



Invitation for Expression of Interest

Development of Tourism Node at Kai Tak

The Government of the Hong Kong  
Special Administrative Region

September 2015

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## 1 INTRODUCTION

### *Purpose*

- 1.1 The purpose of this invitation for expression of interest exercise (“EOI exercise”) is to invite market feedback, on a non-committal basis, on the development of the Tourism Node (“TN”) at Kai Tak.

### *Kai Tak Fantasy Project*

- 1.2 The Chief Executive first announced the Kai Tak Fantasy (“KTF”) project in his 2013 Policy Address. The project covers the former Kai Tak runway tip, the Kwun Tong Action Area (“KTAA”) and the water body in between, i.e. the Kwun Tong Typhoon Shelter (“KTTS”) (**Annex C1**). KTF is positioned as a recreational landmark for its excellent potential for developing into a world-class tourism, entertainment and leisure hub. The Government has solicited planning and design ideas through organising the KTF International Ideas Competition on Urban Planning and Design (“KTF Competition”), and intends to take forward the KTF project with reference to the winning scheme<sup>1</sup> (**Annex C2**) and other appropriate elements of the shortlisted entries<sup>2</sup> of the KTF Competition.

### *Tourism Node*

- 1.3 The TN is a major component of the KTF project. The early development of the TN Site would create better synergy with the existing Kai Tak Cruise Terminal (“KTCT”) (**Annex C1**), as well as the planned hotel and residential developments along the former airport runway. Through built-in flexibility in the land use mix, the Government is looking for creative and viable development proposals on the development and business ideas for the TN Site to make it an attractive and sustained hub.

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<sup>1</sup> Kai Tak 2.0: Healthy Lift-Off, the winning scheme of the KTF Competition, embraces green and sustainable ideas and translates a Healthy City concept in full by creating venues for tourism, recreation, culture, leisure, retail and commercial purposes.

<sup>2</sup> The shortlisted entries are available in the competition result of the Kai Tak Fantasy Competition on EKEO’s website at [http://www.ekeo.gov.hk/kaitakfantasy/en/exh\\_result.html](http://www.ekeo.gov.hk/kaitakfantasy/en/exh_result.html).

1.4 The approach for disposal of the TN Site is set out below:

1	<b>Any interested parties are invited to submit EOI with development proposal, business plan and organization information.</b>	2	With reference to the market feedback obtained in the EOI exercise, the Government will formulate the detailed development requirements for the land tender.	3	Invite submissions for the land tender of the TN Site.
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### ***EOI***

1.5 Any interested parties from both local and overseas are invited to respond to this EOI invitation by submitting an EOI using the reply form attached at **Annex A** and providing information in the EOI submission in accordance with the requirements set out in **Annex B** of this invitation document.

1.6 This EOI exercise will close at 5:00 pm on 8 December 2015 Hong Kong Time (GMT +8 hours).

1.7 The Government is drawing up the appropriate development requirements of the TN Site. Ideas and suggestions, especially on the development mix, the type and nature of the entertainment and leisure components of the TN Site and its sustained operation and management received through the EOI exercise may be used by the Government for reference purpose to determine the detailed development requirements for the future land tender. The Respondents to this EOI exercise have no claim whatsoever relating to any use, referral and/or adoption of the ideas and suggestions by the Government.

## **2 LAND DISPOSAL AND PROPOSED DEVELOPMENT REQUIREMENTS**

### ***Land Disposal Arrangement***

- 2.1 The Government is formulating the appropriate arrangements for the land tender of the TN Site. The Government will determine the land disposal arrangements in light of the feedback obtained from the market in the EOI exercise.
- 2.2 The lease term of the TN Site is intended to be 50 years. The land premium payable for the TN Site shall be paid by the party to whom the TN Site is granted, irrespective of whether it is registered under the laws of Hong Kong.
- 2.3 The purchaser/grantee of the TN Site will need to comply with a list of special requirements including but not limited to the requirements set out in paragraphs 2.4 to 2.8 and 3.1 to 3.8. These requirements will be subject to further amendments before finalisation.

### ***Land Use***

- 2.4 The TN Site shall primarily be used for tourism-related uses with commercial/office/hotel facilities (“Commercial Portion”) and entertainment and leisure facilities (“E&L Portion”). It would be prudent to leverage on the viability of the Commercial Portion to draw up a land use mix capable of generating sufficient revenue to sustain the operation and management of the TN development including the E&L Portion. The purchaser/grantee shall propose service pledges in the form of a service agreement including the operation and management and business plan for the TN development which is to be submitted in the land tender. In view of the nature of the TN development and the business arrangement, a requirement restricting alienation except as a whole will be imposed.

### ***Planning Permission***

- 2.5 The TN Site is zoned “Other Specified Uses” annotated “Tourism

Related Uses to Include Commercial, Hotel and Entertainment” on the Approved Kai Tak Outline Zoning Plan No. S/K22/4 (“OZP”). Any development within this zone will require planning permission from the Town Planning Board (“TPB”) under the Town Planning Ordinance (Cap. 131) in the form of a layout plan submission with supporting technical assessments. It is intended that the Government will issue a non-binding letter of intent to the prospective grantee who shall submit a planning application to and be responsible for securing the necessary planning permission from the TPB at his own cost within a specified period before an award of the land tender by the Government.

### ***Premium Offer***

- 2.6 Taking into account of the time required for tender invitation, tender assessment and the articulated time that may be required for obtaining the planning permission, the premium bid for the land tender of the TN Site will have to be kept open for about 15 months. No variation of the premium bid will be allowed. If a tenderer withdraws before a decision is made on the tender, without prejudice to any other rights of or remedies available to the Government, the Government will be entitled to forfeit any deposit paid by that tenderer.

### ***Date of Commencement of Operation***

- 2.7 The TN Site, including the E&L Portion, shall commence operation within a specified number of years (5 years tentatively) from the date of the land lease.

### ***Service Scope of the Entertainment and Leisure (E&L) Portion***

- 2.8 The E&L Portion shall provide sufficient attractive elements such that visitors, including both tourists and Hong Kong people, would find it a destination by itself and be able to be engaged in a range of activities. The design of the facilities in the E&L Portion should create different ambience and activity levels during the day and in the evening. The E&L Portion should include elements of community inclusion. The Respondents shall propose the strategy, portfolio and broad programme which may help to engage and promote the participation of different

community segments.

### ***Non-compliance***

- 2.9 For the purpose of ensuring full compliance with the lease conditions which may include the special requirements mentioned in paragraphs 2.4 to 2.8, the Government will be entitled to and may re-enter and take possession of the TN Site under the land lease in case of failure of the purchaser/grantee to comply with the lease conditions. The Government will also be entitled to terminate the service agreement as a result of any breach or non-compliance of any of the provisions of the service agreement. The lease of the TN Site and the service agreement will be coterminous with each other.

### ***Implementation***

- 2.10 The special requirements mentioned in paragraphs 2.4 to 2.8 will be set out in the terms and conditions in an appropriate instrument or instruments to be entered into between the Government and the purchaser/grantee.

### 3 DETAILS OF THE TN SITE

#### *Development Parameters and Requirements*

- 3.1 The TN Site has an area of about 5.93 hectares. According to the OZP (**Annex C3**), the development within the TN Site is subject to a maximum total gross floor area ("GFA") of 229,400 m<sup>2</sup> and a maximum building height ("BH") of 100mPD. There are provisions for application for minor relaxation of the stated GFA and BH restrictions, and also for relaxation of the BH restriction for a building incorporating a public observation gallery with design merits. A minimum building setback of 45m from the site boundary abutting the KTCT shall be provided (**Annex C3**). A relevant extract of the Notes and Explanatory Statement of the OZP is at **Annex C3**.
- 3.2 A public transport interchange ("PTI") with an area of about 5300 m<sup>2</sup> should be provided. In liaison with relevant Government departments, the Respondent should propose public vehicle parking spaces and bicycle rental spaces to support its development. The floor spaces for the PTI, public vehicle park<sup>3</sup> and covered bicycle rental spaces shall be included in the GFA calculation.
- 3.3 A public observation gallery should be incorporated into the development of the TN Site. The Respondent should also propose the incorporation of a cinema complex of a scale compatible with the proposal for the E&L Portion.
- 3.4 To enhance pedestrian connection, the purchaser/grantee shall provide, manage and maintain footbridge(s) or provisions in other forms which the Government reserves the right to determine, to connect the development of the TN Site direct with the KTCT and with the elevated landscaped deck above Shing Fung Road (Paragraph 3.8(g) refers). The locations of structural supports and connections would be specified by the Government for receiving future connection(s) from a possible Environmentally Friendly Linkage System ("EFLS") station/stop (Paragraph 3.8(f) refers). The design and technical details (e.g. the

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<sup>3</sup> The provision requirements of the PTI and public vehicle park, and their floor space, are subject to further study and agreement with the relevant Government departments.

connecting points and allowable loading) should be compatible and in harmony with the design of the KTCT and the TN.

### ***Land Use Mix***

- 3.5 In view of the objective of the TN Site and the intended revenue contribution of the Commercial Portion (paragraph 2.4), the split of the E&L Portion and the Commercial Portion is proposed at 40%: 55% with flexibility for variation within a range of  $\pm 5\%$ .

<b>Use</b>	<b>Proposed (%)</b>	<b>GFA (m<sup>2</sup>) (about)</b>
Entertainment and Leisure (including cinema complex)	40	91 760
Commercial (including retail, hotel, office and a public observation gallery)	55	126 170
Others <sup>4</sup>	5 <sup>5</sup>	11 470
<b>Total</b>	100	229 400

- 3.6 The purchaser/grantee shall propose a scheme compatible with the Healthy City theme of the winning scheme of the KTF Competition (paragraph 1.2) to give locals and visitors a healthy city life and leisure experience. Specifically, the facilities of the E&L Portion are intended to turn the TN Site into a vibrant attraction with unique ambience.

### ***Urban Design***

- 3.7 With reference to the winning scheme of the KTF Competition (paragraph 1.2) and the site context, the key urban design requirements are set out below. Unless otherwise specified, these requirements will be designed, constructed and maintained by the purchaser/grantee:

#### **Healthy City Concept**

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<sup>4</sup> Including transport facilities such as public transport interchange, possible Environmentally Friendly Linkage System (EFLS) station/stop, and public vehicle parking spaces. The estimated GFA is indicative and is subject to modification having regard to the detailed requirements stipulated by the relevant government departments.

<sup>5</sup> The estimated 5% may be subject to adjustment upon finalisation of the detailed requirements with the relevant government departments.

- (a) an overarching concept to create and sustain flexible, people and eco-friendly places for a healthy city life and leisure experience;

#### Green Building Design

- (b) a curving water channel with interesting edges to generally align with the minimum 45m setback from the boundary facing the KTCT. The water channel will be continued in the Runway Park to reach KTTS, subject to further study. The design should take into account the proposed EFLS station/stop to be located within the minimum 45m setback area (Paragraphs 3.8(f) refers);
- (c) green building design – the development shall achieve BEAM Plus certification with provisional Gold Rating or above through incorporation of sustainable and green building elements;

#### Greening Ratio

- (d) the greening ratio adopted for the Kai Tak Development <sup>6</sup>(“KTD”) shall apply to the TN Site such that, (i) not less than 30% of the area of the TN Site shall be planted with trees, shrubs or other plants; (ii) not less than 66% of the 30% area referred in (i) shall be provided at grade or at such location or level such that the greenery area shall be visible to pedestrians or the level is accessible by any person entering the lot; (iii) not less than 20% of the roof area of any buildings erected on the TN Site shall form part of the 30% area referred in (i) above;

#### Public Creatives Design

- (e) a place-branding concept using "Public Creatives" is advocated for all projects within KTD through creation of a visual identity using graphic images, colours, street furniture elements, activities, etc. to encourage a vibrant ambience and experience to the users. Information of Public Creatives is available at the KTD website <http://www.ktd.gov.hk/publiccreatives>; and

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<sup>6</sup> The KTD boundary is shown at Annex C7.



### Others

- (f) the urban design principles adopted in KTD<sup>7</sup>, including a podium-free design concept to enhance air ventilation and view corridor in the street environment should be observed. Car parking facilities are encouraged to be provided at basement levels.

### ***The Surrounding Developments***

- 3.8 The existing and committed developments at the runway tip should be taken into account.

### Land Use and Design

- (a) adjoining the northeastern corner of the TN Site are an existing sewage pumping station and an electricity substation which will remain in situ (**Annex C3-1**). The purchaser/grantee should implement a creative solution to ensure that the presence and continued operation of these facilities would not undermine the attractiveness and usage of the TN Site;
- (b) the design and operation of the KTCT and the pedestrian connections to it (**Annex C4**);
- (c) the design and operation of the Runway Park (Phase 1) and the interfacing relation and connection to it (**Annex C5**);
- (d) along the former runway are sites designated for residential and hotel developments. The TN development should be compatible with its neighbouring uses;

### Access

- (e) there is opportunity to use the ex-fireboat landing steps at the runway tip for marine access to the TN Site (**Annex C6**). Improvements to

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<sup>7</sup> The urban design and landscape framework is set out in paragraph 7.2 of the Explanatory Statement of the Kai Tak Outline Zoning Plan.

the landing steps and a footpath leading to the landing steps are targeted for completion in 2016;

- (f) a proposed EFLS is being studied to enhance the connectivity of the KTD and the Kwun Tong and Kowloon Bay Business Areas. A possible EFLS station/stop is planned at the minimum 45m-wide setback area (see paragraph 3.1) of the TN Site (**Annex C7**). Such station/stop is accountable for GFA calculation. The interfacing issues with their development should be fully taken into account;
- (g) the district distributor Road D3 (landscape deck section)<sup>8</sup> linking the developments along runway tip is programmed for substantial completion by 2019. It is in dual-two lane configuration with an elevated landscaped deck above the road for pedestrians. A dedicated underpass providing a direct access for private vehicles to the TN Site at basement level will be provided (**Annex C8**);
- (h) a comprehensive cycle track network in the KTD area will route through the runway tip (**Annex C9**). Specifically, the TN Site will be served by the cycle track along the waterfront and Runway Park. The interfacing issues with their development should be fully taken into account;

#### Others

- (i) the positions of fresh air intakes of the central air-conditioning system for the TN Site shall be located below 40m above ground;
- (j) permanent structures shall not be placed on top of the underground drainage reserve and box culvert of the TN Site (**Annex C10**); and
- (k) the TN development shall not affect the underground distribution pipes and/or plant facilities of the district cooling system of the KTD (**Annex C11**).

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<sup>8</sup> Please refer to Public Works Sub-Committee of Finance Committee of the Legislative Council paper No. PWSC(2015-16)26 (<http://www.legco.gov.hk/yr14-15/english/fc/pwsc/papers/p15-26e.pdf>) for details.

#### **4 INSTRUCTIONS TO THE RESPONDENTS**

- 4.1 This EOI exercise is not a pre-qualification exercise to shortlist or to pre-qualify any parties for any future exercise for the disposal of the TN Site. Any party who does not submit an EOI will not be barred from taking part, or prejudiced against, in any subsequent exercise for the disposal of the TN Site.
- 4.2 This invitation document and any related representations, clarifications and briefings do not create any legal obligation on the Government, and the Government is not obliged to proceed with the development of the TN Site. Nothing in this invitation document constitutes any commitment by the Government to any Respondent in respect of any EOI which may be submitted, nor does it guarantee that private sector participation will be sought in any manner or form.
- 4.3 Save that the Government shall have the right to use and disclose whenever it considers appropriate the ideas and suggestions of the Respondent as contained in and/or submitted with the EOI for the purpose of determining the requirements of the tender of the TN Site and all purposes incidental thereto (the “Purposes”), the Government will take all reasonable steps to avoid disclosing confidential information provided to it by a Respondent in its submission. All non-public financial and corporate information received and expressly marked and specifically identified as confidential will be treated in this way. For the avoidance of doubt, this provision shall not restrict:
- (a) the disclosure of information to any person for the purpose of considering or exploring the feasibility of or developing the Respondent’s EOI;
  - (b) the disclosure of information to any person in the Government’s use or exercise of any Intellectual Property Rights granted by the Respondent to the Government;
  - (c) the disclosure of information already known to the Government other than as a result of disclosure by the Government;

- (d) the disclosure of information that is or becomes public knowledge;
- (e) the disclosure of information that is rightfully in the Government's possession prior to the date of the Respondent's submission of the EOI;
- (f) the disclosure of any information in circumstances where such disclosure is required pursuant to any law or order of a court of competent jurisdiction or is required by any recognised stock exchange or government or other regulatory body; and
- (g) the disclosure of any information with the prior consent of the Respondent.

### ***Submission of EOI***

- 4.4 The EOI is required to be submitted in English using the reply form at **Annex A**. Each Respondent should provide information in the EOI submission in accordance with the requirements set out in **Annex B** of this invitation document. Each Respondent is required to return the signed licence at **Annex D** ("Licence") together with the EOI submission.
- 4.5 This EOI exercise will close at 5:00 pm, 8 December 2015 Hong Kong Time (the "Closing Date") or such later date as the Government may decide. Each Respondent shall submit the EOI in paper format with one original marked as "ORIGINAL" on the front cover and 10 copies of the EOI together with an electronic copy on a CD-R in both Microsoft Word (.doc) and Adobe Acrobat (.pdf) formats. The EOI, in both paper and electronic formats, shall be contained in one single package marked "CONFIDENTIAL – Expression of Interest for Development of Tourism Node at Kai Tak" and submitted to the following address:  
  
Head of Energizing Kowloon East Office  
Energizing Kowloon East Office  
122 Hoi Bun Road, Kwun Tong  
Kowloon, Hong Kong
- 4.6 In case a black rainstorm warning signal or a typhoon signal No. 8 or

above is in force for any duration between 9:00 am and 12:00 noon on the Closing Date or an announcement is made by the Hong Kong Observatory that such signal will be in force between the above hours and such announcement remains in force up to 9:00 am on the Closing Date, the Closing Date shall be extended to 12:00 noon on the immediately following working day (Saturday excluded) on which no such signal is in force for any duration between 9:00 am and 12:00 noon.

- 4.7 There are no restrictions for a Respondent to make multiple submissions. Respondents can submit EOI as an individual party and/or as a consortium.

### ***Supplementary Information***

- 4.8 A briefing session will be organised to prospective Respondents. The briefing session will be held on 26 October 2015 (3:00 to 4:30 pm). Interested parties are requested to fill in the reply form at **Annex E** and return the reply form to [ekao@devb.gov.hk](mailto:ekao@devb.gov.hk) by 19 October 2015.
- 4.9 Some aspect of this invitation document may require clarification, amplification or correction after issue. The Government reserves the right, without prior consultation or notice, to modify, amend or revise any provision of this invitation document and to issue addenda and/or amendments to such effect at any time. Any addenda, amendments and/or written communications in relation to this invitation document will be posted on the website of the Energizing Kowloon East Office ("Website"). Respondents are advised to check the Website regularly. The Website is not a guaranteed secure site and no representation, warranty or undertaking is given by the Government as to the accuracy and completeness of the information so posted.
- 4.10 Any enquiry and request for clarification or additional information should be emailed to [ekao@devb.gov.hk](mailto:ekao@devb.gov.hk) before 17 November 2015. While the Government will make all attempts to share relevant information and data, it will not be under any obligation to respond to any request for clarifications or additional information. All enquiries and requests, together with the Government's responses or clarifications, will be posted on the Website, without disclosing the identity of the senders.

## 5 INTELLECTUAL PROPERTY RIGHTS

- 5.1 Each EOI submitted by a Respondent shall be the original work of the Respondent and shall not contain any materials infringing any Intellectual Property Rights of any person. The Respondent shall indemnify and keep the Government, its authorised users, assigns and successors-in-title fully and effectively indemnified against all costs, claims, demands, expenses, losses and liabilities of whatsoever nature arising from or incurred by reason of any such infringement or alleged infringement.
- 5.2 In submitting an EOI, the Respondent shall be deemed to have granted to the Government, its authorised users, assigns and successors-in-title a freely transferable, royalty-free, irrevocable, exclusive, perpetual, worldwide and sub-licensable licence to use, adapt and modify the work comprised in the EOI and all ideas and expressions of ideas and proposals submitted and all Intellectual Property Rights subsisting in the work comprised in the EOI (including the ideas and proposals) for the Purposes. The Respondent shall, if required by the Government, do all things and execute all instruments or documents for the purpose of giving full effect to the Licence. The Respondent shall sign the Licence at **Annex D** and return the signed Licence to the Government together with the EOI submission. For the purpose of the Licence at Annex D, the Government agrees that it will upon demand made by a Respondent pay HK\$1 (as referred to in Clause 3 of the Licence) to the Respondent (for itself and other signatories of the Licence). Failure to return the signed Licence will render the EOI not being considered at all by the Government.
- 5.3 All Intellectual Property Rights which may subsist in the alterations or modifications developed by the Government in respect of the Respondents' submissions in the EOI shall be the sole and exclusive property of the Government and shall be and remain vested in the Government immediately upon creation.
- 5.4 The Respondent shall irrevocably waive, and undertake to procure all authors to irrevocably waive, all moral rights in its EOI (whether past, present or future). The waiver shall operate in favour of the

Government, its authorised users, assigns and successors-in-title and shall take effect from the date of the submission of its EOI.

- 5.5 The Government, its authorised users, assigns and successors-in-title shall be entitled to, without any further reference to any Respondent or third party, disclose or make copies of any or all of the EOIs for the purpose of considering the development of the TN Site, and to keep such copies for record purposes.

## **6 DISCLAIMER**

- 6.1 Whilst the information in this invitation document has been prepared in good faith, the Government does not claim that such information is comprehensive or has been independently verified. Neither the Government, nor any of its officers, agents, or advisors, accepts any liability or responsibility, as to, or in relation to, the adequacy, accuracy or completeness of the information contained in this invitation document or any other written or oral information, which is, has been or will be provided or made available to any Respondent; nor do they make any representation, statement or warranty, express or implied, with respect to such information or to the information on which this invitation document is based. Any liability in respect of any such information or inaccuracy in or omission from the invitation document is expressly disclaimed. In particular, no representation or warranty is given as to the level of utilisation of the TN Site, and as to whether any development, facilities, amenities, services or uses will be constructed or provided, or whether any surveys, projections, estimates, prospects or returns contained or referred to in this invitation document are reasonable, accurate, correct, complete, valid or can be relied on. Nothing in this invitation document nor in any other written or oral information which is, has been or will be provided or made available to any Respondent shall be relied on as a representation, statement or warranty as to the intentions, policy or action in future of the Government, its officers or agents. Each Respondent is required to independently ascertain and certify the accuracy, correctness, completeness or validity of all information in this invitation document. The Government is not obliged to inform the Respondent of any update or change of any information in this invitation document made or that comes to its knowledge after the issue of this invitation document.
- 6.2 The submission of an EOI by a Respondent shall be taken to be an acceptance by the Respondent of the terms of this invitation document (including the Licence).
- 6.3 This EOI exercise is for seeking ideas and suggestions only. (Paragraph 1.7 refers) Neither this invitation document nor the EOI exercise constitutes an offer nor does any of them constitute the basis of any



contract which may be concluded in relation to the development of the TN Site.

- 6.4 This invitation document is not intended to provide the basis of any investment decision and shall not be considered as a recommendation by the Government or any of its officers, agents or advisors to any Respondent to submit an EOI or other suggestions.
- 6.5 The Respondent shall not construe the contents of this invitation document, or any other communication by or on behalf of the Government or any of its officers, agents or advisors, as financial, legal, tax or other advice. Each Respondent shall conduct its own due diligence and consult its own professional advisors as to financial, legal, tax or other matters concerning any proposed participation in the development of the TN Site.
- 6.6 Each Respondent shall be solely responsible for the fees, costs, expenses, liabilities, losses and damage suffered or incurred in preparing and submitting the EOI, or subsequent responses or initiatives on the part of the Respondent. The Government will under no circumstances be liable to the Respondent for any such fees, costs, expenses, liabilities, losses or damage whatsoever arising out of or in connection with the EOI exercise.
- 6.7 Each Respondent shall make its own independent assessment of the information contained in this invitation document after making such investigation and taking such professional and other advice as may be prudent in order to assess the risks and benefits and to prepare the EOI.
- 6.8 Should the Government proceed with the development of the TN Site beyond this EOI invitation stage, the Government may conduct an open tender exercise or adopt any other procurement strategy as the Government sees fit to develop the TN Site.

## **Glossary of Terms**

Terms and expressions used in this invitation document shall, unless the context requires otherwise, have the meanings ascribed to them in this Glossary

“EOI”	means the Expression of Interest, i.e. the document lodged in response to this invitation document containing the proposals sought in this invitation document.
“EOI invitation” or “invitation document”	means this document inviting Respondents to express their ideas and interests towards the development of the TN Site.
“Government”	means the Government of the Hong Kong Special Administrative Region.
“Hong Kong”	means the Hong Kong Special Administrative Region.
“Intellectual Property Rights”	means patents, trade marks, service marks, trade names, design rights, copyright, domain names, database rights, rights in know-how, new inventions, designs or processes and other intellectual property rights whether now known or created in future (of whatever nature and wherever arising) and in each case whether registered or unregistered and including applications for the grant of any such rights.
“Respondent”	means any individual party or multiple parties submitting an EOI in response to this EOI invitation.
“TN Site”	means the area of land identified for the development of the TN at Kai Tak as shown in Annexes C1 and C3-1

**Annex A                      Reply Form (EOI Submission)**

Head of Energizing Kowloon East Office  
Energizing Kowloon East Office  
122 Hoi Bun Road, Kwun Tong, Kowloon, Hong Kong

Date: \_\_\_\_\_

**Expression of Interest for Development of Tourism Node at Kai Tak**

We, \_\_\_\_\_ [Name of Respondent], have read and fully understood the invitation document in relation to the captioned matter. We hereby express our interest in considering the opportunity to undertake development at the Tourism Node site.

We submit herewith all the required information.

We understand and agree that the Government reserves the right to change the contents of the invitation document.

The information of our company/ organisation is set out below:

COMPANY/ORGANISATION NAME : \_\_\_\_\_

ADDRESS :  
\_\_\_\_\_

AUTHORISED SIGNATURE :  
(on behalf of the above  
company/organisation) \_\_\_\_\_

NAME and CAPACITY : \_\_\_\_\_

TELEPHONE : \_\_\_\_\_

FACSIMILE : \_\_\_\_\_

E-MAIL : \_\_\_\_\_

## **Annex B                      Information to be included in the EOI**

This section outlines the information to be submitted by a Respondent in an EOI.

### **Expression of Interest**

The Reply Form at **Annex A** to the invitation document shall be duly completed and included in the EOI to confirm the Respondent's interest in considering the opportunity to undertake the development of the TN Site.

### **Section I: Particulars of the Respondent**

#### **(i) Identification of the Respondent:**

- (a) name of the organisation;
- (b) local contact address in Hong Kong, if applicable;
- (c) website URL and stock symbol (including the listing exchange, if public); and
- (d) details of key contact person (name, title, mailing address, telephone number and email address).

#### **(ii) Information of the Respondent:**

##### *Organisation*

- (a) details of the Respondent, whether it is a company or a consortium, including its corporate structure and the percentage shareholding of each company;
- (b) brief description of the history and business of the Respondent;
- (c) details of the directors, intermediate and ultimate holding company or beneficial owner, and government or state ownership of the Respondent;

##### *Relevant Experience*

- (d) details of its business experience in Hong Kong and/or outside of Hong Kong, if any;

- (e) description of its experience and expertise in providing and operating tourism, entertainment and leisure facilities, specifying the location and type of development and website or other illustrative materials depicting such projects. If not managed by the Respondent, details of operators should be included; and
- (f) potential partnership with industry players and relevant organisational information of such potential partner(s).

## **Section II: Proposed Development of TN Site**

Details of the points from (i) to (vi) in this section shall not exceed 5 pages for each point, using Arial font-type with minimum size of 12. The Respondent can attach additional details as Annexes to Section II.

- (i) **Summary of the Proposed TN Development:** A brief statement that summarises the Respondent's development proposal and intended investment, management and operation strategy for the TN Site, together with the information required in points (ii) to (vi) of this section;
- (ii) **Type, Nature and Scope of Uses/Facilities to be Provided:** A clear description of the land use mix and facilities to be provided including, but not limited to:
  - (a) ratio of the Entertainment and Leisure (E&L) Portion and the Commercial Portion in GFA;
  - (b) the theme/nature of the E&L Portion;
  - (c) type of facilities in and the GFA of each of the land use elements for both the E&L Portion and Commercial Portion (including number of hotel rooms);
  - (d) preliminary layout;
  - (e) events and activities to be hosted in the TN (regular, festive and special); and
- (iii) **Compliance with Service Requirements:** The proposed arrangements for satisfying service requirements<sup>9</sup> of the E&L Portion including the strategy, portfolio and broad programme of the E&L Portion to make it sufficiently attractive to both tourists and Hong Kong people.

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<sup>9</sup> It refers to paragraph 2.8 of the invitation document.

**(iv) Commercial Overview of the Plan:**

A brief statement describing the commercial arrangements for the development of the TN Site:

- (a) nature and source of investments required for the design, construction, operation and maintenance of the TN Site;
- (b) target market and customers for the Commercial Portion and E&L Portion;
- (c) intended operation mode of various facilities of the Commercial Portion and E&L Portion (e.g. self-operated, joint venture or out-sourced);
- (d) operating and management strategy of the E&L Portion together with benchmarking example(s) of E&L facilities;
- (e) proposed allocation of profits (e.g. profits distributed to shareholders or directed to the improvement of the TN Site including the E&L Portion);

Fill out Tables 1 to 3 in this annex which summarise Respondent's development proposal with respect to the information required in points (f) to (h):

- (f) estimated construction cost of the TN Site;
- (g) estimated operating revenue, operational and maintenance expenses of the Commercial Portion and the E&L Portion over the next 10 years and expected growth rates after the 10<sup>th</sup> year of operation; and
- (h) projected annual patronage for the E&L Portion over the next 10 years and expected growth rates after the 10<sup>th</sup> year of operation.

**(v) Implementation Timeframe and Phasing:** the development timeframe upon taking possession of the TN Site, and in the case of development by phases, the types/nature and scope of uses/facilities to be provided in each phase.

**(vi) Other Feedback and Comments:** Any key issues and concerns of the Respondent, any "deal breakers" that concern/challenge the Respondent, and any factors that may affect the interest of the Respondent including the land disposal arrangement such as the requirement on ownership,

premium offer, service agreement and non-compliance.

### Additional information

Any additional information to supplement the details provided in Section II of the EOI shall be included as appendices to Section II.

### Format of Tables

**Table 1 Estimated Construction Cost (as at 2015 price)**

Use	GFA (m <sup>2</sup> )	Construction Cost (\$ Million)
<b>Commercial Portion</b>		
Office	m <sup>2</sup>	
Hotel (GFA) (no. of rooms)	m <sup>2</sup> rooms	
Retail	m <sup>2</sup>	
Other commercial use (please specify)	m <sup>2</sup>	
<b>E&amp;L Portion</b>		
(please specify each land use elements)	m <sup>2</sup>	
<b>Others</b>		
Public Facilities	m <sup>2</sup>	
Total	229,400m <sup>2</sup>	

**Table 2 Estimated Operating Revenue and Operational and Maintenance Expenses (as at 2015 price)**

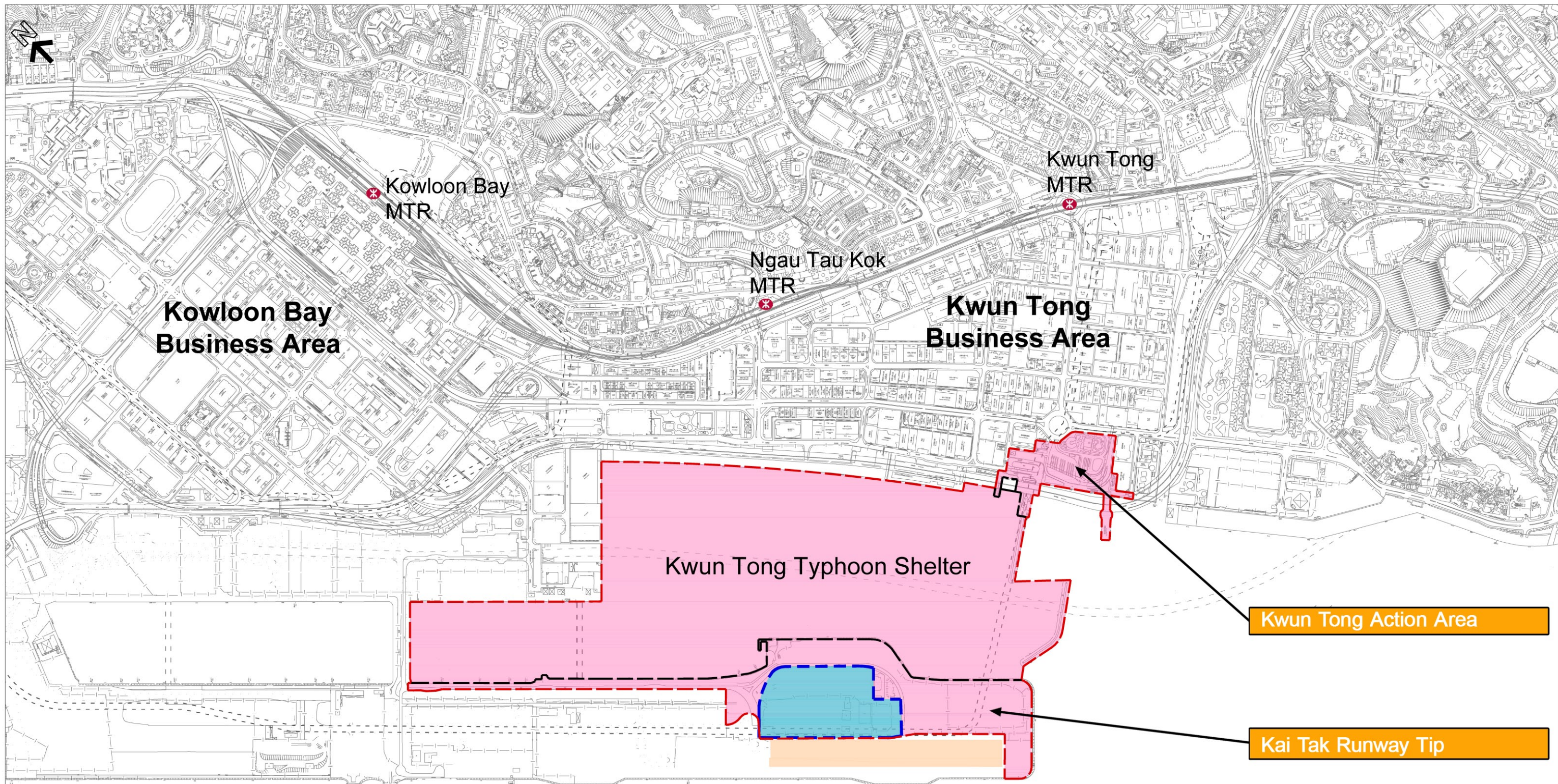
Year of Operation	Operating Revenue (before tax) (\$ Million)						Operational and Maintenance Expenses (\$ Million)					
	Commercial Portion				E&L Portion		Commercial Portion				E&L Portion	
	Office	Hotel	Retail	Others	Fare	Non-Fare	Office	Hotel	Retail	Others	Fare	Non-Fare
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
Growth Rate (% per annum) after 10 <sup>th</sup> year												



**Table 3 Projected Annual Patronage and Growth Rates for the E&L Portion**

Year of Operation	Projected Annual Patronage for the E&L Portion (number of visitors)
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
Growth Rate (% per annum) after 10 <sup>th</sup> year	





**LEGEND**

Kai Tak Fantasy Project Area

Tourism Node

Kai Tak Cruise Terminal Building

Reference

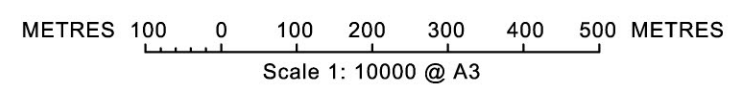
## Kai Tak Fantasy Project Area

Energizing Kowloon East Office

**Annex C1**

Development Bureau

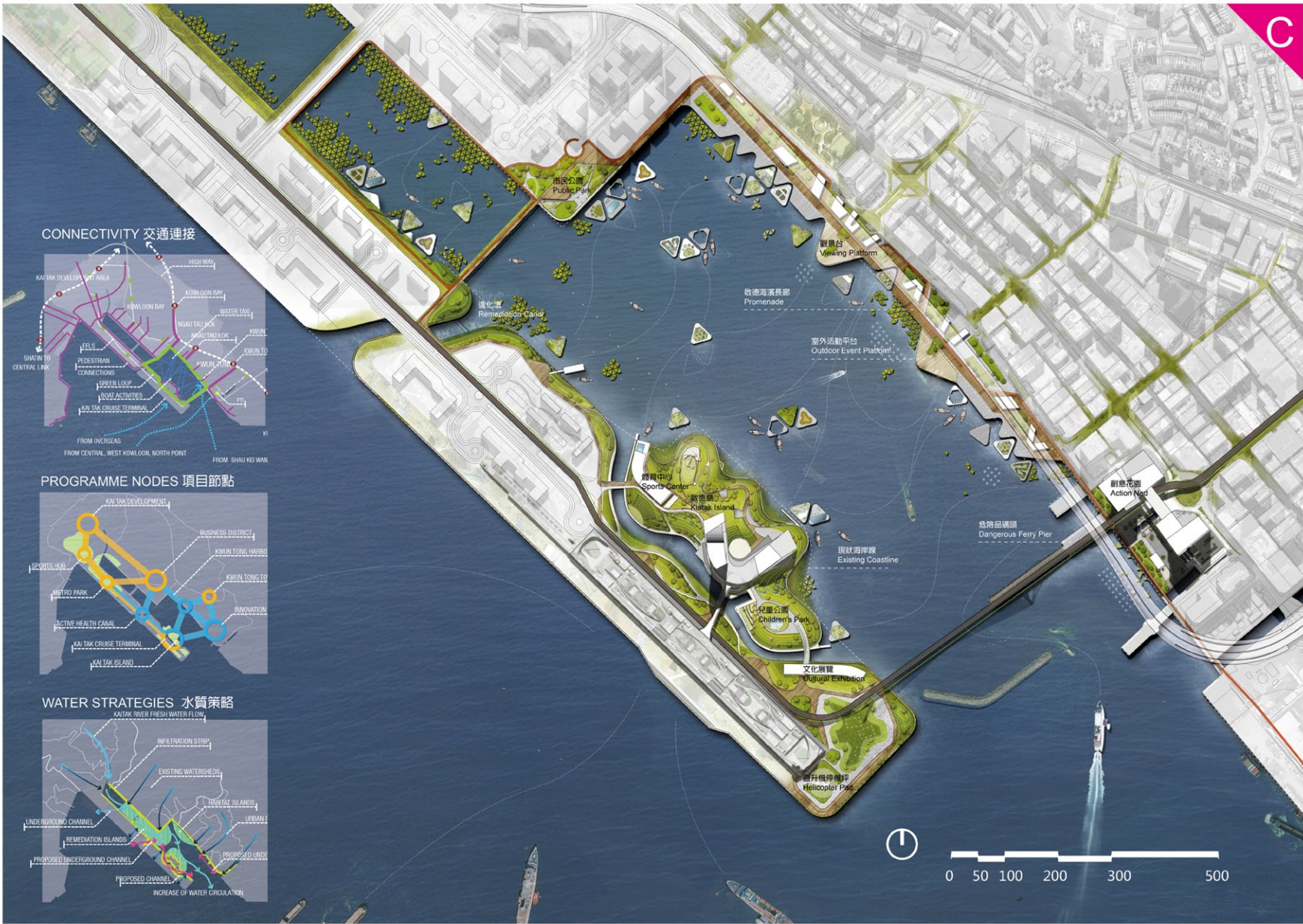
Date : 13/07/2015







Kai Tak 2.0 : Healthy Lift-off



Design Details of the Winning Entry

Reference	Winning Entry of Kai Tak Fantasy International Ideas Competition	Energizing Kowloon East Office	Annex C2
Date : 13/07/2015		Development Bureau	





OTHER SPECIFIED USES (Cont'd)

Column 1 Uses always permitted	Column 2 Uses that may be permitted with or without conditions on application to the Town Planning Board
<u>For "Tourism Related Uses to include Commercial, Hotel and Entertainment" only</u>	
	Broadcasting, Television and/or Film Studio Commercial Bathhouse/Massage Establishment Eating Place Educational Institution Exhibition or Convention Hall Flat (Staff Quarters only) Government Refuse Collection Point Government Use Hotel Library Market Off-course Betting Centre Office Petrol Filling Station Place of Entertainment Place of Recreation, Sports or Culture Private Club Public Clinic Public Vehicle Park (excluding container vehicle) Public Convenience Public Transport Terminus or Station Public Utility Installation Railway Vent Shaft and/or Other Structure above Ground Level other than Entrances Religious Institution School Shop and Services Showroom Social Welfare Facility Utility Installation for Private Project

Planning Intention

This zone is intended primarily for the provision of tourism-related use with commercial, hotel and entertainment facilities as well as a public observation gallery.

(Please see next page)

OTHER SPECIFIED USES (Cont'd)

For "Tourism Related Uses to include Commercial, Hotel and Entertainment" only (Cont'd)

Remarks

- (1) An applicant for planning permission for development or use on land designated "Other Specified Uses" annotated "Tourism Related Uses to include Commercial, Hotel and Entertainment" shall prepare a layout plan and any other documents showing the following information for consideration of the Town Planning Board:
- (i) the area of the proposed land uses, the nature, position, dimensions, and heights of all buildings to be erected in the area;
  - (ii) the proposed total site area and gross floor area for various uses, total number of flats and flat size, where applicable;
  - (iii) the details and extent of Government, institution or community (GIC) and recreational facilities, public transport and parking facilities, open space and public observation gallery to be provided within the area;
  - (iv) the alignment, widths and levels of any roads proposed to be constructed within the area;
  - (v) the landscape and urban design proposals within the area;
  - (vi) programmes of development in detail;
  - (vii) an environmental assessment report, including but not limiting to a visual impact assessment and air ventilation assessment, to examine any possible environmental, visual and air ventilation problems that may be caused to or by the proposed development during and after construction and the proposed mitigation measures to tackle them;
  - (viii) a drainage and sewerage impact assessment report to examine any possible drainage and sewerage problems that may be caused by the proposed development and the proposed mitigation measures to tackle them;
  - (ix) a traffic impact assessment report to examine any possible traffic impacts that may be caused by the proposed development and the proposed mitigation measures to tackle them; and
  - (x) such other information as may be required by the Town Planning Board.

(Please see next page)

OTHER SPECIFIED USES (Cont'd)

For "Tourism Related Uses to include Commercial, Hotel and Entertainment" only (Cont'd)

Remarks (Cont'd)

- (2) No new development, or addition, alteration and/or modification to or redevelopment of an existing building shall result in a total development and/or redevelopment in excess of the maximum total gross floor area of 229,400m<sup>2</sup> and the maximum building height in terms of metres above Principal Datum as stipulated on the Plan.
- (3) Notwithstanding paragraph (2) above, a building or structure with a public observation gallery exceeding the maximum building height restriction as stipulated on the Plan may be considered by the Town Planning Board on application under section 16 of the Town Planning Ordinance.
- (4) In determining the maximum gross floor area for the purposes of paragraph (2) above, any floor space that is constructed or intended for use solely as car park, loading/unloading bay, plant room and caretaker's office, provided such uses are ancillary and directly related to the development or redevelopment, or any floor space that is constructed or intended for use solely as railway station or Government uses, as required by the Government, may be disregarded.
- (5) In determining the maximum gross floor area for the purposes of paragraph (2) above, any floor space that is constructed or intended for use solely as public transport facilities as required by the Government shall be included for calculation.
- (6) Based on the individual merits of a development or redevelopment proposal, minor relaxation of the gross floor area and building height restrictions stated in paragraph (2) above may be considered by the Town Planning Board on application under section 16 of the Town Planning Ordinance.
- (7) A minimum building setback of 45m from the zoning boundary abutting the "OU" annotated "Cruise Terminal to include Commercial Development and Landscaped Deck Above" zone shall be provided.
- (8) Under exceptional circumstances, for a development or redevelopment proposal, minor relaxation of the building setback restriction as stated in paragraph (7) above may be considered by the Town Planning Board on application under section 16 of the Town Planning Ordinance.

(Please see next page)



walkway. The implementation of the site will be subject to further study.

- 9.8.3 A site with an area of 7.73 ha at the end of former runway tip is designated "OU" annotated "Cruise Terminal to include Commercial Development with Landscaped Deck Above". The zone is intended primarily for the provision of cruise terminal with commercial development and landscaped deck above. This zone will accommodate two alongside berths as well as a cruise terminal building. A landscaped deck will be provided for public enjoyment. Developments within this zone are subject to a maximum total gross floor area of 10,600 m<sup>2</sup> and a maximum building height of 35mPD. This zone also allows provision of radar equipment and telecommunication electronic microwave repeater to cater for the need of Marine Department or other Government departments. Furthermore, this zone is not intended to accommodate large-scale advertisement signs to be erected on roof-top of the cruise terminal, as it may not be compatible with the landscaped deck.
- 9.8.4 A site with an area of 5.93 ha in the former runway tip is designated "OU" annotated "Tourism Related Uses to Include Commercial, Hotel and Entertainment". This zone is intended primarily for the provision of tourism-related use with commercial, hotel and entertainment facilities as well as a public observation gallery. Developments within this zone are subject to a maximum total gross floor area of 229,400 m<sup>2</sup> and a maximum building height of 100mPD. This development should incorporate a public observation gallery to enable the general public to view this part of the Victoria Harbour, as well as the Kai Tak site and the surrounding areas. A building or structure incorporating the public observation gallery with design merits could be submitted to the Board for consideration of relaxation of the building height restriction. The overall development scheme for this site will be assessed as a part of the layout plan submission to the Board for planning permission. To allow design flexibility, minor relaxation of the gross floor area and building height restriction as stipulated on the Plan may also be considered by the Board. A minimum building setback of 45m from the zoning boundary abutting the "OU" annotated "Cruise Terminal to include Commercial Development and Landscaped Deck Above" zone shall be provided.
- 9.8.5 A site with an area of 20.93 ha at the Kai Tak waterfront is designated "OU" annotated "Stadium". This zone is intended primarily for the provision of a multi-purpose stadium complex including a main stadium (with 45,000 seats and provision of retractable roof), a secondary stadium (with 5,000 seats) and an indoor sports arena (with 4,000 seats to accommodate possibly swimming pools, ball courts, some fitness and activity rooms) and other leisure and recreation facilities. Adjacent "O(1)" zone as mentioned in paragraph 9.7.6 above will form a part of the multi-purpose stadium complex. Developments within this zone are subject to a maximum building height of 55mPD.
- 9.8.6 Two sites in the vicinity of the proposed SCL Kai Tak Station are designated "OU(Mixed Use) (2)" and "OU(Mixed Use)(3)". This zone is intended primarily for mixed non-industrial land uses. Flexibility

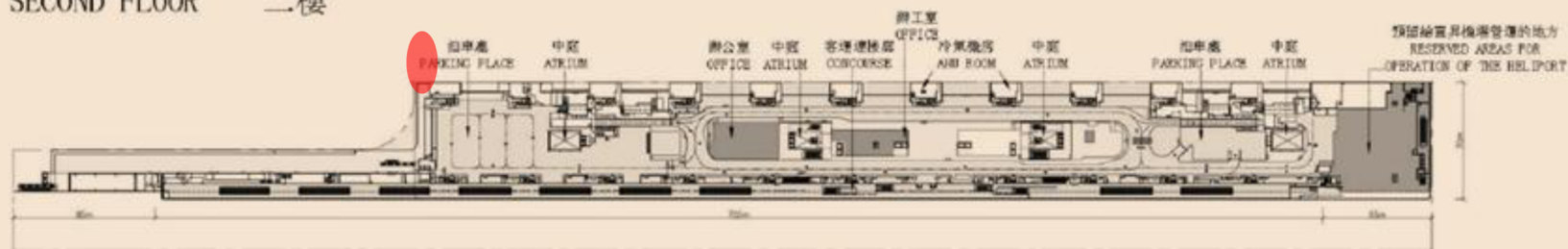




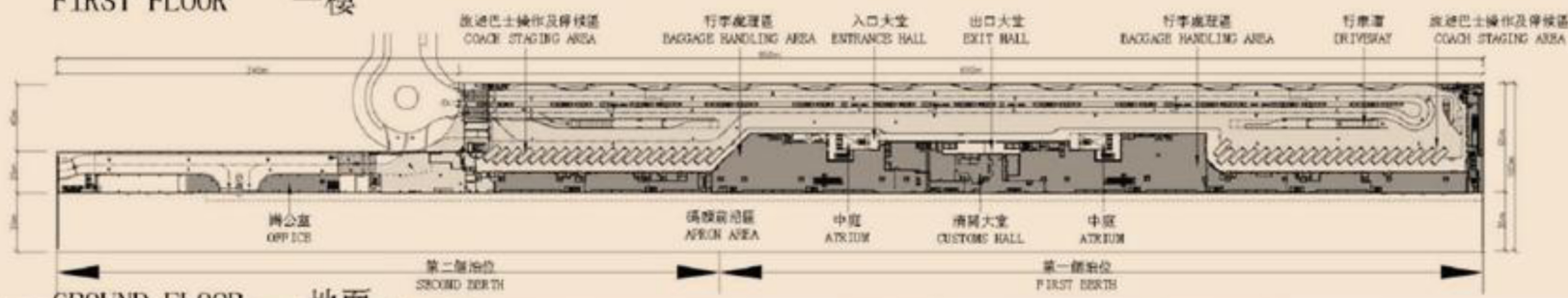
ROOF 天台



SECOND FLOOR 二樓



FIRST FLOOR 一樓



Locations of the pedestrian links reserved at the Cruise Terminal Building

Reference

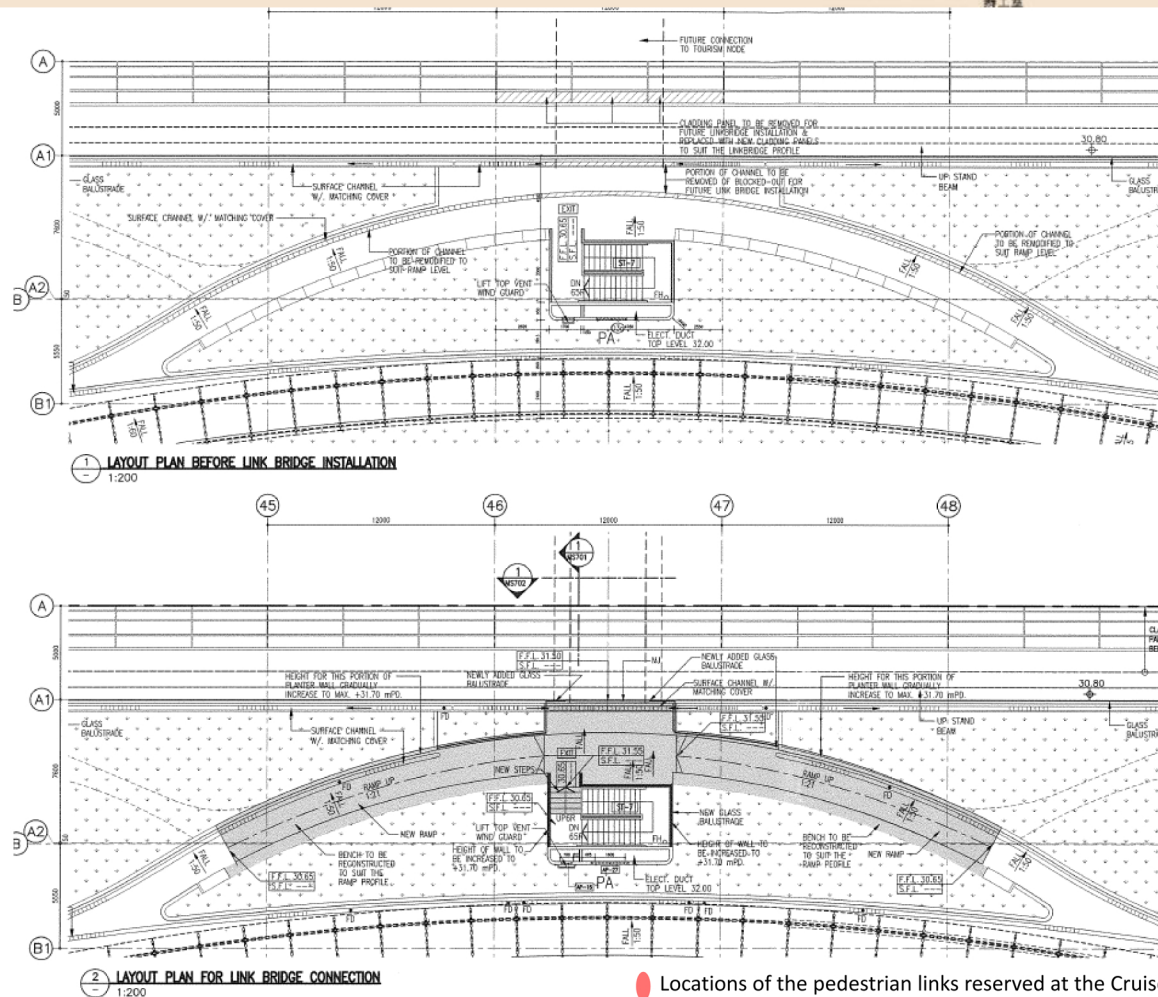
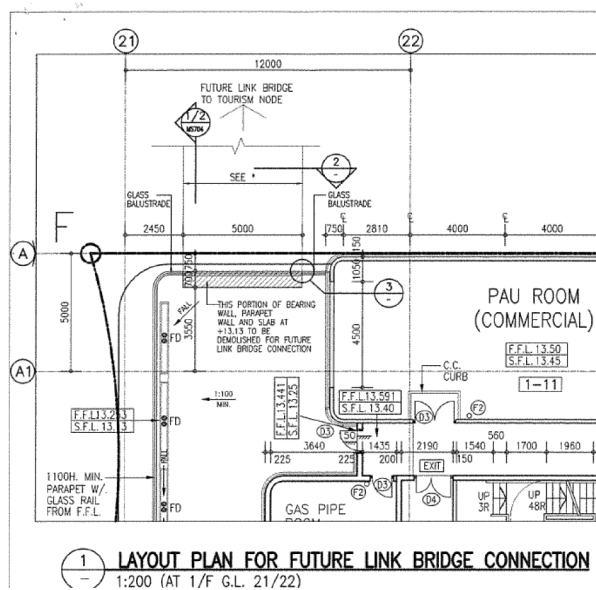
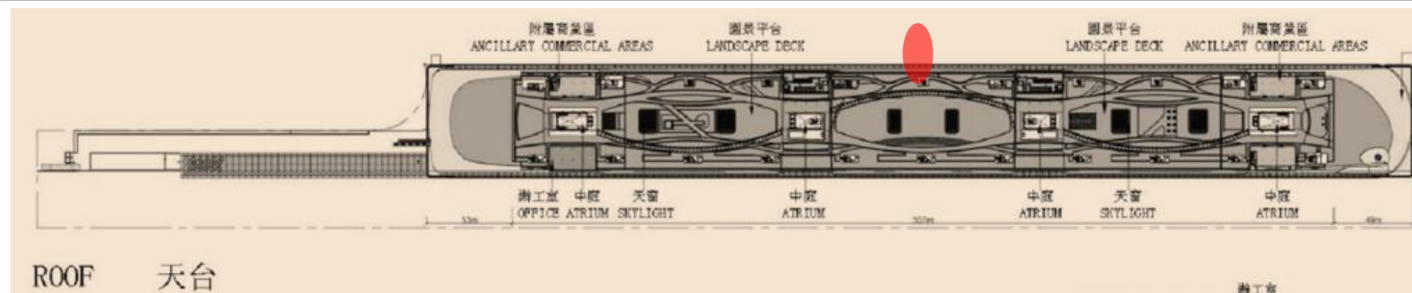
Date : 04/09/2015

Locations of Pedestrian Links Reserved  
at the Cruise Terminal Building

Energizing Kowloon  
East Office

Development Bureau

Annex C4-1



● Locations of the pedestrian links reserved at the Cruise Terminal Building

## Reference

Date : 04/09/2015

## Locations of Pedestrian Links Reserved at the Cruise Terminal Building

## Energizing Kowloon East Office

Development Bureau

Annex C4-2



Legend 圖例

1 Emergency Vehicular Access 消防緊急通道

2 Ancillary Facilities (Including toilets and baby care room) 輔助設施 (包括洗手間和育嬰間)

3 Arbours 蔭棚

4 Runway Remnant 機場跑道遺跡

5 Undulating Lawn Planter 起伏草坪

6 Lawn 草坪

7 Existing Weather Station 現存氣象站

8 Waterfront Promenade 海濱長廊

9 Plaza 廣場

10 Green Buffer 綠化緩衝區

11 Plant Room 機電房

12 Park Entrance 公園入口

Service Road (For use by service vehicles) 輔助道路 (供服務車輛使用)

Pedestrian Access 行人通道

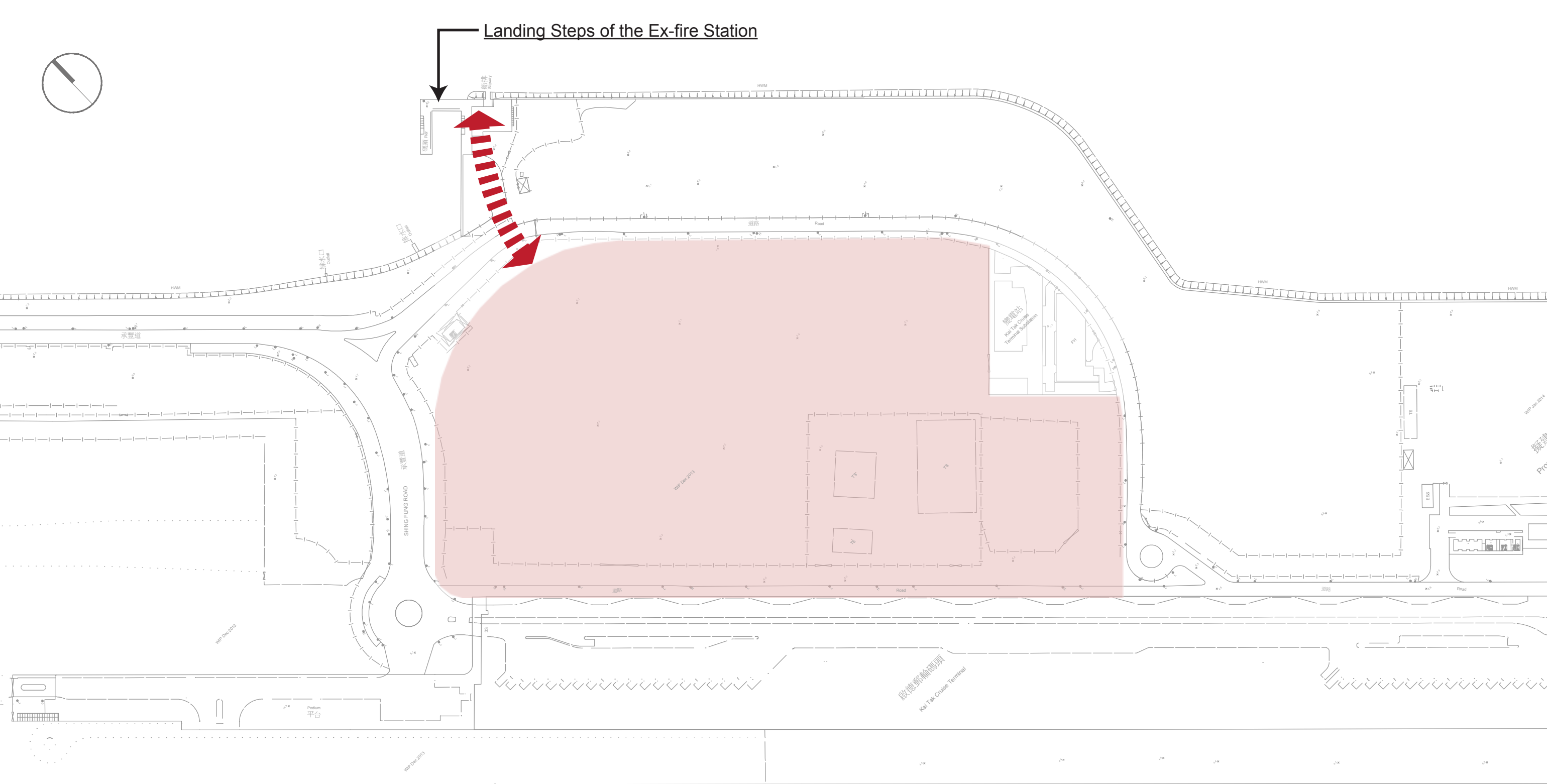
Site Boundary 輔助道路

跑道公園 - 第二期之工地  
Site for Runway Park - Phase 2


CRUISE TERMINAL 郵輪碼頭

預留作直升機場之工地  
SITE RESERVED FOR HELIPORT

Reference	The Layout Plan of Runway Park (Phase I)	Energizing Kowloon East Office	Annex C5
		Development Bureau	
Date :24/09/2015			



**LEGEND**

 Tourism Node

 Potential Connection being considered

Reference
Date : 13/07/2015

Indication of the Improvements Works for Connection between the Landing Steps of the Ex-fire Station and the TN site

METRES

20

0

20

40

60

80

100

METRES

Scale 1:2000 @ A3

Energizing Kowloon East Office	Annex C6
Development Bureau	





Reference

# The Proposed Alignment of the Environmentally Friendly Linkage System

Energizing Kowloon East Office

Development Bureau

Annex C7

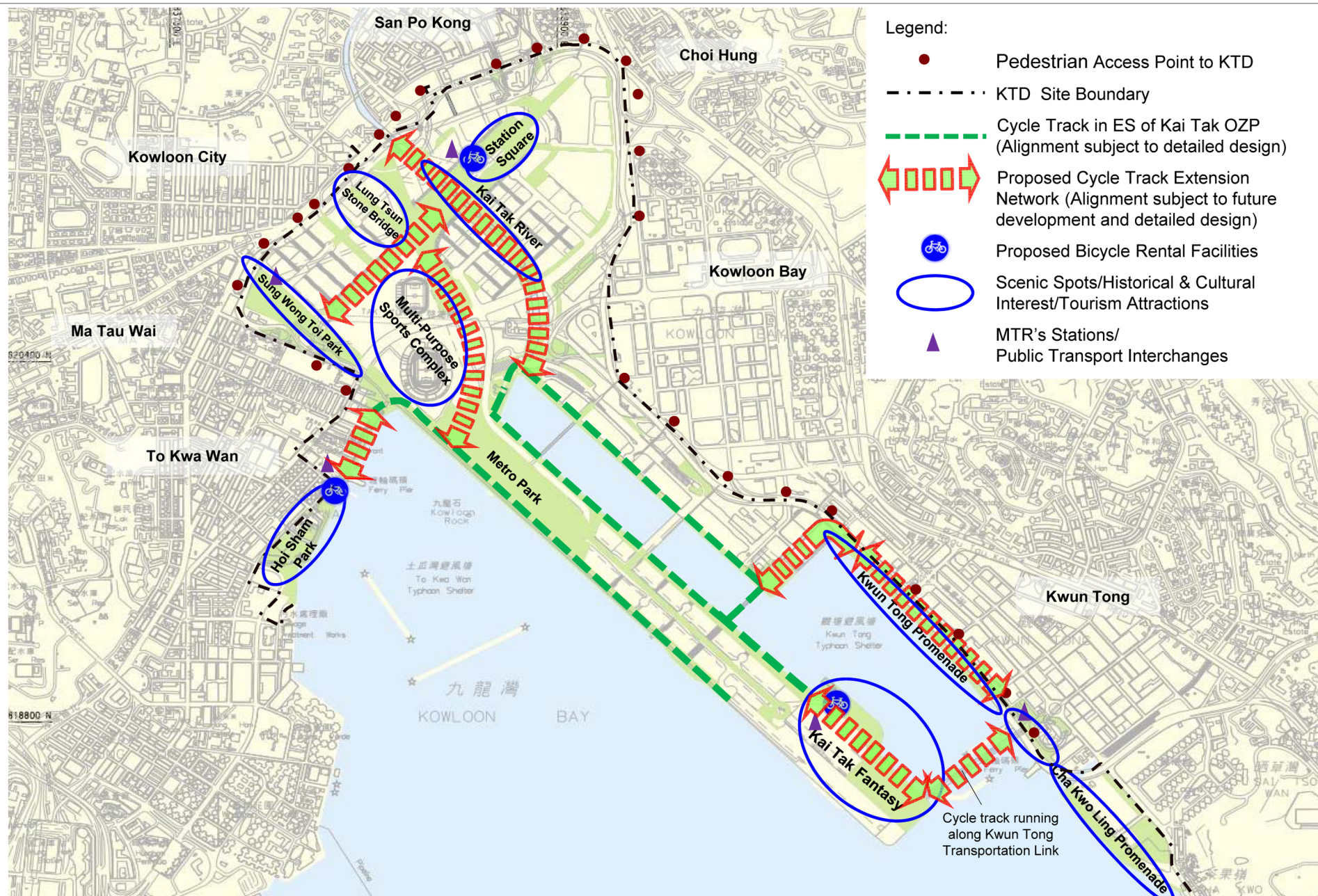
Date :13/07/2015





Reference	Locations of Landscaped Deck	Energizing Kowloon East Office	Annex C8
		Development Bureau	
Date : 04/09/2015			





Reference

## Proposed Cycle Track Network in Kai Tak Development

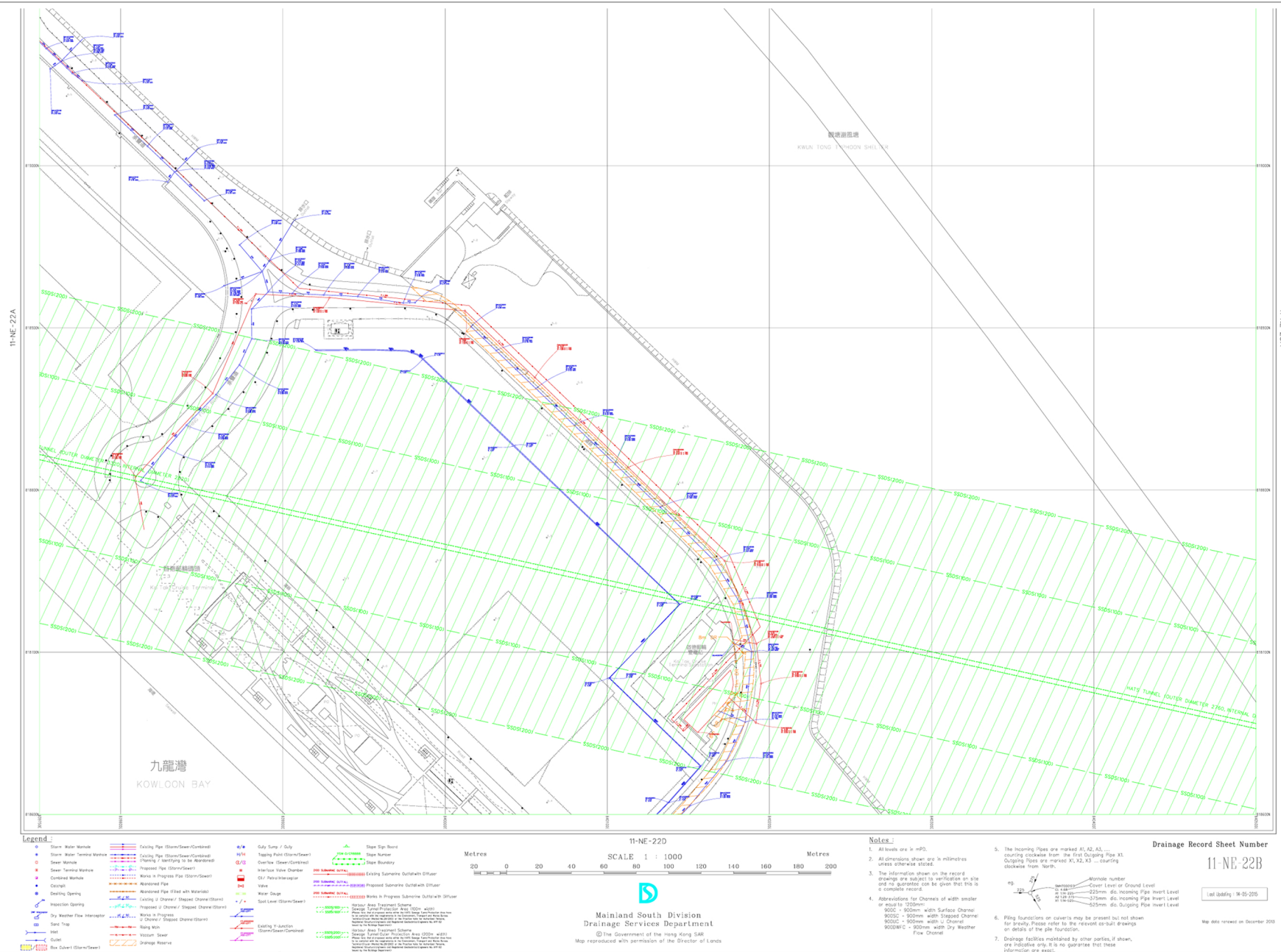
Energizing Kowloon  
East Office

Development Bureau

Annex C9

Date : 04/09/2015





## Reference

Extracted from Drainage Record Sheet  
No.11-NE-22B

Date : 04/09/2015

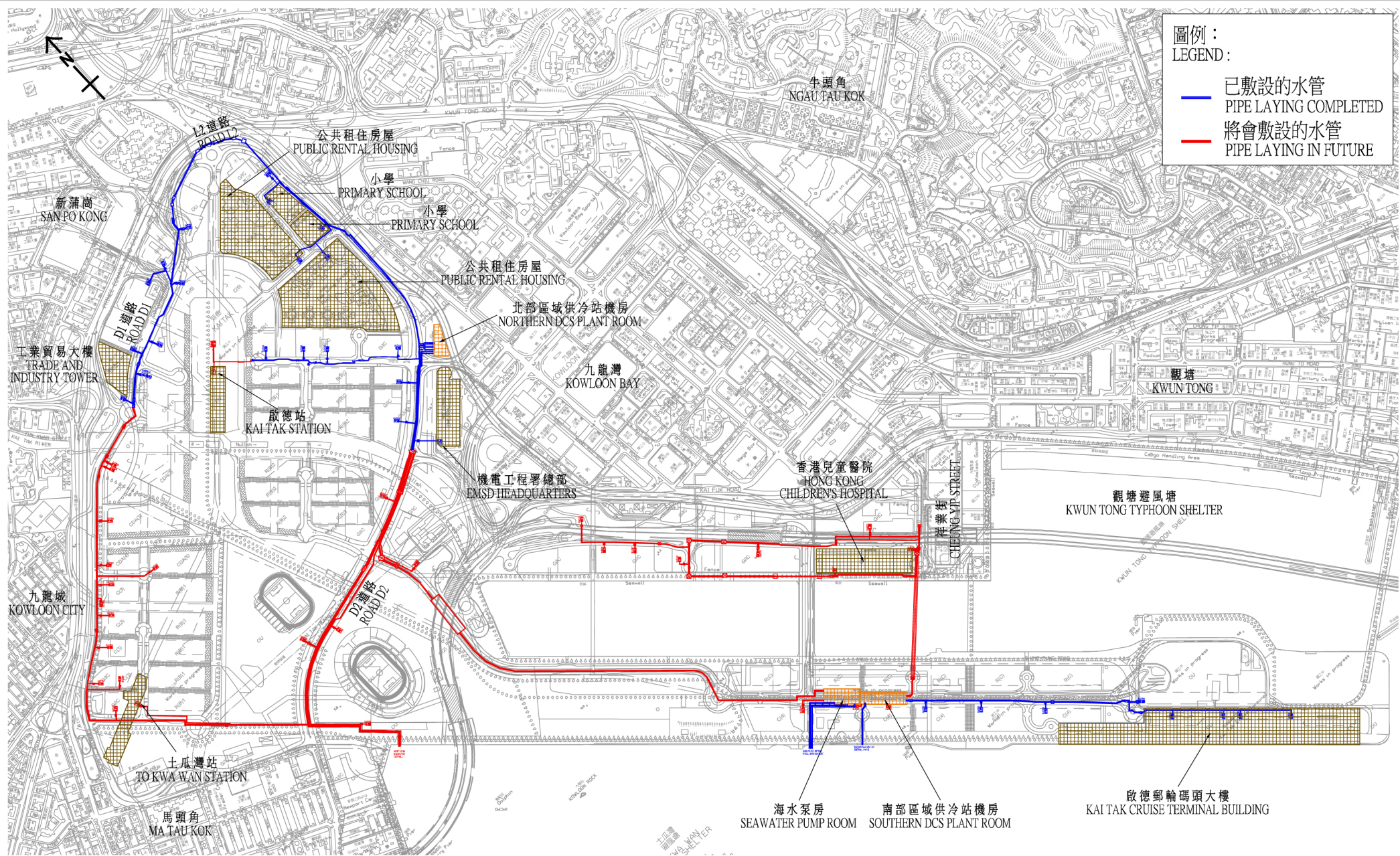
## Record Plan of Drainage Service in Tourism Node

## Energizing Kowloon East Office

Development Bureau

Annex C10





Reference

From DCS as at August 2015

Date : 09/09/2015

## Layout Plan of District Cooling System

Energizing Kowloon  
East Office

Development Bureau

Annex C11

## **ANNEX D LICENCE**

To: The Government of the Hong Kong Special Administrative Region (“the Government”)

### **Re: Expression of Interest for Development of Tourism Node at Kai Tak**

- 1 I/We refer to the Invitation for Expression of Interest in the development of Tourism Node (“TN”) at Kai Tak issued by the Government on 29 September 2015 (the “Invitation”).
- 2 Unless otherwise defined herein, terms and expressions which are defined in the Invitation have the same respective meanings where used in this Licence.
- 3 In consideration of the Government agreeing in the Invitation to pay HK\$1.00 to me/us upon demand, I/we hereby undertake, acknowledge and agree on the terms set out below.
- 4 I/We hereby grant to the Government, its authorised users, assigns and successors-in-title a freely transferable, royalty free, irrevocable, worldwide, perpetual and sub-licensable licence to use, adopt (including making any adaptations within the meaning of the Copyright Ordinance (Cap. 528) (the “CO”)) and modify the expression of interest submitted by me/us and all ideas, proposals and other documents contained in or submitted with the expression of interest (collectively, the “EOI”) and all Intellectual Property Rights subsisting in the EOI for the Purposes. In addition, the Government, its authorised users, assigns and successors-in-title are entitled:
  - (a) to make use of (including reproduce and publish, display, exhibit and/or make available and to do any other acts set out in paragraphs (a) to (g) of section 22(1) of the CO) the EOI, in whole or in part, in any form for the purposes of public consultation and any subsequent tender or procurement exercise; and
  - (b) to use, adopt (including making any adaptations within the meaning of the CO) or develop any idea or proposal put forward in the EOI

without acknowledging the source of the material for the Purposes.

5 I/We hereby warrant that:

- (a) the EOI does not contain any materials that may infringe the Intellectual Property Rights of any person;
- (b) the use or possession by the Government, its authorised users, assigns and successors-in-title of the EOI or any part thereof for any purposes contemplated by the Invitation and/or expressed in Clause 4 of this Licence does not and will not infringe the Intellectual Property Rights of any person;
- (c) all owners of the Intellectual Property Rights in the EOI have joined in and executed this Licence in favour of the Government;
- (d) each party who executes this Licence has or shall have the full right, title, power and authority to execute this Licence including without limitation the grant of the relevant licence(s) in respect of the Intellectual Property Rights to the Government according to Clause 4 of this Licence; and
- (e) the exercise by the Government, its authorised users, assigns and successors-in-title of any of the rights granted under this Licence will not infringe any Intellectual Property Rights of any person.

6 I/We further agree that the Intellectual Property Rights in any materials developed by the Government on the basis of the EOI (including any alteration or modification of the EOI) shall vest in and belong to the Government absolutely and immediately upon creation.

7 I/We agree that any assignment made and/or licence granted by any owners of the Intellectual Property Rights subsisting in the EOI shall be subject to the licence of the Government referred to in Clause 4 above. I/We shall procure that such owner/assignees also impose obligation(s) on the assignee(s) and/or licensee(s) regarding their subsequent assignment(s) and/or licence(s) of such Intellectual Property Rights to be made and/or granted subject to the said licence of the Government to the

intent that such obligation(s) shall apply to all subsequent assignee(s) or successors-in-title and/or licensee(s).

- 8 I/We hereby shall irrevocably waive, and undertake to procure all authors to irrevocably waive, all moral rights in the EOI (whether past, present or future). The waiver shall operate in favour of the Government, its authorised users, assigns and successors-in-title and shall take effect from the date of the submission of the EOI.
- 9 I/We shall indemnify and keep the Government, its authorised users, assigns and successors-in-title fully and effectively indemnified against any and all claims (whether or not successful, compromised or settled) threatened, brought or established against the Government and all losses, damages, costs, charges or expenses (including all legal fees and other costs, charges and expenses) which the Government, its authorised users, assigns and successors-in-title may pay or incur in connection with or arising from a breach of this Licence or any of the warranties given by me/us.
- 10 I/We shall at the Government's request and at my/our own cost at all times hereafter do all such acts and execute all such documents as may be reasonably necessary or desirable to secure the vesting in the Government of all rights given to the Government hereunder and to assist in the resolution of any question concerning my/our EOI.
- 11 Unless the context otherwise requires, "Intellectual Property Rights" in this Licence means patents, trade marks, service marks, trade names, design rights, copyright, domain names, database rights, rights in know-how, new inventions, designs or processes and other intellectual property rights whether now known or created in future (of whatever nature and wherever arising) and in each case whether registered or unregistered and including applications for the grant of any such rights.
- 12 I/We agree that all parties who have executed this Licence are jointly and severally liable for the obligations imposed and warranties given in this Licence.
- 13 This Licence shall be governed by and construed in accordance with the



laws from time to time in force in Hong Kong and I/we agree to submit to the jurisdiction of the Hong Kong courts.

- 14 This Licence is duly executed by me/us under hand on [ date ] and shall take effect on such date.

---

\*signed by [name of Director],  
Director,  
for and on behalf of [name of the company]

---

\*signed by [name of Director],  
Director,  
for and on behalf of [name of the company]

---

\*\*signed by [name of individual]

---

\*\*signed by [name of individual]

---

\*\*\*signed by [name of partner],  
Partner,  
for and on behalf of [name of partnership]

---

\*\*\*signed by [name of partner],  
Partner,  
for and on behalf of [name of partnership]

Remarks:

- 1 Please refer to Clause 5(c) above.
- 2 For execution by \*an incorporated entity, \*\* an individual or a sole proprietor, and \*\*\*a partner of a partnership.

**Annex E          Reply Form (Briefing)**

Head of Energizing Kowloon East Office  
ekeo@devb.gov.hk

Date: \_\_\_\_\_

**Briefing Session to Prospective Respondents on 26 October 2015 (3:00 to 4:30 pm)**

**Expression of Interest for Development of Tourism Node at Kai Tak**

We would like to register the following persons to attend the captioned briefing session.

Name	Capacity	Company/Organisation Name	Telephone	E-Mail

Signature: \_\_\_\_\_

Name and Capacity: \_\_\_\_\_

Company: \_\_\_\_\_