將用以繳付部分保證金。

4. 本人 / 我們明白，政府保留權利，可按前述招標公告第 2 段所述，與任何投標者商議批出租約的條款及條件，以及該處所只限作租約大綱附表 1 所註明的用途。

5. (a) 本人 / 我們明白，政府保留權利，可按前述招標公告第 9(d) 段所述，披露中標者及其控權公司(如有)的身分，並公布招標結果。

(b) 本人 / 我們同意，政府及其人員可使用依據前述招標公告第 19(a) 段所收集的資料，以及有關本人 / 我們過往、現在或將來履行或違反任何政府土地或處所租約條款及條件的資料，供政府用於考慮本投標書；政府產業署可使用該等資料作該用途，並可轉交其他政府部門作該用途；本人 / 我們

亦同意，該等資料可在任何時間供政府用於考慮其他投標書，並可供政府產業署作該用途，或轉交其他政府部門作該用途。

- (c) 本人 / 我們亦確認，為免生疑問及就《個人資料(私隱)條例》(第 486 章)或其他方面而言，前述招標公告第 19 段及本投標表格第 5 段所載規定，包括當中所聲明的同意，即使本投標書不獲政府接納，仍繼續具有十足效力及作用。如投標書獲政府接納，上述規定及同意在租約簽立後及在租期過後仍然有效，並且儘管有關租約期滿或終止，仍繼續具有十足效力及作用。

6. 本人 / 我們同意，直到二零二五年八月十六日為止，政府可隨時接納本人 / 我們的投標書；本人 / 我們並須受前述招標公告的條款及條件約束。

7. (a) 本人 / 我們保證，截至本日，除下文第 7(c)段所指的豁免通訊外，本人 / 我們和本人 / 我們的董事、僱員及代理人並沒有：

(i) 向任何人傳達建議租金的款額；

(ii) 與任何人訂立安排調整建議租金的款額；

(iii) 與任何人就本人 / 我們或該其他人應否投標訂立任何安排；或

(iv) 在其他方面以任何方式與任何人串通。

(b) 本人 / 我們保證，由本日至標書批出期間的任何時間，除豁免通訊外，本人 / 我們和本人 / 我們的董事、僱員及代理人不會：

(i) 向政府產業署以外的任何人傳達建議租金的款額；

(ii) 與任何人訂立安排調整建議租金的款額；

- (iii) 與任何人就本人 / 我們或該其他人應否投標訂立任何安排；或
 - (iv) 在其他方面以任何方式與任何人串通。
- (c) 「豁免通訊」一詞指本人 / 我們的董事、僱員及代理人：
- (i) 為索取保險報價以計算建議租金而向本人 / 我們的承保人或保險經紀發出受嚴格保密的通訊；以及
 - (ii) 為獲得本人 / 我們的顧問或分判商協助擬備投標書而向他們發出受嚴格保密的通訊。

日期：二零二五年 ____月 ____日

投標者如屬獨資經營或合夥，獨資經營人或全體合夥人必須於下表簽署：

獨資經營人 / 合夥人姓名	簽署

或 投標者如屬法團：

投標者姓名 / 名稱(請用正楷填寫)： _____

(各)獲授權人姓名及其職位(請用正楷填寫)：

為及代表投標者的上述(各)獲授權人簽署：

(蓋上公司印章)

投標者資料

(投標者如屬獨資或合夥經營商號或業務人士，須填寫 A 部。投標者如屬法團，則須填寫 B 部。投標者如以代理人身分行事，除須填寫 A 部或 B 部(視屬何情況而定)外，亦須填寫 C 部。)

A 部 (填寫本部前，請先閱讀以下附註。)

投標者如屬獨資經營，本投標書必須以獨資經營人的名義填寫；如屬合夥，則須以全體合夥人的名義填寫。並非法團的商號或業務，須隨本投標表格付上有效商業登記證副本，以及由稅務局局長發出載有該商號或業務獨資經營人或全體合夥人(視屬何情況而定)姓名的商業登記冊內資料摘錄核證本。

獨資經營人 / 全體合夥人：

1.

姓名(請用正楷填寫)	香港身份證號碼
電話 / 流動電話 / 傳真號碼 / /	電郵地址
住址	

2.

姓名(請用正楷填寫)	香港身份證號碼
電話 / 流動電話 / 傳真號碼 / /	電郵地址
住址	

3.

姓名(請用正楷填寫)	香港身份證號碼
電話 / 流動電話 / 傳真號碼 / /	電郵地址
住址	

4.

姓名(請用正楷填寫)	香港身份證號碼
電話 / 流動電話 / 傳真號碼 / /	電郵地址
住址	

在中華人民共和國香港特別行政區以下列名稱經營業務：

商號 / 業務名稱： _____

商號 / 業務地址： _____

商業登記號碼： _____

B 部 (填寫本部前，請先閱讀以下附註。)

投標者須隨本投標表格附上以下文件副本各一份：**有效商業登記證**、**公司註冊證明書**、**組織章程細則**、**法團成立表格**(如在遞交投標書當日仍未把法團的首份周年申報表送交公司註冊處存檔)，以及送交公司註冊處存檔載有公司全部現任股東及董事詳情的最近期周年申報表(如有)、**更改公司秘書及董事通知書**(如有)，以及**更改公司秘書及董事詳情通知書**(如有)。投標者必須在當局提出要求時，出示上述文件正本，以供查閱。此外，請參閱前述招標公告第 9 及 10 段。

公司編號： _____

投標者註冊辦事處： _____

商業登記號碼： _____

聯絡人姓名(請用正楷填寫)： _____

電話號碼： _____ 傳真號碼： _____

電郵地址： _____

控權公司名稱(如適用)： _____

控權公司地址(請用正楷填寫)： _____

聯絡人姓名(請用正楷填寫)： _____

電話號碼： _____ 傳真號碼： _____

電郵地址： _____

C 部 (填寫本部前，請先閱讀以下附註。)

投標者須隨本投標表格附上相關代理協議副本或由投標者的主事人發出的確認書副本，以證明投標者以代理人身分代表該主事人向政府遞交投標書，以及處理附帶事宜。投標者必須在當局提出要求時，出示上述文件正本，以供查閱。此外，請參閱前述招標公告第 9(b)段。

主事人姓名 / 名稱：

主事人地址(請用正楷填寫)：

聯絡人姓名(請用正楷填寫)：

電郵地址：

提供個人資料

藉本投標表格收集的個人資料，會按前述招標公告第 19 段及本投標表格第 5 段所述般使用，並可能向其他政府部門披露。如欲根據《個人資料(私隱)條例》(第 486 章)查閱或改正本投標表格內所填報的個人資料，請按前述招標公告第 20 段所載的地址，與政府產業署的個人資料(私隱)主任聯絡。

投標表格

- 完 -

這是空白頁

A LEASE made this day of Two Thousand
and BETWEEN the Chief Executive on behalf of the Government
of the Hong Kong Special Administrative Region of the People's Republic of China
care of the Government Property Agency, 9th Floor, South Tower, West Kowloon
Government Offices, No. 11 Hoi Ting Road, Yau Ma Tei, Kowloon, Hong Kong
(hereinafter referred to as "the Lessor") of the one part
and

(hereinafter referred to as
"the Lessee") of the other part WHEREBY IT IS AGREED AS FOLLOWS:

(1) THE LESSOR LETS AND THE LESSEE TAKES
from the day of 20 ALL THOSE premises being Shop No.
15 on Podium Level 2 of the building known as Shun Lee Disciplined Services
Quarters, No. 32 Lee On Road, Kwun Tong, Kowloon, Hong Kong (which building
is hereinafter referred to as "the Building") having a total floor area of 395 square
metres or thereabouts and shown for identification purposes only coloured PINK
on the plan (Plan No. GPA K22522) annexed hereto (which premises are
hereinafter referred to as "the Premises") TOGETHER WITH the right in common
with the Lessor and other tenants and occupiers of the Building to use all such
entrance ways, stairways, lifts, escalators, passageways and landings (if any) in the
Building for the purpose of obtaining access to and egress from the Premises so far
as the same are necessary for the proper use and enjoyment of the Premises subject
to the rights of the Lessor from time to time to restrict such use EXCEPTING AND
RESERVING unto the Lessor and other tenants and occupiers of the Building the
right in common with the Lessee to use all such entrance ways, stairways, lifts,
escalators, passageways and landings (if any) forming part of the Premises as may
be necessary for the purpose of obtaining access to and egress from the remainder
of the Building TO HAVE AND TO HOLD the Premises unto the Lessee for the
term as specified in the First Schedule hereto at the rent as specified in the Second
Schedule hereto and for the purposes as specified in the First Schedule hereto and
on such terms and conditions as are hereinafter contained.

- (2) THE LESSEE HEREBY AGREES WITH THE LESSOR as follows:
- (a) To pay the said rent on the days and in the manner as specified in the Second Schedule hereto.
 - (b) Not to use or permit or suffer the use of the Premises or any part thereof for any purpose other than such purposes as specified in the First Schedule hereto.
 - (c) To observe and comply with all laws and regulations of the Hong Kong Special Administrative Region of the People's Republic of China (hereinafter referred to as "Hong Kong") in his use and occupation of the Premises.
 - (d) Not to make any alteration or addition (whether structural or otherwise) to the Premises or to the electrical and communication wiring and other installations or the Lessor's other fixtures and fittings nor to install any plant equipment apparatus or machinery within the Premises (other than the equipment used solely for the operation of the Business as defined in sub-clause (j) hereof) without the prior written consent of the Lessor and the Director of Architectural Services (hereinafter referred to as "the Director") therefor.
 - (e) (i) To make such arrangements for the supply of electricity, gas, mains water and other utility services to the Premises as the Lessee shall require and to pay all charges in connection therewith including the cost of installation, maintenance, repair and replacement thereof and, on termination of this Lease, the cost of dismantling all pipes, conduits, wires, cables, meters, switches and any other apparatus ancillary thereto PROVIDED THAT the Lessee shall have no claim whatsoever against the Lessor in the event of his

failure to obtain any of such supply for any reason whatsoever; and

- (ii) To make his own arrangements for the installation of telephones within the Premises and pay all charges in connection therewith, but any installation of telephone lines outside the Premises must be subject to the prior written approval of the Lessor PROVIDED THAT the Lessee shall have no claim whatsoever against the Lessor in the event of the Lessee's failure to obtain installation of the telephones for any reason whatsoever;

- (f) To repair or replace if so required by the appropriate company or authority under the Electricity Ordinance (Cap. 406) or any regulations made thereunder or any amendment thereto or re-enactment thereof all the electricity wiring installations and fittings within the Premises and the wiring from the Lessee's meter or meters to and within the Premises at the Lessee's own expense.

- (g) To pay all charges in respect of electricity, telephone, gas, mains water and any other utilities and services supplied to the Premises.

- (h) To pay and discharge punctually all existing and future rates, taxes, assessments, charges, duties and any other outgoings whatsoever (Government rent excepted) which are now or during the term of the lease hereby created shall be imposed, assessed or charged upon the Premises or any part thereof or upon the Lessee in respect thereof.

- (i) To pay to the Lessor the management fees and the air-conditioning charges in respect of the Premises in advance on

the first day of each calendar month during the term of the lease hereby created in the sum of Hong Kong Dollars Sixty Six Thousand Eight Hundred Ninety Eight (\$66,898.00) per calendar month PROVIDED THAT the Lessor shall be entitled from time to time to serve notice upon the Lessee increasing or revising the management fees and the air-conditioning charges and the Lessee shall pay the increased or revised management fees and air-conditioning charges as from the date stated in the said notice, which said notice shall be final, conclusive and binding on the Lessee. The first of such payments shall be made upon the signing or execution of this Lease.

- (j) Without prejudice to Clause (2)(c) hereof, to observe and comply with all Ordinances (including but not limited to the Town Planning Ordinance (Cap. 131) and the Buildings Ordinance (Cap. 123)), regulations, bye-laws, rules and requirements of any Government department or other competent authority relating to the use and occupation of the Premises or to any other act, deed, matter or thing done, permitted, suffered or omitted to be done therein or thereon by the Lessee or any employee, agent, contractor, invitee or licensee of the Lessee and without prejudice to the foregoing at the Lessee's own expense to obtain any licence, approval or permit required by any Government department or other competent authority in connection with the Lessee's use or occupation of the Premises prior to the commencement of the business on the Premises (hereinafter referred to as "the Business") and to maintain the same in force at the Lessee's own expense during the term of the lease hereby created and to indemnify and keep indemnified the Lessor from and against all actions, costs, claims, demands, losses, damages whatsoever arising out of or in connection with the non-observance of and non-compliance with this provision. The

Lessor shall accept no responsibility with or liability for any losses or costs caused to or suffered by the Lessee in the event of his failure to obtain any requisite licence, approval, permit, consent or waiver from Government departments or other competent authority relating to his use or occupation of the Premises.

- (k) To permit the Lessor and its officers, servants, agents, contractors, its or their workmen and any other persons authorized by the Lessor (hereinafter collectively referred to as “the authorized persons”) at all reasonable times with or without appliances to enter upon the Premises:
 - (i) to view the condition and state of repair thereof and in the event of there being any defects or want of repair or maintenance or any other work required to be carried out by the Lessee under this Lease then and there found, the Lessor may give notice in writing to the Lessee and the Lessee shall within one (1) calendar month of such notice (or such other period as may be specified in such notice) repair and make good the same at the Lessee’s own expense in accordance with such notice and the Lessee’s obligations in that behalf herein contained. In the event of the Lessee failing to comply with the said notice, the Lessor may carry out and complete the works required and the Lessee shall pay to the Lessor the costs of such works incurred by the Lessor, and such costs if unpaid on the due date as specified by the Lessor shall carry interest at the rate of two per centum (2%) per annum above the prevailing Best Lending Rate of The Hongkong and Shanghai Banking Corporation Limited and together they shall be a debt due from the Lessee to the Lessor, and be forthwith recoverable by action (it being agreed

and declared that a certificate under the hand of the Lessor as to the costs of any such works shall be final and conclusive and shall be binding on the Lessee);

- (ii) to inspect the Premises and to ascertain that there is no breach of or failure to observe any of the terms and conditions herein contained; and
- (iii) to take inventories of the fixtures, fittings, furniture and equipment therein and to carry out any works or repair as may be required to be done to the Premises or to any adjoining premises belonging to the Lessor.

PROVIDED THAT in the event of an emergency, the Lessor or the authorized persons may enter the Premises without notice and forcibly, if necessary, without being liable to the Lessee for any damage or loss.

- (l) Not to assign, mortgage, charge, demise, sublet, underlet, share or part with the possession of or otherwise dispose of the Premises or any part thereof or any structure or structures thereon or any interest therein or enter into any agreement so to do.
- (m) (i) Not to use or cause, permit or suffer the use of the Premises or any part thereof for gambling or for any illegal, improper or immoral purposes or for any purposes of whatsoever kind connected or associated in any way which affects the images of the Government of Hong Kong (hereinafter referred to as "the Government") and the decision and determination of the Lessor as to what constitutes gambling, illegal, improper or immoral purposes and what affects the images of the Government shall be

final, conclusive and binding on the Lessee;

- (ii) Not to do anything, or cause, permit or suffer anything to be done, at any time in or upon the Premises or any part thereof which may be against the laws or regulations of Hong Kong or which in the opinion of the Lessor may be or become a nuisance or annoyance or injurious or dangerous to health or may cause danger, damage or inconvenience to the Lessor or to the other tenants, owners or occupiers of the Building or any adjoining or neighbouring lot, lots or premises.

- (n) To indemnify and keep indemnified the Lessor, its officers, contractors, workmen and the authorized persons from and against all actions, proceedings, suits, liabilities, costs, claims, demands, expenses and losses (whether financial or otherwise) whatsoever and howsoever brought, incurred or taken in respect of any damage, injury, loss or costs (including but not limited to any legal expenses that may be incurred by the Lessor or that may be awarded against the Lessor or that the Lessor agrees to pay) or anything that the Lessor may be obliged to do arising directly or indirectly out of any breach of the terms and conditions of this Lease or out of or in connection with the possession, occupation or use of the Premises by the Lessee including but not limited to:
 - (i) all liabilities arising out of the negligence of any person not a party to this Lease; and

 - (ii) all liabilities on the part of the Lessor under the Occupiers Liability Ordinance (Cap. 314), any regulations made thereunder and any amending legislation.

- (o) (i) At the Lessee's own expense to insure and keep insured at all times during the term of the lease hereby created the Premises and all fixtures and fittings therein with insurers previously approved by the Lessor in writing in the name of the Lessee with the interest of the Lessor noted on the policy and with the policy containing such provisions for the protection of the Lessor as the Lessor may reasonably require to avoid the interests of the Lessor being prejudiced by any act, neglect, or default of the Lessee or of any employee, contractor, agent, workman, or of any other occupier, or any licensee or invitee of the Lessee, against loss or damage or costs (including but not limited to any legal expenses that may be incurred by the Lessor or that may be awarded against the Lessor or that the Lessor agrees to pay) or anything that the Lessor may be obliged to do arising directly or indirectly out of or in connection with the possession, occupation or use of the Premises by the Lessee, including but not limited to damage or loss by fire, civil commotion, explosion, earthquake, subsidence, landslip, heave, collision by aircraft or parts of aircraft, articles dropped therefrom, flood, storm, lightning, burst pipes, power supply failure, damage due to any malfunction of any sprinkler system or due to any break, rupture, or any leakage in any sprinkler system, theft, malicious damage, costs of removal of graffiti, impact, and such other risks and contingencies as the Lessor may from time to time require to the full replacement value or reinstatement cost from time to time including 'architects', 'surveyors', 'engineers' and any other professional fees, including demolition charges (if any) with full provision for estimated inflation and loss of rent throughout the term of the

lease hereby created, and, for sufficient cover against the death of or personal injury to or illness or disease contracted by any person and loss or damage or legal costs suffered or paid by any person in connection with the possession, occupation or use of the Premises by the Lessee; and

- (ii) To duly pay all premiums or other moneys necessary for effecting and keeping up the policy or policies of insurance as required under sub-clause (o)(i) hereof before the same become due and to produce to the Lessor the said policy or policies of such insurance and proof of such payments within seven (7) days of the premium or premiums becoming due failing which the Lessor may take out or renew such policy or policies of insurance in any sum the Lessor may deem expedient; all moneys expended by the Lessor under this provision shall be reimbursed by the Lessee on demand and shall bear interest at the rate of two per centum (2%) per annum above the prevailing Best Lending Rate of The Hongkong and Shanghai Banking Corporation Limited from the date of payment by the Lessor PROVIDED THAT all moneys received or to be received by virtue of any insurance relating to the Premises maintained or effected by the Lessee (whether or not in pursuance of the obligations herein) are hereby charged to and shall be paid to the Lessor (or if not paid by the insurers directly to the Lessor shall be held on trust for the Lessor) and shall at the option of the Lessor be applied in replacing, restoring, repairing or reinstating the Premises or any part thereof, fixtures, fittings or other assets destroyed, damaged or lost (any deficiency being made good by the Lessee) AND PROVIDED FURTHER THAT

should any policy of insurance be rendered void or should any liability on the part of any insurer be avoided due to the act, neglect or default of the Lessee or any employees, contractors, agents, workmen or any other occupiers or any licensees or invitees of the Lessee, the Lessee shall at his own expense, replace, restore, repair or reinstate the Premises and any fixtures, fittings or other assets therein in all respects to the satisfaction of the Lessor. Should the Lessee fail to perform his obligations as above, it shall be lawful for the Lessor and the authorized persons to enter upon the Premises to carry out such works as the Lessor considers necessary and expedient to remedy such failure. The costs of all such works shall be payable by the Lessee to the Lessor on demand. It being agreed and declared that a certificate under the hand of the Lessor as to the costs of any such works shall be final, conclusive and binding on the Lessee.

- (p) Not to do or permit or suffer to be done anything whereby the policy or policies of insurance on the Premises against the risks referred to in Clause (2)(o) hereof may become void or voidable.
- (q) To be liable for any act, default, negligence or omission of the Lessee's contractors, employees, workmen, agents, occupiers, visitors, invitees or licensees as if it were the act, default, negligence or omission of the Lessee and to indemnify and keep indemnified the Lessor from and against all costs, claims, demands, expenses or liabilities (whether financial or otherwise) to any third party in connection therewith.
- (r) If so required by the Lessor at the expiration or sooner

determination of the lease hereby created, to demolish and remove at the Lessee's own expense and in all respects to the satisfaction of the Lessor all alterations and additions made to the Premises and all fixtures, fittings, installations, structures, plant, equipment, apparatus and machinery then standing on or forming part of the Premises without any compensation therefor being paid by the Lessor to the Lessee and at the Lessee's own expense to reinstate and make good any damage to the Premises and the Building resulting from such demolition, removal and reinstatement works. If the Lessee fails to carry out any such works in all respects to the satisfaction of the Lessor as required under this Clause (2)(r), the Lessor may carry out the same and recover the costs so incurred from the Lessee, and such costs if unpaid on the due date as specified by the Lessor shall carry interest at the rate of two per centum (2%) per annum above the prevailing Best Lending Rate of The Hongkong and Shanghai Banking Corporation Limited and together they shall be a debt due from the Lessee to the Lessor, and be forthwith recoverable by action (it being agreed and declared that a certificate under the hand of the Lessor as to the costs of any such works shall be final and conclusive and shall be binding on the Lessee).

- (s) To maintain and keep at the Lessee's expense and in all respects to the satisfaction of the Lessor the Premises, all structures thereon, and all fixtures therein and all additions thereto (except trade fixtures) in good and tenantable repair and condition and subject to Clause (2)(r) hereof so to hand over the same to the Lessor at the expiration or sooner determination of this Lease.
- (t) To accept the Premises in such state and condition as existing on the date on which possession of the Premises is given.

- (u) To perform and observe the Lessee's obligations contained in this Lease including the Special Conditions set out in the Third Schedule hereto.

(3) THE LESSOR HEREBY AGREES WITH THE LESSEE as follows:

To permit the Lessee upon his duly paying the rent, management fees, air-conditioning charges and other charges hereby reserved and observing and performing the obligations on his part herein contained to have quiet possession and enjoyment of the Premises without any interruption by the Lessor or anyone lawfully claiming under or through or in trust for the Lessor until such time as this Lease is determined.

(4) IT IS HEREBY AGREED BY AND BETWEEN THE LESSOR AND THE LESSEE as follows:

- (a) That in case the rent, management fees, air-conditioning charges or other charges hereby reserved or any part thereof payable by the Lessee shall be in arrears and unpaid for twenty-one (21) days next after the same shall have become due (whether formally demanded or not), or if there is any breach, non-performance or non-observance of any of the terms and conditions to be performed or observed by and on the part of the Lessee herein contained or if the Lessee shall become bankrupt or, being a company, shall enter into liquidation whether compulsory or voluntary, or shall enter into any composition with his creditors or suffer any distress or execution to be levied upon his goods, then, and in any of the said cases, it shall be lawful for the Lessor at any time thereafter to re-enter upon the Premises or any part thereof in the name of the whole, and thereupon this Lease shall

absolutely determine, but without prejudice to any right of action of the Lessor in respect of any antecedent breach, non-performance or non-observance of the said terms and conditions and in the event of such re-entry the rent, management fee, air-conditioning charges and other charges already paid or any part thereof shall not be refunded and no compensation whatsoever shall be payable to the Lessee by the Lessor PROVIDED THAT without prejudice to the Lessor's rights hereinbefore contained in the event of the rent, management fees, air-conditioning charges or other charges hereby reserved or any part thereof not being paid on the due date or dates for payment thereof (whether formally demanded or not) the Lessee shall pay interest to the Lessor on such amount of the rent, management fees, air-conditioning charges or other charges hereby reserved as is unpaid on the due date or dates calculated from the day immediately following such due date or dates until payment of all rent, management fees, air-conditioning charges or other charges due and interest thereon have been paid by the Lessee to the Lessor, such interest to be at a rate of two per centum (2%) per annum above the prevailing Best Lending Rate of The Hongkong and Shanghai Banking Corporation Limited.

- (b) That the lease hereby created is (without prejudice to the terms and conditions hereof) subject also to the Special Conditions contained in the Third Schedule hereto.

- (c) That if the Premises or any part thereof are rendered unfit for occupation and use by fire, storm, wind, water, typhoon, defective construction, white ants, termites, earthquake, act of God or any other calamity beyond the control of the Lessor and not attributable to any failure of the Lessee to observe and carry out his obligations herein contained, the rent or a part thereof proportionate to the extent to which the Premises shall

have been so rendered unfit for occupation and use shall abate and cease to be payable as from the date of occurrence of such event or destruction or damage until the Premises or such part thereof shall have been again rendered fit for occupation and use but except as aforesaid, no compensation shall be payable by the Lessor to the Lessee PROVIDED ALWAYS THAT the Lessor shall not be required to reinstate the Premises or any part thereof if by reason of their condition or any Ordinances or regulations or other circumstances beyond the control of the Lessor it is not in the Lessor's opinion practicable or reasonable so to do in which circumstances the lease hereby created shall be determined without any compensation payable to the Lessee.

- (d) That the Lessor does not warrant, represent or undertake that the Premises are fit or suitable for any particular purpose, use, trade or business whatsoever and the Lessee shall at his own expense obtain all requisite licence(s), permit(s), consent(s), waiver(s) or approval(s) from relevant Government departments or other competent authorities or the manager of the Building in connection with the use and occupation of the Premises prior to the commencement of the Business and shall in all respects comply with the agreements, conditions, terms and stipulations herein contained.
- (e) That the Lessor gives no warranty or representation whatsoever as to the state and condition of the Premises (including but not limited to any mechanical and electrical installations, appliances and equipment installed within the Premises) and shall accept no responsibility or liability for any damage, nuisance, loss or disturbance caused to or suffered by the Lessee, occupiers or visitors of and to the Premises arising out of or in connection therewith and all or any structural defects of the Premises.

- (f) That no compensation shall be payable by the Lessor to the Lessee in respect of any loss or damage caused to the Lessee or others by reason of any of the following:
 - (i) any water flowing on to the Premises or fire or landslip or subsidence on, or to, or of, or from the Premises;
 - (ii) any default, breakage, interruption or failure in the supply of electricity, water, air-conditioning or other utilities to the Building and the Premises, or any defect in or breakdown or suspension of the lifts, escalators, air-conditioning plant or other facilities of the Building, or the leakage to the Premises; or
 - (iii) any other causes beyond the control of the Lessor.

- (g) That on termination of this Lease in whatsoever manner the Lessee shall have no right whatsoever to claim compensation in any form or re-provisioning of accommodation from the Lessor.

- (h) That the benefit of this Lease is personal to the Lessee and not assignable or transferable and the rights given in and the benefits of this Lease may only be exercised by the Lessee and, without in any way limiting the generality of the foregoing, any of the following acts and events shall be deemed to be a breach of this sub-clause:
 - (i) in the case of a Lessee which is a body corporate, any take-over, reconstruction, amalgamation, merger, voluntary liquidation or change in the person who owns a majority of its voting shares or who otherwise

has or have effective control thereof;

- (ii) in the case of a Lessee which is a partnership, the taking in of one or more new partners whether on the death or retirement of an existing partner or otherwise;
 - (iii) the giving by the Lessee of a power of attorney or similar authority whereby the donee of the power obtains the right to use the Premises;
 - (iv) the change of the Lessee's business name without the prior written consent of the Lessor;
 - (v) the holding on trust by the Lessee of the rights to use the Premises;
 - (vi) the assignment or sharing of any revenues from the Business; and
 - (vii) any arrangement whereby de facto management and/or control of the Business is vested in or exercisable by any person other than the Lessee.
- (i) That the Lessor shall have the full right to terminate this Lease if the Lessee, his employees or agents shall be found to have been convicted of an offence under the Prevention of Bribery Ordinance (Cap. 201) or any subsidiary legislation made thereunder or under any law of similar nature in connection with the procurement of the lease hereby created.
- (j) (i) That each party shall bear his own costs in connection with the preparation of this Lease; and
- (ii) That the Lessor shall arrange for the stamping of this

Lease and its counterpart, and the Lessee shall pay the adjudication fee and fifty per cent (50%) of the stamp duty (if any) chargeable on this Lease and its counterpart pursuant to Section 13 and the provision deemed to be contained in this Lease by virtue of Section 42(2) of the Stamp Duty Ordinance (Cap. 117).

- (k) That any notice to be served by the Lessor or its officers under the terms and conditions of this Lease shall be deemed to be sufficiently served on the Lessee if left addressed to him on the Premises or forwarded to him by post or left at its last known address or in the case of a corporation forwarded to it by post or left at its registered office, and such notice, if sent by post, shall be deemed to be delivered in due course of post at the address to which it is sent.

- (l) That any notice to be served by the Lessee on the Lessor under this Lease shall be addressed to the Chief Property Manager, Government Property Agency for and on behalf of the Lessor and served on the Lessor by post or by leaving the same at the address of the Government Property Agency mentioned hereinbefore or such other address as may be notified to the Lessee.

- (m) That wherever in this Lease it is PROVIDED THAT:
 - (i) the Lessor or the Director or their duly authorized officers shall or may carry out works of any description on the Premises or any part thereof or outside the Premises (whether on behalf of the Lessee or on the failure of the Lessee to carry out such works or otherwise) at the cost of the Lessee or that the Lessee shall pay or repay to the Lessor or the Director or to their duly authorized officers on demand the cost of

such works, such cost shall include such supervisory and overhead charges as may be fixed by the Lessor or the Director by their duly authorized officers; or

- (ii) the prior approval or consent of the Lessor or the Director or their duly authorized officers is required, they may give the approval or consent on such terms and conditions (including the payment of fees) as they see fit or refuse it at their absolute discretion.

- (n) That where the context so admits or requires the expression “the Lessee” shall mean the party entering into and signing/executing this Lease and words importing the masculine gender shall be deemed to include females and corporations and words in the singular shall be deemed to include the plural and vice versa in each case.

- (o) That this Lease constitutes the entire agreement of the parties about the subject-matter of this Lease, and that no statement, representation or promise made by either the Lessee or duly authorized officers of the Lessor has been relied upon by the other party to enter into this Lease, and that no communications, understandings, representations, promises, oral or written statements, warranties, arrangements or agreements, conditions made by either the Lessee or duly authorized officers of the Lessor prior to the execution of this Lease with respect to the subject-matter of this Lease may in any way be read or incorporated into this Lease.

- (p) (i) That notwithstanding anything herein, upon the occurrence of any of the following events, the Lessor may terminate this Lease with immediate effect:
 - (a) the Lessee has engaged, or is engaging, or is in the

Lessor's reasonable belief to have engaged or to be engaging in acts or activities that are likely to cause or constitute the occurrence of offences endangering national security, or which would otherwise be contrary to the interest of national security, the public interest, public morals, public order or public safety of Hong Kong;

(b) the continuation of the lease hereby created is or shall in the Lessor's reasonable belief be contrary to the interest of national security, the public interest, public morals, public order or public safety of Hong Kong.

For the avoidance of doubts, the word "engage" or its variants in this Clause (4)(p) shall include but not be limited to aiding, abetting, counselling or procuring. The decision of the Lessor to terminate this Lease shall be final, conclusive and binding on the Lessee.

(ii) That upon exercising the right under Clause (4)(p)(i) hereof and without prejudice to any right of action of the Lessor in respect of any antecedent breach, non-performance or non-observance of any of the terms and conditions to be performed or observed by and on the part of the Lessee herein contained, the lease hereby created shall cease and determine and the Lessee shall in accordance with the terms and conditions herein contained quit and deliver up vacant possession of the Premises to the Lessor in all respects to the Lessor's satisfaction and upon the exercise of such right no compensation whatsoever shall be payable by the Lessor to the Lessee.

- (q) That notwithstanding any other provisions of this Lease including any provision which purports to confer a benefit on a person who is not a party to this Lease, this Lease is not intended to and does not give any person who is not a party to this Lease any right to enforce any provisions of this Lease under the Contracts (Rights of Third Parties) Ordinance (Cap. 623), and a person who is not a party to this Lease shall not have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce any provisions of this Lease.

- (r) That this Lease shall be governed by and construed and enforced in accordance with the laws of Hong Kong.

- (s)
 - (i) That notwithstanding anything to the contrary herein, the Lessor and the Lessee shall first refer any dispute or difference arising out of or in connection with this Lease to mediation in accordance with The Government of the Hong Kong Special Administrative Region Mediation Rules prevailing at the time; and

 - (ii) If the said dispute or difference is not settled by mediation according to Clause (4)(s)(i), the Lessor or the Lessee may institute litigation in respect of the said dispute or difference. The Lessor and the Lessee agree that the courts of Hong Kong shall have exclusive jurisdiction in respect of the said dispute or difference.

FIRST SCHEDULE

Term and Date of Commencement : Five (5) years commencing on the day of 2025 to the day of 20 (both days inclusive) subject to the provisions for renewal for a further term of three (3) years as stipulated in Special Condition No. (42) under the Third Schedule hereto.

Purposes for which the Premises shall be used : Supermarket only

SECOND SCHEDULE

The Lessee shall pay to the Lessor in advance a monthly rent of Hong Kong Dollars only (HK\$) (exclusive of rates, management fees, air-conditioning charges, electricity charges and any other outgoings whatsoever) without any deduction or set off on or before the first day of each calendar month during the term of the lease hereby created. The first of such payments shall be made upon the signing or execution of this Lease.

THIRD SCHEDULE

Special Conditions referred to in
Clauses (2)(u) and (4)(b) of this Lease

(1) At the expiration of the term of the lease hereby created, this Lease shall be deemed to be automatically terminated and the Lessee shall surrender and deliver up vacant possession of the Premises to the Lessor in all respects to its satisfaction. The Lessor shall have the full right to arrange for any new lease of the Premises at its sole discretion and the Lessee shall at all reasonable times within six (6) calendar months immediately preceding the expiration of the lease hereby created and upon prior notice allow prospective lessees to enter upon and inspect the Premises.

(2) (a) The Lessee shall on or before the signing/or execution of this Lease deposit with the Lessor the sum of Hong Kong Dollars (HK\$) as security for the due payment of the rent, management fees, air-conditioning charges, rates, taxes, assessments, charges, duties and other outgoings as aforesaid and the due payment of the licence fee, rent, rates, electricity charges, management fees, taxes, assessments, duties, charges and other outgoings (hereinafter collectively referred to as "Sums") payable under any other agreements of any other tenancies or leases or licences of any premises granted or to be granted by the Lessor to the Lessee (hereinafter collectively referred to as "Other Agreements") and the due performance and observance by the Lessee of all and singular the several agreements, covenants, provisions, conditions, terms and stipulations reserved and contained herein and in Other Agreements. The said deposit shall remain deposited with the Lessor throughout the term of this Lease free of any interest to the Lessee.

(b) At the expiration or sooner determination of this Lease if the Lessee shall have paid all the rent, management fees, air-conditioning charges, electricity charges, rates, taxes, assessments, charges, duties and other outgoings herein contained and any interest payable under Clause (4)(a) hereof and all the Sums under Other Agreements and any interest payable thereon, and if there shall be no breach of any of the terms and conditions contained herein and in Other Agreements the Lessor shall refund the said deposit to the Lessee without interest thereon after the Lessee shall have duly delivered vacant possession of the Premises to the Lessor in accordance with the provisions herein contained but if there shall be any rent, management fees, air-conditioning charges, electricity charges, rates, taxes, assessments, charges, duties, or other outgoings herein contained or any interest payable under Clause (4)(a) hereof and/or any Sums payable under Other Agreements or any interest payable thereon in arrears, the Lessor may apply such deposit towards payment of such arrears of rent and the management fees, air-conditioning charges, electricity charges, rates, taxes, assessments, charges, duties, and other outgoings herein contained and any interest payable under Clause (4)(a) hereof and/or such arrears of the Sums payable under Other Agreements and any interest payable thereon without the Lessor first having recourse to any security deposit paid under Other Agreements, and the Lessor shall be entitled to deduct the amount(s) from the said deposit for payment of any rates or other charges and interest in arrears to the Government of Hong Kong or other corporation (as the case may be) or if there shall be any breach of agreements, covenants, provisions, conditions, terms or stipulations contained therein or in Other Agreements, the Lessor may apply such deposit towards remedying such breach without the Lessor first taking any actions or proceedings or commencing

hearings against the Lessee (in so far as this may be possible) without prejudice to any other claim or remedy that the Lessor may have against the Lessee by reason of the breach. In which event, the Lessor shall only pay the balance (if any) of the said deposit to the Lessee.

- (c) In the case of the Lessor exercising its right to re-enter upon the Premises or any part thereof in the name of the whole under Clause (4)(a) hereof by reason of the default on the part of the Lessee in payment of the rent and the management fees, air-conditioning charges, rates, taxes, assessments, charges, duties and other outgoings and any interest payable under Clause (4)(a) hereof as aforesaid or in performance or observance of any of the agreements, covenants, provisions, terms, conditions and stipulations on the Lessee's part herein contained, the Lessor shall without prejudice to its other rights and remedies herein contained be entitled to forfeit the whole of the said deposit as and for liquidated damages and not as penalty.

- (d) Nothing contained in this Special Condition shall be so construed as preventing the Lessor from recovering from the Lessee damages in respect of such default over and above the said deposit and the payment of the said deposit shall not be deemed or considered as a payment of the rent, management fees, air-conditioning charges, rates, taxes, assessments, charges, duties or any other outgoings and interest thereon in advance and accordingly in any action for recovery of possession for non-payment of the rent or the management fees, air-conditioning charges, rates, taxes, assessments, charges, duties and other outgoings payable by the Lessee hereunder and any interest payable under Clause (4)(a) hereof, the Lessee shall be deemed to be in default if the same are not paid in accordance with the terms and conditions herein

contained.

- (e) For the avoidance of doubt, the payment of the said deposit shall not be deemed or considered as a payment of the Sums and interest thereon in advance under Other Agreements and accordingly in any action for recovery of possession for non-payment of the Sums payable under Other Agreements and any interest payable thereon, the Lessee shall be deemed to be in default if the same are not paid in accordance with the terms and conditions of Other Agreements.

 - (f) Nothing contained in this Special Condition No. (2) hereof shall affect or prejudice the rights and interests of the Lessor under Other Agreements or any covenants, provisions, conditions, terms and stipulations contained in Other Agreements, or shall prevent the Lessor from recovering from the Lessee damages or making any claims, whether under Other Agreements or otherwise, in respect of any breach of the provisions, conditions, terms or stipulations contained in Other Agreements. The Lessor may apply the said deposit towards payment of any arrears of the Sums payable under Other Agreements and any interest payable thereon or remedying any breach of provisions, conditions, terms or stipulations contained in Other Agreements without the Lessor first having recourse to any security deposit paid under Other Agreements or taking any actions or proceedings or commencing hearings under Other Agreements.
- (3) The Lessee shall not store or permit or suffer to be stored in or upon the Premises any dangerous goods as defined in Section 2 of the Dangerous Goods Ordinance (Cap. 295), any regulations made thereunder and any amending legislation without the prior written approval of the Lessor.
- (4) (a) The Lessee shall observe and comply with any requirement

which may be imposed by the Director of Fire Services in connection with the occupation and use of the Premises by the Lessee.

- (b) The Lessee shall at his own expense install and maintain in and upon the Premises such additional fire prevention and fire fighting equipment as may be required by and in all respects to the satisfaction of the Director of Fire Services, which installation and maintenance work shall be carried out by the registered fire services contractor or contractors to be approved by the Director of Fire Services.
- (5)
 - (a) The Lessee shall fit out the interior of the Premises at the Lessee's own expense in a good proper and workmanlike fashion using good quality materials and in all respects in a style appropriate in the opinion of the Lessor.
 - (b) Without limitation to the generality of sub-clause (a) of this Special Condition, the Lessee shall:
 - (i) submit to the Lessor and the Director all plans and specifications (including perspective drawings, plan drawings and electrical schematic drawings) (which drawings, plans and specifications are hereinafter collectively referred to as "the Plans") to be prepared by an authorized person (as defined in the Buildings Ordinance) (Cap. 123) appointed by the Lessee (hereinafter referred to as "the Authorized Person") for written approval of the Lessor prior to the commencement of any fitting out works to the Premises;
 - (ii) fit out the Premises in accordance with the Plans as approved under sub-clause (b)(i) of this Special

Condition under the supervision of the Authorized Person and in all respects to the satisfaction of the Lessor and the Director and no amendment, variation, alteration, modification or substitution of the Plans as approved shall be made without the prior written approval of the Lessor and the Director;

- (iii) not commence any fitting-out works prior to the written approval of the Lessor and the Director being obtained pursuant to sub-clause (b)(i) of this Special Condition;
- (iv) provide, install and maintain in good repair and condition at the Lessee's own expense all fixtures, movable furniture, furnishings and equipment including but not limited to counters, stands, lighting (including electric lamp and fluorescent tube replacements), tiles, floor mats and protective floor coverings and such security fittings on or within the Premises as the Lessor and the Director shall deem necessary for the efficient operation of the Business;
- (v) complete all fitting-out works and commence to operate the Business within two (2) calendar months of the commencement of the term of the lease hereby created;
- (vi) within eight (8) weeks after the completion of all fitting-out works, submit to the Lessor a certificate issued by the Authorized Person certifying the completion of such works in accordance with the current legislation, regulations and the Plans; and
- (vii) subject to Special Condition No. (36) hereof, provide,

install and maintain in good repair and condition at the Lessee's own expense all air-conditioning equipment, piping, pipe fittings, wiring and other necessary apparatus to be connected with the Lessor's chilled water isolating valve in the Premises as the Lessor and the Director shall deem necessary for the efficient operation of the Business. The setting of the chilled water isolating valve shall be decided by the Lessor and the Director and any proposed change to the amount of chilled water supply shall first be submitted by the Lessee to the Director and be approved by the Director in writing after considering the availability of spare capacity of the chilled water main. The decision and determination of the Lessor as to the design, setting and amount of chilled water supply shall be final, conclusive and binding on the Lessee.

- (c) The Lessee shall take or cause to be taken all proper and adequate care, skill and precautions at all times and particularly during the carrying out of the fitting-out works, to avoid causing any damage to all the existing services and installations within the Premises or the Building and shall indemnify and keep indemnified the Lessor and the authorized persons from and against all actions, suits, liabilities, costs, expenses, claims and demands whatsoever brought or taken in respect of any damage or loss arising directly or indirectly out of or in connection with the carrying out of the fitting-out works by the Lessee.

- (d) Any approval given by the Lessor or the Director under this Special Condition shall not make the Lessor or the Director responsible for any damages or claims arising from defects in the design or quality of the fitting out of the Premises carried out by the Lessee.

(6) The Lessee may install shop sign(s), if so desired, at the shop front , the size, design and materials of which sign(s) shall be subject to the prior written approval of the Lessor and subject thereto, the Lessee shall not exhibit or erect within or on the external walls or external perimeters of the Premises or on the Building any advertising signboards, placards, signs, notices or posters whatsoever except with the prior written consent of the Lessor.

(7) The Lessor shall have the right to close and prohibit access to the Building or the Premises, or any part thereof, without prior notice to the Lessee, at such time and for such duration as it shall in its absolute discretion see fit by reason of any emergency or for any other reason which the Lessor considers proper or sufficient. In the event of such closure, the Lessee shall not be entitled to claim any compensation therefor whatsoever or any refund of the monthly rent, management fees, air-conditioning charges or other charges already paid or part thereof.

(8) The security of the Premises and all things and any property placed or stored therein shall be the sole responsibility of the Lessee, and in particular, the Lessee shall at his own expense:

- (a) ensure that adequate safety and security measures are taken for the protection of the Premises, the delivery and safe keeping of his goods to and in the Premises, and the transfer of monies from the Premises; and
- (b) install and maintain such security protection and burglar alarm system for the Premises, PROVIDED THAT the same shall be separate from and shall not interfere with the general security system of the Building.

(9) Only goods which are the property of the Lessee may be displayed, kept or sold in the Premises.

(10) (a) The Lessee shall not make any alteration or addition to the glazing panels and supporting frames or wall surfaces of the Building at the exterior perimeter of the Premises.

(b) The Lessee shall reimburse the Lessor the cost of replacing all broken and damaged glazing panels at the exterior perimeter of the Premises whether or not the same be broken or damaged as a result of the negligence of the Lessee.

(11) Except with the prior written consent of the Lessor, the Lessee shall not alter any main electricity cable, gas or water pipe or drain or heating apparatus or to cut or damage any of the doors, windows, walls, partitions, staircases or floors of the Premises or to erect, install or alter any fixtures, partitioning or other erection or installation within the Premises or to alter any part of the main structure of the Building or other structural elements thereof or to attach anything to any structural wall or ceiling of the Premises or to paint or make any alteration whatsoever to the exterior of the Premises.

(12) The Lessee shall give notice in writing to the Lessor or its agent of any damage to the Premises and of any accident to or defects in the water and gas pipes (if any), electrical wiring or fittings, fixtures, equipment or other services or facilities including but not limited to air-conditioning, ventilation system and fire services installation within the Premises forthwith and to repair such damage and defects in all respects to the satisfaction of the Lessor failing which such repairs shall be undertaken by the Lessor at the Lessee's expense with the expense so incurred at the sole determination of the Lessor.

(13) The Lessee shall not overload the electrical wiring, cables, water pipes or apparatus associated therewith in or serving the Premises and shall comply in all respects with all requirements and regulations of the utility companies and of the Lessor with respect to the said utilities.

(14) The Lessee shall allow pipes, conduits or other conducting media or utility services to pass through, over or under the Premises to serve other premises

and areas in the Building and shall permit the Lessor and the authorized persons to enter the Premises at all reasonable times with or without appliances and to inspect, erect, maintain, repair or replace such pipes, conduits or other conducting media or utility services.

(15) If the Lessee shall have obtained the consent or approval of the Lessor or the Director whether or not pursuant to the provisions herein contained, the Lessee shall observe and comply with the terms and conditions on which such consent or approval is given and in addition, the Lessee shall at his own expense in carrying out any works on the Premises follow all instructions and directions of the Lessor or the Director or their duly authorized officers in relation thereto.

(16) The Lessee shall at his own expense take all necessary steps and precautions to protect the Premises from:

- (a) damage by floods, white ants, termites, fire, storm, typhoon, landslip or the like; and
- (b) becoming infested by termites, rats, mice, cockroaches or any other pests or vermin.

(17) The Lessee shall at his own expense:

- (a) keep and maintain the Premises at all times in a clean, neat, tidy, sanitary state and condition in all respects to the satisfaction of the Lessor; and
- (b) arrange for and effect the daily removal from the Premises of all refuse and garbage in accordance with the regulations from time to time made or adopted by the Lessor PROVIDED THAT if required by the Lessor, the Lessee shall use the services provided by the Lessor and shall pay to the Lessor such fees as the Lessor shall determine, whose determination shall be final, conclusive and binding on the Lessee.

- (18) (a) The Lessee shall not encumber or obstruct or permit or suffer to be encumbered or obstructed with any boxes, furniture, articles, rubbish or other obstruction of any kind or nature nor cause or permit any of his contractors, employees, agents, occupiers, licensees or invitees to use for any purpose other than that for which they are intended any of the entrance ways, stairways, lifts, escalators, passageways, landings or any other areas in the Building in common use. The Lessee shall not cause or permit or suffer to be caused any damage or dirtiness to such entrance ways, stairways, lifts, escalators, passageways, landings or any other areas in the Building in common use or such fabric, walls or any other facilities in the Building.
- (b) The Lessee shall pay or reimburse the Lessor forthwith upon demand all costs, losses and damages incurred, suffered or payable by the Lessor arising directly or indirectly out of or in connection with the Lessee's failure to comply with or to observe the provisions in sub-clause (a) of this Special Condition.
- (19) The Lessee shall pay to the Lessor forthwith upon demand the costs incurred by the Lessor in cleansing and clearing any of the drains choked or blocked by improper or careless use thereof by the Lessee or his employees, contractors, workmen, agents, occupiers, invitees or licensees.
- (20) The Lessee shall operate the Business in accordance with good commercial practice and in all respects to the satisfaction of the Lessor and shall ensure that the reputation of the Building, the goodwill and reputation of the Lessor, other tenants or occupiers of the Building or their businesses or operations carried on in the Building will not in any way be prejudiced.

- (21) (a) The Lessee shall not carry out or permit any touting or soliciting for business or the distribution of any pamphlet, notice or advertising material outside the Premises or anywhere within the Building by any of the Lessee's employees, agents or licensees.
- (b) The Lessee shall not extend the display and sale of the goods or services beyond the Premises.

(22) The Lessee shall not cook or prepare any food in the Premises except with the prior written consent of the Lessor.

(23) No cigarettes, cigars or other tobacco related products shall be displayed or sold at the Premises.

(24) No plastic bottled water measuring one (1) litre or less shall be sold through the automatic vending machine(s) at the Premises, if any, except with prior written approval of the Lessor.

(25) The Lessee shall not use or permit or suffer to be used the Premises or any part thereof as sleeping quarters or as domestic premises within the meaning of any Ordinance for the time being in force or allow any person to remain on the Premises overnight except with the prior written approval of the Lessor.

(26) The Lessee shall not conduct any closing down or liquidation sale or sale by auction or otherwise permit any other activity of a similar nature to take place in the Premises.

(27) The Lessee shall not use any gramophone, radio, television, loudspeaker, musical instrument or similar apparatus or equipment in such a way that the same shall be audible outside the Premises.

(28) The Lessee shall not keep any animals or pets within the Premises.

(29) The Lessee shall not dump any earth, debris, spoil of whatsoever nature, or building materials on any Government land or properties.

(30) The Lessee shall not employ illegal workers and in the event of breach of this Special Condition, the Lessor shall be entitled to terminate the lease hereby created by three (3) calendar months' notice in writing and the Lessee shall not be entitled to claim any compensation therefor or refund of the monthly rent, management fees, air-conditioning charges or other charges already paid or any part thereof.

(31) The Lessee shall not carry out or permit any activity or works on the Premises which in the opinion of the Lessor may adversely affect the stability of the Premises and the structures within or surrounding the Premises.

(32) No human or animal remains whether in earthenware jars, cinerary urns or otherwise shall be deposited or stored within the Premises.

(33) Notwithstanding Clause (1) and Special Condition No. (1) hereof, the Lessor shall have full power to terminate this Lease and resume, re-enter upon and retake possession of the whole or any part of the Premises if the same shall be required for the improvement of Hong Kong or for any other public purpose whatsoever (as to which the decision of the Chief Executive of Hong Kong shall be conclusive) on giving to the Lessee three (3) calendar months' notice in writing to that effect to expire at any time. Upon the expiration of the said notice and without prejudice to the Lessor's right to enforce any antecedent breaches the Lease of the Premises or any part thereof so resumed shall cease, determine and be void and the Lessee shall quit and deliver up vacant possession of the Premises or any part thereof so resumed and upon the exercise of such power no compensation whatsoever shall be paid by the Lessor to the Lessee in respect of the Premises or any part so resumed regardless of whether the Lessor shall terminate this Lease during the term of the lease.

(34) The Lessor shall be entitled from time to time and by notice in writing to the Lessee to make, introduce and subsequently amend, adopt or abolish if

necessary such rules or regulations as the Lessor may consider necessary for the proper operation, maintenance or management of the Building or any part thereof. The Lessee shall observe and comply with the said rules or regulations as may from time to time be made or adopted by the Lessor.

(35) The Lessee acknowledges and accepts that air-conditioning shall be supplied to the Premises between 6:30 a.m. and 10:30 p.m. every day. Any request for additional air-conditioning supply outside these hours shall be lodged with the Lessor not less than 14 days in advance before the date it is required and the Lessor shall have the sole discretion in deciding on such request. If the request is approved, the Lessee shall be required to pay for any additional service charge as specified by the Lessor.

(36) The Lessee shall not install any cooling, heating, dehumidifying equipment within the Premises unless prior approval in writing has been given by the Lessor.

(37) No door shall be allowed to open outwards from the Premises.

(38) The superimposed load within the Premises shall not exceed 5 kilopascal.

- (39)
- (a) The Lessee shall not provide plastic straws for any customers.
 - (b) The Lessee shall provide reusable tableware item(s) for dine-in customers and shall not provide any type or item of disposable cutlery (e.g. stirrer, fork, knife, spoon and chopsticks) and disposable food / drink containers (e.g. cups, bowls, dishes, plates and boxes) for dine-in customers.
 - (c) Subject to sub-clause (d) of this Special Condition, the Lessee shall not provide any type or item of disposable cutlery (e.g. stirrer, fork, knife, spoon and chopsticks) and disposable food / drink containers (e.g. cups, bowls, dishes, plates and boxes) for

take-away customers.

- (d) If requested by take-away customers, the Lessee may provide disposable non-plastic cutlery (e.g. wood or bamboo) and disposable non-plastic food / drink containers (e.g. paper, plant fiber or metal foil) on a need basis for take-away food or drinks PROVIDED THAT such non-plastic disposable cutlery is not provided in sets. Subject to the Lessor's prior written approval, the Lessee may provide, charge and recover the cost of the disposable non-plastic tableware item(s) from those customers in line with the "user pays" principle. In any event, the Lessee shall not provide disposable plastic tableware.
- (e) Sub-clauses (c) and (d) of this Special Condition shall also apply to any food / drinks not consumed by a dine-in customer which the customer wishes to take away and for this purpose the customer shall be regarded as a take-away customer of the food / drinks to be taken away.
- (f) Under this Special Condition of this Lease:
 - (i) plastic includes poly-foam, polyethylene, poly-lactic acid (PLA), oxo-plastic and all other types of plastic. It also includes paper coated with plastic or plastic lining; and
 - (ii) tableware includes straws and stirrers, cutlery (e.g. stirrer, fork, knife, spoon and chopsticks), food / drink containers (e.g. cups, bowls, dishes, plates and boxes) and individually packed wet tissues.
- (g) The Lessee shall comply with the requirements and conditions as stipulated in sub-clauses (a) to (f) of this Special Condition in all respects to the satisfaction of the Lessor and the decision of

the Lessor as to whether the Lessee has complied with those requirements and conditions in all respects to the satisfaction of the Lessor shall be final, conclusive and binding on the Lessee.

- (h) In the event that the Lessee fails to comply with the requirements and conditions as stipulated in sub-clauses (a) to (f) of this Special Condition to the satisfaction of the Lessor, without prejudice to any other right or remedy which the Lessor may have in relation to any breach, non-compliance and non-performance of the conditions of this Lease on the part of the Lessee, the Lessor shall have the right to institute appropriate actions against the Lessee, including but not limited to applying lower marks in the future assessment of, or barring applications for, renewal of existing lease, and/or tender for new Lease by the Lessee; and the Lessor shall have the right to terminate the lease hereby created by giving the Lessee three calendar months' notice in writing without refund of the monthly rent, management fees or air-conditioning charges or other charges already paid or any part thereof or compensation therefor being payable to the Lessee.

- (40) (a) The Lessee acknowledges and accepts that:
 - (i) for the purpose of the security of the Building, access control measures are implemented at the entrance on the Ground Floor of the Building between 11:00 p.m. and 06:00 a.m. the following day on all days of the year and such access control measures which includes but not limited to (1) to prohibit visitors, customers or guests who are not accompanied by the Lessee or his employees, staff or servants from entering into the Building during the hours between 11:00 p.m. and 06:00 a.m. the following day; and (2) to register the information (e.g. the names, the staff card

numbers/Hong Kong Identity Card numbers and/or the driving licence numbers of the Lessee and his employees, staff and servants and their accompanied visitors, customers and guests) before allowing them to enter into the Building, and to prohibit such persons who refuse to register such information from entering into the Building; and

(ii) the access control measures and its time of implementation as stipulated in sub-clause (a)(i) above may from time to time be varied, extended or supplemented by the Lessor at the Lessor's sole discretion.

(b) The Lessee shall at all times comply with the access control measures from time to time implemented by the Lessor, and shall ensure that all such access control measures would be observed by his employees, staff, servants, visitors, customers and guests.

(c) The Lessee shall not be entitled to claim any compensation whatsoever or refund, abatement or reduction of the monthly rent, management fees, air-conditioning charges or other charges or part thereof (whether already paid or to be paid) in the event of any loss or damage caused to the Lessee or others by reason of the access control measures as stipulated under this clause and its implementation thereof.

(41) Notwithstanding Clause (1) hereof or anything or anything herein contained, the Lessee shall have the right to early terminate the term of the lease hereby created by giving not less than three (3) calendar months' prior written notice to the Lessor to that effect PROVIDED THAT the said prior written notice shall not be given to the Lessor before the expiration of the third (3rd) calendar month of the term of the lease hereby created and PROVIDED FURTHER THAT

the operation of this Special Condition is without prejudice to any right of action of the Lessor in respect of any antecedent breach, non-performance or non-observance of the terms and conditions to be performed or observed by and on the part of the Lessee herein contained.

- (42) (a) If the Lessee shall be desirous of taking a Lease of the Premises for a further term of three (3) years from the date of expiry of the term of the lease hereby created at the same monthly rent as herein provided and on the same terms and conditions as are herein contained save and except for this Special Condition, the Lessee shall give written notice to the Lessor of such desire not less than nine (9) calendar months before the expiration of the term of the lease hereby created. The renewal of lease of the Premises for a further term of three (3) years is subject to the due observance and performance by the Lessee of all the terms and conditions to be observed or performed by and on the part of the Lessee herein contained in all respects to the satisfaction of the Lessor (as to which the decision of the Lessor shall be final, conclusive and binding on the Lessee) up to the expiration of the term of the lease hereby created (“the Renewal Condition”). After the Lessee duly giving the notice to the Lessor as aforesaid, the Lessor may issue a renewal letter (hereinafter referred to as “the Renewal Letter”) to the Lessee which shall be in such form and contain such terms and conditions as the Lessor may prescribe, including but not limited to the Renewal Condition and any additional terms and conditions governing the renewal and the renewed term of lease. The decision of the Lessor as to whether to renew the lease of the Premises and whether to issue the Renewal Letter to the Lessee shall be final, conclusive and binding on the Lessee. The Renewal Letter, if issued, shall be accepted and signed by the Lessee within such period of time as may be specified by the Lessor, to the effect that subject to compliance with the requirements in the Renewal Letter, the Renewal Letter

accepted and signed by the Lessee shall constitute a binding agreement of the renewal of lease. In the event that the Lessee shall fail to comply with the terms and conditions of the Renewal Letter or fail to proceed with the renewal of lease of the Premises after the relevant binding agreement of the renewal of lease of the Premises is formed, the Lessee shall indemnify and keep indemnified the Lessor from and against all actions, costs, claims, demands, losses, damages whatsoever arising out of or in connection with the Lessee's failure, and the Lessor shall be at liberty to grant a new lease of the Premises to other parties or otherwise deal with the Premises at such time and in such manner (including the invitation of tenders or quotations or other means of procurement whatsoever) as the Lessor may deem fit.

- (b) If the Lessor has not received from the Lessee notice of desire given under and pursuant to sub-clause (a) of this Special Condition or if the Lessor decides not to renew the lease of the Premises and not to issue the Renewal Letter to the Lessee or if no binding agreement of the renewal of lease of the Premises is formed, the lease hereby created shall automatically terminate at the expiration of the term of the lease hereby created. The Lessor shall have the full right to arrange for any new lease of the Premises at its sole discretion and the Lessee shall at all reasonable times within nine (9) calendar months immediately preceding the expiration of the term of the lease hereby created and upon prior notice allow prospective lessees to inspect the Premises.

AS WITNESS WHEREOF the Chief Property Manager, Government Property Agency, being duly authorized by the Lessor so to do has set his hand hereto for and on behalf of the Lessor and the Lessee has set his hand hereto / has executed this Lease on the day and year first above written.

Signed by)
)
Chief Property Manager,)
Government Property Agency)
for and on behalf of the Lessor)
)
in the presence of:).....

Government Property Agency
Hong Kong

Signed by the Lessee)
)
)
)
)
)
)
(name(s) in block letters).....

in the presence of:

.....
Name of Witness in block letters:
Occupation:
Address:

OR

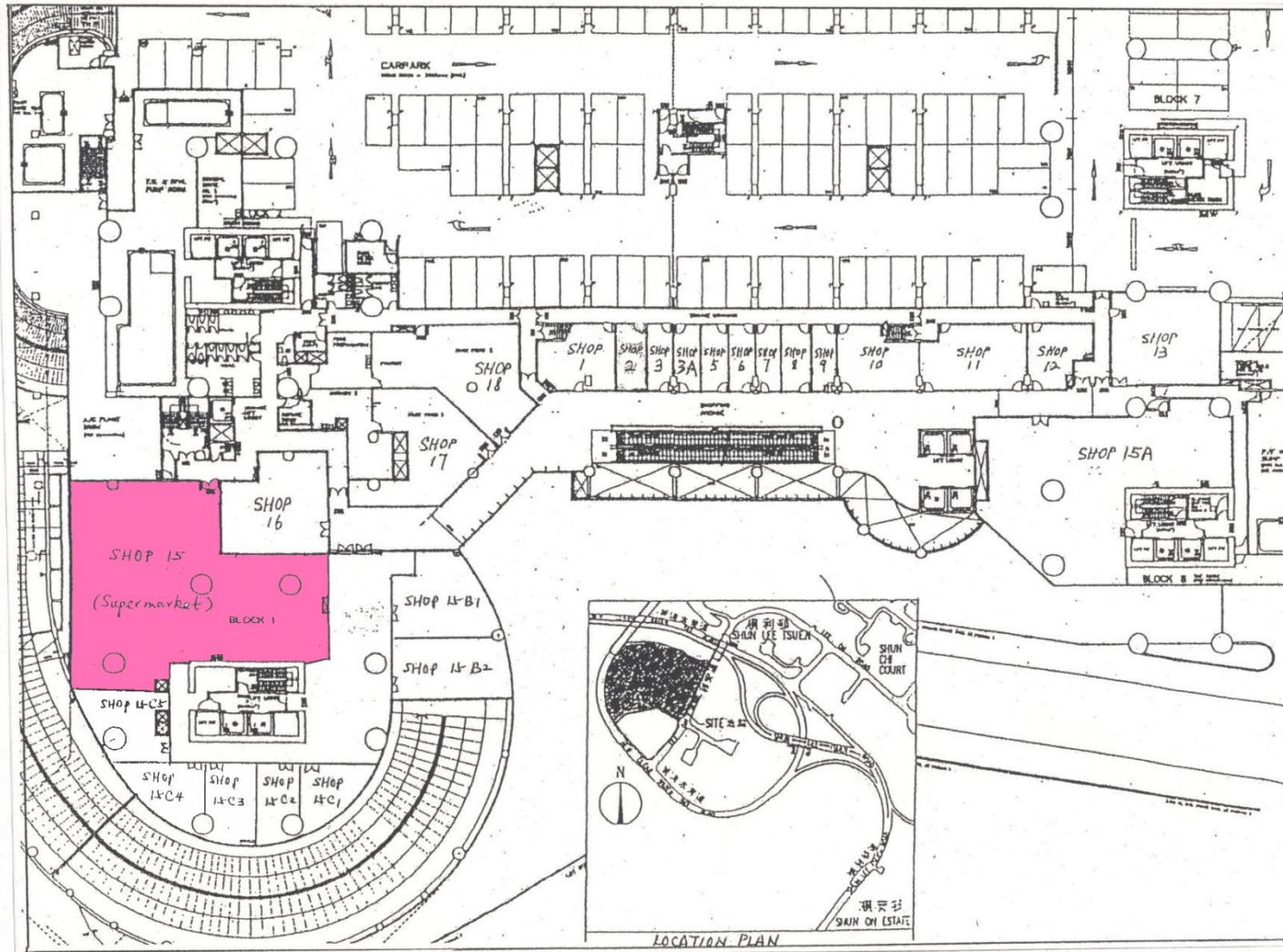
Sealed with the Common Seal of)
 the Lessee and signed by)
)
)
)
 in the presence of:)
)
)

OR

(for use by company incorporated in Hong Kong and execute the Lease without a common seal affixed)

Executed by the Lessee acting through)
)
 [its sole director],)
 or)
 [its director and],)
 [its director],)
 or)
 [its director and],)
 [its company secretary],)
 in accordance with section 127(3) and)
 127(5) of the Companies Ordinance)
 (Cap. 622))
 in the presence of:)

Name of Witness in block letters:
 Occupation:
 Address:



FOR IDENTIFICATION PURPOSE ONLY
(NOT TO SCALE)

COLOURED PINK AREA: 395 SQUARE METRES (ABOUT)

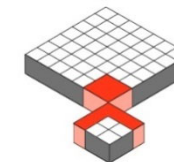
LEASE NO.:
GPA K22522

LESSEE :

PREMISES:
SHOP NO. 15 ON PODIUM LEVEL 2 OF SHUN LEE
DISCIPLINED SERVICES QUARTERS, NO. 32 LEE ON
ROAD, KWUN TONG, KOWLOON, HONG KONG

PARTIES	SIGNATURE
LESSOR	
WITNESS	
LESSEE	
WITNESS	
DATE	
FILE NO.	GPA-010-TEN-KLN-KT-005795-004011-P001

PLAN NO.:
GPA K22522



**GOVERNMENT
PROPERTY
AGENCY**

