

QUOTATION NOTICE**INVITATION TO QUOTATION FOR A TENANCY OF THE
GOVERNMENT PROPERTY AT SHOP NO. 15C3 ON PODIUM LEVEL 2 OF
SHUN LEE DISCIPLINED SERVICES QUARTERS,
NO. 32 LEE ON ROAD, KWUN TONG, KOWLOON, HONG KONG
(Quotation Reference No.: GPA K22356)**

Quotations are invited for a tenancy of the Government Property situated at Shop No. 15C3 on Podium Level 2 of Shun Lee Disciplined Services Quarters, No. 32 Lee On Road, Kwun Tong, Kowloon, Hong Kong comprising a total floor area of 26 square metres or thereabouts (hereinafter referred to as "the Premises") which is for identification purpose only shown coloured pink on the plan (Drawing No. GPA K22356) annexed to the form of Tenancy Agreement annexed hereto (hereinafter referred to as "the Form of Tenancy Agreement") for a term of three 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. (39) of the Third Schedule to the Form of Tenancy Agreement for retail or provision of services (excluding TV or internet game centre, off-course betting centre and mahjong school) purpose only and on such terms and conditions as set out in this Quotation Notice and in the Form of Tenancy Agreement.

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 quotation or any quotation submitted. The Government reserves the right to negotiate with any bidder about the terms and conditions of the offer. The Government will consider the past or current performance of the bidders as tenants of the Government both in examining any quotation submitted and in deciding whether or not to award the quotation. The decision of the Government on whether or not to award the quotation shall be final.**

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

4. Quotations should be:

- (a) made in the Form of Quotation annexed hereto; and
- (b) enclosed in a sealed envelope addressed to "The Chairman, Quotation Opening Committee, Government Property Agency" and clearly marked: "Quotation for a Tenancy of the Government Property at Shop No. 15C3 on Podium Level 2 of Shun Lee Disciplined Services Quarters, No. 32 Lee On Road, Kwun Tong, Kowloon, Hong Kong (Quotation Reference No.: GPA K22356) " on the outside of the envelope.

5. (a) Quotation **MUST** be placed in the **Government Property Agency Quotation Box placed at the Ground Floor Lobby, South Tower, West Kowloon Government Offices, No. 11 Hoi Ting Road, Yau Ma Tei, Kowloon, Hong Kong (hereinafter referred to as “the Specified Quotation Box”)** before 12:00 noon on the **7th day of May 2024**. 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 **7th day of May 2024**, the quotation 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 quotation closing day falls on a Saturday, then the quotation 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 Quotation Box at any time between 9:00 a.m. and 12:00 noon on the **7th day of May 2024**, the Government Property Agency will announce extension of the quotation closing time until further notice. Following removal of the blockage, the Government Property Agency will announce the extended quotation closing time as soon as practicable. The above announcements will be made on the website of Government Property Agency Property Portal at <https://www.gpaproperty.gov.hk>. **Any quotation submitted which is not in conformity with the requirement contained in this Paragraph 5(a) will not be considered by the Government.**
- (b) Late quotations and quotations not deposited in the Specified Quotation 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 Quotation, there shall be no insertion, deletion or alteration of or to any terms or conditions in this Quotation Notice or in the Form of Quotation or in the Form of Tenancy Agreement. For quotations submitted with any insertion, deletion or alteration of or to any terms or conditions in this Quotation Notice or in the Form of Quotation or in the Form of Tenancy Agreement, the Government may not consider or assess any quotations submitted which did not comply with the requirement contained in this Paragraph 5(c).
6. All bidders should submit all the required information and documents including but not limited to the documents as referred to in Paragraph 10 of this Quotation Notice before closing of the quotation. The Government may not consider or assess any quotations submitted which did not comply with all the terms and requirements of this Quotation Notice. The Government reserves the right to seek clarification on the required information and documents after closing of the quotation

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

7. BIDDERS shall FORWARD WITH THEIR QUOTATIONS a CASHIER'S ORDER or a CHEQUE for an amount in Hong Kong currency equivalent to one month's rent offered 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 6th day of September 2024. All cashier's orders or cheques will be retained uncashed until a decision has been made on the quotations submitted. The successful bidder is required to pay the security deposit for an amount in Hong Kong currency equivalent to three months' rent offered or Hong Kong Dollars Twenty Seven Thousand only (HK\$27,000.00), whichever is the higher, as referred in Special Condition No. (2)(a) of the Third Schedule to the Form of Tenancy Agreement. If a quotation 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 bidders at the addresses shown on their quotations. The Government reserves the right to seek clarification from the bidder on the submission of cashier's order or cheque by the bidder. In the event that clarification is required for the submission of cashier's order or cheque by the bidder, the bidder 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 bidder 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 quotation submitted by the bidder will not be further considered by the Government.

8. Quotations will only be accepted from bidders 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) Bidders when submitting their quotations 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 and facsimile numbers.
- (b) The person who signs a quotation as bidder 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 bidder in the Form of Quotation.
- (c) If the bidder is a person, the quotation **MUST** be made in the name of such person trading as a firm or business in sole proprietorship.

If the bidders are persons, the quotation **MUST** be made in the name of such persons trading as a firm or business in partnership. Any quotation 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 quotation, the identity of the successful bidder 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 quotation results without the need to seek the prior agreement of the successful bidder or its holding company (if any).
10. (a) **Bidders when submitting their quotations 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) **Bidders when submitting their quotations 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 quotation 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 quotation is accepted, the successful bidder shall be the Tenant and he shall be notified of the acceptance of his quotation by a letter posted to him at or delivered to the address stated in his Form of Quotation. The successful bidder 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 Tenancy Agreement and the plan annexed thereto (hereinafter referred to as “the Tenancy Agreement and the plan annexed thereto”), and shall pay to the Government the **balance of security deposit, first month's rent, management fees and air-conditioning charges** due under the Tenancy Agreement and the plan annexed thereto. Where the successful quotation has been made on behalf of a principal, the principal shall himself sign or execute the Tenancy Agreement and the plan annexed thereto. Where the successful quotation has been made by or on behalf of a partnership, each partner shall sign or execute the Tenancy Agreement and the plan annexed thereto. If the successful bidder shall fail to sign or execute the Tenancy Agreement and the plan annexed thereto or pay the

balance of security deposit, 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 quotation. On cancellation, the sum forwarded with the successful quotation 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 tenancy of the Premises to other parties or invite quotations 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 Tenancy Agreement and the plan annexed thereto, and to the payment of **the balance of the security deposit, first month's rent, management fees and air-conditioning charges** as hereinbefore provided, possession of the Premises will be given to the successful bidder within three calendar months of the date on which the Tenancy Agreement and the plan annexed thereto are signed or executed. The successful bidder 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 tenancy shall commence.

13. All quotations submitted shall remain valid from the closing date of the quotation until the 6th day of September 2024 and shall remain binding upon the bidders 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 quotations submitted which comply with all the terms and requirements of this Quotation Notice.

14. (a) Bidders and their directors, employees and agents should not communicate to any person other than the Government Property Agency the amount of rent offered, adjust the amount of rent offered 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 offer or otherwise collude with any other person in any manner whatsoever in the quotation process until the quotation is awarded. If a bidder 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 Quotation, without affecting his liability for such breach or non-compliance, the Government Property Agency may invalidate his quotation without payment of any compensation. The bidder will also be liable for all expenses including but not limited to the Government Property Agency's costs and expenses in the present quotation and any subsequent quotation(s) arising from or incidental to the invalidation.

(b) Paragraph 14(a) hereof shall have no application to the bidder's communications in strict confidence with his own insurers or brokers to obtain an insurance quotation for computation of the rent offered and communications in strict confidence with his

consultants or sub-contractors to solicit their assistance in preparation of quotation submission.

15. Bidders 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 quotation exercise. If a bidder commits any offence under the said Ordinance in relation to the quotation exercise, the Government Property Agency may invalidate its quotation without payment of any compensation. The bidder will also be liable for all expenses including but not limited to the Government Property Agency's costs and expenses in the present quotation and any subsequent quotation(s) arising from or incidental to the invalidation.

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

17. The successful bidder shall accept the Premises in such state and condition as existing on the date on which possession of the Premises is given and all bidders 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 quotation. If bidders wish to conduct a site inspection of the Premises, they shall on or before the 29th day of April 2024 contact the officer referred to in Paragraph 20 of this Quotation Notice for arrangement.

18. The result of the quotation will be known on or before the 6th day of September 2024. Bidders 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 bidder should provide his telephone number, facsimile number 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 quotation;**

(b) **The above data collected by the Government Property Agency are to be used for the consideration of this quotation 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 quotations 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 Quotation 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 Quotation Notice.**

20. Any enquiry in relation to this quotation 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 bidder shall be for guidance and reference purposes only. Any statement shall not be deemed to form part of this Quotation 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 Quotation Notice or the Form of Tenancy Agreement.

22. (a) Notwithstanding anything to the contrary in this Quotation Notice, at any time after the quotation closing time as mentioned in Paragraph 5(a) of this Quotation Notice but before a quotation is accepted, the Government reserves the right to cancel the quotation exercise under this Quotation Notice on the ground that it is in the public interest not to accept any quotation submitted or award the quotation or on the ground that there are changes of requirement or circumstances after the quotation closing time for operational or whatever reasons. The decision of the Government to cancel the quotation exercise under this Quotation Notice shall be final and conclusive and shall be binding on the bidders. The bidders 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 for a new quotation exercise in respect of the Premises subsequent to the cancellation of the quotation exercise under this Quotation Notice.

23. (a) This Quotation Notice shall be governed by and construed 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"). The bidders and the Government shall submit to the jurisdiction of the courts of Hong Kong in relation to any matters arising out of this Quotation Notice.

- (b) If a quotation is accepted, then until the Tenancy Agreement and the plan annexed thereto are duly signed or executed, the quotation together with the written acceptance thereof shall constitute a binding agreement between the successful bidder and the Government. The said binding agreement shall be governed by and construed in accordance with the laws of Hong Kong, and the successful bidder and the Government shall submit to the jurisdiction of the courts of Hong Kong in relation to any matters arising out of the said binding agreement.

24. Notwithstanding anything to the contrary in the Quotation Notice, the Government reserves the right to disqualify a bidder on the grounds that the bidder 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 bidder shall be final, conclusive and binding on the bidder.

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

The Schedule

1. The total sum of management fees and air-conditioning charges of the Premises is currently determined at HK\$4,189.00 per calendar month. Such fees and charges may be increased or revised from time to time by the Government in accordance with Clause (2)(i) of the Form of Tenancy Agreement.
2. Bidders are advised to note that:
 - (a) Subject to the terms and conditions of the Form of Tenancy Agreement, the term of the tenancy shall be three years from the date to be specified by the Chief Property Manager, Government Property Agency. At the expiration or sooner determination of the tenancy in whatsoever manner, the successful bidder 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 Tenancy Agreement;
 - (b) Pursuant to Clause (4)(g) of the Form of Tenancy Agreement, on the expiration or determination of the tenancy in whatsoever manner, the successful bidder 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 to the Form of Tenancy Agreement contains the terms and conditions governing the deposit of a security deposit with the Government by the successful bidder, and the refund of the said deposit at the expiration or sooner determination of the tenancy created by the Form of Tenancy Agreement. In particular, pursuant to Special Condition No. (2)(a) under the Third Schedule to the Form of Tenancy Agreement, the security deposit paid by the successful bidder will be deposited with the Government as security for the due payment of the rent, management fees and air-conditioning charges, electricity charges, rates, taxes, assessments, charges, duties and other outgoings under the Form of Tenancy Agreement and the due payment of the rent, licence fee, rates, electricity charges, management fees, taxes, assessments, duties, charges and other outgoings (hereinafter referred to as "Sums") payable under any other agreements of any other tenancies or any leases or licences of any premises granted or to be granted by the Government to the successful bidder (hereinafter referred to as "Other Agreements") and the due performance and observance by the successful bidder of all and singular the several agreements, covenants, provisions, conditions, terms and stipulations reserved and contained in the Form of Tenancy Agreement and in Other Agreements. Pursuant to Special Condition No. (2)(b) under the

Third Schedule to the Form of Tenancy Agreement, at the expiration or sooner determination of the tenancy created by the Form of Tenancy Agreement, if there shall be any rent or the management fees and air-conditioning charges, electricity charges, rates, taxes, assessments, charges, duties and other outgoings contained in the Form of Tenancy Agreement or any interest payable thereon and/or any Sums payable 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 provisions, conditions, terms or stipulations contained in the Form of Tenancy Agreement 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 bidder by reason of the breach and shall only pay the balance (if any) of the said deposit to the successful bidder;

- (d) Pursuant to Special Condition No. (7) under the Third Schedule to the Form of Tenancy Agreement, the Government shall have the right to suspend the use of the Premises or any part thereof, or close and prohibit access to Shun Lee Disciplined Services Quarters (hereinafter referred to as “Building”) or the Premises, or any part thereof, without prior notice to the successful bidder, 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 (as to which the decision of the Government shall be final, conclusive and binding on the successful bidder). In the event of such suspension of use, or closure and prohibition of access, the successful bidder shall not be entitled to claim any compensation therefor whatsoever or any refund of the rent, management fees and air-conditioning charges or other charges already paid or part thereof;
- (e) Pursuant to Special Condition No. (37), no gas and water shall be provided to the Premises;
- (f) Pursuant to Special Condition No. (38) under the Third Schedule to the Form of Tenancy Agreement, the successful bidder shall acknowledge and accept that access control measures are implemented at the entrance on the Ground Floor of the Building between 11:00 p.m. to 06:00 a.m. the following day on all days of the year; and
- (g) Pursuant to Special Condition No. (39) under the Third Schedule to the Form of Tenancy Agreement, if the successful bidder shall be desirous of taking a tenancy of the Premises for a further term of three years from the date of expiry of the term of the tenancy created by the Form of Tenancy Agreement at the same monthly

rent and on the same terms and conditions as are contained in the Form of Tenancy Agreement save and except for the said Special Condition No. (39), the successful bidder 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 tenancy. After the successful bidder duly giving the notice to the Government as aforesaid, the Government shall issue a Renewal Letter (as defined in the said Special Condition No. (39)) to the successful bidder which shall be in such form and contain such provisions as the Government may prescribe, including the provision that the renewal shall be conditional upon the successful bidder having duly observed and performed all the terms and conditions to be observed or performed by and on the part of the successful bidder contained in the Form of Tenancy Agreement 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 bidder) up to the expiration of the term of the tenancy. The Renewal Letter shall be accepted and signed by the successful bidder 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 bidder shall constitute a binding agreement of the renewal of tenancy.

- (h) The successful bidder shall comply with the requirements and conditions on Product Eco-responsibility and other related issues as specified in Special Condition No. (43) of the Third Schedule to the Form of Tenancy Agreement.

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報價公告

報價邀請書

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 15C3 號鋪位的

政府物業租用權

(報價編號：GPA K22356)

現按本報價公告及夾附租約大綱(下稱「租約大綱」)所臚列的條款及條件，邀請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 15C3 號鋪位的政府物業(下稱「該處所」)租用權提交報價書。租期為三年，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(39)條訂明的規定續租三年。該處所只可用作經營零售業務或提供服務(不包括遊戲機中心或互聯網遊戲中心、場外投注站及麻雀館)，整體樓面面積約 26 平方米，位置於租約大綱夾附的圖則(圖則編號：GPA K22356)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報價書或任何一份報價書。政府保留權利，可與任何競投人商議批出租約的條款及條件。政府在審核任何一份報價書及決定是否批出報價書時，會考慮競投人過往或現時作為政府物業承租人的表現。政府就是否批出報價書所作的決定屬最終決定。

3. 競投人必須在夾附的報價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、管理費及空調費、電費及任何其他費用及支出)。不符合本段所載規定的報價書，政府一概不予考慮。

4. 報價書應：

(a) 採用夾附的報價表格填寫；以及

- (b) 放入信封內封密，信封面書明「政府產業署拆閱報價書委員會主席收」，並清楚註明「就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 15C3 號鋪位的政府物業租用權提交報價書(報價編號：GPA K22356)」。
5. (a) 報價書**必須**在二零二四年五月七日正午十二時前，放入香港九龍油麻地海庭道 11 號西九龍政府合署南座地下大堂的政府產業署報價書收集箱(下稱「指定報價書收集箱」)內。如在二零二四年五月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，截止報價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。如延遲後的截止報價日期為星期六，截止報價時間將延至下一個工作天正午十二時。如在二零二四年五月七日上午九時至正午十二時期間內的任何時間，前往指定報價書收集箱所在地點的公眾通道受阻，政府產業署會宣布推遲截止報價時間，直至另行通知。當通道重開後，政府產業署會在切實可行範圍內盡快公布已推遲的截止報價時間。上述公布事項會於政府產業署網站發出(<https://www.gpaproperty.gov.hk>)。不符合本段(第 5(a)段)所載規定的報價書，政府一概不予考慮。
- (b) 逾期遞交及未有投入指定報價書收集箱的報價書概不受理。
- (c) 除在報價表格所顯示空位上填寫所需的資料和細節外，不得在本報價公告、報價表格或租約大綱中加插、刪除或改動任何條款或條件。如報價書就本報價公告、報價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)所載規定的報價書。
6. 所有競投人須在截止報價前遞交全部所需資料及文件，包括但不限於本報價公告第 10 段所指的文件。政府有可能不考慮或評審任何不符合本報價公告內全部條款及規定的報價書。政府保留權利，可在截止報價後要求競投人就所需的資料及文件作補充說明，並要求競投

人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，報價書會按已收到的資料及文件評審。

7. 競投人必須隨報價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，保證直到二零二四年九月六日日可獲兌現。政府對報價書作出決定前，所有銀行本票或支票均不會兌現。成功競投人必須按租約大綱特別條件第(2)(a)條規定，繳付以港幣計算相當於三個月租金(按報價書所提議租金計算或港幣二萬七千元正(HK\$27,000.00)(兩者以款額較大者為準)的保證金。如報價書獲接納，隨報價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報價書所載地址退回落選的競投人。政府保留權利，可要求競投人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，競投人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，如競投人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競投人提交的報價書。

8. 競投人必須把該處所自用和經營業務，其報價書才會獲接納。競投人亦不得轉讓、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) 競投人如以附屬公司身分遞交報價書，須清楚註明其控權公司的名稱及通訊地址、聯絡人姓名、電話號碼及傳真號碼。

(b) 以競投人身分簽署報價書的人，將被視作以主事人身分行事，除非他在報價表格內聲明僅為代理人。代理人須同時在報價表格內「競投人資料」C 部，說明主事人的姓名 / 名稱、地址及其聯絡人的姓名。

(c) 競投人如為一人，報價書必須以該人獨資經營商號或業務的名義填寫。競投人如為多人，則報價書必須以他們合夥

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

- (d) 報價書批出後，政府可應公眾 / 傳媒的查詢，披露成功競投人及其控權公司(如有)的身分。政府保留公布報價結果的權利，而無須事先獲得成功競投人或其控權公司(如有)同意。

10. (a) 競投人如以一人或多人的身分遞交報價書，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) 競投人如以法團身分遞交報價書，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(如在遞交報價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. 如報價書獲接納，成功競投人即成為承租人。成功競投人將獲發信通知，通知信會按其報價表格所載地址以郵遞或專人派遞方式送交成功競投人。成功競投人須在政府發出通知後七日內簽署租約及夾附的圖則，或成功競投人如屬法團，以法團印章並根據成功競投人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。如獲選的報價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。如獲選的報價書由合夥公司遞交，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。如成功競投人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報價書。取消報價書後，隨相關獲選報價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，或邀請報價，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. 在成功競投人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，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個曆月內給予成功競投人。政府產業署總產業經理會發信通知成功競投人給予管有權的日期及租約生效日期。

13. 所有報價書由截止報價日期起至二零二四年九月六日持續有效。在上述有效期屆滿前，報價書對競投人具有約束力，並可能隨時獲政府接納。政府會考慮並評審所有符合本報價公告內全部條款及規定的報價書。

14. (a) 報價書批出前，競投人、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、與任何其他人訂立安排調整建議租金的款額、與任何其他人就他本人或該其他人應否報價訂立任何安排，或在報價過程中以任何方式與任何其他人串通。如競投人違反或未有遵守本段規定，或違反其在報價表格第 7 段作出的保證，在不影響競投人因該項違反或未有遵守規定而負上法律責任的原則下，政府產業署可把其報價書作廢而不支付任何補償。此外，競投人亦須承擔因報價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報價工作及日後進行任何報價工作的費用和開支。

(b) 本報價公告第 14(a)段不適用於競投人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報價書而向他們發出受嚴格保密的通訊。

15. 競投人、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)，作為該僱員在報價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，或由於該僱員在報價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)。如競投人在關乎報價工作的事宜上觸犯該條例所訂的任何罪行，政府產業署可把其報價書作廢而不支付任何補償。此外，競投人亦須承擔因報價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報價工作及日後進行任何報價工作的費用和開支。

16. 競投人須留意本報價公告附表所訂明的附加條款及條件(如有)。

17. 成功競投人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。所有競投人請於遞交報價書之前，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。競投人如欲實地視察該處所，須在二零二四年四月二十九日或之前與本報價公告第20段所提述的人員聯絡，以作安排。

18. 報價結果將於二零二四年九月六日或之前公布。競投人如在該日仍未收到政府通知，說明其報價書已獲接納，則可視其報價已經落選。

19. (a) 競投人除須提供其姓名 / 名稱及地址外，亦須提供其電話號碼、傳真號碼及商業登記號碼；競投人如屬獨資經營人 / 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；競投人如屬法團，則亦須提供其公司編號。如競投人未能提供上述資料，政府可能無法考慮其報價書；

(b) 政府產業署收集上述資料，旨在供政府用於考慮本報價書，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報價書，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報價表格內填報的個人資料。請按本報價公告第 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. 如對是次報價有任何查詢，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：政府人員對有意競投人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報價公告的一部分。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報價公告或租約大綱所臚列的任何條款或條件。

22. (a) 即使本報價公告有任何相反條文，政府保留權利，在本報價公告第 5(a)段所述的截止報價時間後至報價書獲接納前，可隨時基於為公眾利益而不接納任何已提交的報價書或批出報價書，或基於截止報價時間後相關規定或情況因運作或任何原因有變，取消本報價公告的報價工作。政府就取消本報價公告報價工作所作的決定屬最終決定及不可推翻，並對競投人具有約束力。競投人無權因是次報價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) 政府有權在本報價公告的報價工作取消後就該處所重新安排報價工作。

23. (a) 本報價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。競投人和政府須同意就本報價公告所引致的任何事宜，接受香港法院的司法管轄權管轄。

(b) 報價書如獲接納，在妥為簽署或簽立租約及夾附的圖則之前，報價書連同接納書構成成功競投人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。成功競投人和政府須同意就上述具有約束力的協議所引致的任何事宜，接受香港法院的司法管轄權管轄。

24. 即使報價公告有任何相反條文，政府保留權利，基於下述情況取消競投人的資格：競投人或其主事人(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，有需要取消競投人的資格。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。政府就取消競投人資格所作的決定屬最終決定及不可推翻，並對競投人具有約束力。

25. 此為本報價公告及報價表格的中文譯本。如對本報價公告及報價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 4,189.00 元。政府可根據租約大綱第(2)(i)條不時調高或修訂有關費用。
2. 競投人請注意：
 - (a) 根據租約大綱的條款及條件，租期為三年，由政府產業署總產業經理指定的日期起生效。在租約期滿或終止時，成功競投人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，在租約期滿或不論以何方式終止時，成功競投人無權向政府申索任何形式的補償，或要求政府重配地方；
 - (c) 根據租約大綱附表 3 特別條件第(2)條載有條款及條件，規管成功競投人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)條，成功競投人繳付的保證金會存放於政府，以保證租約大綱訂明的月租、管理費及空調費、電費、差餉、稅項、評稅、費用、關稅及任何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成功競投人批給任何其他租約或任何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、空調費、管理費、稅項、評稅、關稅、費用及其他支出獲如期繳付，以及保證成功競投人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。在租約大綱所訂租約期滿或提早終止時，如有欠繳租約大綱所載的任何月租或管理費及空調費、電費、差餉、稅項、評稅、費用、關稅及其他支出及其任何應繳利息，以及 / 或欠繳其他協議訂明的任何應繳牌照費、租金、差餉、電費、空調費、管理費、稅項、評稅、關稅、費用或其他支出或其任何應繳利息，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成功競投人提出任何其他申索或補償，政府亦只須向成功競投人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，在未有事先通知成功競投人的情況下，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(政府就此所作的決定屬最終決定及不可推翻，並對成功競投人具有約束力)。如有這種關閉的情況，成功競投人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、管理費及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(37)條，該處所並不配備氣體燃料及食水供應；
- (f) 根據租約大綱附表 3 特別條件第(38)條，成功競投人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上午六時；以及
- (g) 根據租約大綱附表 3 特別條件第(39)條，成功競投人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(39)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。成功競投人妥為向政府給予上述通知後，政府須向成功競投人發出續租信(如上述特別條件第(39)條所界定)，續租信的格式及所載規定由政府訂定，包括以下續租條件：成功競投人須在租期屆滿前一直妥為遵從及履行租約大綱所載成功競投人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，並對成功競投人具有約束力)，方可獲續租。成功競投人須在政府指明的期間內接受

和簽署續租信；續租信由成功競投人接受和簽署後，即構成具有約束力的續租協議。

- (h) 成功競投人須遵守租約大綱附表 3 特別條件第(43)條有關產品環保責任以及其他相關事宜的規定。

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FORM OF QUOTATION

**QUOTATION FOR A TENANCY OF THE
GOVERNMENT PROPERTY AT SHOP NO. 15C3 ON
PODIUM LEVEL 2 OF SHUN LEE DISCIPLINED SERVICES QUARTERS,
NO. 32 LEE ON ROAD, KWUN TONG, KOWLOON, HONG KONG
(Quotation Reference No. : GPA K22356)**

Quotation for a tenancy of the Government property situated at Shop No. 15C3 on Podium Level 2 of Shun Lee Disciplined Services Quarters, No. 32 Lee On Road, Kwun Tong, Kowloon, Hong Kong comprising a total floor area of 26 square metres or thereabouts (hereinafter referred to as "the Premises") as shown for identification purpose only coloured pink on the plan (Drawing No. GPA K22356) annexed to the form of Tenancy Agreement annexed to the Quotation Notice in respect of the Premises (hereinafter referred to as "the Form of Tenancy Agreement") on such terms and conditions as set out in the said Quotation Notice and the Form of Tenancy Agreement and at the fixed monthly rental specified below.

To : The Chairman,
Quotation Opening Committee,
Government Property Agency,
9/F, South Tower,
West Kowloon Government Offices,
No. 11 Hoi Ting Road,
Yau Ma Tei, Kowloon,
Hong Kong

I/We, _____
(name of bidder)

of _____
(address of bidder)

having read the said Quotation Notice and the Form of Tenancy Agreement and examined the plan (Drawing No. GPA K22356) annexed to the Form of Tenancy Agreement, 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 and air-conditioning charges, electricity charges, and any other charges and outgoings whatsoever) for a term of three 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. (39) under the Third Schedule to the Form of Tenancy Agreement and on such terms and conditions as set out in the said Quotation Notice and the Form of Tenancy Agreement.

2. If this quotation is accepted, then until the Tenancy Agreement and the plan annexed thereto are duly signed or executed, this quotation 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 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 to submit to the jurisdiction of the courts of Hong Kong in relation to any matters arising out of the said binding agreement.

3. A CASHIER'S ORDER for Hong Kong Dollars _____ only (HK\$ _____), which is equivalent to one month's rent offered as mentioned in Paragraph 7 of the said Quotation 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 quotation is accepted. / A CHEQUE for Hong Kong Dollars _____ only (HK\$ _____), which is equivalent to one month's rent offered as mentioned in Paragraph 7 of the said Quotation Notice, **certified good for payment** up to the 6th day of September 2024 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 quotation is accepted.

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

5. (a) **I/We understand that the Government reserves the right to disclose the identity of the successful bidder and its holding company (if any) and to announce the quotation results in accordance with Paragraph 9(d) of the said Quotation Notice.**

(b) **I/We consent that the Government and its officers may use the data collected pursuant to Paragraph 19(a) of the said Quotation 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 quotation 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 quotations 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 Quotation Notice and the provisions in Paragraph 5 of this Form of Quotation including the consent stated therein shall remain in full force and effect notwithstanding that this quotation is not accepted by the Government. Where the quotation is accepted by the Government, the said provisions and consent shall survive the execution of the Tenancy Agreement and the tenancy, and shall remain in full force and effect notwithstanding the expiry or termination of the tenancy.**

6. I/We agree to keep my/our offer open for acceptance by the Government until the 6th day of September 2024 and to be bound by the terms and conditions of the said Quotation 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 offered;
 - (ii) adjusted the amount of the rent offered 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 offer; or
 - (iv) otherwise colluded with any person in any manner whatsoever.
- (b) I/We warrant that at any time hereinafter until the quotation 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 offered;
 - (ii) adjust the amount of rent offered 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 offer; 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 offered; and

- (ii) my/our consultants or sub-contractors to solicit their assistance in preparation of quotation submission.

Dated the _____ day of _____ 2024.

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

Name(s) of sole proprietor/partners	Signature

Signature of Witness: _____

Name of Witness (in block letters): _____

Occupation: _____

Address:

In case of corporate body:

SEAL of bidder and signature(s) of authorized officer(s)/ Execution by the bidder in accordance with Sections 127(3) and 127(5) of the Companies Ordinance (Cap. 622):

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

Signature of Witness: _____

Name of Witness (in block letters): _____

Occupation: _____

Address: _____

Information of bidder

(If the bidder 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 bidder is a corporate body, Part B should be completed. If the bidder 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 quotation must be made in the name of the sole proprietor. In the case of a partnership, the quotation 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 Quotation.*

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 quotation 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 Quotation. 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 Quotation Notice.*

Company Number: _____

Registered Office of bidder: _____

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 bidder's principal to represent it as its agent for the submission of the quotation to the Government and matters incidental thereto should be enclosed with this Form of Quotation. The original copy of the above document must be produced for inspection on demand. Please also refer to Paragraph 9(b) of the said Quotation 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 Quotation will be used and may be disclosed to other Government departments as set out in Paragraph 19 of the said Quotation Notice and Paragraph 5 of this Form of Quotation. Individuals who wish to access to or correct his personal data in this Form of Quotation 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 Quotation Notice.

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報價表格

報價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 15C3 號鋪位的
政府物業租用權

(報價編號：GPA K22356)

現按照前述的報價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 15C3 號鋪位的政府物業(下稱「該處所」)租用權遞交報價書。該處所的整體樓面面積約 26 平方米，位置於租約大綱夾附的圖則(圖則編號：GPA K22356)內以粉紅色標示，以資識別。

致：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
拆閱報價書委員會主席

本人 / 我們

(競投人姓名或名稱)

地址為

(競投人地址)

經細讀前述的報價公告及租約大綱，並審閱租約大綱夾附的圖則(圖則編號：GPA K22356)，現建議按照該報價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、管理費及空調費、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。租期為三年，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(39)條訂明的規定續租三年。

2. 本報價書如獲接納，在妥為簽署或簽立租約及夾附的圖則之前，本報價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。本人 / 我們同意就上述具有約束力的協議所引致的任何事宜，接受香港法院的司法管轄權管轄。

3. 現按前述報價公告第 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 / 我們的報價書如獲接納，該筆款項將用以繳付部分保證金。 / 現按前述報價公告第 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，保證直到二零二四年九月六日可獲兌現。本人 / 我們的報價書如獲接納，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，可按前述報價公告第 2 段所述，與任何競投人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，可按前述報價公告第 9(d) 段所述，披露成功競投人及其控權公司(如有)的身分，並公布報價結果。

(b) 本人 / 我們同意，政府及其人員可使用依據前述報價公告第 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，供政府用於考慮本報價書；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報價書，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，前述報價公告第 19 段及本報價表格第 5 段所載規定，包括當中所聲明的同意，即使本報價書不獲政府接納，仍繼續具有十足效力及作用。如報價書獲政府接納，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，直到二零二四年九月六日為止，政府可隨時接納本人 / 我們的報價書；本人 / 我們並須受前述報價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報價訂立任何安排；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，由本日至報價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報價訂立任何安排；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報價書而向他們發出受嚴格保密的通訊。

日期：二零二四年 ____ 月 ____ 日

競投人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

見證人簽署： _____

見證人姓名(請用正楷填寫)： _____

職業： _____

地址： _____

競投人如屬法團：

競投人 印章 及(各)獲授權人簽署 / 競投人按照《公司條例》(第 622 章) 第 127(3)及 127(5)條的規定簽立：

(各)獲授權人姓名(請用正楷填寫)及其職位：

見證人簽署：

見證人姓名(請用正楷填寫)：

職業：

地址：

競投人資料

(競投人如屬獨資或合夥經營商號或業務人士，須填寫 A 部。競投人如屬法團，則須填寫 B 部。競投人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。)

競投人如屬獨資經營，本報價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，須隨本報價表格付上**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。)

競投人須隨本報價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**(如在遞交報價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)。競投人必須在當局提出要求時，出示上述文件正本，以供查閱。此外，請參閱前述報價公告第 9 及 10 段。

公司編號： _____

競投人註冊辦事處： _____

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。)

競投人須隨本報價表格附上相關代理協議副本或由競投人的主事人發出的確認書副本，以證明競投人以代理人身分代表該主事人向政府遞交報價書，以及處理附帶事宜。競投人必須在當局提出要求時，出示上述文件正本，以供查閱。此外，請參閱前述報價公告第 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

藉本報價表格收集的個人資料，會按前述報價公告第 19 段及本報價表格第 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)查閱或改正本報價表格內所填報的個人資料，請按前述報價公告第 20 段所載的地址，與政府產業署的個人資料(私隱)主任聯絡。

(2) THE TENANT HEREBY AGREES WITH THE LANDLORD 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) 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 the Hong Kong Special Administrative Region of the People's Republic of China (hereinafter referred to as "the Government") and the decision and determination of the Landlord 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 Tenant;
- (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 Landlord'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 Landlord and the Director of Architectural Services (hereinafter referred to as "the Director") therefor;
- (e) (i) To make such arrangements at the Tenant's own expense for the supply of electricity and any other utility

services to the Premises as the Tenant 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 Agreement, the cost of dismantling all pipes, conduits, wires, cables, meters, switches and any other apparatus ancillary thereto PROVIDED THAT the Tenant shall have no claim whatsoever against the Landlord 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 Landlord PROVIDED THAT the Tenant shall have no claim whatsoever against the Landlord in the event of the Tenant'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 Tenant's meter or meters to and within the Premises at the Tenant's own expense;
- (g) To pay all charges in respect of electricity, telephone and any other utilities and services supplied to the Premises;
- (h) To pay and discharge 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 tenancy hereby created shall be imposed, assessed or charged upon the Premises or part thereof or upon the Tenant in respect thereof;

- (i) To pay to the Landlord 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 tenancy hereby created in the total sum of Hong Kong Dollars Four Thousand One Hundred and Eighty Nine (\$4,189.00) per calendar month PROVIDED THAT the Landlord shall be entitled from time to time to serve notice upon the Tenant increasing or revising the management fees and the air-conditioning charges and the Tenant 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 Tenant. The first of such payments shall be made upon the signing or execution of this Agreement;

- (j) Without prejudice to Clause(2)(v) 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 Tenant or any employee, workman, agent, contractor, occupier, visitor, guest, invitee or licensee of the Tenant and without prejudice to the foregoing at the Tenant's own expense to obtain any licence, approval or permit required by any Government department or other competent authority in connection with the Tenant'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 Tenant’s own expense during the term of the tenancy hereby created and to indemnify and keep indemnified the Landlord 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 Landlord shall accept no responsibility with or liability for any loss or costs caused to or suffered by the Tenant in the event of his failure to obtain any requisite licence, approval, permit or consent from Government departments or other competent authority relating to his use or occupation of the Premises;

- (k) To permit the Landlord and his officers, servants, agents, contractors, his or their workmen and any other persons authorized by the Landlord (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 Tenant under this Agreement then and there found, the Landlord may give notice in writing to the Tenant and the Tenant shall within one calendar month of such notice (or such other period as may be specified in such notice) repair and make good the same at the Tenant’s own expense in accordance with such notice and the Tenant's obligations in that behalf herein contained. In the event of the Tenant failing to comply with the said notice, the Landlord may carry out and complete the works required and the Tenant shall pay to the Landlord the costs of such works incurred by the Landlord, and such costs if unpaid on

the due date as specified by the Landlord 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 Tenant to the Landlord, and be forthwith recoverable by action (it being agreed and declared that a certificate under the hand of the Landlord as to the costs of any such works shall be final and conclusive and shall be binding on the Tenant);

- (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 Landlord;

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

- (l) Not to assign, mortgage, charge, demise, 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) 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 the Hong Kong Special Administrative Region of the People's Republic of

China (hereinafter referred to as “Hong Kong”) or which in the opinion of the Landlord may be or become a nuisance or annoyance or injurious or dangerous to health or may cause danger, damage or inconvenience to the Landlord 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 Landlord, its officers, contractors, workmen and the authorized persons from and against all actions, 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 Landlord or that may be awarded against the Landlord or that the Landlord agrees to pay) or anything that the Landlord may be obliged to do arising directly or indirectly out of any breach of the terms and conditions of this Agreement or out of or in connection with the possession, occupation or use of the Premises by the Tenant including but not limited to:
 - (i) all liabilities arising out of the negligence of any person not a party to this Agreement; and
 - (ii) all liability on the part of the Landlord under the Occupiers Liability Ordinance (Cap. 314);

- (o) (i) At the Tenant's own expense to insure and keep insured at all times during the term of the tenancy hereby created the Premises and all fixtures and fittings therein with insurers previously approved by the Landlord in writing in the name of the Tenant with the interest of the Landlord noted on the policy and with the policy containing such provisions for the protection of the

Landlord as the Landlord may reasonably require to avoid the interests of the Landlord being prejudiced by any act, neglect, or default of the Tenant or of any employees, contractors, agents, workmen, or of any other occupier, or any licensee, visitor, guest, or invitee of the Tenant, against loss or damage or costs (including but not limited to any legal expenses that may be incurred by the Landlord or that may be awarded against the Landlord or that the Landlord agrees to pay) or anything that the Landlord 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 Tenant, 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 Landlord 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 tenancy 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 Tenant; 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 Landlord the said policy or policies of such insurance and proof of such payments within seven days of the premiums becoming due failing which the Landlord may take out or renew such policy or policies of insurance in any sum the Landlord may deem expedient; all moneys expended by the Landlord under this provision shall be reimbursed by the Tenant 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 Landlord PROVIDED THAT all moneys received or to be received by virtue of any insurance relating to the Premises maintained or effected by the Tenant (whether or not in pursuance of the obligations herein) are hereby charged to and shall be paid to the Landlord (or if not paid by the insurers directly to the Landlord shall be held on trust for the Landlord) and shall at the option of the Landlord 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 Tenant) 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 Tenant or any employees, contractors, agents, workmen or any other occupiers or any licensees or invitees of the Tenant, the Tenant 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 Landlord. Should the

Tenant fail to perform his obligations as above, it shall be lawful for the Landlord and the authorized persons to enter upon the Premises to carry out such works as the Landlord considers necessary and expedient to remedy such failure. The costs of all such works shall be payable by the Tenant to the Landlord on demand. It being agreed and declared that a certificate under the hand of the Landlord as to the costs of any such works shall be final, conclusive and binding on the Tenant;

- (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 Tenant's contractors, employees, workmen, agents, occupiers, visitors, guests, invitees or licensees as if it were the act, default, negligence or omission of the Tenant and to indemnify and keep indemnified the Landlord 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 Landlord at the expiration or sooner determination of the tenancy hereby created, to demolish and remove at the Tenant's own expense and in all respects to the satisfaction of the Landlord 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 Landlord to the Tenant and at the Tenant'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 Tenant fails to carry out any such works in all respects to the satisfaction of the Landlord as required under this Clause (2)(r), the Landlord may carry out the same and recover the costs so incurred from the Tenant, and such costs if unpaid on the due date as specified by the Landlord 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 Tenant to the Landlord, and be forthwith recoverable by action (it being agreed and declared that a certificate under the hand of the Landlord as to the costs of any such works shall be final and conclusive and shall be binding on the Tenant);

- (s) To maintain and keep at the Tenant's expense and in all respects to the satisfaction of the Landlord 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 Landlord at the expiration or sooner determination of this Agreement;
- (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 Tenant's obligations contained in this Agreement including the Special Conditions set out in the Third Schedule hereto;
- (v) To observe and comply with all laws and regulations of Hong Kong in his use and occupation of the Premises; and
- (w) To permit the Landlord, his servants or agents at all reasonable times with or without notice to enter upon the Premises or any

part thereof for the purpose of inspecting the same so as to ascertain that there is no breach of or failure to observe any of the terms and conditions herein contained.

(3) THE LANDLORD HEREBY AGREES WITH THE TENANT as follows:

To permit the Tenant upon his duly paying the rent, the management fees and the air-conditioning charges, 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 Landlord or anyone lawfully claiming under or through or in trust for the Landlord until such time as this Agreement is determined.

(4) IT IS HEREBY AGREED BY AND BETWEEN THE LANDLORD AND THE TENANT as follows:

(a) That in case the rent, management fees and air-conditioning charges, or other charges hereby reserved or any part thereof payable by the Tenant shall be in arrears and unpaid for twenty-one 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 Tenant herein contained or if the Tenant 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 Landlord at any time thereafter to re-enter upon the Premises or any part thereof in the name of the whole, and thereupon this Agreement shall absolutely determine, but

without prejudice to any right of action of the Landlord 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 and 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 Tenant by the Landlord PROVIDED THAT without prejudice to the Landlord's rights hereinbefore contained in the event of the rent, management fees and 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 Tenant shall pay interest to the Landlord on such amount of the rent, management fees and 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 and air-conditioning charges, or other charges due and interest thereon have been paid by the Tenant to the Landlord, 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 tenancy 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 Landlord and not attributable to any failure of the Tenant 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 Landlord to the Tenant PROVIDED ALWAYS THAT the Landlord 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 Landlord it is not in the Landlord's opinion practicable or reasonable so to do in which circumstances the tenancy hereby created shall be determined without any compensation payable to the Tenant;

- (d) That the Landlord does not warrant, represent or undertake that the Premises are fit or suitable for any particular purpose, use, trade or business whatsoever and the Tenant 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 authority or the incorporated owners 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 Landlord 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 Tenant, 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 Landlord to the Tenant in respect of any loss or damage caused to the Tenant 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 Landlord;
- (g) That at expiration or sooner determination of this Agreement in whatsoever manner the Tenant shall have no right whatsoever to claim compensation in any form or re-provisioning of accommodation from the Landlord;
- (h) That the benefit of this Agreement is personal to the Tenant and not assignable or transferable and the rights given in and the benefits of this Agreement may only be exercised by the Tenant 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 Tenant 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 Tenant 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 Tenant 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 Tenant's business name without the prior written consent of the Landlord;
 - (v) The holding on trust by the Tenant 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 Tenant;
- (i) That the Landlord shall have the full right to terminate this Agreement if the Tenant, 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 tenancy hereby created;
- (j) (i) That each party shall bear his own costs in connection with the preparation of this Agreement and its counterpart; and

- (ii) That the Landlord shall arrange for the stamping of this Agreement and its counterpart, and the Tenant shall pay the adjudication fee and fifty per centum (50%) of the stamp duty (if any) chargeable on this Agreement and its counterpart pursuant to Section 13 and the provision deemed to be contained in this Agreement by virtue of Section 42(2) of the Stamp Duty Ordinance (Cap. 117);

- (k) That any notice to be served by the Landlord or his officers under the terms and conditions of this Agreement shall be deemed to be sufficiently served on the Tenant if left addressed to him on the Premises or forwarded to him by post or left at his 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 Tenant on the Landlord under this Agreement shall be addressed to the Chief Property Manager, Government Property Agency for and on behalf of the Landlord and served on the Landlord 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 Tenant;

- (m) That wherever in this Agreement it is provided that:
 - (i) the Landlord 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 Tenant or on the failure of the Tenant to carry out such works or otherwise) at the cost of the Tenant or that the Tenant shall pay or repay to the Landlord 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 Landlord or the Director or by their duly authorized officers; or

- (ii) the prior approval or consent of the Landlord 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 Tenant" shall mean the party entering into and signing/executing this Agreement 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 Agreement constitutes the entire agreement of the parties about the subject-matter of this Agreement, and that no statement, representation or promise made by either the Tenant or duly authorized officers of the Landlord has been relied upon by the other party to enter into this Agreement, and that no communications, understandings, representations, promises, oral or written statements, warranties, arrangements or agreements, conditions made by either the Tenant or duly authorized officers of the Landlord prior to the execution of this Agreement with respect to the subject-matter of this Agreement may in any way be read or incorporated into this Agreement;

- (p) That notwithstanding any other provisions of this Agreement including any provision which purports to confer a benefit on a person who is not a party to this Agreement, this Agreement is not intended to and does not give any person who is not a party

to this Agreement any right to enforce any provisions of this Agreement under the Contracts (Rights of Third Parties) Ordinance (Cap. 623), and a person who is not a party to this Agreement shall not have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce any provisions of this Agreement;

- (q) That this Agreement shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereby agree to submit to the jurisdiction of the courts of Hong Kong in relation to any matters arising out of this Agreement; and
- (r) (i) That notwithstanding anything herein, upon the occurrence of any of the following events, the Landlord may terminate this Agreement with immediate effect:
 - (a) the Tenant has engaged, or is engaging, or is in the Landlord'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; and
 - (b) the continuation of the tenancy hereby created is or shall in the Landlord'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)(r) shall include but not be limited to aiding, abetting, counselling or procuring. The

decision of the Landlord to terminate this Agreement shall be final, conclusive and binding on the Tenant.

- (ii) That upon exercising the right under Clause (4)(r)(i) and without prejudice to any right of action of the Landlord 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 Tenant herein contained, the tenancy hereby created shall cease and determine and the Tenant shall in accordance with the terms and conditions herein contained quit and deliver up vacant possession of the Premises to the Landlord in all respects to the Landlord's satisfaction and upon the exercise of such right no compensation whatsoever shall be payable by the Landlord to the Tenant.

THIRD SCHEDULE

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

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

(2) (a) The Tenant shall on or before signing or execution of this Agreement deposit with the Landlord the sum of Hong Kong Dollars

(HK\$)

as security for the due payment of the rent, management fees and air-conditioning charges, electricity charges, rates, taxes, assessments, charges, duties and other outgoings as aforesaid and the due payment of the rent, licence fee, 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 any leases or licences of any premises granted or to be granted by the Landlord to the Tenant (hereinafter referred to as "Other Agreements") and the due performance and observance by the Tenant 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 Landlord throughout the term of this Agreement free

of any interest to the Tenant.

- (b) That at the expiration or sooner determination of this Agreement if the Tenant shall have paid all rent, management fees and 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 payable 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 Landlord shall refund the said deposit to the Tenant without interest thereon after the Tenant shall have duly delivered vacant possession of the Premises to the Landlord in accordance with the provisions herein contained but if there shall be any rent, management fees and air-conditioning charges, electricity charges, rates, taxes, assessments, charges, duties, and other outgoings herein contained or any interest payable under Clause (4)(a) hereof and/or any Sums payable under Other Agreements and any interest payable thereon in arrears, the Landlord may apply such deposit towards payment of such arrears of rent, management fees and air-conditioning charges, electricity charges, rates, taxes, assessments, charges, duties, and other outgoings 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 Landlord first having recourse to any security deposit paid under Other Agreements, and the Landlord shall be entitled to deduct the amount(s) from the said deposit for payment of any rates or other charges and interest thereon in arrears to the Government or other corporation (as the case may be) or if there shall be any breach of provisions, conditions, terms or stipulations contained herein or in Other Agreements, the Landlord may apply such deposit towards remedying such

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

- (c) In the case of the Landlord exercising his right to terminate this Agreement and 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 Tenant in payment of the rent, management fees and air-conditioning charges, electricity charges, rates, taxes, assessments, charges, duties and other outgoings or 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 Tenant's part herein contained, the Landlord shall without prejudice to his 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 Landlord from recovering from the Tenant 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 rent, management fees and air-conditioning charges, electricity 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 monthly rent, management fees and air-conditioning charges, electricity charges, rates, taxes, assessments, charges, duties and other outgoings payable by the Tenant hereunder and any interest

payable under Clause (4)(a) hereof, the Tenant 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 or accordingly in any action for recovery of possession for non-payment of the Sums payable under Other Agreements and any interest payable thereon, the Tenant 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 shall affect or prejudice the rights and interests of the Landlord under Other Agreements or any provisions, conditions, terms and stipulations contained in Other Agreements, or shall prevent the Landlord from recovering from the Tenant 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 Landlord 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 Landlord first having recourse to any security deposit paid under Other Agreements or taking any actions or proceedings under Other Agreements.

(3) The Tenant 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 Landlord.

- (4) (a) The Tenant 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 Tenant.

(b) The Tenant 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 Tenant shall fit out the interior of the Premises at the Tenant'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 Landlord.

(b) Without limitation to the generality of sub-clause (a) of this Special Condition, the Tenant shall:

 - (i) submit to the Landlord 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") prepared by an authorized person (as defined in the Buildings Ordinance (Cap. 123)) appointed by the Tenant (hereinafter referred to as "the Authorized Person") for written approval 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 Landlord 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 Landlord and the Director;

- (iii) not commence any fitting-out works prior to the written approval of the Landlord 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 Tenant'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 Landlord 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 calendar months of the commencement of the term of the tenancy hereby created or at such time as may be approved in writing by the Landlord;
- (vi) within eight weeks after the completion of all fitting-out works or at such time as may be approved in writing by the Landlord, submit to the Landlord a certificate issued by the Authorized Person certifying the completion of such works in accordance with current legislation, regulations and the Plans; and

- (vii) subject to Special Condition No. (34) hereof, provide, install and maintain in good repair and condition at the Tenant's own expense all air-conditioning equipment, piping, pipe fittings, wiring and other necessary apparatus connected with the Landlord's chilled water isolating valve in the Premises as the Landlord 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 Landlord and the Director and any proposed change to the amount of chilled water supply shall first be submitted by the Tenant to the Director and approved by the Director in writing subject to the availability of spare capacity of the chilled water main.

- (c) The Tenant 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 Landlord 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 Tenant.

- (d) Any approval given by the Landlord or the Director under this Special Condition shall not make the Landlord 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 Tenant.

(6) The Tenant may install a shop sign, if so desired, at the shop front, the size, design and materials of which shall be subject to the prior written approval of the Landlord and the manager of the Building and subject thereto, the Tenant 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 Landlord and the manager of the Building.

(7) The Landlord shall have the right to suspend the use of the Premises or any part thereof, or close and prohibit access to the Building or the Premises, or any part thereof, without prior notice to the Tenant, 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 Landlord considers proper or sufficient (as to which the decision of the Landlord shall be final, conclusive and binding on the Tenant). In the event of such suspension of use, or closure and prohibition of access, the Tenant shall not be entitled to claim any compensation therefor whatsoever or any refund of the rent, management fees and air-conditioning charges or other charges already paid or part thereof.

(8) The security of the Premises and any property therein shall be the sole responsibility of the Tenant, and in particular, the Tenant 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) (a) The Tenant 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 Tenant shall reimburse the Landlord 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 Tenant.

(10) Except with the prior written consent of the Landlord, the Tenant shall not alter any main electricity cable, gas or water pipe (if any) 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.

(11) The Tenant shall give notice in writing to the Landlord or his 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 Landlord failing which such repairs shall be undertaken by the Landlord at the Tenant's expense with the expense so incurred at the sole determination of the Landlord.

(12) The Tenant 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 Landlord with respect to the said utilities.

(13) The Tenant 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 Landlord 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.

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

(15) The Tenant 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.

(16) The Tenant 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 Landlord; and
- (b) arrange for and effect the daily removal from the Premises of all refuse in accordance with the regulations from time to time made or adopted by the Landlord PROVIDED THAT if required by the Landlord, the Tenant shall use the services provided by the Landlord and shall pay to the Landlord such fees as the Landlord shall determine, whose determination shall be final, conclusive and binding on the Tenant. For the

avoidance of doubt, the payments made under Clause (2)(i) of this Agreement do not cover the fee for the services provided by the Landlord under this Special Condition.

- (17) (a) The Tenant 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 Tenant 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 Tenant shall pay or reimburse the Landlord forthwith upon demand all costs, losses and damages incurred, suffered or payable by the Landlord arising directly or indirectly out of or in connection with the Tenant's failure to comply with or to observe the provisions in sub-clause (a) of this Special Condition.
- (18) The Tenant shall pay to the Landlord forthwith upon demand the costs incurred by the Landlord in cleansing and clearing any of the drains choked or blocked by improper or careless use thereof by the Tenant or his employees, contractors, agents, occupiers, invitees or licensees.
- (19) The Tenant shall operate the Business in accordance with good commercial practice and in all respects to the satisfaction of the Landlord and shall ensure that the reputation of the Building, the goodwill and reputation of the Landlord, other tenants or

occupiers of the Building or their businesses or operations carried on in the Building will not in any way be prejudiced.

(20) (a) The Tenant shall not carry out 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 Tenant's employees, agents or licensees.

(b) The Tenant shall not extend the display and sale of the goods or services beyond the Premises.

(21) The Tenant shall not cook or prepare any food in the Premises except with the prior written consent of the Landlord.

(22) No plastic bottled water measuring 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 Landlord.

(23) The Tenant 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 Landlord.

(24) The Tenant 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.

(25) The Tenant shall not keep any animals or pets within the Premises.

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

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

(28) The Landlord shall have the absolute right at his sole discretion to permit any premises or areas within the Building for use as retail or service business for the purposes as specified in the First Schedule hereto or any other purposes and the Tenant shall make no objection thereto and shall have no right to claim compensation whatsoever for such permission.

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

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

(31) Notwithstanding Clause (1) and Special Condition No. (1) hereof, the Landlord shall have full power to terminate this Agreement 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 Tenant three 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 Landlord's right to enforce any antecedent breaches the tenancy of the Premises or any part thereof so resumed shall cease, determine and be void and the Tenant 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 Landlord to the Tenant in respect of the Premises or any part so resumed regardless of whether the Landlord shall terminate this Agreement during the term of the tenancy.

(32) The Landlord shall be entitled from time to time and by notice in writing to the Tenant to make, introduce and subsequently amend, adopt or abolish if necessary such regulations as the Landlord may consider necessary for the proper operation, maintenance or management of the Building or any part thereof. The Tenant shall observe and comply with the said regulations as may from time to time be made or adopted by the Landlord.

(33) The Tenant 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 Landlord not less than fourteen days in advance before the date it is required and the Landlord shall have the sole discretion in deciding on such request. If the request is approved, the Tenant shall be required to pay for any additional service charge as specified by the Landlord.

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

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

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

(37) No gas and water shall be provided to the Premises.

(38) (a) The Tenant acknowledges and accepts that:

(i) 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 for the security of the Building and such access control measures including but not

limited to (1) prohibition of entry into the Building for visitors, customers or guests who are not accompanied by the Tenant or his employees, staff or servants between 11:00 p.m. and 06:00 a.m. the following day; and (2) registration of information such as the names, the staff card numbers/Hong Kong Identity Card numbers and/or the driving licence numbers of the Tenant and his employees, staff and servants and their accompanied visitors, customers and guests, and prohibition of entry into the Building for such persons who refuse to register such information; and

- (ii) the access control measures and the time of implementation of the access control measures may from time to time be varied, extended or supplemented by the Landlord at the Landlord's sole discretion.
- (b) The Tenant shall at all times comply with the access control measures from time to time implemented by the Landlord, and shall ensure that all such access control measures are observed by his employees, staff, servants, visitors, customers and guests.
- (c) The Tenant shall not be entitled to claim any compensation whatsoever or refund, abatement or reduction of the rent, management fees and air-conditioning charges or other charges or part thereof (whether already paid or to be paid) in the event of any loss or damage that may be caused to the Tenant or others by reason of the access control measures and the implementation thereof.

- (39) (a) If the Tenant shall be desirous of taking a tenancy of the Premises for a further term of three years from the date of expiry of the term of the tenancy hereby created at the monthly rent and on the same terms and conditions as are herein contained save and except for this Special Condition, the Tenant shall give written notice to the Landlord of such desire not less than nine (9) calendar months before the expiration of the term of the tenancy hereby created. After the Tenant duly giving the notice to the Landlord aforesaid, the Landlord shall issue a renewal letter (hereinafter referred to as "the Renewal Letter") to the Tenant which shall be in such form and contain such provisions as the Landlord may prescribe, including the provision that the renewal shall be conditional upon the Tenant having duly observed and performed all the terms and conditions to be observed or performed by and on the part of the Tenant herein contained in all respects to the satisfaction of the Landlord (as to which the decision of the Landlord shall be final, conclusive and binding on the Tenant) up to the expiration of the term of the tenancy hereby created. The Renewal Letter shall be accepted and signed by the Tenant within such period of time as may be specified by the Landlord, to the effect that the Renewal Letter accepted and signed by the Tenant shall constitute a binding agreement of the renewal of tenancy. If the Tenant fails to accept and sign the Renewal Letter within the period of time specified by the Landlord, the tenancy hereby created shall automatically terminate at the expiration of the term of the tenancy hereby created. In the event that the Tenant shall fail to comply with the provisions of the Renewal Letter which results in non-renewal of tenancy after accepting and signing the Renewal Letter as aforesaid, the Tenant shall indemnify and keep indemnified the Landlord from and against all actions, costs, claims, demands, losses, damages whatsoever arising out of or in connection with the

Tenant's failure to proceed with the renewal of tenancy, and the Landlord shall be at liberty to grant a new tenancy of the Premises to other parties or otherwise deal with the Premises at such time and in such manner (including the invitation of tenders) as the Landlord may deem fit.

- (b) If the Landlord has not received from the Tenant notice of desire given under and pursuant to sub-clause (a) of this Special Condition, the tenancy hereby created shall automatically terminate at the expiration of the term of the tenancy hereby created. The Landlord shall have the full right to arrange for any new tenancy of the Premises at its sole discretion and the Tenant shall at all reasonable times within nine calendar months immediately preceding the expiration of the term of the tenancy hereby created and upon prior notice allow prospective tenants to inspect the Premises.

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

(41) No cigarettes, cigars or other tobacco related products shall be displayed or sold at the Premises. The decision of the Landlord as to what constitutes cigarettes, cigars or other tobacco related products shall be final, conclusive and binding on the Tenant.

(42) The Tenant 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.

(43) (a) The Tenant shall not provide plastic straws for any customers.

- (b) The Tenant 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 Tenant 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 Tenant 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 Landlord's prior written approval, the Tenant 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 Tenant 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 Agreement –
 - (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 Tenant 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 Landlord and the decision of the Landlord as to whether the Tenant has complied with those requirements and conditions in all respects to the satisfaction of the Landlord shall be final, conclusive and binding on the Tenant.

- (h) In the event that the Tenant 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 Landlord, without prejudice to any other right or remedy which the Landlord may have in relation to any breach, non-compliance and non-performance of the conditions of this Agreement on the part of the Tenant, the Landlord shall have the right to institute appropriate actions against the Tenant, including but not limited to applying lower marks in the future assessment of, or barring applications for, renewal of existing tenancy, and/or tender for new tenancy by the Tenant; and the Landlord shall have the right to terminate the tenancy hereby created by giving the Tenant six calendar months' notice in writing without refund of the Monthly Rent, management fees or other charges already paid or any part thereof or compensation therefor being payable to the Tenant.

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

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

Government Property Agency
Hong Kong

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

in the presence of :-

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

OR

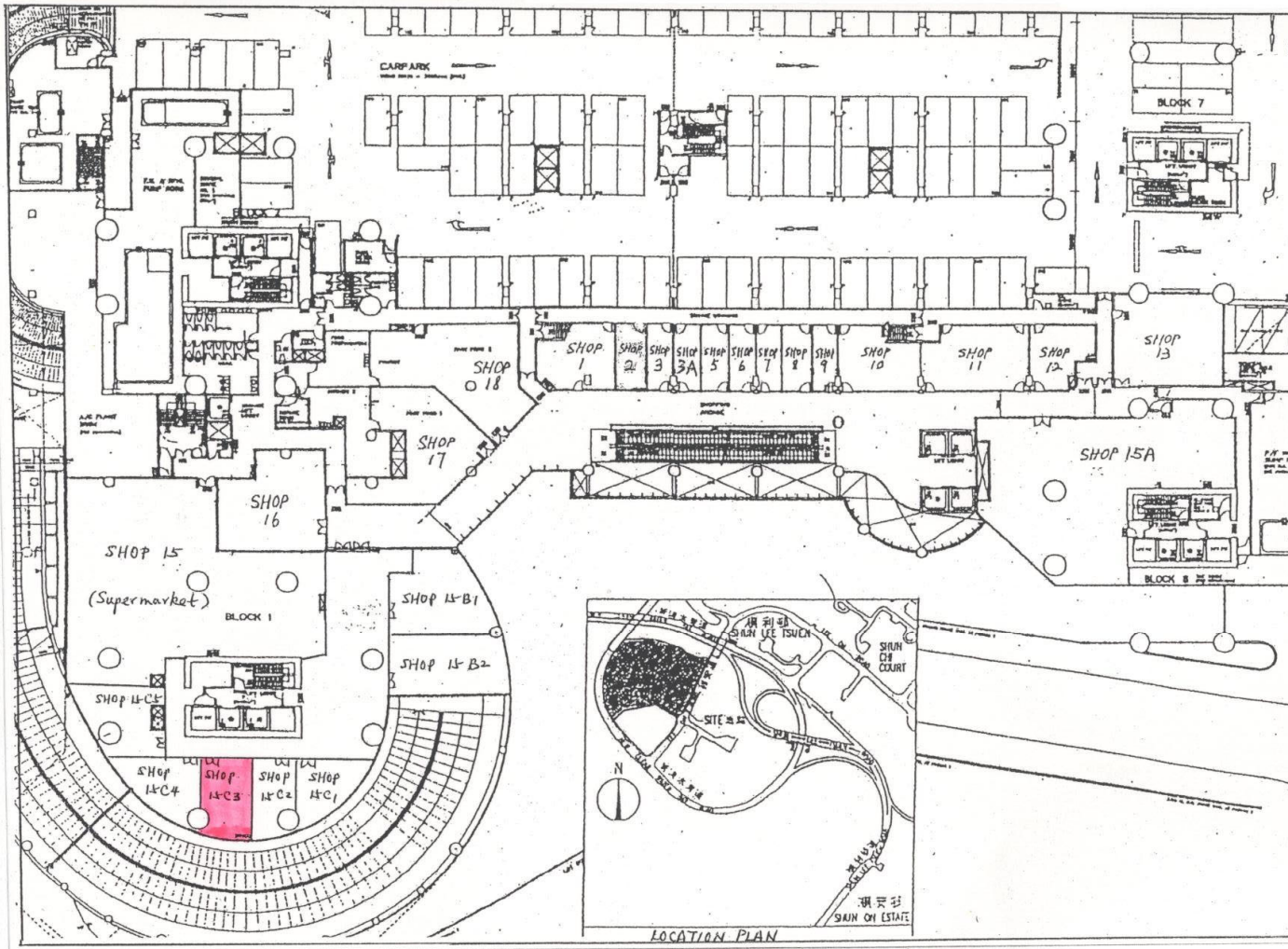
Sealed with the Common Seal of)
 the Tenant and signed by)
)
)
)
 in the presence of:-)
)
)

OR

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

Executed by the Tenant 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: 26 SQUARE METRES (ABOUT)

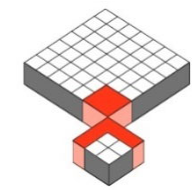
TENANCY AGREEMENT NO.:
GPA K22356

TENANT:

PREMISES:
SHOP NO. 15C3 ON PODIUM LEVEL 2 OF SHUN LEE DISCIPLINED SERVICES QUARTERS, NO. 32 LEE ON ROAD, KWUN TONG, KOWLOON, HONG KONG

PARTIES	SIGNATURE / EXECUTION
LANDLORD	
WITNESS	
TENANT	
WITNESS	
DATE	
FILE NO.	LC/TEN/5795/3938

DRAWING NO.:
GPA K22356



**GOVERNMENT
PROPERTY
AGENCY**

