

25 March 2025

To: Prospective Tenderer

Tender Ref: LO-25-01-07
Tender Subject: Commercial Letting – Shop G03a on G/F, Building 8 in Hong Kong-Shenzhen Innovation and Technology Park

Tender Addendum No.1

We refer to the captioned tender issued on 7 February 2025 and would like to inform you that the following amendments to the Tender Documents are required:

#	Item	Amendment
	<u>Tender Schedule 5: Requirement Specifications</u>	
1.	Section 5.6.6 – Service Charges (page 17 of the Tender Documents)	Details as per amendment sheets attached. The amended areas are marked in red in the mark-up copy for reference.
	<u>Pro Forma Retail Tenancy Agreement</u>	
2.	3.17 (b) (page 30 of the Pro Forma Retail Tenancy Agreement)	

2. Apart from the above, all the other terms and conditions of the Tender Documents shall remain unchanged, and the above addendum shall form part of the Tender Documents.

3. Prospective tenderers shall submit their tenders from **9:00 a.m. to 5:00 p.m. (Hong Kong time) on 11 April 2025**. Late tender submission will not be accepted.

Leasing & Operations Division

Item 1

Tender Schedule 5: Requirement Specifications

Section 5.6.6 – Service Charges

(page 17 of the Tender Documents)

5.6 General Conditions

- 5.6.1 Only tenders submitted through the HSITPL Tender Box by limited companies will be accepted.
- 5.6.2 Each Tender shall be used to tender for one commercial premises only. For tenderers who wish to bid for more than one premises under this tender, they are required to complete and submit a separate tender for each commercial premises.
- 5.6.3 Only the designated trade(s) as set out in Appendix I will be considered. Tendered financial terms as set out in Tender Schedule 4: Price Schedule will be final and not subject to negotiation with a tenancy for a fixed term of 3 years.
- 5.6.4 The Premises specified in Appendix I do not represent the total number of premises available for lease at the Park. HSITPL may, in its sole discretion, determine to let other commercial premises for the purpose of recruiting tenants for other trades through open tendering or other recruitment methods.
- 5.6.5 Tenants shall occupy the Premises for their own use, and no assignment, sub-letting or parting with the possession of the Premises or any part thereof will be permitted.
- 5.6.6 Tenants are responsible for paying the monthly service charges at **HK\$12.00/sq.ft.** (rates, management fees, municipal solid waste charge, charges and any other outgoings whatsoever), which are subject to review and adjustment at any time by the Landlord.
- 5.6.7 The business hours should be scheduled as follows:-
07:00 to 20:00 on Mondays to Fridays;
10:00 to 20:00 on Saturdays, Sundays and Public Holidays.
- 5.6.8 Tenants are responsible for paying the Government Rent and Rates (“rent & rates”) under the Tenancy Agreement. If the Premises have not yet been assessed prior to the commencement of the tenancy, provisional rent and rates will be charged monthly based on the Landlord’s assessment of the likely amount of rent and rates.
- 5.6.9 The successful Tenderer is required to submit a cashier’s order made payable to “**Hong Kong-Shenzhen Innovation and Technology Park Limited**” in the amount of **HK\$ XXXXX** being partial payments of Security Deposit as defined in the Tenancy Agreement within **fourteen (14) working days** after receiving the Letter of Acceptance from HSITPL, failing which, the tender will not be awarded to the successful Tenderer.
- 5.6.10 Upon signing the formal Tenancy Agreement, the successful Tenderer is required to pay the Landlord the following payments:-
- The first month’s basic rent, service charges, and rent and rates;
 - A Security Deposit equivalent to XX (X) months’ basic rent, service charges, and the rent and rates;
 - Half share of stamp duty for the Tenancy Agreement and its duplicate; and
 - Registration fee for a memorandum of Tenancy Agreement and its duplicate (if any).
- 5.6.11 If the successful Tenderer fails to sign and return the formal Tenancy Agreement together with the necessary payments as mentioned above on or before the prescribed deadline as stated thereof, the partial Security Deposit will be forfeited to HSITPL as liquidated damages and not as a penalty.
- 5.6.12 Granting of a commercial tenancy does not confer the successful Tenderer exclusive rights to any particular trade at the Park. HSITPL reserves the right to let other premises in whatever manner for the same trade according to the needs of the Park as assessed by the Landlord. Any changes of permitted use during the tenancy term will not be approved.

Item 2

Pro Forma Retail Tenancy Agreement

3.17 (b)

(page 30 of the Pro Forma Retail Tenancy Agreement)

- (a) To comply with all laws and regulation and the rules for the Building and/or the Development from time to time made or adopted by the Landlord and/or the Manager (including without limitation the Handbook and Manuals and the Fitting Out Guidelines) provided that if there is a conflict between such rules and this Agreement, this Agreement shall prevail.
- (b) To comply with the code of practice for the Building and/or the Development from time to time made or adopted by the Landlord and/or the Manager (including without limitation the Code of Practice for Energy Efficiency of Building Services Installation, hereinafter referred to as the "Building Energy Code" or "BEC", issued under Part 9 of the Buildings Energy Efficiency Ordinance (Chapter 610)).

3.18 Costs

To pay to the Landlord on an indemnity basis, as rent and within 14 days of demand, all costs and other expenses properly and reasonably incurred by the Landlord in relation to:

- (a) every application made by the Tenant for consent whether it is granted, refused, offered subject to any qualification, or any application withdrawn by the Tenant for any reason whatsoever;
- (b) professional advice obtained by the Landlord following an application by the Tenant for consent, permission or approval under this Agreement;
- (c) the preparation and service of a schedule of dilapidations during or after the expiry of the Term;
- (d) the recovery of Rent, Service Charges, Government Rent, Government Rates or other sums due from the Tenant;
- (e) the standard fees imposed by the Landlord from time to time in respect of the vetting of any drawings and specifications for any works proposed to be carried out by or on behalf of the Tenant;
- (f) professional advice obtained by the Landlord in inspecting or monitoring any works carried out by or on behalf of the Tenant; and
- (g) affixing, altering or replacing the Tenant's name or business name on the directory boards or directional signs in the Building and/or the Development,

and this Clause shall survive the expiry of the Term.

3.19 Evidence of Compliance

To produce to the Landlord such evidence forthwith as the Landlord may reasonably require from time to time to satisfy itself that the provisions of this Agreement have