

Information Note

This Information Note is issued for the information of prospective tenderers for a tenancy of the Premises described in the First Schedule of the Tenancy Agreement as attached. It shall not form or be deemed to be part of the Tender Notice, Form of Tender, Proforma 1 and Tenancy Agreement (hereinafter collectively referred to as “the tender documents”) nor any variation thereto. It shall not be taken into consideration in the interpretation or construction of the tender documents.

2. Prospective tenderers are requested to note the following new measures have been introduced :-

(I) **New fire safety measures**

Special Condition No. 7(c) of the Third Schedule of the Tenancy Agreement requires the tenant (i.e. successful tenderer) to install fire extinguisher(s) in the Premises and submit the certificate under Regulation 9 of Fire Services (Installations and Equipment) Regulations (Cap. 95B) (hereinafter referred to as “the Certificate”) to the Director of Fire Services within 1 calendar month from the date of the tenancy agreement or such extended period as approved by the District Lands Officer, Tsuen Wan and Kwai Tsing (hereinafter referred to as “the District Lands Officer”). It is also stipulated in Special Condition No. 7(d) that the tenant is required to submit to the Director of Fire Services a scheme of fire service installations (including fire service installations (FSIs) layout plan(s) together with fire service notes and relevant FSIs schematic drawing(s) (if applicable)) for his approval within 3 calendar months from the date of the tenancy agreement or such extended period as approved by the District Lands Officer. These new measures are required for improving fire safety of the Premises. A copy of the General Fire Service Requirements for Short Term Tenancy is attached to the Information Note (Annex I) for reference. The tenant is also required to complete the works required to be done under the scheme as approved by the Director of Fire Services and submit the Certificate to the Director of Fire Services within six calendar months from the date the Director of Fire Services approved the Scheme or such extended period as approved by the District Lands Officer. If the tenant fails to comply with Special Condition No. 7, the Landlord shall have the right to terminate the tenancy. Special Conditions No. 7 also imposes on the tenant an on-going implementation obligation to the fire service installations throughout the term of the tenancy.

Lands Department

General Fire Service Requirements for Short Term Tenancy

		Portable fire extinguisher	Emergency lighting	Directional and exit sign	Fire alarm system	Modified hose reel system	Sprinkler system
Type of fire services installations		Fire extinguisher shall be provided and shall be clearly indicated on plans.	Sufficient emergency lighting shall be provided throughout the entire structure and shall be clearly indicated on plans.	Sufficient directional and exit sign(s) shall be provided and shall be clearly indicated on plans.	Fire alarm system shall be provided throughout the entire structure with one actuation point and one audio warning device to be located at each hose reel point. This actuation point shall include facilities for fire pump start and audio warning device initiation.	A modified hose reel system supplied by a 2m ³ FS water tank shall be provided. There shall be sufficient hose reels to ensure that every part of each structure can be reached by a length of not more than 30m of hose reel tubing. The FS water tank, FS pump room and hose reel shall be clearly marked on plans.	Sprinkler system shall be provided to the entire structure with the classification of occupancies and capacity of sprinkler tank and capacity clearly stated. The sprinkler tank, sprinkler pump room, sprinkler inlet and sprinkler control valve group shall be clearly marked on plans.
Occupancies							
1	Open storage of combustibles, such as recycling site	✓			BS 5839: Part 1: 2002 + A2: 2008, FSD Circular Letter 1/2009	✓	BS EN 12845: 2003, FSD Circular Letter 3/2006
2	Open storage of non-combustibles or limited combustibles	✓					
3	Sheds, open on 2 sides or more irrespective of its dimensions, without storage or storage of indisputable non-combustibles	✓					
4	Sheds, open on 4 sides irrespective of its dimensions, used solely for loading/unloading	✓					
5	Enclosed structures with total floor area <230m ² <u>with access</u> for emergency vehicles being provided to reach 30m travel distance from the structures	✓					
6	Enclosed structures with total floor area <230m ² <u>without</u> access for emergency vehicles being provided to reach 30m travel distance from the structures	✓				✓	
7	Enclosed structures with total floor area > 230m ²	✓	✓	✓	✓	✓	✓

Note: For other occupancies, provision of fire safety requirements shall be considered on case by case basis.

Remarks:

- (i) The tenant should install fire extinguisher(s) on the site within 1 month from the date of the Tenancy Agreement and submit the fire service installations certificate (FS 251) to FSD Planning Group.
- (ii) Should the site involve recycling storage or structure(s) other than the watchmen's office and accommodation with total gross floor areas not exceeding 35m², the Tenant shall, apart from fulfilling the requirement stipulated in (i), also submit fire service installations proposal to D of FS and obtain approval within 3 months from the date of the Tenancy Agreement. Installation works should be completed to the satisfaction of D of FS within 6 months from the approval date of fire service installations proposal.
- (iii) For structures involving storage/use of Dangerous Goods, applicants are advised to approach FSD's Dangerous Goods Division for advice on licensing of the premises.
Dangerous Goods Division,
Licensing & Certification Command,
3/F to 5/F, Fire Services Department Kwai Chung Office Building,
86 Hing Shing Road, Kwai Chung, N.T.
Telephone No.: 2417 5757 Fax No.: 2413 0873
- (iv) If you have any enquiry about this set of requirements, please contact the Planning Group of Fire Services Department:
Kowloon, Lantau Island and Outlying Islands : 2733 7736 / 2733 7738
Hong Kong Island, Sai Kung, Tseung Kwan O, Shatin, Tai Po and Fanling : 2733 7735 / 2733 7739
Tsuen Wan, Tuen Mun, Tin Shui Wai, Yuen Long, Kwai Tsing and Lau Fau Shan : 2733 7737 / 2733 7758
- (v) When an applicant submit FSIs proposal to the Fire Services Department (FSD) for approval, the applicant should submit a set of layout plans, preferably through an FSI contractor (http://www.hkfsd.gov.hk/home/eng/source/FSIC_list_eng.pdf), to FSD. The layout plans should, as far as possible, adhere to the following format and information:
 - (a) the layout plan(s) should be drawn to scale with metric dimensions of the structures;
 - (b) the subject lot(s) and position of the structure(s) therein should be clearly marked on the plans;
 - (c) construction of the structure(s) (e.g. container-converted, tin-sheeted, etc.) should be stated on the plans;
 - (d) usage of each floor and compartment should be clearly marked on the plans;
 - (e) all means of exit of the structures should be marked on the submitted plans;
 - (f) in the form of notes, list out the fire service installations and equipment to be provided for the structures; and
 - (g) the locations of the proposed fire service installations for the structures should be marked on the submitted plans.

資料便覽

本資料便覽旨在提供有關隨附租賃協議第一附表所述土地的租賃資料，以供有意投標者參考。本便覽不構成也不得視為構成招標公告、投標表格、表格 1 及租賃協議(以下合稱「招標文件」)的一部分，或視為構成對招標文件的任何更改。在詮釋或解釋招標文件時，無須考慮本便覽。

2. 有意投標者務須留意以下新措施：

(I) **新的消防安全措施**

租賃協議第三附表所載特別條件第 7(c)條規定，承租人(即中標者)須於租約日期起計一個曆月內或荃灣葵青地政專員(下稱「地政專員」)核准的延長期限內，在該土地內安裝滅火筒，並向消防處處長提交《消防(裝置及設備)規例》(第 95B 章)第 9 條所規定的證明書(下稱「證明書」)。特別條件第 7(d)條亦訂明承租人須在租約日期起計三個曆月內或地政專員核准的延長期限內，把消防裝置計劃(包括消防裝置圖則連同消防裝置備註及相關的消防裝置簡圖(如適用))提交消防處處長批准。採取這些新措施是為改善該土地的消防安全。本便覽附有一份「短期租約的一般消防規定」(附件一)，以供參考。承租人亦須在消防處處長批准消防裝置計劃之日起計六個曆月內或地政專員核准的延長期限內，按照消防處處長批准的消防裝置計劃完成所規定的工程，並向消防處處長提交證明書。倘若承租人未有遵守特別條件第 7 條的規定，業主將有權終止租約。特別條件第 7 條亦規定，承租人於整段租賃期內就消防裝置有持續落實的義務。

短期租約的一般消防規定

		手提滅火筒	應急照明設施	方向及出口指示牌	火警警報系統	消防喉轆系統	花灑系統
消防裝置種類		須提供認可的手提滅火筒，並在圖則上清楚標明有關位置。	須為每座構架物提供足夠的應急照明設施，並在圖則上清楚標明有關位置。	須提供足夠的方向及出口指示牌，並在圖則上清楚標明有關位置。	須為每座構架物安裝火警警報系統。每個消防喉轆放置地點須設有啟動按鈕及聲響警報裝置各一個。此啟動按鈕應包括啟動消防水泵及聲響警報裝置的設施。	每項申請須安裝配備兩立方米容量消防水缸的簡化消防喉轆系統，並設有足夠的喉轆，以確保長度不超過 30 米的滅火喉或喉轆膠喉可到達每座構架物的任何部分。此外，亦須在圖則上清楚註明消防水缸、花灑泵房、花灑入水掣及花灑控制閥組的位置。	整座構架物須安裝花灑系統，使用性質的分類及花灑水缸容量須清楚標明。此外，亦須在圖則上清楚註明花灑水缸、花灑泵房、花灑入水掣及花灑控制閥組的位置。
使用情況		參考標準	BS 5266:第 1 部分、BS EN 1838	BS 5266:第 1 部分、消防處通函第 5/2008 號	BS 5839:第 1 部分: 2002 + A2: 2008、消防處通函第 1/2009 號		BS EN 12845: 2003、消防處通函第 3/2006 號
1	露天貯存易燃物品，例如回收場	√			√	√	
2	露天貯存非易燃物品或有限數量的易燃物品	√					
3	兩面或以上開放的棚架(不作貯存用途或用以存放不可燃物品)，長／闊／高度不限	√					
4	四面開放的棚架，長／闊／高度不限，只用作起卸貨物	√					
5	總樓面面積小於 230 平方米的密封式構架物，設有可到達該等構架物 30 米疏散距離的緊急車輛通道	√					
6	總樓面面積小於 230 平方米的密封式構架物，不可到達該等構架物 30 米疏散距離的緊急車輛通道	√				√	
7	總樓面面積超過 230 平方米的密封式構架物	√	√	√	√	√	√

其他使用情況，則會作個別考慮。

備註：(i) 承租人必須於租約日期起計一個月內，在有關土地設置滅火筒，並須提交消防裝置及設備證書(FS251)予消防處總部策劃組。

(ii) 如土地涉及貯存回收物料，或總樓面面積小於 35 平方米的看守員辦公室及房舍以外的構築物，承租人除須遵辦第(i)項訂明的規定外，亦須在租約日期起計三個月內，向消防處處長提交消防裝置建議並取得批准。安裝工程須在消防裝置建議獲批准的日期起計六個月內完成，並且須令消防處處長滿意。

(iii) 構築物如涉及危險品的貯存或使用，申請人應就有關土地發牌事宜，向消防處危險品課徵詢意見。

牌照及審批總區
危險品課
新界葵涌興盛路 86 號
消防處葵涌辦公大樓 3-5 字樓

電話.: 2417 5757 傳真： 2413 0873

(iv) 如有任何疑問，請致電消防處總部策劃組查詢。各區負責人員的聯絡電話如下：

九龍、大嶼山及離島	:	2733 7736 / 2733 7738
港島、西貢、將軍澳、沙田、大埔及粉嶺	:	2733 7735 / 2733 7739
荃灣、屯門、天水圍、元朗、葵青及流浮山	:	2733 7737 / 2733 7758

(v) 申請人提交消防裝置建議予消防處審批時，應自行或委託註冊消防裝置承辦商 (http://www.hkfsd.gov.hk/home/chi/source/FSIC_list_chi.pdf) 繪製一組圖則呈交消防處。有關圖則應盡可能符合以下格式，並包括下列資料：

- (a) 圖則須按比例繪製，並以十進制單位標示構築物的尺寸；
- (b) 須在圖則上清楚標明有關地段及構築物所在位置；
- (c) 須在圖則上註明構築物的建築方式(例如由貨櫃改裝、以鐵皮搭建等等)；
- (d) 須在圖則上清楚標明各樓層及隔室的用途；
- (e) 須在所遞交的圖則上，標明構築物的所有出路設施；
- (f) 須以備註的方式，列出將為構築物提供的消防裝置及設備；以及
- (g) 須在所遞交的圖則上，標明構築物的建議消防裝置所在位置。

Checklist for Submission of Tender

Please go through the following checklist to ensure that all necessary information and documents for the tender have been provided in your tender submission. Please note that this checklist is for guidance and reference purposes only and shall not be deemed to form part of the Tender Notice or Form of Tender.

2. The relevant address label at the bottom of this checklist may be used on the envelope for submitting the tender.

3. Tenderers should note that their tenders may be invalidated if the information in the Form of Tender is incorrectly completed or the required documents are not provided together with the Form of Tender. Please ensure that the tender submission shall be dropped in the correct tender box for this tender before the deadline as prescribed in the Tender Notice.

CHECKLIST

Tick and
move to the
next step

(A) Completion of the Form of Tender and the Proforma 1

- | | |
|--|--------------------------|
| (1) Have you filled in all the blanks in the Form of Tender and Proforma 1? | ☐ |
| (2) Have you dated the Form of Tender and Proforma 1? | ☐ |
| (3) If the tender is submitted by an individual, have you signed the Form of Tender and Proforma 1? Please also fill in your name, identity document number, address, telephone number and facsimile number in the Form of Tender. | ☐ |
| (4) If the tender is submitted by a company , have you executed the Form of Tender and Proforma 1? Please also fill in your authorized officer(s)' name, identity document number of the sole proprietor or identity document numbers of the partners who have been duly authorized to sign the tender, and business registration number in case of an unincorporated firm or company registration number in case of a corporation, address, telephone number and facsimile number in the Form of Tender. | ☐ |
| (5) If the tender is submitted by a subsidiary company , have the particulars of the parent company including the name, correspondence address, name of contact person(s), telephone number and facsimile number been filled in the Form of Tender? | ☐ |
| (6) Have you completed the Form of Tender and Proforma 1 in duplicate? | ☐ |

(B) Accompanied documents

- (7) Has a cashier's order for an amount required by paragraph 8 of the Tender Notice been enclosed?

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OR

- (7) (a) Has a cheque for an amount required by paragraph 8 of the Tender Notice been enclosed?

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- (b) Has the cheque been certified good for payment up to the 5th day of March, 2026 by the bank on which it is drawn? A sample of certified good cheque is attached at Annex I for reference.

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- (8) Have you enclosed the duly completed Proforma 1 in duplicate and all the information and supporting evidence (as required in the Proforma 1 and the Notes to Proforma 1) required under paragraph 4(b) of the Tender Notice.

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- (9) If the tender is submitted by way of an **unincorporated firm**, have you enclosed the documents set out below?

- (i) A copy of the certificate of business registration; and

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- (ii) certified extracts of information on the business register from the Commissioner of Inland Revenue.

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- (10) If the tender is submitted by way of a **corporation**, have you enclosed the documents set out below?

- (i) A copy of the Articles of Association filed with the Companies Registry;

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- (ii) A copy of Notification of First Secretary and Directors filed with the Companies Registry;

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- (iii) A copy of the latest Annual Return (if any) filed with the Companies Registry; and

☐

- (iv) A copy of Notification of Changes of Secretary and Directors (if any) filed with the Companies Registry.

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Address Label for the Envelope

Director of Lands

Tender for Tenancy Agreement No. STTTK0181

Public Works Tender Box

Room 503,

5/F., Low Block,

Queensway Government Offices

66 Queensway, Hong Kong

NOTE : * Please refer to paragraph 8 of the Tender Notice for the date that the cheque be certified good for payment.

提交投標書的覆核清單

請依照下列清單覆核，以確保投標所需的所有資料和文件均已提交。本覆核清單只作參考指引，不得視作招標公告或投標表格的一部分。

2. 附於本清單的地址標貼可貼於遞交標書的信封面上。
3. 投標者須注意，如於投標表格內填寫的資料有誤，或沒有隨投標表格一併提交所需文件，投標書可被當作失效。請按招標公告訂明的方式，於截標限期前將備妥的投標書放入正確的投標箱內。

覆核清單

逐一核
對並加
上「✓」
號

(A) 填寫投標表格及表格 1

- | | |
|---|--------------------------|
| (1) 是否已填妥投標表格及表格1內所有空格？ | ☐ |
| (2) 是否已在投標表格及表格1上填上日期？ | ☐ |
| (3) 投標者如以個人身份投標，是否已在投標表格及表格1上簽署？請在投標表格上填上你的姓名、身分證明文件號碼、地址、電話號碼及傳真號碼。 | ☐ |
| (4) 投標者如以 公司 身份投標，是否已簽立投標表格及表格1？請在投標表格上填上獲授權人員的姓名、獨資經營者的身分證明文件號碼或獲授權簽署標書的合夥人的身分證明文件號碼、商業登記號碼(如屬不屬法團的商號)或公司註冊編號(如屬法團)、地址、電話號碼及傳真號碼。 | ☐ |
| (5) 投標者如以 附屬公司 身份投標，是否已在投標表格上填上母公司的詳細資料，包括名稱、通訊地址、聯絡人姓名、電話號碼及傳真號碼？ | ☐ |
| (6) 是否已填妥一式兩份投標表格及表格1？ | ☐ |

(B) 夾附文件

(7) 是否已夾附招標公告第8段規定的面額的銀行本票？

☐

或

(7) (a) 是否已夾附招標公告第 8 段規定的面額的支票？

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(b) 該支票是否已由付款銀行證明直至 2026 年 3 月 5 日仍可兌現？經由銀行證明可兌現的支票樣本載於附件 I 以供參考。

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(8) 是否已夾附招標公告第 4 (b)段規定已填妥的一式兩份表格 1 以及表格 1 及表格 1 須知所規定的所有資料和佐證？

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(9) 投標者如以**不屬法團商號**的身份投標，是否已夾附下列文件？

(i) 商業登記證副本；以及

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(ii) 由稅務局局長發出的商業登記冊資料摘錄的核證本。

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(10) 投標者如以**法團**的身份投標，是否已夾附下列文件？

(i) 已送交公司註冊處的組織章程細則副本；

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(ii) 已送交公司註冊處的首任秘書及董事通知書副本；

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(iii) 已送交公司註冊處的最近期的周年申報表(如有的話)副本；以及

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(iv) 已送交公司註冊處的秘書及董事資料更改通知書(如有的話)副本。

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用於信封面的地址標貼

地政總署署長

香港

金鐘道 66 號

金鐘道政府合署低座 5 樓 503 室

工務投標箱

標投第 STTTK0181 號租賃協議

經由付款銀行證明可兌現的支票樣本

正面

XX 銀行有限公司 XXXX Bank Limited		25 6 2010 Day 日 Month 月 Year 年
祈付 <u>香港特別行政區政府</u> Pay	或持票人 or bearer	
港幣 <u>壹佰萬元正</u> HK Dollars	HK \$ 1,000,000.00	
XXX Company Limited 123 4 567 890123 4567890123 <i>For and on behalf of XXX Company Limited XXX 有限公司</i>  <i>Authorized Signature(s)</i>		

背面

For clearing use 結算專用	For bank / customer use 銀行 / 客戶專用 茲證明本支票直至*24-09-2010（包括該日在內）仍可兌現。 <i>For and on behalf of XXXX Bank Limited Mongkok Branch</i>  <i>Authorized Signature(s)</i>
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註：*關於證明支票可兌現的日期，請參閱招標公告第 8 段。

Notes to Proforma 1

IMPORTANT! Please read these notes before filling in Proforma 1

1. All tenderers are required to conform to the following requirements:
 - (a) Tenderers should have **not less than 2 years' experience** in operating a business in the recovery and recycling or in connection with the reprocessing of refrigerant.
 - (b) The site should be used for the recovery and recycling of at least the following type of waste materials, with the corresponding **designed monthly throughput**:
 - (i) Refrigerant: not less than 5 tonnes (all of which are locally generated).
2. All tenderers are required to ANSWER ALL THE QUESTIONS in Proforma 1 (total of six pages and twelve questions). Proforma 1 must be submitted together with the Form of Tender. Submissions without duly completed Proforma 1 will not be considered.
3. Tenderers are required to provide copies of supporting evidence as appropriate for those questions marked with an asterisk* in the Proforma 1 to support that the tenderers can meet the requirements as stipulated in Item 1 above. The supporting evidence may include, but not limited to, certificates of business registration, receipts, invoices, letters of credit and/or other documents/forms which verifies the information provided by the tenderers for those particular questions. Tenderers should staple a copy of the relevant evidence/document to the Proforma 1 and mark at the upper right hand corner the question to which the evidence/document refers (e.g. for Question 5, please mark Q5 on the upper right hand corner of the copy). In the absence of such supporting evidence, a submission will not be processed further due to lack of sufficient information for tender assessment purpose. Please note that the supporting evidence is non-returnable.
4. Information provided in the Proforma 1 will be used solely by the concerned Government departments for the purpose of tender selection of this Short Term Tenancy ("the Tenancy"). Tenderers should ensure that the information they provide are genuine and true to the best of their knowledge. If false information is found during tender evaluation or subsequent to the award of the Tenancy, the tenderer will be disqualified from tendering or the Tenancy may be terminated immediately.
5. Tenderers will be disqualified if:
 - (a) they do not conform to the requirement as stated in Item 1 above; or
 - (b) they have not submitted all the requested information and relevant evidence;
 - (c) they have failed to comply with any pollution control legislation or abatement notice enforced by the Environmental Protection Department in the past 2 years (decision of the Environmental Protection Department will be final and binding on the Tenderers); or
 - (d) they have breached the conditions of the tenancy agreement of Short Term Tenancy designated for waste recycling use by Environmental Protection Department and the tenancy has been terminated by Lands Department in the past 2 years.

6. The experience of a holding, subsidiary company or another subsidiary of the same holding company of a tenderer, or the experience of a holding, subsidiary company or another subsidiary of the same holding company of any shareholder/participant in the joint venture will be counted if such holding, subsidiary company or another subsidiary of the same holding company has the appropriate experience. The existence of a holding-subsidiary relationship will be determined in accordance with the provisions in sections 13 to 15 of the Companies Ordinance (Cap. 622).
7. Tenderers having difficulty in completing Proforma 1 should contact the Environmental Protection Department at Tel. No. 2872 1786.

填寫『表格1』須知

重要事項！請在填寫『表格1』之前閱讀本須知

1. 所有投標者必須符合以下兩項基本要求：
 - (a) 投標者必須具備2年或以上從事經營製冷劑的回收及循環再造或有關回收加工處理業務。
 - (b) 此幅用地須用作回收及循環再造下列物料，而設計每月處理量為：
 - (i) 製冷劑：不少於5公噸（全部在本地生產）
2. 投標者必須回答『表格1』內所有問題（共6頁、12條問題），並連同投標表格一併交回。（未有夾附已填妥『表格1』的標書將不獲考慮。）
3. 投標者須就『表格1』內標以『*』號的問題，提供適當的支持證明，以支持投標者有能力達至上述事項1列出的要求。支持證明包括商業登記證、收據、發票、信用狀及/或其他文件表格等，可用以證明投標者在指定問題提供的資料屬實。投標者須把有關的證明/文件的副本釘於『表格1』上，並在副本的右上角註明有關問題的編號（例如：問題5，請在證明/文件副本右上角註明Q5）。如果投標者未能提供支持證明，提交的標書將會因為缺乏資料供投標評核之用而不獲進一步處理。請注意，支持證明將不會發還給投標者。
4. 『表格1』內提供的資料只會供有關的政府部門作標書評選之用。投標者須確保所提供的資料真確無誤。如果投標者提供的資料一經發現為虛假，其投標的資格即被取消。如在批出短期租約後才發現投標者虛報資料，則租約或會予以即時終止。
5. 投標者的甄選資格在下列情況下會被取消：
 - (a) 投標者未達至上述事項1列出的要求；
 - (b) 投標者未有提供所有資料及支持證明；
 - (c) 投標者在過去兩年未有遵守任何由環境保護署所執行之污染管制法例或消滅污染通知書之改善要求（環境保護署的決定為最終決定，並且對投標者具約束力）；或；
 - (d) 投標者在過去兩年曾在環境保護署專供廢物回收的短期租約用地因違反租約條款而被地政總署終止租約。
6. 投標者的控股公司、附屬公司或同一控股公司旗下的其他附屬公司的經驗，或如投標者為合營企業，則合營企業中任何股東／參與者的控股公司、附屬公司或同一控股公司旗下的其他附屬公司的經驗，均會計算在內。至於是否存在控股-附屬公司聯繫的關係，將根據《公司條例》（第622章）第13至15條的條文判斷。
7. 投標者如對填寫『表格1』有任何問題，請致電2872 1786 環境保護署查詢。

Short Term Tenancy No. STTTK0181
Government Land at Junction of Tsing Tim Street and Sai Tso Wan Road, Tsing Yi,
New Territories, Hong Kong

Particulars of Tenderer

投標者資料

Please answer **ALL QUESTIONS** below (tick the correct box as appropriate). Tenderers are required to provide copies of supporting evidence as appropriate for those questions marked with an asterisk* in this Proforma 1. Please read the attached “Notes to Proforma 1” for details.

請回答所有問題(在適當的格內填上✓號)。投標者須就此『表格1』內標以『*』號的問題，提供適當的支持證明。詳情請參閱『填寫表格1須知』。

- 1.* Name of Company (please indicate if your company is a Company Limited and attach a copy of the Certificate of Business Registration)
 公司名稱(請註明貴公司是否有限公司，並附上商業登記證副本):
2.

Tel. No. 電話號碼_____	Fax. No. 傳真號碼_____	Contact person 聯絡人_____
-----------------------	-----------------------	----------------------------
3. Address
 地址 _____
- 4.* Number of years in the recovery/recycling business: _____ years _____ months (please provide supporting evidence)
 經營回收/再造業務的年數：_____年_____月 (請提供支持證明)

Names and telephone numbers of two referees who have given consent to prove that you are operating a waste recovery / recycling business. The referees could not be your employees or your relatives.
 兩名答允證明你正在經營廢物回收/再造業的諮詢人姓名及電話號碼。諮詢人不能是你的僱員或親屬。

Name 姓名 _____	Name 姓名 _____
Tel No. 電話號碼_____	Tel No. 電話號碼 _____
Fax No. 傳真號碼_____	Fax No. 傳真號碼 _____
Relationship 關係 _____	Relationship 關係 _____

5.* Sources from which waste is collected (use additional sheet if necessary, and provide supporting evidence)

收集的廢物來源(如有需要，請使用額外紙張，並提供支持證明):

☐ Household (Districts: _____)

住戶(地區: _____)

☐ Businesses/Industries (Districts _____)

商業/工業(地區: _____)

☐ Waste Collectors 廢物收集商

Name of Waste Collectors

Tel. No.

Contact Address

廢物收集商名稱

電話號碼

聯絡地址

☐ Waste Recovery/Recycling Operators 廢物回收/再造商

Name of Waste Recovery/

Recycling Operators

Tel. No.

Contact Address

廢物回收/再造商名稱

電話號碼

聯絡地址

☐ Scavengers 拾荒者

6.* Major clients and purchasers of processed waste products in the past (please use additional sheet if necessary, and provide supporting evidence)

經處理的廢物產品在過去的主要購買者(如有需要，請使用額外紙張，並提供支持證明)。

Purchaser Company Name

Tel. No.

Contact Address

購買者公司名稱

電話號碼

聯絡地址

- 7.* Average monthly quantity of waste recovered/processed in the past 12 months and the amount of them which are collected locally. You are required to report all waste types collected even if they are small in quantity and specify clearly the units (e.g. tonnes, kilogram, number of items etc) and provide supporting evidence.

在過去12個月，經回收/處理的廢物及其中在本地收集的平均數量。你必須填報所有收集廢物的種類和數量(少量廢物也請清楚填報)。另外，請清楚註明數量單位(例如：公噸、千克、數目等)，並提供支持證明。

Type 種類	Unit 單位	Locally-collected Quantity 本地收集數量		Imported Materials 入口物料	Total 總和	
		Domestic Waste 家居廢物	Commercial and Industrial Waste 工商業廢物			
Example 例子	Paper 紙	公噸	50 每月 per month	20 每月 per month	0 每月 per month	70 每月 per month
(a) Metals 金屬		_____ 每月 per month	_____ 每月 per month	_____ 每月 per month	_____ 每月 per month	
(b) Paper 紙		_____ 每月 per month	_____ 每月 per month	_____ 每月 per month	_____ 每月 per month	
(c) Plastics 塑膠		_____ 每月 per month	_____ 每月 per month	_____ 每月 per month	_____ 每月 per month	
(d) Tyres 車胎		_____ 每月 per month	_____ 每月 per month	_____ 每月 per month	_____ 每月 per month	
(e) Electrical and Electronic Appliances 電器及電子設備		_____ 每月 per month	_____ 每月 per month	_____ 每月 per month	_____ 每月 per month	
(f) Glass 玻璃		_____ 每月 per month	_____ 每月 per month	_____ 每月 per month	_____ 每月 per month	
(g) Textile and old clothes 紡織品及舊衣		_____ 每月 per month	_____ 每月 per month	_____ 每月 per month	_____ 每月 per month	
(h) Wood 廢木		_____ 每月 per month	_____ 每月 per month	_____ 每月 per month	_____ 每月 per month	
(i) Furniture 舊傢俬		_____ 每月 per month	_____ 每月 per month	_____ 每月 per month	_____ 每月 per month	
(j) Refrigerant 製冷劑		_____ 每月 per month	_____ 每月 per month	_____ 每月 per month	_____ 每月 per month	
(k) _____ Other (please specify) 其他(請註明)		_____ 每月 per month	_____ 每月 per month	_____ 每月 per month	_____ 每月 per month	
Total 總和		_____ 每月 per month	_____ 每月 per month	_____ 每月 per month	_____ 每月 per month	

8. Committed designed monthly throughputs of all waste types to be handled at the proposed premises (all of which are locally generated). Please specify clearly the units (e.g. tonnes, kilogram, number of items etc).

將於此用地內處理的各種廢物的承諾設計每月處理量(全部在本地生產)，請清楚註明數量單位(例如：公噸、千克、數目等)。

Note: The information provided in the table will be incorporated into Condition No.3 of the legally binding Technical Schedule annexed to the Tenancy Agreement. Failure to comply with the Technical Schedule may lead to immediate termination of the Tenancy.

注意：提供在表內的資料將會納入具有法律效力之租賃協議夾附的工程規格附表條款3之內。如果不履行工程規格附表內的條款，租約有可能立即被終止。

Type 種類	Unit 單位	Locally-collected Quantity 本地收集數量		Designed Monthly Throughput 設計每月處理量
		Domestic Waste 家居廢物	Commercial and Industrial Waste 工商業廢物	
Example Paper 例子 紙	公噸	100 每月 per month	20 每月 per month	120 每月 per month
(a) Metals 金屬	_____	_____ 每月 per month	_____ 每月 per month	_____ 每月 per month
(b) Paper 紙	_____	_____ 每月 per month	_____ 每月 per month	_____ 每月 per month
(c) Plastics 塑膠	_____	_____ 每月 per month	_____ 每月 per month	_____ 每月 per month
(d) Tyres 車胎	_____	_____ 每月 per month	_____ 每月 per month	_____ 每月 per month
(e) Electrical and Electronic Appliances 電器及電子設備	_____	_____ 每月 per month	_____ 每月 per month	_____ 每月 per month
(f) Glass 玻璃	_____	_____ 每月 per month	_____ 每月 per month	_____ 每月 per month
(g) Textile and old clothes 紡織品及舊衣	_____	_____ 每月 per month	_____ 每月 per month	_____ 每月 per month
(h) Wood 廢木	_____	_____ 每月 per month	_____ 每月 per month	_____ 每月 per month
(i) Furniture 舊傢俬	_____	_____ 每月 per month	_____ 每月 per month	_____ 每月 per month
(j) Refrigerant 製冷劑	_____	_____ 每月 per month	_____ 每月 per month	_____ 每月 per month
(k) _____ Other (please specify) 其他(請註明)	_____	_____ 每月 per month	_____ 每月 per month	_____ 每月 per month
Total 總和		_____ 每月 per month	_____ 每月 per month	_____ 每月 per month

Please explain how the quantity and the requirement for recovery and recycling of locally generated waste as stipulated in Condition 3 of the Technical Schedule can be achieved during the term of tenancy. Use additional sheet if necessary.

請說明你如何在租約期間達致工程規格附表條款3所列之回收及再造量和回收及再造從本地產生的廢物的要求。如有需要，請使用額外的紙張。

- 9.* Please give a detailed account of the procedures employed and any new technologies introduced or to be introduced in the recovery/recycling process and provide supporting evidence. Please use additional sheet if necessary.

請詳述所採用的回收/再造程序及技術或將會採用的新技術，並提供支持證明。如有需要，請使用額外紙張。

10. Please attach a layout plan of your proposed premises showing structures to be erected, the number of storey of building to be constructed for waste recovery and recycling operations, the percentage of built-over area to be utilized in the subject site, location and dimension of plants, machinery etc.

請附上此場地的發展圖則，並列明將會興建的建築物、建造的建築物用作廢物回收及循環再造用途的層數、利用的覆蓋面積比率、裝置及機器等及其位置和尺寸。

11. Please provide an implementation programme of your proposed premises showing the time required for setting up the processing plant, etc.

請提供此場地的工程時間表，並列明興建處理廠房所需時間等。

12. Number of staff/employees (including yourself) who will work at the proposed premises: _____. Among these staff, _____ will be directly responsible for waste recovery/recycling activities.

將於場地工作的員工/僱員(包括你本人)：_____。在這數目中，有_____名員工將會直接從事與廢物回收/循環再造有關的工序。

Tenderer's Signature and/or Company Chop
投標者簽署 及/或 公司印鑒

Date 日期 : _____

For Official Use Only (請勿填寫此欄)

Screening Officer : _____

Assessment Officer : _____

Conformance: ☐ Yes ☐ No

Date of Assessment : _____

TENDER NOTICE

Tenders are invited for a tenancy of one lot of Government land (hereinafter referred to as “the Premises”) described in the First Schedule to the Tenancy Agreement annexed hereto (hereinafter referred to as “the Tenancy Agreement”) on such terms and conditions as are specified in the 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 or any tender submitted. The Government will consider the past or current performance of the tenderers as tenants of the Government both in examining any tender submitted and in deciding whether or not to award the tender. The Government reserves the right to negotiate with any tenderer about the terms of the offer. The decision of the Government whether or not to award the tender shall be final.

3. Tenderers must state the **monthly** rental they are prepared to offer to the Government for the tenancy of the Premises.

4. Tenders must be:

- (a) made in DUPLICATE in the Form of Tender annexed hereto;
- (b) made together with the Proforma 1 (annexed hereto) duly completed in DUPLICATE and with all the information and supporting evidence (as required in the Proforma 1 and the Notes to Proforma 1 annexed hereto) and in compliance with the Proforma 1 and the Notes to Proforma 1;
- (c) enclosed in a sealed envelope addressed to the “Director of Lands” (hereinafter referred to as “the Director”) and clearly marked “Tender for Tenancy Agreement No. STTTK0181”; and
- (d) deposited in the tender box labelled “Public Works Tender Box” (hereinafter referred to as “the Public Works Tender Box”) situated in Room 503 on the 5th Floor, Low Block, Queensway Government Offices, 66 Queensway, Hong Kong before 12:00 noon on the 5th day of December, 2025. In case a Black Rainstorm Warning Signal or a Tropical Cyclone Warning Signal No. 8 or above or an announcement on “extreme conditions” caused by super typhoon is issued by the Government at any time between 9:00 a.m. and 12:00 noon on the said date, the tender closing time will be extended to 12:00 noon on the first working day of the following week and on which no Black Rainstorm Warning Signal or Tropical Cyclone Warning Signal No.8 or above or announcement on “extreme conditions” caused by super typhoon is issued by the Government at any time between the hours of 9 a.m. and 12 noon. In case the public access to the Public Works Tender Box is blocked or for any reason becomes inaccessible at any time between 9 a.m. and 12 noon on the said date, the Government will announce the extension of the tender closing time until further notice. Where an announcement has been made for the extension of the tender closing time until further notice, upon the removal of the blockage or inaccessibility, the Government will as soon as practicable announce the revised tender closing time. The above announcements will be made via press releases on the website of the Information Services Department (www.info.gov.hk/gia/general/today.htm).

5. Any tender submitted which is not in conformity with the Form of Tender and the Proforma 1 annexed hereto or the terms and conditions as set out in this Tender

Notice may be rejected. Late tenders and tenders not deposited in the Public Works Tender Box in accordance with paragraph 4 above will not be accepted.

6. Tenders will only be accepted from persons, unincorporated firms or corporations who will occupy the Premises for their own use, and no assignment, underletting, or parting with the possession of the Premises or any part thereof or any interest therein will be permitted.

7. Tenderer must complete the Proforma 1 annexed hereto in duplicate and submit them together with the Form of Tender. Submissions without the duly completed Proforma 1 will not be considered.

8. Tenderers must forward with their tender a cheque or a cashier's order for an amount equivalent to six months of rent tendered, made payable to "The Government of the Hong Kong Special Administrative Region" and drawn on a bank which is a bank duly licensed under Section 16 of the Banking Ordinance. If a cheque is submitted, it must be certified good by the bank on which it is drawn for payment up to the 5th day of March, 2026. All cheques and cashier's orders will be retained uncashed until a decision has been made on the tenders submitted. If a tender is accepted, the cheque or cashier's order submitted therewith will be treated as the deposit referred to in Special Condition No. 5 of the Third Schedule to the Tenancy Agreement. All other cheques and cashier's orders will be returned to the unsuccessful tenderers at the addresses stated in their tenders.

9. (a) A tenderer when submitting a tender by way of a subsidiary company should clearly state the name of its parent company and its correspondence address, the name of its contact person and its telephone and facsimile numbers.

(b) The person who signs a tender as tenderer shall be deemed to be acting as a principal unless he discloses therein that he is acting as an agent only, in which case he shall also disclose therein the name, address and the name of the contact person of his principal.

(c) After the award of the tender, the identity of the successful tenderer and its parent company (if any) can be disclosed by the Government, whether in response to public or media enquiries or otherwise. The Government reserves the right to announce the tender results without the need to seek the prior agreement of the successful tenderer and its parent company (if any).

10. (a) A tenderer when submitting a tender by way of an unincorporated firm should submit a copy of the certificate of business registration 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 partners, as the case may be, of the said firm.

(b) A tenderer when submitting a tender by way of a corporation should submit one copy each of the Articles of Association, Notification of First Secretary and Directors, the latest Annual Return (if any) and Notification of Changes of Secretary and Directors (if any) filed with the Companies Registry giving details of its current shareholders and directors.

11. If a tender is accepted, the successful tenderer shall be the Tenant, and he shall within 7 days of being called upon by the District Lands Officer, Tsuen Wan and Kwai Tsing so to do sign or execute the Tenancy Agreement and the plan therein referred to and pay the first six months of rent plus that portion of rent for the period up to the next quarter day due under the Tenancy Agreement. Where the successful tender has been made

on behalf of a principal, the principal shall himself sign or execute the Tenancy Agreement and the plan therein referred to. Where the successful tender has been made by or on behalf of a partnership, all partners shall sign or execute the Tenancy Agreement and the plan therein referred to. If the Tenant fails to sign or execute the Tenancy Agreement and the plan therein referred to or pay the rent within the time limit as aforesaid, the Government may either enforce or cancel the tender. On cancellation the sum forwarded with the Tenant's tender as a deposit shall without prejudice to the Government's right of action for damages for breach of contract, be wholly forfeited to the Government and the Government shall be at liberty to grant a tenancy of the Premises or invite tenders or otherwise deal with the Premises at such time and in such manner as the Government shall deem fit.

12. Subject to due signature or execution of the Tenancy Agreement and the plan therein referred to and payment of the rent as hereinbefore provided, possession of the Premises will be given to the successful tenderer within three calendar months of the date on which the Tenancy Agreement and the plan therein referred to are signed or executed. The date on which possession will be so given and on which the period of the tenancy shall commence will be notified by a letter from the District Lands Officer, Tsuen Wan and Kwai Tsing.

13. The successful tenderer shall accept the Premises in the state and condition in which they are at the date possession is given.

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

District Lands Officer, Tsuen Wan and Kwai Tsing
10/F., Tsuen Wan Multi-storey Carpark Building
174-208 Castle Peak Road, Tsuen Wan, New Territories, Hong Kong
(Attn.: Mr. Martin WONG Tel. No. :2402 1106)

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

15. (a) It is obligatory for the tenderer to provide his name, telephone number, facsimile number, address and (i) identity document number in case of individual, (ii) identity document number of the sole proprietor or (iii) identity document numbers of all the partners; and business registration number in case of an unincorporated firm, or company registration number in case of a corporation. If he fails to provide the above data, it would not be possible for the Government to consider his tender.

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

(c) The tenderer has the rights to request access to and to request the correction of the data, the name and address of the officer to whom such request may be made are:

District Lands Officer, Tsuen Wan and Kwai Tsing
10/F., Tsuen Wan Multi-storey Carpark Building
174-208 Castle Peak Road, Tsuen Wan, New Territories, Hong Kong
(Attn.: Mr. Martin WONG Tel. No. :2402 1106)

16. Notwithstanding anything to the contrary in this Tender Notice or the Tenancy Agreement, the Government reserves the right to disqualify a tenderer on the ground that the tenderer has engaged, is engaging, or is reasonably believed to have engaged or be engaging in any acts or activities that are likely to cause or constitute the occurrence of offences endangering national security or otherwise the disqualification is necessary in the interest of national security, or is necessary to protect the public interest of Hong Kong, public morals, public order or public safety.

招標公告

現招標承租本公告夾附的租賃協議(下稱「該租賃協議」)第一附表所描述的一幅政府土地(下稱「該土地」)，租賃條款及條件細列於該租賃協議內。

2. 香港特別行政區政府(下稱「政府」)不一定接納出價最高的標書或任何一份標書。在審核任何一份標書和決定是否批出標書時，政府會考慮投標者過往或現時作為政府的承租人的表現。政府保留與任何投標者商討建議條款的權利。政府就是否批出標書所作的決定，為最終決定。

3. 投標者必須註明為租賃該土地而願意向政府繳付的**月租**。

4. 投標者必須：

(a) 採用本公告夾附的投標表格，並須**一式兩份**填寫；

(b) 填妥附夾的一式兩份表格 1，並與表格 1 及附夾的表格 1 須知所規定的所有資料及佐證連同標書一併提交，而標書須遵從表格 1 及表格 1 須知的規定；

(c) 把標書密封於信封內，在信封面註明「地政總署署長」(下稱「署長」)收，並清楚註明「標投第 STTTK0181 號租賃協議」；以及

(d) 在 2025 年 12 月 5 日中午 12 時前，把標書放入設於香港金鐘道 66 號金鐘道政府合署低座 5 樓 503 室標示為「工務投標箱」的投標箱(下稱「工務投標箱」)內。如在上述截標日期當天上午 9 時至中午 12 時期間，政府發出黑色暴雨警告信號或 8 號或以上熱帶氣旋警告信號，又或宣布超強颱風引致「極端情況」，截標時間便會順延至下周首個工作天的中午 12 時(當天上午 9 時至中午 12 時期間，政府既無發出黑色暴雨警告信號或 8 號或以上熱帶氣旋警告信號，又無宣布超強颱風引致「極端情況」)。如在上述截標日期當天上午 9 時至中午 12 時期間，通往工務投標箱位置的公共通道受阻，或基於任何原因不能通行，政府會公布延長截標時間，直至另行通告。當截標時間已宣布延長至另行通告為止，政府會於公共通道不再受阻或恢復通行時，盡快公布最新截標時間。政府新聞處會在網頁(www.info.gov.hk/gia/general/ctoday.htm)發出新聞公報，宣布上述各項消息。

5. 遞交的標書如不符合本公告所夾附投標表格及表格 1 的規定，或不符合招標公告所載列的條款及條件，均可能不獲接納。逾期遞交或沒有按照本公告第 4 段的規定放入工務投標箱的標書，概不受理。
6. 政府只接納擬租賃該土地作自用的人士、不屬法團的商號或法團的投標，承租人不得把該土地、其任何部分或其中的任何權益轉讓、分租或放棄管有權。
7. 投標者必須填妥本公告所夾附的一式兩份表格 1，並連同投標表格一併遞交。標書如未有夾附填妥的表格 1，概不受理。
8. 投標者在遞交標書時，必須同時交付面額相當於 6 個月投標租金的支票或銀行本票乙張，抬頭人為「香港特別行政區政府」，該支票或本票的付款銀行須為根據《銀行業條例》第 16 條獲發牌的銀行。如交付支票，該支票須由付款銀行證明直至 2026 年 3 月 5 日仍可兌現。政府未選定中標者前，不會把支票或本票兌現。某份標書如獲接納，隨該份標書交付的支票或本票將視為該租賃協議第三附表所載特別條件第 5 條所述的按金。所有其他支票或本票，將根據標書上列明的地址退還落選的投標者。
9. (a) 投標者如以附屬公司的名義投標，則必須在標書上清楚列明其母公司的名稱及通訊地址、聯絡人姓名、母公司的電話號碼及傳真號碼。
- (b) 以投標者身分簽署標書的人士，除非在標書內說明僅為代理人，否則須視為主事人。投標者如僅為代理人，則必須在標書內同時披露主事人的姓名／名稱、地址及其聯絡人的姓名。
- (c) 標書批出後，政府在回應公眾或媒體查詢時，或於其他情況下，皆可披露中標者及其母公司(如有的話)的身分。政府保留權利，可無須事先徵得中標者及其母公司(如有的話)同意，公布投標結果。
10. (a) 投標者如以不屬法團的商號的名義投標，則必須提交商業登記證副本，以及由稅務局局長發出並載有該商號獨資經營者或所有合夥人姓名(視乎該商號的情況而定)的商業登記冊資料摘錄的核證本。
- (b) 投標者如以法團的名義投標，則必須提交已送交公司註冊處的組織章程細則副本、首任秘書及董事通知書副本、最近期的周年申報表(如有的話)副本和秘書及董事資料更改通知書(如有的話)副本，以提供現任股東及董事

的詳細資料。

11. 標書一經接納，中標者即成為承租人。承租人須於荃灣葵青地政專員發出通知後 7 日內，簽署或簽立該租賃協議及當中提述的圖則，並繳付該租賃協議規定的首六個月及直至下季度首日前的一段期間的租金。倘若中標者的標書由代理人代投，該租賃協議及當中提述的圖則須由主事人本人簽署或簽立。倘若中標者為合夥公司，或由他人代合夥公司投得，該租賃協議及當中提述的圖則須由所有合夥人簽署或簽立。如承租人在上述期限內，仍未簽署或簽立該租賃協議及當中提述的圖則或支付租金，政府可強制執行或撤銷投標。若撤銷投標，承租人隨標書交付作為按金的款項將由政府全數沒收，但此舉無損政府就違約情況採取法律行動索償的權利。政府並可自行決定在其認為適當的時候兼且以其認為適當的方式，把該土地批租予他人，或再次招標，或以其他形式處置該土地。

12. 中標者妥為簽署或簽立該租賃協議及當中提述的圖則，以及繳付上文規定的租金後，該土地的管有權將於簽署或簽立該租賃協議及當中提述的圖則當日起計三個曆月內，移交中標者。荃灣葵青地政專員將發信通知中標者移交警有權暨批租期開始的日期。

13. 中標者必須接受該土地在交出管有權當日的狀況及狀態。

14. 任何有關是次招標的查詢，應向下列人士提出：

香港新界荃灣青山公路 174-208 號

荃灣多層停車場大廈 10 樓

荃灣葵青地政專員

(經辦人：黃偉良先生 電話號碼：2402 1106)

政府現特聲明，任何政府人員為回應準投標者的任何查詢而發表的任何說明(不論是口頭還是書面說明)，以及採取的任何行動，一概只作指引和參考用途。任何說明均不得視為本招標公告的構成部分；而且該等說明或行動，並不會及不得視為闡述、更改、否定、豁免或以其他方式改變本招標公告或該租賃協議所載的任何條款或條件。

15. (a) 投標者必須提供姓名、電話號碼、傳真號碼、地址及(i)如屬個人，其身分證明文件號碼，(ii)獨資經營者的身分證明文件號碼或(iii)所有合夥人的身分證明文件號碼；不屬法團的商號，必須提供商業登記號碼；如屬法團，則必須提供公司註冊編號。若投標者未能提供上述資料，政府將無法考慮其

標書。

(b) 地政總署收集上述資料，旨在供政府用於考慮本標書，也可供地政總署作該項用途，以及可轉交政府其他部門作同一項用途。上述資料也可在任何時間供政府用於考慮其他標書，也可供地政總署作該項用途，以及可轉交政府其他部門作同一項用途。

(c) 投標者有權要求查閱和改正資料。負責處理此等要求的人員的姓名及聯絡地址，載列如下：

香港新界荃灣青山公路 174-208 號
荃灣多層停車場大廈 10 樓
荃灣葵青地政專員
(經辦人：黃偉良先生 電話號碼：2402 1106)

16. 即使本招標公告或租賃協議訂有相反的規定，政府保留權力以投標者曾經、正在或有理由相信投標者曾經或正在參與可能導致或構成發生危害國家安全罪行的行為或活動為由，取消投標者的資格，又或為維護國家安全或香港的公眾利益、公共道德、公共秩序或公共安全，而有必要取消投標者的資格。

FORM OF TENDER

Tender for the tenancy of one lot of Government land at the junction of Tsing Tim Street and Sai Tso Wan Road, Tsing Yi, New Territories, Hong Kong on such terms and conditions as are specified in the Tenancy Agreement annexed hereto (hereinafter referred to as “the Tenancy Agreement”), and at the **monthly** rental specified below.

To: Director of Lands,
20/F., North Point Government Offices,
333 Java Road, North Point,
Hong Kong.

I/We,

.....
having read the foregoing Tender Notice and the Tenancy Agreement and examined the plan therein referred to, hereby offer to rent the Government land referred to above for the purposes as stated in the First Schedule of the Tenancy Agreement from the Government of the Hong Kong Special Administrative Region (hereinafter referred to as “the Government”) at a rental of Hong Kong Dollars.....**per month** (HK\$ **per month**). The tenancy shall be for a term of 5 years certain and thereafter quarterly and on such terms and conditions as are set out in the Tender Notice and the Tenancy Agreement.

2. If this tender is accepted, then until the Tenancy Agreement and the plan therein referred to are signed or executed, this tender together with the written acceptance thereof shall constitute a binding agreement between me/us and the Government.

3. A cheque for HK\$..... made payable to “The Government of the Hong Kong Special Administrative Region” and certified good for payment up to the 5th day of March, 2026 by the bank on which it is drawn/A cashier’s order for HK\$..... is forwarded herewith as a deposit if my/our tender is accepted.

4. (a) I/We understand that the Government reserves the right to disclose the identity of the successful tenderer and its parent company (if any) and to announce the tender results in accordance with paragraph 9(c) of the Tender Notice.

(b) I consent that the Government and its officers may use the data collected pursuant to paragraph 15(a) of the Tender Notice together with any information of my/our performance or breach of any terms and conditions of the tenancy of any Government sites, whether past, current or future, for consideration of this tender by the Government, and the Lands Department may use the data and information for such purpose and may transfer the data and information to other Government departments to be used for such purpose; and that the data and information may also be used for consideration of other tenders by the Government at any time, and that the data and information may be used by the Lands Department for such purpose and may be transferred to other Government departments to be used for such purpose.

(c) I 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 15 of the Tender Notice and the provisions in paragraph 4 of this Form of Tender including the consent stated therein shall remain in full force and effect notwithstanding that this tender is not accepted by the Government. Where the tender is accepted by the Government, the said provisions and consent shall survive the signature or execution of the Tenancy

Agreement and the plan therein referred to and the tenancy, and shall remain in full force and effect notwithstanding the expiry or termination of the tenancy.

5. The Proforma 1 referred to in paragraph 7 of the Tender Notice and documents referred to in paragraph 10(a) or 10(b) of the Tender Notice are enclosed.

Dated the _____ day of _____, 20__.

Signature of tenderer OR seal of tenderer and
signature(s) of authorized officer(s)

Name(s) of authorized officer(s) in block letters _____

Identity document number of tenderer
(in case of an individual) _____

Identity document number of sole
proprietor/identity document numbers of the
partners who have been duly authorised to sign
this tender
(in case of an unincorporated firm) _____

Business registration number of tenderer
(in case of an unincorporated firm) _____

Company registration number of tenderer
(in case of a corporation) _____

Address of tenderer in block letters _____

Telephone number _____ Facsimile number _____

Particulars of parent company (if appropriate) :

Name in block letters _____

Address in block letters _____

Name of contact person(s) _____

Telephone number _____ Facsimile number _____

- Notes
- (1) All tenders must be accompanied by documents referred to in paragraph 10(a) or 10(b) of the Tender Notice, as appropriate.
 - (2) Tenders will not be considered unless they are accompanied by the duly completed Proforma 1 and the deposit required under paragraphs 7 and 8 of the Tender Notice.

投標表格

現按照夾附的租賃協議(下稱「該租賃協議」)所指明的條款及條件，並以下文所指明的**月租**，投標租賃位於新界清甜街與西草灣路交界的一幅政府土地。

致：香港北角渣華道 333 號北角政府合署 20 樓
地政總署署長

本人／我們_____

已細閱本招標公告及該租賃協議，並審閱該租賃協議提述的圖則，現提出**按月**以港幣_____圓的租金(**月租** _____ 港圓)，按照本招標公告及該租賃協議所載的條款及條件，向香港特別行政區政府(下稱「政府」)租用上述政府土地，作該租賃協議第一附表所訂明的用途，租期先定為 5 年，其後按季續租。

2. 本標書如獲接納，在該租賃協議及當中提述的圖則簽署或簽立前，本標書連同接納書將構成本人／我們與政府之間具有約束力的協議。

3. (a) 現交付港幣_____圓的支票乙張(已由付款銀行在票上註明直至 2026 年 3 月 5 日仍可兌現)，抬頭人為「香港特別行政區政府」／港幣_____圓的銀行本票乙張。本標書如獲接納，該筆款項將作按金用途。

4. (a) 本人／我們明白，政府保留權利按照招標公告第 9(c)段的規定，披露中標者及其母公司(如有的話)的身分和公布投標結果。

(b) 本人同意政府及其人員可使用依據招標公告第 15(a)段收集的資料，以及本人／我們過往、現在或將來履行或違反任何政府土地租賃協議條款及條件的資料，供政府用於考慮本標書，而地政總署也可把上述資料用作該項用途，並轉交政府其他部門作同一項用途；本人也同意上述資料可在任何時間供政府用於考慮其他標書，而地政總署同樣可把上述資料用作該項用途，並轉交政府

其他部門作同一項用途。

(c) 本人也確認，為免生疑問，而且不論是否以施行《個人資料(私隱)條例》(第 486 章)為目的，即使本標書不獲政府接納，招標公告第 15 段及本投標表格第 4 段所作規定，包括當中所述的同意，仍繼續完全有效並具十足效力。如本標書獲政府接納，上述規定和同意在簽署或簽立該租賃協議及當中提述的圖則和租約後，仍然留存，即使租賃期滿或終止，仍繼續完全有效並具十足效力。

5. 現隨表格夾附招標公告第 7 段所述的表格 1 及招標公告第 10(a)或 10(b)段所述的文件。

20 年 月 日

投標者簽署**或**投標者蓋章及

獲授權人員簽署_____

獲授權人員姓名(請以正楷填寫)

投標者身分證明文件號碼

(適用於個人)

獨資經營者身分證明文件號碼／獲妥為
授權簽署此標書的合夥人身分證明文件
號碼

(適用於不屬法團的商號)

投標者商業登記號碼

(適用於不屬法團的商號)

投標者公司註冊編號

(適用於法團)

投標者地址(請以正楷填寫)

電話號碼_____傳真號碼_____

母公司詳情(如適用)：

名稱(請以正楷填寫)_____

地址(請以正楷填寫)_____

聯絡人姓名_____

電話號碼_____傳真號碼_____

註：(1) 所有標書必須夾附招標公告第 10(a)或 10(b)段所述的文件(視何者適用而定)。

(2) 投標時如不一併交付招標公告第 7 段及第 8 段所規定的已填妥的表格 1 及按金，標書將不獲考慮。

SHORT TERM TENANCY AGREEMENT

AN AGREEMENT made this day of 20 between the Chief Executive on behalf of the Government of the Hong Kong Special Administrative Region (hereinafter referred to as “the Landlord”) of the one part and

(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 piece or parcel of ground short particulars of which are set out in the First Schedule hereto and for the purpose of identification only shown coloured pink and pink hatched black on the plan annexed hereto TOGETHER WITH such buildings or structures erected thereon or on part thereof as are specified in the Second Schedule hereto (which land and structures are hereinafter referred to as “the Premises”) for the term, at the rent and for the purpose(s) specified in the First Schedule hereto.
2. THE TENANT HEREBY AGREES WITH THE LANDLORD as follows:
 - (a) To pay the rent on the days and in the manner specified in the First Schedule hereto;
 - (b) Not to use or permit or suffer the use of the Premises or any part thereof for any purpose other than such purposes as are specified in the First Schedule hereto;
 - (c) Not to erect or allow to remain on the Premises any building or structure (other than those specified in the Second Schedule) without the consent in writing of the District Lands Officer, Tsuen Wan and Kwai Tsing (hereinafter referred to as “the District Lands Officer”) first had and obtained;
 - (d) Not to alter or demolish any building or structure erected on the Premises without the prior consent in writing of the District Lands Officer;
 - (e) To make such arrangements for the supply of electricity, gas and mains water to the Premises as the Tenant shall require and to pay all charges in connection therewith including the cost of installation and maintenance thereof and, on termination of this Agreement, the cost of dismantling all pipes, wires, cables, meters, switches and any other apparatus ancillary thereto;
 - (f) To maintain and keep to the satisfaction of the District Lands Officer the Premises including retaining and

boundary walls and fences (if any) belonging thereto in good and tenantable repair and condition and (subject to Clause 2(h) hereof) so to hand over the same on termination of this Agreement, and be responsible for the routine maintenance of the slope or slopes (if any, except any slope or slopes which the Tenant is obliged to maintain pursuant to Special Condition No. 22 hereof) within the Premises in accordance with the Geoguide 5 : Guide to Slope Maintenance published by the Geotechnical Engineering Office of the Civil Engineering and Development Department (hereinafter referred to as "CEDD") (a copy of which can be viewed or downloaded from CEDD's website: <http://www.cedd.gov.hk/>), and in particular, Chapter 3 thereof, including but not limited to:-

- (i) clearance of accumulated debris from drainage channels and slope surface;
 - (ii) repair of cracked or damaged drainage channels or pavement;
 - (iii) repair or replacement of cracked or damaged slope surface cover;
 - (iv) unblocking weepholes and outlet drain pipes;
 - (v) repair of missing or deteriorated pointing in masonry walls;
 - (vi) removal of any vegetation that has caused severe cracking of slope surface cover and drainage channels;
 - (vii) re-grassing bare soil slope surface areas;
 - (viii) removal of loose rock debris and undesirable vegetation from rock slopes or around boulders;
 - (ix) investigation and repair of buried water-carrying services where signs of possible leakage are observed;
 - (x) repair of leaky exposed water-carrying services;
 - (xi) repair or replacement of rusted steel slope furniture; and
 - (xii) maintenance of landscape items on slopes;
- (g) Not to assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of the Premises or any part thereof or any interest therein or enter into any agreement so to do;
- (h) To yield up the Premises with vacant possession to the Landlord at the expiration of the term or sooner termination of this Agreement in good clean and tenantable repair and condition in accordance with the stipulations contained herein. The Tenant shall, if so required by the District Lands Officer, at his own cost and expense before the expiry or sooner termination of the tenancy reinstate and remove all structures or fixtures or additions including foundation, paving or other surfacing which is then standing on or forms

part of the Premises (irrespective of whether they were erected or installed by the Tenant), make good and repair in a proper and workmanlike manner any damage to the Premises and thereafter landscape the Premises to the satisfaction of the District Lands Officer and without any compensation therefor being paid by the Landlord to the Tenant;

- (i) To maintain at the Tenant's own expense, to the satisfaction of the District Lands Officer, such drains and channels, whether within the boundaries of the Premises or upon adjacent Government land, as the District Lands Officer may consider necessary to intercept and convey into the nearest stream-course, catch pit, channel or storm-water drain all water which may fall or flow on to the Premises and to be solely liable for, and to indemnify and keep indemnified the Landlord from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to any damage or nuisance caused by such water;
- (j) Not to use water from any Government mains for any purpose without the prior written consent of the Water Authority;
- (k)
 - (i) To permit the Landlord, his servants or agents at all reasonable times to enter upon the Premises to view the state and condition thereof, and in the event of there being any defect or want of repair or maintenance then and there found, to give or leave on the Premises notice in writing to the Tenant, who shall within one calendar month after such notice (or sooner if required) repair and make good the same in accordance with such notice and the Tenant's obligations in that behalf herein contained;
 - (ii) To permit the Landlord, his servants or agents at all reasonable times with or without notice to enter upon the Premises or any part thereof for the purpose of inspecting the same so as to ascertain that there is no breach of or failure to observe any of the terms and conditions herein contained;
- (l) To indemnify and keep indemnified the Landlord from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to any breach of the terms and conditions of this Agreement or out of, in connection with or incidental to the occupation and use of the Premises by the Tenant including but not limited

to:

- (i) all liabilities arising out of, in connection with or incidental to the negligence of any person not a party to this Agreement;
- (ii) all liabilities on the part of the Landlord under the Occupiers Liability Ordinance (Cap. 314);
- (iii) all liabilities arising out of, in connection with or incidental to anything done or omitted to be done by the Tenant in respect of any safety measures or works which the Tenant is required to undertake and fulfill in compliance with the Special Conditions as set out in the Third Schedule hereto; and
- (iv) any damage or soil and groundwater contamination caused to the Premises or any adjacent or adjoining land where such damage or soil and groundwater contamination has, in the opinion of the Landlord whose opinion shall be final and binding upon the Tenant, arisen out of, in connection with or incidental to any use of the Premises, or any development or redevelopment affecting the Premises or any part thereof or out of any activities carried out on the Premises or out of any other works carried out thereon by the Tenant whether such use, development or redevelopment, activities or works are in compliance with the terms and conditions of this Agreement or in breach thereof;
- (m) To pay and discharge all existing and future rates, taxes, assessments, duties and outgoings whatsoever which are now or during the term of the tenancy shall be imposed, assessed or charged upon the Premises or the Tenant in respect thereof; and
- (n) To perform and observe the obligations on the Tenant's part contained in the Special Conditions as set out in the Third Schedule hereto.

3. THE LANDLORD HEREBY AGREES WITH THE TENANT as follows:

To permit the Tenant on his duly paying the rent 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 BY AND BETWEEN THE PARTIES HERETO as follows :

- (a) That the Tenant shall within-
- (i) 9 calendar months from the date of the commencement of the tenancy, or
 - (ii) 24 calendar months from the date of the commencement of the tenancy as may be approved by the Director of Environment Protection, in the event new structure(s) of 2 or more storeys for the purposes as permitted and specified in the First Schedule hereto are to be erected on the Premises,
- commence and thereafter continue to operate the Premises for the purposes specified in the First Schedule hereto on a scale to the satisfaction of the Director of Environmental Protection, and conduct the operation in accordance with all Ordinances, any regulations made thereunder and any amending legislation and in all respects to the satisfaction of the Director of Environmental Protection;
- (b) That if it is at any time shown to the satisfaction of the Director of Environmental Protection that there has been a breach of Clause 4(a) hereof, the Landlord shall be entitled to terminate the tenancy hereby created by giving to the Tenant written notice to such effect to expire at any time (whether within the fixed term in the First Schedule hereto or otherwise) without payment of compensation or refund of any rent paid or any part thereof. Upon expiry of such notice and without prejudice to any right of action of the Landlord in respect of any antecedent breach, non-performance or non-observance of other terms and conditions herein contained, the tenancy shall cease and determine and the Tenant shall quit and deliver vacant possession of the Premises in accordance with the terms and conditions of this Agreement;
- (c) That in case the rent 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 is any breach, non-performance or non-observance of any of the terms and conditions to be observed by and on the part of the Tenant herein contained or if the Tenant shall become bankrupt or, being a company, shall enter into liquidation whether compulsory or voluntary (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 rent already paid or any part thereof shall not be refunded and no compensation whatsoever shall be payable to the Tenant by the Landlord;

- (d) That without prejudice to any terms and conditions herein contained, it shall be lawful for the Landlord at any time after the happening of any of the events mentioned in sub-clauses (d)(i), (d)(ii) or (d)(iii) hereof 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 terms and conditions to be observed by and on the part of the Tenant herein contained and in the event of such re-entry the rent already paid or any part thereof shall not be refunded and no compensation whatsoever shall be payable to the Tenant by the Landlord :
- (i) the Tenant has engaged or is engaging in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security;
 - (ii) the continued occupation and use of the Premises by the Tenant or the continued performance of the Agreement is contrary to the interest of national security; or
 - (iii) the Government reasonably believes that any of the events mentioned above is about to occur.

Upon the re-entry and determination of this Agreement, the Tenant shall indemnify and keep indemnified the Government and the District Lands Officer from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the same or in relation thereto;

- (e) That in the event of the rent hereby reserved or any increase of deposit pursuant to Clause 4(k) hereof or any part thereof not being paid on the due date for payment thereof (whether formally demanded or not) the Tenant shall pay interest to the Landlord on such amount of the rent reserved or increase in deposit (as the case may be) as is unpaid on the due date or dates calculated from the day immediately following the due date or dates until payment of all rent or increase in deposit (as the case may be) due and the interest thereon has

been paid by the Tenant to the Landlord, such interest to be at a rate which is equivalent to two per cent per annum above the average prevailing Best Lending Rate announced by the current note-issuing banks in the Hong Kong Special Administrative Region (hereinafter referred to as "Hong Kong"), namely, The Hongkong and Shanghai Banking Corporation Limited, Standard Chartered Bank (Hong Kong) Limited and Bank of China (Hong Kong) Limited;

- (f) That the tenancy hereby created is (without prejudice to the terms and conditions hereof) subject also to the Special Conditions contained in the Third Schedule hereto and the terms and conditions contained in the Technical Schedule annexed hereto;
- (g) That subject to Clause 2(c) hereof, any building or structure erected or to be erected by the Tenant on the Premises shall in all respects comply with the Buildings Ordinance, any regulations made thereunder and any amending legislation. The Government has given no warranty, expressed or implied, as to the suitability, physical condition or state or safety of any structure or building or structures or buildings existing on the Premises or any part or parts thereof for the use hereby permitted, whether in accordance with the terms and conditions in the tenancy or otherwise. The tenancy hereby created shall not be construed so as to condone any structures existing on the Premises not complying with the provisions of the Buildings Ordinance, any regulations made thereunder and any amending legislation. Action appropriate under the said Ordinance or any other enactment may be taken at any time;
- (h) 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 landslip or subsidence on, to, of or from the Premises;
- (i) That the Landlord shall have full power to terminate this Agreement and resume, re-enter upon and retake possession of all or any part of the Premises if the same shall be required for the improvement of Hong Kong or for any other public purpose whatsoever (as to which the decision of the Chief Executive of Hong Kong shall be conclusive) on giving to the Tenant one calendar month's notice in writing to that effect to expire at any time. Upon the expiration of the said notice and without prejudice to the Landlord's rights to enforce any antecedent breaches the tenancy of the land so resumed shall cease and determine and the Tenant shall quit and deliver up possession of the land so resumed and the building(s) or structure(s) thereon. PROVIDED that if such termination occurs during the fixed term of the

tenancy, the Tenant shall be paid such compensation for any disturbance so occasioned to him as shall be determined by the Director of Lands at his absolute discretion on condition that the Tenant has observed and performed the obligations herein contained on his part and that the Tenant has complied with the said notice but the Tenant shall not be entitled to any such compensation if the termination occurs during any periodical tenancy as aforesaid;

- (j) That in the event of the tenancy hereby created not being terminated within five years from its commencement the rent hereby reserved may be increased by the Landlord at his sole discretion on or after the expiry of the period of five years from the date of the commencement of the tenancy and thereafter on or after the expiry of each succeeding period of three years upon the Landlord giving to the Tenant not less than three calendar months' prior notice to that effect. As from the date being the effective date as stipulated in such notice such increase shall take effect whereupon the increased rent shall be deemed to be substituted for the rent previously in force under this Agreement PROVIDED that no such revision shall take effect within three years of the immediately preceding revision and PROVIDED FURTHER that the parties hereto expressly agree that nothing herein contained shall imply an intention on the part of either party that the tenancy shall not be terminated in accordance with the provisions of this Agreement;
- (k) That in the event of the rent hereby reserved is being increased under Clause 4(j) hereof, the deposit deposited with the Landlord in accordance with the provisions of this Agreement may be increased by the Landlord at his sole discretion upon the Landlord giving to the Tenant not less than three calendar months' prior notice to that effect. As from the date being the effective date as stipulated in such notice such increase shall take effect and in this connection, the Tenant shall pay to the Landlord on or before the said effective date a sum equivalent to the difference between the deposit previously deposited with the Landlord under this Agreement and the deposit as so increased whereupon the deposit as so increased shall be deemed to be substituted for the said deposit previously deposited with the Landlord under this Agreement PROVIDED that the parties hereto expressly agree that nothing herein contained shall imply an intention on the part of either party that the tenancy shall not be terminated in accordance with the provisions of this Agreement;
- (l) That any notice to be served by the Landlord or his officers under the terms and conditions of this Agreement shall be sufficiently served on the Tenant if left addressed to him on the Premises or forwarded to him by post or left at his last

known address or in the case of a corporation forwarded to it by post or left at its registered office, and such notice, if sent by post, shall be deemed to be delivered in due course of post at the address to which it is sent;

- (m) That the Tenant shall not do or permit or suffer anything to be done at any time in or upon the Premises or any part thereof which may be or become a nuisance or annoyance or injurious or dangerous to health or which may cause damage or inconvenience to the Landlord or to the owners or occupiers of any adjoining or neighbouring lot or lots or premises;
- (n) That the Tenant shall at all times throughout the term of the tenancy at his own expense remove from the Premises any derelict vehicle, litter, waste or any matter which may be or become a nuisance or annoyance or injurious or dangerous to health or which may cause damage or inconvenience to the Landlord or to the owners or occupiers of any adjoining or neighbouring lot or lots or premises and tidy up to the satisfaction of the District Lands Officer the area in which the derelict vehicle, litter, waste or matter is found. In the event of the non-fulfillment by the Tenant of his obligation under this sub-clause, the District Lands Officer and his officer, agents, contractors, workmen or other duly authorized personnel, including but not limited to the Director of Food and Environmental Hygiene and his officers, contractors, his or their workmen (hereinafter collectively referred to as “the authorized persons”), with or without tools, equipment, plant, machinery or motor vehicles shall, upon reasonable prior notice being given to the Tenant, have the right of ingress, egress and regress to and from and through the Premises free of cost at all reasonable times to remove or otherwise dispose of any derelict vehicle, litter, waste or matter from the Premises and tidy up the area in which the derelict vehicle, litter, waste or matter is found at the cost of the Tenant who shall pay to the Landlord on demand a sum equal to the cost thereof, such sum to be determined by the District Lands Officer whose determination shall be final and binding upon the Tenant. The District Lands Officer and the authorized persons shall have no responsibility or liability in respect of any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Tenant or any other person arising whether directly or indirectly out of, in connection with or incidental to the exercise by him or them of the right of entry conferred under this sub-clause, and no claim shall be made against him or them by the Tenant in respect of any loss, damage, nuisance or disturbance;
- (o) That wherever in this Agreement it is provided that:

- (i) the Landlord or his 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 his 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 his duly authorized officers; or
 - (ii) the prior approval or consent of the Landlord or his 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;
- (p) That where the context so admits or requires the expression “Tenant” shall mean the party entering into and signing/executing this Agreement and shall include his executors and administrators or in the case of a corporation its successors and words importing the masculine gender shall be deemed to include females and corporations and words in the singular shall be deemed to include the plural and vice versa in each case;
- (q) That this Agreement constitutes the entire agreement of the parties about the subject-matter of this Agreement, and that no statement, representation or promise made by either the Tenant or duly authorized officers of the Landlord has been relied upon by the other party to enter into this Agreement, and that no communications, understandings, representations, promises, oral or written statements, warranties, arrangements or agreements, conditions made by either the Tenant or duly authorized officers of the Landlord prior to the signing/execution of this Agreement with respect to the subject-matter of this Agreement may in any way be read or incorporated into this Agreement; and
- (r) 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, and a person who is not a party to this Agreement shall not have any right under the Contracts (Rights of Third Parties) Ordinance to enforce any provisions of this Agreement.

FIRST SCHEDULE

PARTICULARS OF THE PREMISES

All that piece of ground situate at the junction of Tsing Tim Street and Sai Tso Wan Road, Tsing Yi, New Territories, Hong Kong comprising an area of 1,590 square metres or thereabouts which is for the purpose of identification only shown coloured pink and pink hatched black (hereinafter referred to as “the Pink Hatched Black Area”) on the plan annexed hereto.

- RENT : (i) \$ for the period from the day of 20 to the day of 20 shall be paid upon signing/executing this Agreement;
- (ii) \$ per quarter shall be payable in advance on the 1st day of January, the 1st day of April, the 1st day of July and the 1st day of October in each year for the period from the day of 20 up to the day of 20 ;
- (iii) For the period as from the day of 20 , the rent shall be determined in accordance with Clause 4(j) hereof and shall be payable in advance of each quarter on the dates as specified in (ii) above.

TERM AND DATE OF COMMENCEMENT : Five years certain commencing on the day of 20 and thereafter quarterly until such time as this tenancy is determined.

PURPOSES FOR WHICH THE PREMISES MAY BE USED :

Operation of a business in the recovery and recycling or in connection with the reprocessing of metals, papers, plastics, tyres, electrical and electronic appliances, glass, textile, old clothes, wood and furniture or any combination of the above materials found in and recovered from municipal solid waste (as defined in paragraph 2 of the Technical Schedule annexed hereto) and refrigerant (hereinafter collectively referred to as “the Recyclable Waste Materials”) generated locally in Hong Kong. For the avoidance of doubt, sorting of municipal solid waste to generate the Recyclable Waste Materials is not permitted to be carried out at the Premises. In determining what amounts to “sorting of municipal solid waste to generate the Recyclable Waste Materials” and what constitutes “refrigerant”, the decision of the Director of Environmental Protection shall be final and binding upon the Tenant.

SECOND SCHEDULE

The existing building(s) and/or structure(s) located within the area shown edged blue on the plan annexed hereto (hereinafter collectively referred to as “the Existing Structures”). The decision of the District Lands Officer as to what constitutes the Existing Structures shall be final and binding on the Tenant.

THIRD SCHEDULE

Special Conditions referred to in
Clauses 2(l)(iii), 2(n) and 4(f) of this Agreement.

1. (a) The tenancy hereby created may be terminated at the expiry of the fifth year by either party giving to the other at least three calendar months' notice in writing to that effect to expire at the end of the fifth year. In the event that no such notice is given as aforesaid the tenancy may be terminated by either party giving to the other at least three calendar months' notice in writing to that effect to expire at any time.
 - (b) (i) The Tenant shall not use or permit or suffer any part of the Premises to be used for any illegal or immoral purposes and the determination of the District Lands Officer as to what constitutes illegal or immoral purposes shall be final and binding on the Tenant.
 - (ii) Notwithstanding sub-clause (a) of this Special Condition, in the event of any breach, non-performance or non-observance of sub-clause (b)(i) above the Landlord shall be entitled to terminate the tenancy hereby created by giving to the Tenant written notice to that effect to expire at any time (whether within the fixed term specified in the First Schedule hereto or otherwise) without payment of compensation or refund of rent already paid or any part thereof. Upon the expiry of such notice and without prejudice to any right of action of the Landlord in respect of any antecedent breach, non-performance or non-observance of the other terms and conditions herein contained, the tenancy shall cease and determine and the Tenant shall quit and deliver up possession of the Premises to the Landlord in accordance with the terms and conditions of this Agreement.
2. (a) The Tenant declares that there has been no change to the legal and beneficial ownership of its shareholding or business undertaking or the constitution of its partners, board of directors or management as the case may be, since the submission of the tender for a tenancy of the Premises.
 - (b) The Tenant shall not, without the prior written consent of the Landlord,
 - (i) if the Tenant is a corporation, permit any transfer or disposal of the legal or beneficial ownership of its shares or accept for registration any transfer of those shares or

permit any change to the constitution of its board of directors; and

- (ii) if the Tenant is an unincorporated body, permit any transfer of the legal or beneficial ownership of its business undertaking or any change to the constitution of its partners, as the case may be.
 - (c) In the event of any transfer, disposal or change without consent as referred to in sub-clause (b) of this Special Condition (as to which the decision of the Landlord shall be final and binding on the Tenant), it shall be lawful for the Landlord at any time thereafter to re-enter upon and take back possession of the Premises or any part thereof in the name of the whole (whether within the fixed term set out in the First Schedule hereto or otherwise), and 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 other terms and conditions of this Agreement and in the event of such re-entry, any rent already paid or any part of such rent shall not be refunded and no compensation whatsoever shall be payable to the Tenant by the Landlord.
3. (a) Subject to Clause 2(c) hereof and Special Conditions Nos. 4, 41 and 42 hereof, the Tenant may erect on the Premises a structure or structures having a height not exceeding 20 metres above ground level for the purposes specified in the First Schedule hereto. The design and location of the structure or structures to be erected on the Premises shall be subject to the prior written approval of the District Lands Officer.
- (b) For the purposes of this Agreement, the decision of the District Lands Officer as to what constitutes ground level shall be final and binding on the Tenant.
4. (a) Subject to Clause 2(c) and Special Condition Nos. 3, 41 and 42 hereof, the Tenant may erect on the Premises the following structure or structures :
- (i) One structure having a height not exceeding 3 metres above ground level and a total gross floor area not exceeding 35 square metres. Of the said total gross floor area, not more than 10 square metres shall be used for the residential accommodation of a watchman or caretaker employed by the Tenant on the Premises and not more than 25 square metres shall be used for office purposes only; or
 - (ii) One structure having a height not exceeding 3 metres above ground level and a total gross floor area not exceeding 10 square metres which shall be used for the residential accommodation of a watchman or caretaker

employed by the Tenant on the Premises; and

- (iii) One structure having a height not exceeding 3 metres above ground level and a total gross floor area not exceeding 25 square metres which shall be used for office purposes only.

In the event of the structure mentioned in sub-clause (a)(i) of this Special Condition being erected on the Premises, then sub-clauses (a)(ii) and (iii) shall not apply.

- (b) Save as provided in sub-clause (a) of this Special Condition, no part of the Premises shall be used for residential purposes.
5. The Tenant shall on the signing/execution of this Agreement deposit with the Landlord the sum of DOLLARS (\$) Hong Kong currency by way of deposit as security for the due payment of the rent for this tenancy, the rates, taxes, assessments, duties and outgoings as aforesaid and the due performance and observance by the Tenant of all and singular the several agreements, conditions, terms and stipulations herein reserved and contained. Subject to Clause 4(k) hereof, the deposit shall remain deposited with the Landlord throughout the term of the tenancy and shall upon the Tenant delivering up vacant possession of the Premises to the Landlord in accordance with the provisions herein contained and upon the Tenant duly observing and performing the Tenant's obligations hereunder be refunded to the Tenant but without interest. In case of default on the part of the Tenant in payment of the rent for this tenancy or of the rates, taxes, assessments, duties and outgoings hereinbefore stipulated or in performance or observance of any of the agreements, provisions, terms and conditions herein contained the Landlord shall without prejudice to his other rights and remedies herein contained be entitled to retain and deduct from the deposit as and for liquidated damages the amount of loss and damage sustained by reason of such default PROVIDED that nothing herein contained shall be so construed as preventing the Landlord from recovering from the Tenant damages in respect of such default over and above the deposit PROVIDED FURTHER that the payment of the deposit shall not be deemed or considered as a payment of rent in advance and accordingly in any action for recovery of possession for non-payment of rent or the rates, taxes, assessments, duties or outgoings aforesaid the Tenant shall be deemed to be in default if the rent is not paid in accordance with Clause 2(a) hereof and the First Schedule hereto.
6. The Tenant shall obtain all necessary licences and approvals at his own expense under the Dangerous Goods Ordinance, any regulations made thereunder and any amending legislation. The Tenant shall during the term of this tenancy maintain such licences and approvals in force and in all respects comply with the terms and conditions thereof and observe and comply with all requirements under the Dangerous Goods Ordinance and any requirement which may be imposed by the Director of Fire Services or other relevant authorities in respect of the storage of dangerous goods upon the Premises or any motor vehicles thereon. If

there is any breach, non-performance or non-observance of this Special Condition, the Landlord shall be entitled to terminate the tenancy under Special Condition No. 1(b)(ii) of this Agreement.

7. (a) The Tenant shall observe and comply with any requirement which may be imposed by the Director of Fire Services in connection with the occupation and use of the Premises by the Tenant.
- (b) The Tenant shall at all times permit the Landlord and the Director of Fire Services and any person authorized by any of them to enter the Premises during the term of this tenancy to check observance and compliance with any requirements in connection with fire safety.
- (c) Without prejudice to sub-clause (a) of this Special Condition, the Tenant shall within one calendar month from the date of this Agreement or such other extended period as may be approved by the District Lands Officer at the Tenant's own expense install fire extinguisher(s) in the Premises in all respects to the satisfaction of the Director of Fire Services and submit the certificate under Regulation 9(1) of the Fire Service (Installations and Equipment) Regulations (Chapter 95B), any amendment thereto, substitution therefor (hereinafter referred to as "the Certificate") to the Director of Fire Services. The Tenant shall at the Tenant's own expense maintain the fire extinguisher(s) in good condition and in all respects to the satisfaction of the Director of Fire Services during the existence of the tenancy.
- (d) Without prejudice to sub-clauses (a) and (c) of this Special Condition, the Tenant shall
 - (i) within three calendar months from the date of this Agreement or such other extended period as may be approved by the District Lands Officer at the Tenant's own expense, submit a scheme of fire service installations (hereinafter referred to as "the Scheme") to the Director of Fire Services for his approval. The Director of Fire Services may give his approval on such terms and conditions as he sees fit at his absolute discretion;
 - (ii) within six calendar months from the date the Director of Fire Services approved the Scheme (hereinafter referred to as "the Approved Scheme") or such other extended period as may be approved by the District Lands Officer at the Tenant's own expense, complete the installation works required to be done under the Approved Scheme in all respects to the satisfaction of the Director of Fire Services and submit the Certificate to the Director of Fire Services;
 - (iii) not make any alteration to the Approved Scheme without

the prior written consent of the Director of Fire Services;
and

- (iv) at the Tenant's own expense, implement the Approved Scheme in all respects to the satisfaction of the Director of Fire Services during the existence of the tenancy.
8. The security of the Premises and any goods stored or any motor vehicles parked or other things placed thereon shall be the sole responsibility of the Tenant.
 9.
 - (a) The Tenant shall have no right of ingress or egress to or from the Premises for the passage of motor vehicles except between the points X and Y through Z shown and marked on the plan annexed hereto or at such other points as may be approved in writing by the District Lands Officer.
 - (b) The Tenant shall not exercise the right of ingress and egress in sub-clause (a) of this Special Condition unless and until a run-in for each point of ingress and a run-out for each point of egress from and onto the existing public roads or footpaths adjoining the Premises have been designed and constructed to the satisfaction of the District Lands Officer. Upon the expiry or earlier termination of the tenancy hereby created or at any time the ingress and egress points are no longer required or when required by the District Lands Officer so to do, such run-in and run-out shall be removed and the road or footpath adjoining the Premises upon which such run-in and run-out were constructed shall be reinstated to the same condition as the road or footpath were prior to construction of run-in and run-out. The said works of design, construction, removal and reinstatement shall be undertaken by the Tenant at his own expense in accordance with the terms of this Agreement, in particular Special Condition No. 39 hereof, and in all respects to the satisfaction of the District Lands Officer.
 - (c) Notwithstanding sub-clause (b) of this Special Condition the Landlord may (but is not obliged to), upon the written request of the Tenant and at the cost of the Tenant, design, construct, remove and reinstate the run-in and run-out referred to in sub-clause (b) above.
 10. The Tenant shall not display, erect, cause or permit to be displayed or erected any advertising sign, bill, placard or notice on the Premises.
 11. No rock crushing plant shall be permitted on the Premises without the prior written approval of the District Lands Officer.
 12. The Tenant shall not carry out blasting, pile driving or excavation on the Premises or any part thereof except with prior written approval of the District Lands Officer.
 13. The Tenant shall provide to the satisfaction of the District Lands Officer

sufficient spaces within the Premises for the parking, waiting and manoeuvring of motor vehicles to avoid queuing of vehicles onto adjacent public roads or Government land.

14. The Tenant shall take all reasonable measures at his own expense to minimize the glare from the lighting installed for the purpose of the general illumination of the Premises so that the nearby development or the users on any adjacent public roads will not be affected or disturbed in any way.
15. The Tenant shall at his own expense provide and maintain adequate lighting for the Premises in all respects to the satisfaction of the District Lands Officer.
16. The Tenant shall observe and comply with all the terms and conditions contained in the Technical Schedule annexed hereto to the satisfaction of the Director of Environmental Protection. Notwithstanding Special Condition No. 1 hereof, failure to comply with any of the terms and conditions of the said Technical Schedule may lead to immediate termination of this Agreement hereby created by the Landlord on giving to the Tenant written notice to that effect to expire at any time (whether within the fixed term specified in the First Schedule hereto or otherwise) without payment of compensation or refund of rent already paid or any part hereof.
17. The Tenant shall, in connection with the occupation and use of the Premises, ensure that the Premises is free from contamination. In the event that the Premises is found to be contaminated by any substance, such as soil or groundwater contaminant, the Tenant shall remove at his own expenses all contaminate substance from the Premises and its adjoining Government land, if necessary, and reinstate the Premises to the satisfaction of and prior to the handing back of the Premises to the Landlord at the expiry or termination of the tenancy.
18. Spaces shall be provided within the Premises to the satisfaction of the District Lands Officer for the parking, loading and unloading of vehicles ancillary to the use or uses permitted by the First Schedule of this Agreement.
19.
 - (a) No tree growing on the Premises or adjacent thereto shall be removed or interfered with without the prior written consent of the District Lands Officer who may, in granting consent, impose such conditions as to transplanting, compensatory landscaping or replanting as he may deem appropriate.
 - (b) The Tenant acknowledges that there is undergrowth existing within the Premises. Without prejudice to sub-clause (a) of this Special Condition and Special Condition No. 20 hereof, if and when required by the District Lands Officer, the Tenant shall at his own expense clear and remove any such undergrowth growing within the Premises or at and along the boundary of or the fence or fences erected or to be erected at the boundary of

the Premises and found to be protruding onto adjacent public pavements, footpaths or roads or Government land in all respects to the satisfaction of the District Lands Officer.

20. (a) The Tenant shall at his own expense keep and maintain all trees growing on the Premises at the time of signing/execution of this Agreement and trees planted during the existence of this tenancy in a healthy and safe condition to the satisfaction of the Landlord.
 - (b) Without prejudice to any other rights or powers of the Landlord contained in this Agreement, and the Tenant's liabilities under sub-clause (a) of this Special Condition, the Tenant shall permit the Landlord, his officers, contractors, workmen or agents at all reasonable times (except in emergency in respect of which the Landlord's decision shall be final and binding on the Tenant) to enter the Premises to inspect the conditions of the trees growing thereon, to give or leave on the Premises notice in writing to require the Tenant to immediately or within a time limit to be specified by the Landlord remove or prune any tree or trees considered to be unhealthy or dangerous (the decision of the Landlord on whether the tree or trees are unhealthy or dangerous shall be final and binding on the Tenant) or take such other action as required by the Landlord, and the Tenant shall remove or prune the tree or trees or take such other action as required by the Landlord within the time limit to the satisfaction of the Landlord.
 - (c) In the event of failure of the Tenant to comply with the notice mentioned in sub-clause (b) above, the Landlord may without prejudice to any other rights or powers of the Landlord contained in this Agreement carry out the tree removal or pruning works at the cost of the Tenant and the Tenant shall pay or repay to the Landlord or his duly authorized officer on demand the cost of such works.
21. The Tenant shall not form, surface, level or pave the Premises nor cut away, remove or set back any Government land adjacent to or adjoining the Premises or carry out any building up, filling in or any slope treatment works of any kind whatsoever on any Government land except with the prior written consent of the District Lands Officer who may, at his sole discretion, give his consent subject to such terms and conditions as he sees fit, including but not limited to the requirement for the Tenant to design, construct and maintain such drainage system including drains and channels within the Premises and on any adjacent or adjoining Government land in such manner as may be required by the District Lands Officer at his sole discretion and the grant of a tenancy of additional Government land as an extension to the Premises at such rent as he may determine.
22. (a) Where there is or has been any formation, surfacing, levelling, paving, cutting away, removal or setting back of any land, or any

building-up, filling-in or slope treatment works of any kind whatsoever, whether with or without the prior written consent of the District Lands Officer, either within the Premises or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the Premises or any part thereof or any other works required to be done by the Tenant under this Agreement, or for any other purpose, the Tenant shall at his own expense design, carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary or as may be required by the District Lands Officer at his sole discretion to protect and support such land within the Premises and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Tenant shall at all times during the term of the tenancy hereby granted maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and conditions to the satisfaction of the District Lands Officer.

- (b) Nothing in sub-clause (a) of this Special Condition shall prejudice the Landlord's rights under this Agreement, in particular Special Condition No. 21 hereof.
- (c) In the event that as a result of, arising out of, in connection with or incidental to any formation, levelling, development or other works done by the Tenant or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land, within the Premises or from any adjacent or adjoining Government or leased land, the Tenant shall at his own expense reinstate and make good the same to the satisfaction of the District Lands Officer and shall indemnify and keep indemnified the Landlord from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to such falling away, landslip or subsidence.
- (d) In addition to any other rights or remedies herein provided for breach of any of the terms and conditions of this Agreement, the District Lands Officer shall be entitled by notice in writing to call upon the Tenant to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, protection, drainage, ancillary or other works; or to reinstate and make good any falling away, landslip or subsidence, and if the Tenant shall neglect or fail to comply with the notice to the satisfaction of the District Lands Officer within the period specified therein, the District Lands Officer may forthwith execute and carry out any necessary works and the Tenant shall on demand repay to the Landlord the cost thereof, together with any

administrative or professional fees and charges.

23. The Tenant shall not carry out or permit any activity or works on the Premises which in the opinion of the District Lands Officer may adversely affect the stability of land and structures within or surrounding the Premises.
24. The Tenant shall at his own expense fence the Premises and thereafter maintain such fencing to the satisfaction of the District Lands Officer.
25. Consent to use temporary mains fresh water for flushing may be given by the Water Authority, provided that the Tenant shall be required to install plumbing suitable for the use of salt water and to accept salt water supply if available in future.
26. The Tenant shall not interfere with any existing drain, waterway or nullah within or adjoining the Premises or have any right to the water therein.
27. The Tenant shall at his own expense obtain all requisite licences and approvals from relevant Government departments in connection with the use and occupation of the Premises prior to the commencement of the Tenant's business and the Tenant shall maintain the same in force and in all respects comply with the terms and conditions thereof.
28. The Tenant shall within three calendar months from the date on which possession of the Premises or any part thereof is given and prior to the commencement of any operation on or use of the Premises or any part thereof at his own expense surface and pave the Premises to such levels, standards and with such materials all to the satisfaction of the District Lands Officer.
29. (a) In the event of spoil or debris from the Premises or from other areas affected by any development of the Premises being eroded and washed down onto public lanes or roads or into road-culverts, sewers, storm-water drains or nullahs, foreshore or seabed or other Government properties, the Tenant shall be held responsible and shall at his own expense remove the spoil and debris from and make good any damage done to the public lanes or roads or road-culverts, sewers, storm-water drains or nullahs, foreshore or seabed or other Government properties. The Tenant shall indemnify and keep indemnified the Landlord from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to any damage or nuisance to private property caused by such erosion and washing down.
- (b) Notwithstanding sub-clause (a) of this Special Condition the Landlord may (but is not obliged to), upon the written request of the Tenant and at the cost of the Tenant, remove the spoil and debris from and make good any damage done to the public lanes or roads or road culverts, sewers, storm-water drains or nullahs,

foreshore or seabed or other Government properties referred to in the said sub-clause (a).

30. No earth, debris, spoil of whatsoever nature, or building materials shall be dumped on any Government land.
31. (a) The Tenant shall at his own expense and to the satisfaction of the District Lands Officer make good any damage done to adjoining public roads including street furniture by the Tenant, his contractors or sub-contractors or his or their workmen or vehicles or by any spoil from the Premises.

(b) Notwithstanding sub-clause (a) of this Special Condition the Landlord may (but is not obliged to), upon the written request of the Tenant and at the cost of the Tenant, make good any damage done to the adjoining public roads including street furniture referred to in the said sub-clause (a).
32. No materials shall be dumped or stored, nor shall any work be carried out within the boundaries of a public road or way without the prior written consent of the District Lands Officer.
33. (a) Any damage or obstruction caused by the Tenant, his servants or agents to any nullah, sewer, storm-water drain or water main within or adjoining the Premises shall be made good by the Landlord at the cost of the Tenant, and the amount due in respect thereof shall be paid on demand to the Landlord by the Tenant.

(b) Notwithstanding sub-clause (a) of this Special Condition, the Tenant shall, at the request of the Landlord, make good such damage or obstruction as specified by the Landlord at his own expense and in all respects to the satisfaction of the Landlord.
34. (a) The Tenant shall within three calendar months from the commencement of the tenancy hereby created or such other extended period as may be approved by the District Lands Officer at the Tenant's own expense, in such manner with such materials and to such standards and design as the District Lands Officer shall approve and in all respects to the satisfaction of the District Lands Officer construct and thereafter maintain such drainage system including drains and channels, whether within the boundaries of the Premises or on any adjacent or adjoining Government land, to intercept and convey into the nearest stream-course, catchpit, channel or storm-water drain all water including storm-water or rain-water flowing from or falling or flowing on to the Premises, and the Tenant shall be solely liable for and shall indemnify and keep indemnified the Landlord from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to any injury loss damage disturbance or nuisance whatsoever caused by such water.

- (b) Without prejudice to sub-clause (a) hereof, the Tenant shall within three calendar months from the commencement of the tenancy hereby created or such other extended period as may be approved by the District Lands Officer at the Tenant's own expense, in such manner with such materials and to such standards and design as the District Lands Officer shall approve and in all respects to the satisfaction of the District Lands Officer construct and thereafter maintain the drains and channels along the boundaries of the Premises to prevent all water including storm-water or rain-water from overflowing onto the adjoining street or adjoining land and the Tenant shall be solely liable for and shall indemnify and keep indemnified the Landlord from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to any injury loss damage or nuisance whatsoever caused by such water.
 - (c) If the Tenant fails to fulfill the obligations under sub-clauses (a) and (b) of this Special Condition within the period stated therein, the District Lands Officer may (but is not obliged to) carry out the necessary works at the cost of the Tenant who shall pay to the Landlord on demand a sum equal to the cost thereof, such sum to be determined by the District Lands Officer whose determination shall be final and shall be binding upon the Tenant. For the purpose of carrying out the works aforesaid, the Landlord, its officers, agents, contractors, workmen or other duly authorized personnel shall have free and uninterrupted right at all reasonable times to enter into the Premises or any part thereof and any building or buildings erected or to be erected thereon. The Landlord, its officers, agents, contractors, workmen or other duly authorized personnel shall have no responsibility or liability in respect of any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Tenant or any other person arising whether directly or indirectly out of, in connection with or incidental to the exercise by it or them of the right of entry conferred under this sub-clause, and no claim shall be made against it or them by the Tenant in respect of any loss, damage, nuisance or disturbance.
35. The works of connecting any drains and sewers from the Premises to the Government storm-water drains and sewers, when laid and commissioned, may be carried out by the District Lands Officer who shall not be liable to the Tenant for any loss or damage thereby occasioned and the Tenant shall pay to the Landlord on demand the cost of such connection works. Alternatively, the said connection works may be constructed by the Tenant at his own expense to the satisfaction of the District Lands Officer and in such case any section of the said connection works which is constructed in Government land shall upon demand be handed over by the Tenant to the Landlord for future maintenance thereof at the expense of the Landlord and the Tenant shall pay to the Landlord

on demand the cost of the technical audit in respect of the said connection works.

36. Any foundations to be constructed near or adjoining any water main, sewer, storm-water drain or nullah within or adjoining the Premises shall comply with the requirements of the District Lands Officer.
37. The drainage of any building erected on the Premises shall be effected as may be required by the District Lands Officer, and the Tenant shall make all arrangements at his own expense and to the satisfaction of the District Lands Officer for the treatment and disposal of foul or contaminated water by the construction, operation and maintenance of suitable works either within the Premises or on Government land or otherwise and on such terms as the District Lands Officer shall require, and the Tenant shall be solely liable for any damage or nuisance caused thereby.
38. The Landlord does not undertake to provide facilities for flush drainage and gives no guarantee that such facilities will become available.
39.
 - (a) The Tenant shall take or cause to be taken all proper and adequate care, skill and precautions at all times and particularly during any construction, maintenance, renewal, repair, removal or reinstatement work, including that referred to in Special Condition No. 9 hereof, to avoid doing any damage to any Government or other drain, waterway or watercourse (including water main), road, footpath, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running on, upon, over, under or adjacent to the Premises or any part thereof (hereinafter collectively referred to as "the Works and Services").
 - (b) Before carrying out any of the works referred to in sub-clause (a) of this Special Condition, the Tenant shall make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of the Works and Services, and shall submit his proposals for dealing with the Works and Services in writing to the District Lands Officer for his approval. No such works shall be carried out until the District Lands Officer has given his written approval.
 - (c) The Tenant shall comply with and bear the sole cost of meeting any requirement imposed by the District Lands Officer in the approval referred to in sub-clause (b) of this Special Condition in respect of the Works and Services, including any necessary diversion, relaying, repairing, making good or reinstatement works.
 - (d) Except as provided in Special Condition No. 33 hereof, the Tenant shall at his own expense repair, make good and reinstate to the satisfaction of the District Lands Officer any damage or disturbance caused to the surface of the Premises or any part thereof or any of the Works and Services arising in any manner out of, in connection with or incidental to any construction, maintenance, renewal, diversion, relaying, making good, repair or reinstatement works referred to sub-clauses (a) and (c) of this

Special Condition.

- (e) If the Tenant fails to carry out any of the works referred to in sub-clauses (c) and (d) of this Special Condition to the satisfaction of the District Lands Officer, the District Lands Officer may (but is not obliged to) carry out any of such works as he considers necessary and the Tenant shall pay to the Landlord on demand the cost of such works.
40. Notwithstanding anything contained in this Agreement, the Landlord and his duly authorized officers, contractors, his or their workmen and any other persons authorized by him or them (hereinafter collectively referred to as “the Authorized Persons”) with or without tools, equipment, machinery or motor vehicles shall upon reasonable prior notice being given to the Tenant have the right of unrestricted ingress, egress and regress to, from and through the Premises free of costs for the purposes of carrying out site investigation works or site inspection which the Landlord may require or authorize. Save in respect of restoring and making good the Premises to the same condition prior to the carrying out of site investigation works or site inspection, the Landlord and the Authorized Persons, shall have no responsibility or liability in respect of any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Tenant or any other person arising whether directly or indirectly out of, in connection with or incidental to the exercise by the Landlord or the Authorized Persons of the right of unrestricted ingress, egress and regress and in the carrying out of the site investigation works or site inspection conferred under this Special Condition and no claim shall be made against the Landlord or the Authorized Persons by the Tenant in respect of any such loss, damage, nuisance or disturbance.
41. (a) The Tenant acknowledges that there is an unregistered retaining wall erected along part of the boundary of the Premises as shown and marked points A to B on the plan annexed hereto and the Tenant shall not demolish, alter or interfere with the said unregistered retaining wall. The Landlord will accept no responsibility or liability for any damage, nuisance or disturbance caused to or suffered by the Tenant by reason of the presence of the said unregistered retaining wall and no claim whatsoever shall be made against the Landlord by the Tenant in respect of any such loss, damage, nuisance or disturbance. The Tenant shall indemnify and keep indemnified the Landlord from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the presence of or subsequent demolition or removal of the said unregistered retaining wall.
- (b) Subject to sub-clause (c) of this Special Condition hereof, no structure or support for any structure other than boundary fences shall be erected within the Pink Hatched Black Area.

- (c) The Tenant acknowledges that there are some shelter structures or part thereof as are specified in the Second Schedule existing on the Pink Hatched Black Area (the said shelter structures or part thereof that is within the Pink Hatched Black Area is hereinafter referred to as “the Existing Shelter Structures”). Prior to the date specified in Clause 4(a) hereof, the Tenant shall at his own expense and in all respects to the satisfaction of the District Lands Officer demolish and remove the Existing Shelter Structures (the demolition and removal works are hereinafter referred to as “the Demolition and Removal Works”). The Landlord shall accept no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Tenant by reason of the use, presence or demolition and removal of the Existing Shelter Structures and the Tenant shall hereby indemnify and keep indemnified the Landlord from and against all liabilities, losses, damages, claims, expenses, costs, charges, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of, in connection with or incidental to the use, presence or subsequent demolition and removal of the Existing Shelter Structures. For the purpose of this sub-clause, the decision of the District Lands Officer as to what constitutes the “shelter structures” shall be final and binding on the Tenant.
42. Subject to Clause 2(c) and Special Condition Nos. 3, 4 and 41 hereof, the Tenant may provide at his own expense one portable chemical toilet within the Premises and arrange cleansing of such toilet on regular basis all to the satisfaction of the District Lands Officer.
43. The Tenant consents to the Landlord disclosing to any third party (whether individual, corporate body, members of the public or other organization), the date of this Agreement, the date of commencement of the tenancy, the term of tenancy, the amount of rent, the location, area, usage of the Premises and permitted structures thereon, and agrees that the consent shall survive the expiry or termination of this Agreement.

AS WITNESS WHEREOF the District Lands Officer, Tsuen Wan and Kwai Tsing 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 set his hand hereto/has executed this Agreement the day and year first above written.

.....
Signed by the Tenant

.....
Signed by the District Lands Officer,
Tsuen Wan and Kwai Tsing

in the presence of

in the presence of

.....

.....

OR

Civil Servant,
Lands Department

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

in the presence of

.....

OR

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

.....
Witness Name :

Address :

TECHNICAL SCHEDULE

1. The Tenant (as defined in this Agreement) shall within-
 - (i) 9 calendar months from the date of the commencement of the tenancy, or
 - (ii) 24 calendar months from the date of the commencement of the tenancy as may be approved by the Director of Environment Protection, in the event new structure(s) of 2 or more storeys for the purposes as permitted and specified in the First Schedule hereto to be erected on the Premises,

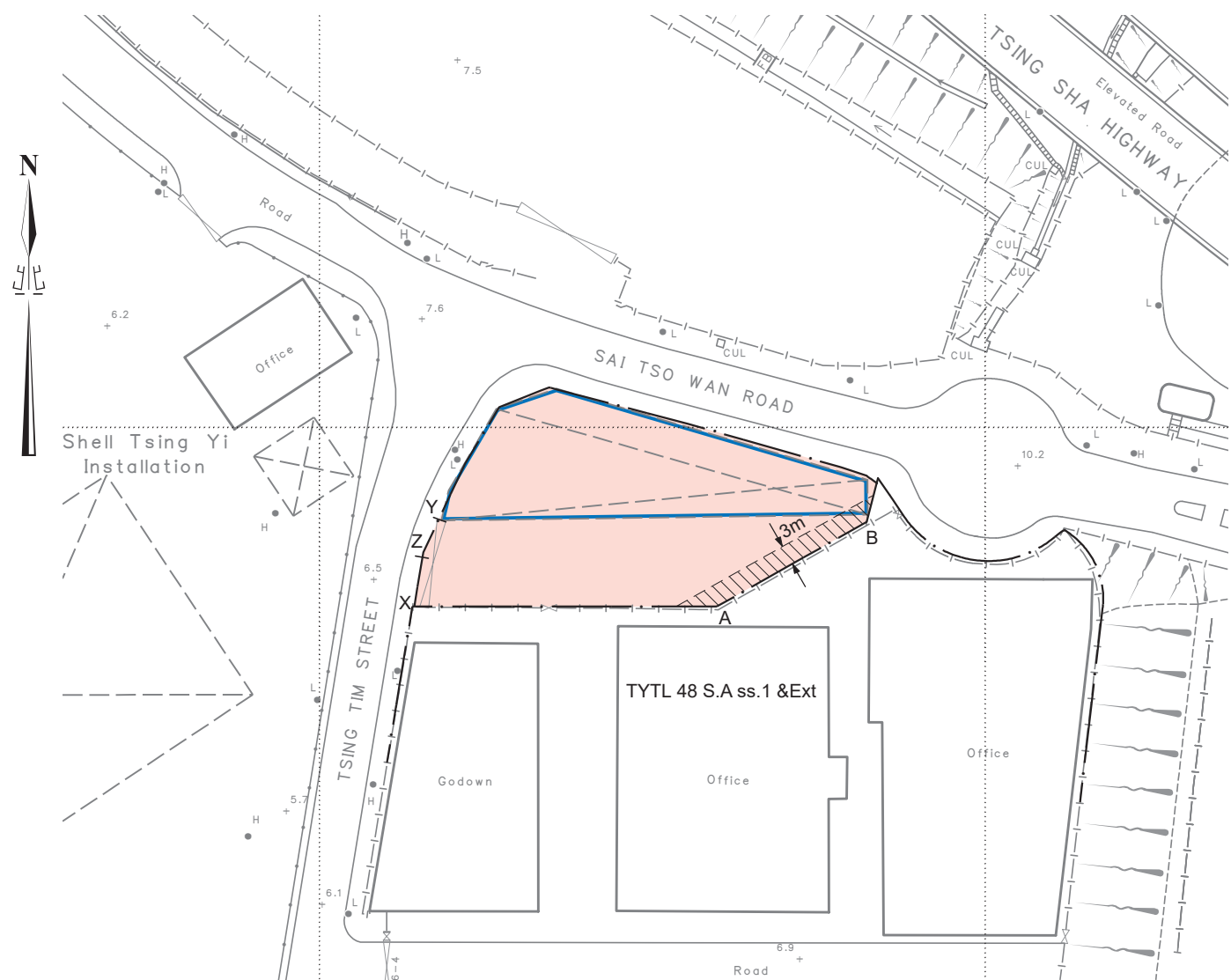
commence and thereafter continue to operate the Premises for the purposes specified in the First Schedule to this Agreement on a scale to the satisfaction of the Director of Environmental Protection, and conduct the operation in accordance with all Ordinances, any regulations made thereunder and any amending legislation and in all respects to the satisfaction of the Director of Environmental Protection.
2. For the purpose of this Agreement and this Technical Schedule, municipal solid waste means and includes household waste and trade waste arising from domestic, commercial and industrial premises but excluding construction waste, animal waste, and clinical waste and chemical waste. For the purposes of this Agreement and this Technical Schedule, the terms “household waste”, “trade waste”, “construction waste”, “animal waste”, “clinical waste” and “chemical waste” shall have the same meaning as these terms are defined in the Waste Disposal Ordinance (Cap. 354), any regulations made thereunder and any amending legislation. The expression “locally generated” means generated in Hong Kong.
3.
 - (i) The Tenant has to recover and recycle at least the following type of waste materials and satisfy the corresponding designed monthly throughput:
 - (a) Refrigerant: not less than 5 tonnes (all of which are locally generated).
 - (ii) The Tenant shall prove to the satisfaction of the Director of Environmental Protection, whenever required, the throughput of each type of waste materials in accordance with sub-clause (i) of this Condition.
4. Any waste material other than the Recyclable Waste Materials or which does not form part of the recovery and recycling or in connection with the reprocessing operation or is not the final product of such operation shall not be stored or deposited anywhere within the Premises. Other waste material shall be removed from the Premises and disposed of in the manner as may be approved by and to the satisfaction of the Director of Environmental Protection. The Tenant shall not permit any sewage, waste water or effluent containing sand, cement, silt, or any suspended or dissolved material to flow from the Premises onto any adjoining land or allow any waste matter which does not form part of the recovery and recycling or in connection with the reprocessing operation or is not part of the final product of such operation to be deposited anywhere within the Premises and shall have all such matter removed from the Premises or any building(s) or structure(s) to be erected thereon in a proper manner to the satisfaction of the Director of Environmental Protection. In the event of the non-fulfilment of the Tenant’s obligations under this paragraph, the Landlord may remove all such matter at the cost of the Tenant who shall pay to the Landlord on demand a sum equal to the cost thereof, such sum to be determined by the District Lands Officer (as defined in this Agreement) whose determination shall be final and binding upon the Tenant.

5. The Tenant shall submit a report certified by the Tenant in respect of the Recyclable Waste Materials handled at the Premises to the Director of Environmental Protection on a quarterly basis (every 3 calendar months) (hereinafter referred to as “the Quarterly Reports”). The Quarterly Reports may contain the following details:
 - (i) quantity of the different types of waste materials collected, processed or recycled each month during the reporting period;
 - (ii) sources (domestic, commercial or industrial sectors; local or overseas) from which the Recyclable Waste Materials are collected;
 - (iii) outlets for the Recyclable Waste Materials; and
 - (iv) upon the request of the Director of Environmental Protection, proof of the information in (i), (ii) and (iii) of this paragraph which may include certified transaction records, receipts and delivery notes, and such other documents as may be required by the Director of Environmental Protection.
6. The Tenant shall at all times permit delegated officers of the Director of Environmental Protection to enter the Premises during the term of the tenancy to obtain information on the recovery and recycling or in connection with the reprocessing operation carried out within the Premises from the Tenant. The information may be obtained in the form of verbal queries, questionnaires, pictures, photographs, video cassette tapes or by any other means as the delegated officers may deem appropriate.
7. The information provided by the Tenant in the Quarterly Reports or furnished on other occasions will be strictly used by the Environmental Protection Department and other concerned Government departments in connection with this Agreement and no consent shall be required from the Tenant.
8. In the event that the Tenant fails to comply with paragraphs 5 and 6 of this Technical Schedule, the District Lands Officer may upon notification by the Director of Environmental Protection terminate this Agreement on the grounds that there is no information available to validate that the Premises are being used for the specific purposes as stipulated in the First Schedule to this Agreement.
9. When either the data contained in the Quarterly Reports or the observations of the visit by officers from the Environmental Protection Department indicates in the opinion of the Director of Environmental Protection (whose opinion shall be final and binding on the Tenant) that the Tenant is not conducting a business in the recovery and recycling or in connection with the reprocessing of the Recyclable Waste Materials, the Tenant will be regarded as not using the Premises for the specific purposes as stipulated in the First Schedule to this Agreement, which will be a ground for the immediate termination of this Agreement.
10. This Agreement may be terminated immediately if the Tenant is found to have provided false information in Proforma 1 annexed to the Tender Notice during the tendering stage or in any of the Quarterly Reports.
11. For the avoidance of doubt, it is hereby agreed and declared that if this Agreement is terminated by the Landlord pursuant to paragraphs 8, 9, 10 or 16 of this Technical Schedule, the Tenant shall have no right to any compensation or other payment of any nature.
12. The Tenant shall apply for and obtain all the relevant licences related to compliance with all Ordinances, by-laws, regulations and rules for the time being in force in Hong Kong Special Administrative Region governing the control of any form of pollution or in

connection with the recovery, recycling and reprocessing operations within the Premises.

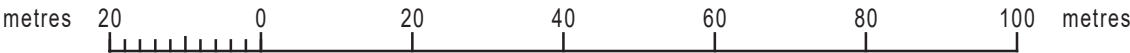
13. Except with the exemption under the Air Pollution Control Ordinance (Cap. 331) and any subsidiary regulations and any amending legislation, the Tenant shall not install or permit or suffer to be installed upon the Premises or any part thereof or any building(s) or structure(s) or part of any building(s) or structure(s) to be erected thereon any furnace, oven, chimney or flue or any other combustion equipment or use or permit or suffer to be used any fuel or any method or process of manufacture or treatment that might in any circumstance result in the discharge or emission of any pollutant or any noxious, harmful or corrosive matter, whether it be in the form of gas, smoke, liquid, solid or otherwise without the prior written approval of the Director of Environmental Protection. No alteration to the installation and method of manufacture shall be made without the prior written consent of the Director of Environmental Protection.
14. The Tenant shall take all necessary measures as may be required by and to the satisfaction of the Director of Environmental Protection to ensure that the operation of all plants and equipment, installed or used on the Premises or in any building(s) or structure(s) or any part of any building(s) or structure(s) to be erected thereon, will not cause any noise which disturbs or annoys the residents or occupiers or other noise sensitive receivers of any adjoining or neighbouring lot or lots of premises, or causes disturbance to the general public under the Noise Control Ordinance (Cap. 400), any regulations made thereunder and any amending legislation. The decision of the Director of Environmental Protection as to whether any such plants and equipment are causing disturbance or annoyance as aforesaid shall be final and binding on the Tenant.
15. In the event that the Tenant produces any discharge subject to the control under the Water Pollution Control Ordinance (Cap. 358), any regulations made thereunder and any amending legislation, the Tenant shall apply to the Director of Environmental Protection for a licence and comply with the terms and conditions stipulated in the aforesaid licence. Otherwise, the Tenant shall not be allowed to discharge directly or indirectly or cause or permit or suffer to be discharged into any public sewer, storm-water drain, channel, stream-course or sea any trade effluent or foul or contaminated water or cooling or hot water.
16. Any failure to comply with the terms and conditions in this Technical Schedule shall be deemed to be a breach of the terms and conditions of this Agreement and the Landlord shall be entitled to terminate this Agreement and re-enter the Premises in accordance with this Agreement.
17. If a tender is accepted, the proposals contained in its Proforma 1 annexed to the Tender Notice shall become binding on the Tenant and form part of this Agreement.

SHORT TERM TENANCY No. STTTK0181 KWAI TSING

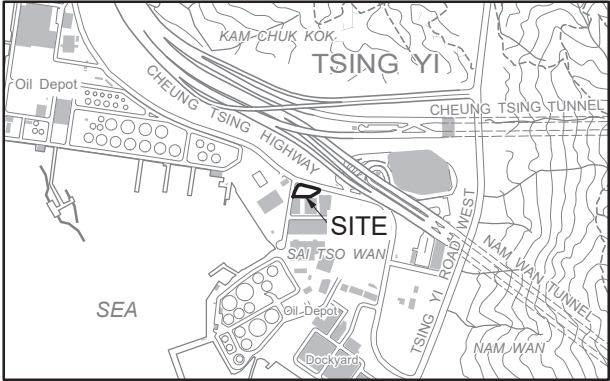


COLOURED PINK AND PINK HATCHED BLACK AREA 1 590 SQUARE METRES (ABOUT)

SCALE 1:1 000



LOCATION



SCALE 1:20 000

SPECIAL CONDITIONS REFER

PINK HATCHED BLACK

EDGED BLUE

POINTS A, B
X, Y, Z

FOR IDENTIFICATION PURPOSES ONLY

District Lands Office, Tsuen Wan and Kwai Tsing
Lands Department

Plan Prepared by District Survey Office, Tsuen Wan and Kwai Tsing

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File No.DLO/TWKT/KT STTTK0181, DSO/TW&KT-KT-W1466-P1

Survey Sheet No. 10-NE-9A

Layout Plan No. -----

Reference Plan No. -----

PLAN No. TKM26

DISTRICT LANDS OFFICE

TSUEN WAN AND KWAI TSING

LANDS DEPARTMENT



Signed by the Tenant

in the presence of

OR

Sealed with the Common Seal of
the Tenant and signed by

in the presence of

OR

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

Witness Name :

Address :

Signed by the District Lands Officer,
Tsuen Wan and Kwai Tsing

in the presence of

Civil Servant,
Lands Department

Dated this ____ day of ____ 20 ____

Dated, 20

TENANCY AGREEMENT

No. : Short Term Tenancy No. STTTK0181

Rent : \$

Term : Five years certain commencing on the
day of 20 and thereafter quarterly until
such time as this tenancy is determined.

Lands Department