QUOTATION NOTICE

INVITATION TO QUOTATION FOR A TENANCY OF THE
GOVERNMENT PROPERTY AT EITHER AREA A OR AREA B ON
THE FIRST FLOOR OF CENTRAL GOVERNMENT OFFICES,
NO. 2 TIM MEI AVENUE, TAMAR, HONG KONG
FOR THE INSTALLATION AND OPERATION OF
AUTOMATED TELLER MACHINE(S)
(Quotation Reference No.: GPA H21516)

Quotations are invited for two tenancies (hereinafter collectively referred to as “the Tenancy Agreements” and individually referred to as “the Tenancy Agreement”) of the two Government properties situate at (i) Area A on the First Floor of Central Government Offices, No. 2 Tim Mei Avenue, Tamar, Hong Kong (hereinafter referred to as “the 1st Property”) and (ii) Area B on the First Floor of Central Government Offices, No. 2 Tim Mei Avenue, Tamar, Hong Kong (hereinafter referred to as “the 2nd Property”) (the 1st Property and the 2nd Property are hereinafter collectively referred to as “the Premises” in this Quotation Notice) which are for identification purpose only shown coloured pink on the plans (Plan Nos. GPA H21516-1 and GPA H21516-2 respectively) annexed to the form of Tenancy Agreement annexed hereto (hereinafter referred to as “the Form of Tenancy Agreement”) for a term of three years for the installation and operation of one or several automated teller machine(s) belonging to the Tenant 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 (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. All bidders are advised to note (Any quotation submitted which is not in conformity with the requirements contained in sub-paragraphs (b) and (c) will not be considered by the Government):-

(a) that one tenancy will be awarded for the 1st Property and the other tenancy will be awarded for the 2nd Property;

(b) that each bidder MUST submit one quotation only;

(c) that bidders MUST state in the Form of Quotation annexed hereto the FIXED monthly rental (exclusive of rates, electricity charges and any other outgoings whatsoever) they are prepared to offer to the Government for one of the tenancies of the Premises;

(d) that subject to Paragraph 2 of this Quotation Notice, one tenancy
will be awarded to the bidder being a member of Joint Electronic Teller Services Limited or their wholly owned subsidiary company (hereinafter referred to as “JETCO”) and submitting the highest quotation among bidders of JETCO, and the other tenancy will be awarded to the bidder being either Hang Seng Bank, Limited or The Hongkong and Shanghai Banking Corporation Limited or their wholly owned subsidiary company (hereinafter collectively referred to as “the HSB and HSBC Group”) and submitting the highest quotation among bidders of the HSB and HSBC Group (hereinafter collectively referred to as “the successful bidders”) PROVIDED THAT the two tenancies will not be awarded to the same bidder or two bidders who are using the same inter-linked banking automated teller machine network system;

(e) (i) that between the successful bidders, the one who submits the higher quotation shall have priority over the other successful bidder to select either a tenancy of the 1st Property or a tenancy of the 2nd Property; and

(ii) that if there is only one successful bidder, the successful bidder has the right to select either a tenancy of the 1st Property or a tenancy of the 2nd Property.

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 either Area A or Area B on the First Floor of Central Government Offices, No. 2 Tim Mei Avenue, Tamar, Hong Kong for the installation and operation of automated teller machine(s) (Quotation Reference No.: GPA H21516)” 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 8th day of July 2020. If tropical cyclone signal No. 8 or above is hoisted, or a black rainstorm warning signal or “extreme conditions after super typhoons” announced by the Government is/are in force at any time between 9:00 a.m. and 12:00 noon on the 8th day of July 2020, 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 after super typhoons” 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 8th day of July 2020, 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 (https://www.gpa.gov.hk/english/home/home.html). 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 7th day of November 2020. 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** as referred in Clause (4)(b)(i) of 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 quotations are accepted, the successful bidder as referred to in Paragraph 3(d) of this Quotation Notice shall be the Tenant of either one of the tenancies of the Premises and the successful bidders shall be notified of the acceptance of their quotations by a letter posted to each of them at or delivered to the address stated in their respective Form of Quotation. The successful bidders as referred to in Paragraphs 3(e)(i) and 3(e)(ii) of this Quotation Notice shall within 7 days of being called upon by the Government so to do select either one of the tenancies of the Premises. 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 a Tenancy Agreement and the plan annexed thereto for the respective tenancy, and shall pay to the Government the balance of security deposit and first month’s rent due under the said Tenancy Agreement. Where the successful quotation has been made on behalf of a principal, the principal shall himself sign or execute the said 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 said Tenancy Agreement and the plan annexed thereto. If the successful bidder shall fail to sign or execute the said Tenancy Agreement and the plan annexed thereto or pay the balance of security deposit and first month’s rent 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 relevant 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 or tenancies of the 1st Property and/or the 2nd Property (as the case may be) to other parties or invite quotations or otherwise deal with the tenancy of the 1st Property and/or the 2nd Property (as the case may be) at such time and in such manner as the Government shall deem fit.
12. Subject to the due signing or execution of the said Tenancy Agreement and the plan annexed thereto, and to the payment of the balance of the security deposit and first month’s rent as hereinbefore provided, possession of the 1st Property or the 2nd Property (as the case may be) will be given to the respective successful bidder within three calendar months of the date on which the said Tenancy Agreement and the plan annexed thereto are signed or executed. The successful bidders 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 7th day of November 2020 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 1st Property or the 2nd Property (as the case may be) under the Tenancy Agreement and the plan annexed thereto in such state and condition as existing on the date on which possession of the 1st Property or the 2nd Property (as the case may be) 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 26th day of June 2020 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 7th day of November 2020. 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,
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 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

Bidders are advised to note that:

(a) quotations will only be accepted from banks duly licensed under Section 16 of the Banking Ordinance (Cap. 155);

(b) pursuant to Clause (2)(c) of the Form of Tenancy Agreement, the successful bidder shall make such arrangements at its own cost and expense for the supply of electricity to the Premises;

(c) pursuant to Clause (2)(h)(i) of the Form of Tenancy Agreement, the successful bidder shall fit out the Premises at its own expense all in compliance with the Technical Schedule annexed to the Form of Tenancy Agreement and according to such plans and specifications (including but not limited to perspective drawings, detailed drawings and electrical schematic drawings) prepared by an authorized person (as defined in the Buildings Ordinance (Cap. 123), any regulations made thereunder and any amending legislations) as shall have been first submitted by the successful bidder to and approved in writing by the Director of Architectural Services and the Government in a good and workmanlike fashion using good quality materials; and

(d) the members of the public are not permitted to enter the Central Government Offices unless they have official business in the Central Government Offices.
報價公告

報價邀請書
香港添馬添美道 2 號政府總部 1 樓

A 區或 B 區的政府物業租用權
用以安裝並操作自動櫃員機

現按本報價公告及夾附租約大綱（以下簡稱「租約大綱」）所稱列的條款及條件，邀請就以下兩項政府物業的租用權（兩項政府物業租約統稱「該等租約」，個別租約簡稱「租約」）提交報價書：(i)香港添馬添美道 2 號政府總部 1 樓 A 區的政府物業（以下簡稱「第一項物業」）；以及(ii)香港添馬添美道 2 號政府總部 1 樓 B 區的政府物業（以下簡稱「第二項物業」）。租期為三年。該等處所只供安裝並操作一或多台屬於承租人所有的自動櫃員機，其位置於租約大綱夾附的圖則（圖則編號：GPA H21516-1 及 GPA H21516-2）內以粉紅色標明，以資識別。

2. 香港特別行政區政府（以下簡稱「政府」）不一定接納報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租約書時，會考慮競投人過往或現時作為政府物業承租人的表現。政府就是否批出租約書所作的決定，屬最終決定。

3. 所有競投人請注意（不符合本段 (b) 及 (c) 分段所載規定的報價書，政府一概不予考慮）：

   (a) 政府會就第一項物業批出一份租約，第二項物業則批出另一份租約；

   (b) 每名競投人必須只提交一份報價書；

   (c) 競投人必須在夾附的報價表格內，填寫為承租該等處所中其中一個處所的租用權而提議向政府繳付的固定月租（不包括差餉、電費及任何其他支出）；
(d) 在不抵觸本報價公告第 2 段所載規定的情況下，政府會把一份租約批予在所有由銀聯通寶有限公司成員或其全資附屬公司（以下簡稱「銀聯」）提交的報價書中出價最高的銀聯競投人，另一份租約則批予在所有由恒生銀行有限公司、香港上海滙豐銀行有限公司或其全資附屬公司（以下統稱「恒生銀行及滙豐銀行集團」）提交的報價書中出價最高的恒生銀行及滙豐銀行集團競投人（兩位出價最高的競投人簡稱「該等成功競投人」，個別出價最高的競投人簡稱「成功競投人」），但政府不會把兩份租約批予同一競投人，也不會批予兩名使用同一個互連銀行自動櫃員機網絡系統的競投人；

(e) (i) 該等成功競投人中出價較高的—位可優先從第一項物業租約和第二項物業租約中選擇一份租約；以及

(ii) 如只有一位成功競投人，此成功競投人可從第一項物業租約和第二項物業租約中選擇一份租約。

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「就香港添馬添美道 2 號政府總部 1 樓 A 區或 B 區的政府物業租用權用以安裝並操作自動櫃員機提交報價書（報價編號：GPA H21516）」。

5. (a) 報價書必須在二零二零年七月八日正午十二時前，放入香港九龍油麻地海底道 11 號政府產業署收款處（下稱「政府產業署收款處」）內。若二零二零年七月八日上午九時至正午十二時期間正懸掛八號或以上熱帶氣旋警告信號，或黑色暴雨警告或政府公布的新風後的極端情況正在生效，遞交報價書的截止時間將延至改發八號以下熱帶氣旋警告信號，或黑色暴雨警告信號或政府公布的「超級颱風後的極端情況」停止生效後的首個工作天正午十二時。若延遲後的遞交報價書截止日期為星期六，遞交報價書的截止時間將延至下一個工作天正午十二時。若在二零二零年七月八日當天上午九時至正午十二時
期間的任何時間內，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遞交報價書截止時間，直至另行通知。當通道重開後，政府產業署會盡快公布已推遲的遞交報價書截止時間。上述公布事項會於政府產業署網址發出(https://www.gpa.gov.hk/chinese/home/home.html)。不符合第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，不得在本報價公告或報價表格或租約大綱中加插、刪除或改動任何條款或條件。競投人如對本報價公告或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不符合本5(c)段所載規定的報價書。

6. 所有競投人應在遞交報價書截止日期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)。不符合本報價公告所載全部條款及規定的報價書，可能不獲政府考慮或評審。政府保留權利，可在遞交報價書截止日期後，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限內向政府遞交該等資料及文件。如沒有提供所需的資料及文件，則會按所收到的資料及文件評審報價書。

7. 競投人遞交報價書時，必須附上面額相等於一個月租金(按報價書所提議租金計算)的港幣銀行本票或支票，支付予「香港特別行政區政府」，而該支票或銀行本票須由根據《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，該支票須經付款銀行核證為有效，保證直到二零二零年十一月七日可獲兌現。政府對報價書作出決定前，所有銀行本票及支票均不會兌現。成功競投人必須按租約大綱第(4)(b)(i)條規定，繳交以港幣計算相等於三個月租金(按報價書所提議租金計算)的保證金。如報價書獲接納，隨報價書附上的銀行本票或支票將視作所規定的部分保證金。所有其他銀行本票及支票將按報價書所載地址退回落選的競投人。政府保留權利，可要求競投人就所提交的銀行本票或支票作出補充說明。如須就所遞交的銀行本票或支票作出補充說明，競投人必須在該要求補充說明的信件指明的日期前回覆；如該要求補充說明的信件沒有指明日期，則須在
該要求補充說明的信件發出日期起計一個星期內回覆。在上述訂明的時間內，如競投人沒有回覆要求補充說明的信件或依循該信件提交符合第 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. 競投人必須把該等處所自用並用作經營業務，政府才會考慮接納其報價書。政府不會准許成功競投人把該等處所或其中任何部分或任何權益轉讓、分租、轉租或放棄其管有權。

9. (a) 競投人如以附屬公司身分提交報價書，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、地址及聯絡人的姓名。

(c) 如競投人為一人，報價書必須以該人獨資經營商號或業務的名義填寫。如競投人為多人，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 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) 的同意。

10. (a) 競投人如以一人或多人的身分提交報價書，須附上有效商業登記證副本及由稅務局局長發出載有該商號或業務獨資經營人全體合夥人 (視乎屬何種情況而定) 姓名的商業登記冊內商號資料摘錄核證本。

(b) 競投人如以法團身分提交報價書，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 (如在提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，本報價公告第3(d)段所指成功競投人即成為該等處所中其中一個處所的承租人，而該等成功競投人將獲發信通知，通知信會按其在報價表格上填寫的地址以郵遞或專人派送方式送交每位成功競投人。本報價公告第3(c)(i)及3(c)(ii)段所指該等成功競投人須於政府發出通知後七日內，選擇一份該等處所的租約。該成功競投人須於政府發出通知後七日內，就相關租約按（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，並向政府繳付根據上述租約應付的保金餘數及首月租金。如獲選的報價書由代理人代主事人提交，主事人須親身簽署或簽立上述租約及夾附的圖則。如獲選的報價書由合夥公司提交，或由他人代合夥公司提交，則上述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定期內簽署或簽立上述租約及夾附的圖則，或未有在上述限定期內向政府繳付保金餘數及首月租金，則政府可依照是次報價的規則辦理或取消報價書。取消報價書後，相關獲選報價書附上的部分保金的款項，將全數充公，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，政府有權把第一項物業及/或第二項物業（視屬何情況而定）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第一項物業及/或第二項物業（視屬何情況而定）的租用權。

12. 成功競投人妥為簽署或簽立上述租約及夾附的圖則，並繳付前述規定的保金餘數及首月租金後，第一項物業或第二項物業（視屬何情況而定）的管有權將於成功競投人簽署或簽立上述租約及夾附的圖則當日起計三個曆月內授予成功競投人。政府產業署總產業經理會發信通知該等成功競投人授予管有權日期及租約生效日期。

13. 所有報價書由遞交報價書截止日期起至二零二零年十一月七日有效。在上述期限屆滿前，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所載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報價書所提議租金的款額、與任何其他人安排調整報價書所提議租金的款額、與任何其他人就他本人或該其他人應否提交報價書訂立任何安排，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，或違反在報價表格第7段所作的保證，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費用（包括但不限於政府產業署是次報價工作或日後進行任何報價工作的費用）。

(b) 第14(a)段不適用於競投人為索取保險報價以計算報價書所提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編製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）界定），作為該僱員在報價事宜上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事宜上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》界定）。如競投人在與報價有關的事宜上觸犯該條例下所訂的任何罪行，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費用（包括但不限於政府產業署是次報價工作或日後進行任何報價工作的費用）。

16. 競投人須留意本公告附表所載的額外條款及條件（如有）。

17. 成功競投人須按授予租約及夾附圖則所訂明的第一項物業或第二項物業（視屬何情況而定）的管有權當日，第一項物業或第二項物業（視屬何情況而定）的情況及狀況接收第一項物業或第二項物業（視屬何情況而定）。所有競投人應於遞交報價書之前，自費視察及勘測該等處所，以確定該等處所的實際情況、狀況或穩固安全程度。競投人如欲實地視察該等處所，須在二零二零年六月二十六日或之前與本報價公告第20段所述的人員聯絡，以作安排。
18. 報價結果將於二零二零年十一月七日或之前公布。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，又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，又或轉交其他政府部門作該用途；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報價表格內所填報的個人資料。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：丘少偉先生)
電話號碼：3842 6775；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報價公告的一部分。該等陳述或行動不得據以或視為闡述、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列出的任何條款或條件。

22. 此為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懷疑或爭議，當以政府在英文本所表達的原意為準。
附表

競投人請注意：

(a) 政府只會接受根據《銀行業條例》(第155章)第16條規定獲妥為發牌的銀行提交報價書；

(b) 租約大綱第(2)(c)條規定，成功競投人須自費安排為該等處所供電；

(c) 租約大綱第(2)(h)(i)條規定，成功競投人須自費為該等處所進行裝修工程；成功競投人須首先向建築署署長和政府送交由認可人士(如《建築物條例》(第123章)、其下任何規例及任何修訂法例界定)擬備的圖則和規格(包括但不限於透視圖、詳圖及電氣布線圖)，然後按照事先獲署長和政府書面批准的圖則和規格，以優良和熟練方式，採用優質物料，為該等處所進行裝修工程（全部工程須符合租約大綱夾附的技術細則表）；以及

(d) 公眾人士除非在政府總部處理公務，否則不得進入政府總部。
FORM OF QUOTATION

QUOTATION FOR A TENANCY OF THE GOVERNMENT PROPERTY
AT EITHER AREA A OR AREA B ON THE FIRST FLOOR OF
CENTRAL GOVERNMENT OFFICES,
NO. 2 TIM MEI AVENUE, TAMAR, HONG KONG
FOR THE INSTALLATION AND OPERATION OF
AUTOMATED TELLER MACHINE(S)
(Quotation Reference No. : GPA H21516)

Quotation for a tenancy of the Government property situate at either (i)
Area A on the First Floor of Central Government Offices, No. 2 Tim Mei Avenue,
Tamar, Hong Kong (hereinafter referred to as “the 1st Property”) or (ii) Area B on the
First Floor of Central Government Offices, No. 2 Tim Mei Avenue, Tamar, Hong
Kong (hereinafter referred to as “the 2nd Property”) (the 1st Property and the 2nd
Property are hereinafter collectively referred to as “the Premises” in this Form of
Quotation) as shown for identification purpose only coloured pink on the plans (Plan
Nos. GPA H21516-1 and GPA H21516-2 respectively) 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 plans (Plan Nos. GPA H21516-1 and GPA H21516-2) annexed to the
Form of Tenancy Agreement, hereby offer to rent either one of the 1st Property and
the 2nd Property from the Government of the Hong Kong Special Administrative
Region (hereinafter referred to as “the Government”) at a FIXED monthly rental of
Hong Kong Dollars ____________________________ only (HK$___________) (exclusive of rates, electricity charges and any other outgoings
whatsoever) for a term of three years commencing on such date to be specified by the
Chief Property Manager, Government Property Agency 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.

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 7th day of November 2020 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 Clause (2)(b) of 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 7th day of November 2020 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 ____________ 2020.
In case of sole proprietorship or partnerships, the sole proprietor or all partners must sign:

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<th>Name(s) of sole proprietor/partners</th>
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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.

<table>
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<tr>
<th>Sole proprietor/all partners:</th>
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<tr>
<td>1. <strong>Name (in block letters)</strong></td>
<td><strong>HKIC No.</strong></td>
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<tr>
<td><strong>Telephone / Mobile</strong> / <strong>Fax No.</strong></td>
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<td><strong>Residential Address</strong></td>
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<td>2. <strong>Name (in block letters)</strong></td>
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<td><strong>Telephone / Mobile</strong> / <strong>Fax No.</strong></td>
<td>/ /</td>
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<td><strong>Residential Address</strong></td>
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<td>3. <strong>Name (in block letters)</strong></td>
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<td><strong>Residential Address</strong></td>
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<td>Residential Address</td>
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</table>

trading in the Hong Kong Special Administrative Region 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.:______________________

Name of holding company (if applicable): ________________________________
Address of holding company (in block letters): ____________________________
Name of contact person (in block letters): ________________________________
Telephone No.: ______________________ Facsimile No.:______________________
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): ____________________________

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.
報價表格

就競投香港添馬添美道2號政府總部1樓

A區或B區的政府物業租用權

用以安裝並操作自動櫃員機提出報價

(報價編號：GPA H21516)

現按照報價公告及其夾附租約大綱(以下簡稱「租約大綱」)所訂明的條款及條件報價，並以下文指明的固定月租承投(i)香港添馬添美道2號政府總部1樓A區的政府物業(以下簡稱「第一項物業」)或(ii)香港添馬添美道2號政府總部1樓B區的政府物業(以下簡稱「第二項物業」)(第一項物業和第二項物業在本報價表格內統稱「該等處所」)租用權。該等處所的位置於租約大綱夾附的圖則(圖則編號：GPA H21516-1及GPA H21516-2)內以粉紅色標明，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，並審閱租約大綱所夾附的圖則(圖則編號：GPA H21516-1及GPA H21516-2)，現提議按照該報價公告及租約大綱所載的條款及條件，以固定月租港幣______________元正(HKS$______________)不包括差餉、電費及任何其他支出)，向香港特別行政區政府(以下簡稱「政府」)承租第一項物業和第二項物業的其中一項。租期為三年，由政府產業署總產業經理指定的日期起生效。

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。
3. 現按前述報價公告第 7 段所述，附上港幣 ________________________ 元正 (HK$ ____________) (即相等於一個月租金 (按報價書所提議租金計算)) 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 條的規定獲發牌的銀行。本人/我們的報價書如獲接納，該筆款項將用以支付部分保證金。/現按前述報價公告第 7 段所述，附上港幣 ________________________ 元正 (HK$ ____________) (即相等於一個月租金 (按報價書所提議租金計算)) 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 條的規定獲發牌的銀行) 核證為有效，保證直到二零二零年十一月七日可獲兌現。本人/我們的報價書如獲接納，該筆款項將用以支付部分保證金。

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，以及該等處所只限作租約大綱第(2)(b)條所註明的用途。

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股公司 (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，並可把該等資料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，又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，直到二零二零年十一月七日為止，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，除本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) 向任何人傳達報價書所提議租金的款額；
   (ii) 與任何人安排調整報價書所提議租金的款額；
   (iii) 與任何人就本人/我們或該其他人應否提交報價書訂立任何安排；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報價書所提議租金的款額；
   (ii) 與任何人安排調整報價書所提議租金的款額；
   (iii) 與任何人就本人/我們或該其他人應否提交報價書訂立任何安排；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報價書所提議租金而向本人/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編製報價書而向他們發出受嚴格保密的通訊。
日期：二零二零年__月__日
如競投人屬獨資經營或合夥，獨資經營人或全體合夥人必須於下表簽署：

<table>
<thead>
<tr>
<th>獨資經營人 / 合夥人姓名</th>
<th>簽署</th>
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</tbody>
</table>

見證人簽署：
見證人姓名（請用正楷填寫）：
職業：
地址：


如竞投人属法团：

竞投人印章及（各）获授权人签署 / 竞投人按照《公司条例》（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：

見證人签署：

見證人姓名（請用正楷填寫）：

職業：

地址：

請用正楷填寫。
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。競投人如属法團，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（視乎屬何種情況而定）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，必須以獨資經營人的名義競投；如屬合夥，則須以全體合夥人的名義競投。並非法團的商號或業務，須隨本報價表格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（視乎屬何種情況而定）姓名的商業登記冊內商號資料摘錄核證本。

獨立經營人／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 |
| / / / |
| 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 |
| / / / |
| 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 |
| / / / |
| 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
/ / 
住址

在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。）

競投人必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（如在提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一週年申報表（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：

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：
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提交報價書，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)：

提供個人資料

藉本報價表格收集的個人資料，或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。
AN AGREEMENT made this 20 day of 2020 BETWEEN the Chief Executive on behalf of the Government of the Hong Kong Special Administrative Region care of the Government Property Agency, 9th Floor, South Tower, West Kowloon Government Offices, 11 Hoi Ting Road, Yau Ma Tei, Kowloon, Hong Kong (hereinafter referred to as “the Landlord”) of the one part and whose registered office is situate at (hereinafter referred to as “the Tenant”) of the other part WHEREBY IT IS AGREED AS FOLLOWS:

(1) THE LANDLORD LETS AND THE TENANT TAKES from the day of 20 ALL THAT premises at Note 1 [Area A or Area B] on the First Floor of Central Government Offices, No. 2 Tim Mei Avenue, Tamar, Hong Kong (which said Central Government Offices are hereinafter referred to as “the Building”) having a total floor area of 4.60 square metres or thereabouts and is shown for identification purposes only coloured pink on the plan (Plan No. Note 1 [GPA H21516-1 or GPA H21516-2]) annexed hereto (which premises are hereinafter referred to as “the Premises”) for the purpose of installing and operating one or several automated teller machine(s) belonging to the Tenant only as specified in Clause (2)(b) hereof TOGETHER WITH the right in common with the Landlord and other occupiers of the Building to use all such entrance ways, stairways, lifts, escalators, passageways and landings (if any) in the Building for the purpose of obtaining access to and egress from the Premises so far as may be necessary for the proper use and enjoyment of the Premises subject to the rights of the Landlord from time to time restrict such use for a term of three years at a monthly rent of Hong Kong Dollars only (HK$ ) (exclusive of rates, electricity charges and any other outgoings whatsoever) payable in advance on the first day of every calendar month during the term of the tenancy hereby created without any deduction whatsoever and on such terms and conditions as are hereinafter contained.

(2) THE TENANT HEREBY AGREES WITH THE LANDLORD as follows:-

(a) To pay the said monthly rent on the days and in the manner as specified in Clause (1) hereof. The first of such payments shall be made upon the execution of this Agreement.

(b) Not to use or permit or suffer to be used the Premises or any part thereof for any purpose other than for the installation and operation of automated teller machine(s) belonging to the Tenant only (which
machine(s) are hereinafter collectively referred to as “the Automated Teller Machine”).

(c) (i) To make such arrangements at the Tenant’s own cost and expense for the supply of electricity to the Premises as the Tenant shall require and to pay all charges in connection therewith including the deposits and the cost of installing and maintaining thereof, and on termination of this Agreement, the cost of dismantling all pipes, conduits, wires, cables, meters, switches and any other necessary 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 pay to the Landlord the electricity charges supplied to the Premises as referred to in Clause (2)(c)(i) hereof and in the event that no separate meter is installed therefor, such charges shall be apportioned and determined by the Landlord at his absolute discretion (whose apportionment and determination shall be final, conclusive and binding on the Tenant).

(d) To carry out, at the Tenant’s own cost and expense, such strengthening works to the floor of the Premises so as to provide adequate support for the Automated Teller Machine, as may be specified by and in all respects to the satisfaction of the Landlord.

(e) To pay and discharge all existing and future rates, taxes, assessments, duties, charges 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 any part thereof or upon the Tenant in respect thereof.

(f) To accept the Premises in such state and condition as existing on the date on which possession of the Premises is given.

(g) To observe and comply with all Ordinances, regulations, bye-laws, rules and requirements of any Government department or other competent authority relating to the use and occupation of the Premises and the installation and operation of the Automated Teller Machine, 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, contractor, invitee, agent or licensee of the Tenant and without prejudice to the foregoing to obtain at the Tenant’s own expense 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 operation of the Automated Teller Machine 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 against all actions, costs, claims, demands, losses, damages whatsoever arising out of or in connection with the non-observance of or non-compliance with this provision. The Landlord shall accept no responsibility or liability for any loss or costs caused to or suffered by the Tenant in the event of his failure to obtain any requisite licences, approval, permits or consent from Government departments or other competent authority relating to his use or occupation of the Premises.

(h) (i) To fit out the Premises at the Tenant’s own expense all in compliance with the Technical Schedule annexed hereto and according to such plans and specifications (including but not limited to perspective drawings, detailed drawings and electrical schematic drawings) prepared by an authorized person (as defined in the Buildings Ordinance (Cap. 123), any regulations made thereunder and any amending legislations) as shall have been first submitted by the Tenant to and approved in writing by the Director of Architectural Services (hereinafter referred to as “the Director”) and the Landlord in a good and workmanlike fashion using good quality materials.

(ii) Not to make any variations to the approved fitting-out plans or specifications referred to Clause (2)(h)(i) hereof without the prior written approval of the Director and the Landlord.

(iii) Not to make or permit or suffer to be made any alteration or addition (whether structural or otherwise) to the Premises or to the electrical and communication wiring and any other installations or Landlord’s fixtures and fittings and not to install any plant, equipment, apparatus or machinery within the Premises (other than usual equipment for the operation of the Automated Teller Machine) without having first obtained the written consent of the Director and the Landlord therefor nor to cut or damage or suffer to be cut or damaged any doors, windows, walls, structural elements or other fabric thereof.

(i) To maintain and keep at the Tenant’s own expense and in all respects to the satisfaction of the Landlord the Premises, all structures thereon, all fixtures therein and all additions thereto in good and tenantable repair and condition and subject to Clause
(2)(y) hereof to hand over the same (except trade fixtures) in such condition to the Landlord on the expiration or sooner determination of this Agreement.

(j) To take all necessary precautions to protect the Premises from damage by flood, termites, leakage of pipes or drains, water, water leakage, gas leakage, electricity short-circuiting, rats, insects, fire, storm, typhoon, landslip or the like.

(k) (i) To permit the Landlord, the Director, their officers, agents or such other duly authorized persons with or without workmen or others and with or without appliances at all reasonable times to enter upon the Premises or any part thereof to view the state and condition thereof, and in the event of there being any defects or want of repair or maintenance or any other works required to be carried out by the Tenant under this Agreement then and there found, the Landlord shall have the right to give notice in writing to the Tenant and the Tenant shall within one calendar month after the issue of such notice (or such other period as may be specified in such notice) repair and make good the same in accordance with such notice and the Tenant’s obligations in that behalf herein contained and in the event of the Tenant failing to comply with such notice, the Landlord may carry out and complete the works required by the notice 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 permit the Landlord, the Director, their officers, agents or such other duly authorized persons with or without workmen and with or without tools and equipment at all reasonable times to enter upon the Premises or any part thereof for the purpose of doing such works as may be required to be done to any adjoining premises belonging to the Landlord.

(l) Not to assign, mortgage, charge, demise, sublet, underlet, share or part with the possession of or otherwise dispose of the Premises or
any part thereof or any interest therein or any of the rights hereby granted or enter into any agreement so to do.

(m) Not to do, cause, permit or suffer anything to be done at any time in or upon the Premises or any part thereof which in the opinion of the Landlord may be or become a nuisance or annoyance or which may cause damage or inconvenience to the Landlord or to the occupiers of the Building, or to the owners or occupiers of any adjoining or neighbouring lot or lots or premises.

(n) Not to exhibit or erect on the Premises or any part thereof any advertising signboard, notice, poster, placard or banner or whatsoever except with the prior written consent of the Landlord. Signs denoting the name of the Tenant may be installed at the external perimeter of the Premises, subject to the prior approval in writing of the Landlord and any conditions that it may impose.

(o) (i) To observe and comply with such rules and regulations as may from time to time be made or adopted by the Landlord and notified in writing to the Tenant regarding the maintenance, management and control of the Building.

(ii) To indemnify and keep indemnified the Landlord from and against any breach, non-observance or non-performance in respect of Clause (2)(o)(i) hereof on the part of the Tenant, his agents, employees, contractors, workmen, invitees and licensees.

(p) Not to overload the electrical wiring, cables, or apparatus associated therewith in or serving the Premises and to comply in all respects with all requirements and regulations of the utility authorities or the Landlord with respect to the utilities.

(q) To use the Premises and operate the Automated Teller Machine within the Premises in all respects to the satisfaction of the Landlord and the Director. The detailed specifications of each of the Automated Teller Machine shall first be approved by the Landlord and the Director in writing, and shall in all respects comply with all health, safety and fire regulations or legislations and any amending regulations or legislations currently in force in the Hong Kong Special Administrative Region.

(r) (i) To take all necessary steps and precautions to the satisfaction of the Landlord to prevent the Premises from becoming infested by termites, rats, mice, cockroaches or any other pests or vermin.
(ii) To maintain and keep the Premises at all times in a clean, neat, tidy and in such a sanitary state and condition in all respects to the satisfaction of the Landlord and subject to Clause (4)(p) hereof, to arrange for and effect the daily removal from the Premises of all refuse and rubbish in accordance with regulations from time to time made or adopted by the Landlord.

(iii) To ensure that adequate safety and security measures (which shall be the sole responsibility of the Tenant and at the Tenant’s own expense) are taken for the protection of the Premises and the Automated Teller Machine therein and the delivery or transfer of monies to and from the Premises.

(s) Not to place or leave or suffer or permit to be placed or left by any contractor, employee, workman, agent, invitee or licensee of the Tenant any boxes, furniture, articles or rubbish in the entrance or any of the staircases, passages, lifts, lift lobbies or landings of the Building used in common with other occupiers of the Building or the Landlord or otherwise encumber the same.

(t) To 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 and 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 to the satisfaction of the Director of Fire Services, which installation and maintenance works shall be carried out by a registered fire service contractor approved by the Director of Fire Services.

(u) To make his own arrangements and bear the costs for the security protection of the Premises, including but not limited to the installation and maintenance of any security protection and burglar alarm system. Any such arrangements and security protection and burglar alarm system installed and maintained by the Tenant for the Premises should be separate from the general security system for the Building.

(v) To indemnify and keep indemnified the Landlord, his officers, contractors, workmen and authorized persons from and against all actions, suits, liabilities, costs, claims, demands, expenses and losses (whether financial or otherwise) whatsoever or 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 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 and 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 liabilities on the part of the Landlord under the Occupiers Liability Ordinance (Cap. 314).

(w) Not to install any electronic equipment or apparatus within the Premises which may cause interference of any kind to any existing electronic equipment used or owned by the Landlord. If any such interference occurs, the Tenant shall at his own expense eliminate the interference in all respects to the satisfaction of the Landlord.

(x) (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 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 other occupier, or any employee, agent, contractor, workman, licensee 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 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, power supply failure, burst pipes, 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 whatsoever or legal costs suffered or paid by any person in connection with the possession, occupation or use of the Premises by the Tenant.

(ii) To duly pay all premiums or other moneys necessary for effecting and keeping up the policy or policies of insurance as required under Clause (2)(x)(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 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 other occupier, or any employee, agent, contractor, workman, licensee or invitee of the Tenant, the Tenant shall at his own expense, replace, restore, repair or reinstate the Premises and any fixtures, fittings or other assets forming part of the Premises 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, his agents, contractors or workmen 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.
(y) If so required by the Landlord on the expiration or sooner determination of the term 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 or any installations, equipment, furnishings, fixtures and structures 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 as a result of such demolition and removal. If the Tenant fails to carry out any such works, the Landlord may carry out the same and recover the cost so incurred from the Tenant (it being agreed and declared that a certificate under the hand of the Landlord as to the cost of any such works shall be final, conclusive and binding on the Tenant).

(z) Not to 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.

(aa) Not to cook or prepare any food in the Premises.

(bb) Not to keep any animals or pets inside the Premises.

(cc) Not to use the Premises or any part thereof for residential purpose or as a sleeping compartment.

(dd) Not to use or cause or permit the Premises or any part thereof to be used for any illegal or immoral purpose. The determination of the Landlord as to what constitutes illegal or immoral purpose shall be final, conclusive and binding on the Tenant.

(ee) Not to store or allow 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.

(ff) Not to employ illegal workers and in the event of breach of Clause (2)(ff) hereof, the Landlord shall be entitled to terminate the tenancy hereby created by giving the Tenant three calendar months’ notice in writing without refund of monthly rent or other charges already paid or any part thereof or compensation therefor being payable to the Tenant.

(gg) To perform and observe the Tenant’s obligations contained in this Agreement including the Special Conditions set out in the First Schedule hereto.
(3) THE LANDLORD HEREBY AGREES WITH THE TENANT as follows :-

To permit the Tenant on his duly paying the said monthly rent, rates, electricity charges and other charges hereby reserved and observing and performing the obligations on his part herein contained to have quiet possession and enjoyment of the Premises without any interruption by the Landlord or anyone lawfully claiming under or in trust for the Landlord until such time as this Agreement is determined.

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

(a) That in case the said monthly rent, rates, electricity charges or other charges hereby reserved or any part thereof 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 shall be 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 enter into liquidation whether compulsory or voluntary (save for the purpose of reconstruction or amalgamation), 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 said monthly rent, rates, electricity 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 said monthly rent, rates, electricity 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, rates, electricity 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 monthly rent, rates, electricity charges or other charges due and interest thereon have been paid by the Tenant to the Landlord, such interest to be at a rate which is equivalent to two per centum (2%) per annum above the prevailing Best Lending Rate of The Hongkong and Shanghai Banking Corporation Limited.
(b) (i) That the Tenant shall on or before signing or execution of this Agreement deposit with the Landlord a sum of Hong Kong Dollars only (HK$                          ) as security for the due payment of the said monthly rent, rates, electricity charges, taxes, assessments, duties, charges and other outgoings as aforesaid and the due performance and observance by the Tenant of all and singular the several provisions, conditions, terms and stipulations herein reserved and contained. The said deposit shall remain deposited with the Landlord throughout the term of the tenancy hereby created free of any interest to the Tenant.

(ii) At the expiration or sooner determination of this Agreement if the Tenant shall have paid all monthly rent and the rates, electricity charges, taxes, assessments, duties, charges and other outgoings herein contained and any interest payable under Clause (4)(a) hereof and if there shall be no breach of any of the terms and conditions herein contained on the Tenant’s part to be observed and performed 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 monthly rent or the rates, electricity charges, taxes, assessments, duties, charges and other outgoings and any interest payable under Clause (4)(a) hereof in arrears the Landlord may apply such deposit towards payment of such arrears of monthly rent and the rates, electricity charges, taxes, assessments, duties, charges and other outgoings and any interest payable under Clause (4)(a) hereof and the Landlord shall be entitled to deduct the amount(s) from the said deposit for payment of any rates or other charges in arrears to the Government of the Hong Kong Special Administrative Region or other corporation (as the case may be) or if there shall be any breach of provisions, conditions, terms or stipulations herein contained on the part of the Tenant the Landlord 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 Landlord may have against the Tenant by reason of the breach and shall only pay the balance (if any) of the said deposit to the Tenant.

(iii) In the case of the Landlord exercising his right to re-enter upon the Premises or any part thereof in the name of the whole under Clause (4)(a) hereof by reason of the default on the part of the Tenant in payment of the said monthly rent
and the rates, electricity charges, taxes, assessments, duties, charges and other outgoings and any interest payable under Clause (4)(a) hereof as aforesaid or in performance or observance of any of the 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.

(iv) Nothing contained in this Clause (4)(b) 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 the said monthly rent or any other charges in advance and accordingly in any action for recovery of possession for non-payment of the said monthly rent or the rates, electricity charges, taxes, assessments, duties, charges 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.

(c) That subject to the prior written consent of the Landlord and the Director as to the design, dimensions, materials, and method of construction, the Tenant shall at his own expense erect on the Premises such structures, fittings and fixtures and other equipment as may be necessary for the efficient operation of the Automated Teller Machine in the Premises.

(d) That the Tenant shall bear the cost of such structures, fittings and fixtures and other equipment as may be erected under Clause (4)(c) hereof and of any furnishing and associated works for the installation and operation of the Automated Teller Machine.

(e) That the structures, fittings and fixtures erected by the Tenant on or within the Premises shall in all respects comply with the Buildings Ordinance (Cap. 123), any regulations made thereunder and any amending legislation.

(f) That at the expiration or sooner determination of the term of the tenancy hereby created, the Tenant shall surrender and deliver up vacant possession of the Premises to the Landlord in accordance with the terms and conditions herein contained and in all respects to the satisfaction of the Landlord. The Landlord shall have the full right to arrange for any new tenancy of the Premises at his sole discretion and the Tenant shall allow prospective tenants to inspect
the Premises at all reasonable times upon prior notice within three
calendar months immediately preceding the expiration or
termination of this Agreement.

(g) That if the Premises or any part thereof are rendered unfit for the
installation and operation of the Automated Teller Machine by fire,
storm, wind, water, typhoon, defective construction, termites,
landslip, earthquake or any other calamity beyond the control of the
Landlord and not attributable to any failure on the part of the
Tenant to observe and carry out his obligations herein contained,
the said monthly rent or a part thereof proportionate to the extent to
which the Premises shall have been so rendered unfit for the
installation and operation of the Automated Teller Machine shall
abate and cease to be payable until the Premises or such part
thereof shall have been again rendered fit for the installation and
operation of the Automated Teller Machine 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 the
condition of the Premises or any Ordinance or regulations or other
circumstances beyond the control of the Landlord it is not in his
opinion practicable or reasonable so to do in which circumstances
the term of the tenancy hereby created shall be determined without
any compensation payable to the Tenant.

(h) That the security of the Premises including any equipment,
installation, monies and all other properties of the Tenant kept
therein shall be the sole responsibility of the Tenant.

(i) That the tenancy hereby created is (without prejudice to the terms
and conditions hereof) subject also to the Special Conditions
contained in the First Schedule hereto.

(j) That on the termination of this Agreement in whatsoever manner
the Tenant shall have no right whatsoever to claim compensation in
any form or reprovisioning of accommodation from the Landlord.

(k) 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 water flowing on to the Premises, or fire, or
any default or breakage in the electricity supply to the Premises.

(l) That the Landlord shall have the absolute right to permit any
automated teller machine to be installed and operated by other
corporation at any other locations within the Building and the
Tenant shall make no objection thereto and shall have no right to
claim compensation whatsoever for such permission.
(m) That in the event the Landlord is of the opinion that there is a breach of Paragraph 5 of the Technical Schedule annexed hereto, the Landlord shall have the right to require immediate cessation of the works which is considered by the Landlord as disruptive or become a nuisance or annoyance to staff working in or members of the public entering the Building and accordingly the Tenant shall cease such works forthwith.

(n) That any notice to be served by the Landlord or his agents or officers under the terms and conditions of this Agreement shall be deemed to be sufficiently served on the Tenant if forwarded to it by post or left at his 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.

(o) 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 Government Property Agency mentioned hereinbefore.

(p) That the Landlord may at his sole discretion either require the Tenant to make his own arrangements and at the Tenant’s own expense for the removal of all refuse and rubbish produced within the Premises from the Building or require the Tenant to pay such fees as the Landlord shall determine for the provision of such service.

(q) That any approval or consent given by the Landlord or the Director under Clause (2)(h) and Clause (2)(n) hereof shall not make the Landlord or the Director responsible for any damages or claims arising from defects in design and quality of the fitting out of or the alteration or addition to the Premises carried out by the Tenant or arising from the exhibit or erection of any sign, advertising signboard, notice, poster, placard, banner or whatsoever on the Premises or any part thereof.

(r) That the Tenant shall not install any cooling, heating, or dehumidifying equipment within the Premises.

(s) That no doors shall be allowed to open outwards from the Premises.

(t) That no gas, air-conditioning supply and water supply shall be provided to the Premises.

(u) That the Tenant shall reimburse the Landlord the cost of replacing all broken and damaged glazing panels surrounding the Premises
whether or not the same be broken or damaged by the negligence of the Tenant or his contractor, employee, workman, agent, invitee or licensee.

(v) 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.

(w) That during the three calendar months period immediately before the expiration or termination of the term of the tenancy hereby created, the Landlord may authorize any person to view the Premises for any purposes whatsoever during normal business hours and the Tenant shall make no objection thereto.

(x) That 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.

(y) 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 to 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 by the Director or by their duly authorized officers; and

(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 as they see fit or refuse it at their absolute discretion.

(z) That each party shall bear his own costs in connection with the preparation of this Agreement.

(aa) 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).

(bb) 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.
FIRST SCHEDULE

Special Conditions referred to in
Clauses (2)(gg) and 4(i) of this Agreement

(1) Members of the public are not permitted to enter the Building unless they have official business in the Building.

(2) The Building shall be closed on any days at the sole discretion of the Landlord. Such closures of the Building shall not give the Tenant any right to claim compensation whatsoever.

(3) Access to and egress from the Premises by the Tenant for the purpose of maintaining and refilling the Automated Teller Machine in the Premises shall be subject to the prior written approval of the Landlord and any condition that the Landlord may impose.

(4) That the Tenant understands and accepts that no air-conditioning supply to the Premises shall be provided by the Landlord. In the event that the Tenant is desirous of providing air-conditioning supply to the Premises, the Tenant shall submit or cause to be submitted to the Landlord for his approval in writing such drawings, plans and proposals to provide air-conditioning to the Premises. On receipt of the Landlord’s approval to the said drawings, plans and proposals, the Tenant may then implement the proposals at his own expense and in all respects to the satisfaction of the Landlord.
1. **DRAWING**

1.1 Two sets of complete design information (including but not limited to drawings and specification) shall be submitted to the Landlord and the Director for approval prior to the commencement of any works. At least ten working days will be required for examination of all the design information. The approval of the Landlord and the Director does not in any way imply the Government’s endorsement of the specifications upon which the Tenant’s proposal has been based or guarantee the performance of the plant and materials used.

1.2 All necessary permissions, if any, from all relevant Government authorities, in particular the Fire Services Department, shall be obtained and complied with.

1.3 The works may be inspected by the Landlord and the Director to ensure compliance with all the requirements of the Landlord and the Director and other relevant Government authorities.

2. **GENERAL**

2.1 The design shall, amongst others, comply with the Buildings Ordinance (Cap.123) and Fire Services Ordinance (Cap. 95), any regulations made thereunder and any amending legislation.

2.2 The design shall allow for sufficient access to and from the services and fixtures within the Premises for regular maintenance without detriment to the Tenant’s decoration and installation.

2.3 All materials used at or above false ceiling shall be non-combustible.

2.4 The design and finishes shall match with those of the Building and the surrounding.

2.5 All materials used for fitting-out works or any alteration must not contain asbestos in any form.

2.6 All furniture and fixtures shall not impose a loading exceeding 400kg/square metre on the floor slab. Details of any heavy equipment such as safes shall be submitted for approval by the Landlord and the Director prior to installation.
2.7 Entrance door shall be matched or similar to the existing installation.

2.8 Signage shall be matched or similar to the existing installation and shall not exceed 280 mm in height.

3. **BUILDING SERVICES**

3.1 All electrical installations shall be carried out in accordance with the requirements laid down in the latest edition of the following standards and codes of practice:

(A) BS415 – Safety Requirement for Mains Operated Electronics and Related Apparatus for Household and Similar General Use.

(B) BS7671 – Requirements for Electrical Installation.

(C) General Specification for Electrical Installation in Government Buildings – Building Services Branch, Electrical and Mechanical Services Department.

(D) The Electricity Ordinance (Cap. 406), any regulations made thereunder and any amending legislation.

(E) Code of Practice for Electricity (Wiring) Regulations issued by Electrical and Mechanical Services Department.


(G) The Telecommunications Ordinance (Cap. 106), any regulations made thereunder and any amending legislation.

3.2 Electricity : A 20 Amp three phase power supply will be made available.

3.3 Telephone : A 25mm galvanized iron conduit will be provided from the distribution box.

3.4 Ventilation : Any ventilation exhaust must be installed at high level.

3.5 Fire Services : No smoke detector will be provided but an existing sprinkler under false ceiling is located inside.
3.6 Note: The Landlord’s nominated contractor shall be employed for any alteration works to the existing fire services and air-conditioning system. Information will be provided upon request.

4. FITTING OUT METHOD

4.1 All fitting-out works must be carried out in such a way that the Building including its services installations, the public and other users are protected from excessive risks, noise and dirt. Protective hoarding must be erected to enclose the works area. Unless otherwise approved, the working process and all materials and debris must be confined within the Premises without obstructing the common areas.

4.2 All building debris and rubbish must be removed every day in proper manner. Only the service lift shall be used for the transportation of material and debris.

4.3 Minimum one universal fire extinguisher per 100 square feet of the works area must be provided on site until completion of works.

4.4 All electrical installation must be undertaken and certified by a registered electrical contractor. All wiring must be concealed in metal ducting or conduit.

4.5 Electrical works shall be carried out by a registered electrical contractor and a registered electrical worker of the appropriate grade.

4.6 The registered electrical worker shall certify the installation is in compliance with the relevant requirement of the Electricity Ordinance (Cap. 406), any regulations made thereunder and any amending legislation after completion and before energization for use. The certificate (Form WR1) shall be submitted to the installation owner for record.

5. WORKING HOURS FOR FITTING-OUT

5.1 No fitting-out works shall be allowed during the following hours (or such other times as may be specified by the Director of Administration from time to time):

Monday to Friday : 8:00 a.m. - 8:00 p.m.
Saturday : 8:00 a.m. - 2:00 p.m.
5.2 During the fitting-out period, all workmen shall register at the Building Management Office before they start to work on the Premises each day.

5.3 The prior approval of the Landlord shall be obtained for any works to be carried out.
AS WITNESS WHEREOF the Chief Property Manager, Government Property Agency, being duly authorized by the Chief Executive so to do has set his hand hereto for and on behalf of the Landlord and the Tenant 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

Sealed with the Common Seal of the Tenant and signed by )

[Name(s) in block letters] )
in the presence of :- )....................................................................

.............................................
Name of Witness in block letters :
Occupation :
Address :
OR
(for use by company incorporated in Hong Kong and execute this Tenancy Agreement without a common seal affixed)

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

……………………………………..
Name of Witness in block letters :
Occupation :
Address :
TENANCY AGREEMENT NO.:

GPA H21516-2

TENANT:

PREMISES:
GOVERNMENT PROPERTY AT AREA B ON THE FIRST FLOOR OF CENTRAL GOVERNMENT OFFICES, NO. 2 TIM MEI AVENUE, TAMAR, HONG KONG

PARTIES SIGNATURE

LANDLORD

WITNESS

TENANT

WITNESS

DATE

FILE NO. SU/TEN/5784/2974

PLAN NO. GPA H21516-2

NOT TO SCALE
FOR IDENTIFICATION PURPOSE ONLY
COLOUR PINK AREA: 4.60 SQUARE METRES (OR THEREABOUT)
The Government of the Hong Kong Special Administrative Region

and

TENANCY AGREEMENT

relating to

The Government Property at
Note 1 [Area A or Area B] on the First Floor of Central Government Offices, No. 2 Tim Mei Avenue, Tamar, Hong Kong

Tenancy No. : Note 1 [GPA H21516-1 or GPA H21516-2]

Rent : $ per calendar month
(exclusive of rates, electricity charges and any other outgoings whatsoever)

Term : Three years commencing on the day of 20

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