

Culture, Sports and Tourism Bureau

Invitation for Proposals for operating, managing, conserving and revitalising for arts and culture use Haw Par Mansion situated on 15A Tai Hang Road, Wan Chai, Hong Kong

PROJECT BRIEF

The Culture, Sports and Tourism Bureau (“CSTB”) of the Government of the Hong Kong Special Administrative Region (“Government”) is inviting proposals from interested non-profit making organisations to operate, manage, conserve and revitalise for arts and culture use the Haw Par Mansion (“Premises”) situated at 15A Tai Hang Road, Wan Chai, Hong Kong.

In case of any discrepancies between the English and Chinese versions of this Project Brief, the English version will prevail.

1 Preamble

1.1 The Government is committed to the development of arts and culture in Hong Kong, and has set out comprehensive initiatives covering the nurturing of talents, creation of career pathways, creation of more showcasing opportunities, establishing industry-building platforms, provision of more arts and cultural facilities, etc. The objectives are to build a sustainable ecosystem for the arts, culture and creative industries to thrive so as to strengthen Hong Kong’s role as an East-meets-West centre for international cultural exchange as positioned by the Central People’s Government in the 14th Five-Year Plan. Our four strategic directions for pursuing the above policy objectives are:

- (a) developing world-class cultural facilities and a pluralistic cultural environment;
- (b) enhancing cultural exchange and co-operation with the Mainland, and strengthening our connections with overseas arts and culture organisations;
- (c) leveraging technology; and

(d) nurturing talents.

- 1.2 The purpose of this Invitation for Proposals (“IFP”) is to select an experienced, capable and professional non-profit making organisation with proven track record or capability in operating, managing, conserving and revitalising graded historic buildings and/or sites, which will be able to put the Premises into effective use in terms of promoting arts and culture development in Hong Kong (“Operator”).
- 1.3 The Operator needs to conserve the established status of the Premises as a heritage building with high historical value and cultural significance and at the same time to revitalise the Premises into a popular and iconic arts and culture venue, creating platforms for arts groups and artists to advance and achieve artistic excellence, connecting arts and culture programmes with the community, offering unique arts and culture experience, featuring alternative arts and culture offerings, and/or presenting alternative opportunities for meeting the needs of artistic development which would otherwise not be found in other conventional venues.

2 Objectives

- 2.1 This IFP seeks to identify, from amongst applicants (“Applicants”) submitting proposals in response to this IFP, an Operator which can demonstrate in its proposal (“Proposal”) (see paragraph 8 below) the capability and experience to operate, manage, conserve and revitalise the Premises, including event planning, community involvement, programme designing, partner sourcing, negotiating and executing public-private partnerships, identifying private financing sources, marketing, organising activities in collaboration with arts and culture groups, and carrying out day-to-day operational management and conservation.
- 2.2 Specifically, the Operator will be responsible for the operation, management, conservation and revitalisation of the Premises to fulfil the following visions and missions:
 - (a) to develop the Premises as a unique icon of international arts and cultural exchange in Hong Kong that attracts citizens in the community and visitors. The development of the Premises should

complement the arts and culture as well as the heritage conservation policies of the Government;

- (b) to contribute to the realisation of Hong Kong as an East-meets-West centre for international cultural exchange;
- (c) to optimise the utilisation of the Premises and facilities, develop venue-based marketing strategies, encourage community involvement in the development of arts and culture and promoting arts and culture in the community;
- (d) to bring vibrancy to the Premises and making it a landmark for the arts community, local residents and visitors; and
- (e) to utilise, manage and conserve the Premises according to the Conservation Guideline at **Appendix I** in order to sustain the cultural significances of the declared / graded historic buildings and properly interpreted their cultural significances to the public and visitors.

3 The Premises

3.1 The Premises is the property of the Government located at 15A Tai Hang Road, Wan Chai, Hong Kong. It was built by Mr Aw Boon Haw in 1936, and named after him and his younger brother Mr Aw Boon Par. The Premises is one of the few surviving examples of the Chinese mixed style architecture in Hong Kong. Owing to the cultural significance of the Premises, it was accorded a Grade 1 status in 2009 by the Antiquities Advisory Board. With the total area approx. of 2 670 m² and a gross floor area of around 1 960 m², the Premises comprises two pieces of land connected by a footbridge elevated at a higher level and is separated by a public footpath underneath:

- (a) The Main Site – Haw Par Mansion, which comprises the revitalised historic building and its adjoining private outdoor garden, Pavilion, Corner Tower; and
- (b) The Ancillary Site - an adjacent area, which comprises vehicular access, car parking area, drop-off area, service block, lift and staircase block and footbridges.

The site plans, floor plans and details are at **Appendix II**.

- 3.2 While the Premises is currently accorded with a Grade 1 historic building status, it may be declared a “monument” as defined in the Antiquities and Monuments Ordinance (Cap. 53 of the Laws of Hong Kong). In the event that the Premises is selected for monument declaration, the Operator shall observe and comply with the requirements under the Antiquities and Monuments Ordinance (Cap. 53 of the Laws of Hong Kong), including application for a permit from the Antiquities Authority through the Antiquities and Monuments Office (“AMO”) of the Development Bureau prior to carrying out any act regulated under Section 6(1) of the Antiquities and Monuments Ordinance (Cap. 53 of the Laws of Hong Kong).
- 3.3 The Premises will be provided to the Operator for operation, management, conservation and revitalisation on an “as-is” handover condition. If an Applicant is selected to be the Operator, it shall accept the Premises in such state and condition as existing on the date on which the Service Agreement (defined in paragraph 7 below) comes into effect.

4 Eligibility

- 4.1 An Applicant shall be a bona fide non-profit-making organisation which fulfils the following requirements as at the Application Deadline (defined in paragraph 17.3 below) and throughout the validity of its application until the commencement of the Service Agreement as well as throughout the Service Agreement Period (defined in paragraph 7.5 below) if an Applicant is eventually selected to be the Operator:
- (a) a statutory organisation or an organisation registered under any of the Laws of the Hong Kong (e.g. the Companies Ordinance (Cap. 622 of the Laws of Hong Kong)); and
 - (b) having been granted a tax-exemption status under section 88 of the Inland Revenue Ordinance (Cap. 112 of the Laws of Hong Kong). If an application under section 88 of the Inland Revenue Ordinance (Cap. 112 of the Laws of Hong Kong) is in progress, an Applicant is required to obtain such status within three months after the Application Deadline.

In support of its application, each Applicant should submit together

with the Proposal (the format and detailed requirement of which are provided at **Appendix III**) a copy of the Memorandum and Articles of Association or the Constitution or Ordinance of Formation or Trust Deed of an Applicant.

- 4.2 Failure of an Applicant to comply with any or all of the requirements or to submit any of the required supporting documents (including the Memorandum and Articles of Association or the Constitution or Ordinance of Formation or Trust Deed) specified in paragraph 4.1 will result in its application not being further considered.
- 4.3 An Applicant should demonstrate its capability and experience necessary to operate, manage, conserve and revitalise the Premises for arts and culture use. In particular, an Applicant should have (i) experience in starting up, operating, managing, conserving and revitalising of an arts and culture center housed in historic buildings or venue of similar nature with a site area not less than a total gross floor area of 1 000 m²; (ii) qualifications demonstrating an ability to serve as an Operator of the Premises; and/or (iii) experience in organising arts and culture and related activities in Hong Kong.
- 4.4 An Applicant shall have proven track record or demonstrate the capability of operating, managing, conserving and revitalising declared monuments / graded historic buildings for arts and culture use, and/or delivering its stated approach to co-ordinate and collaborate with private and public entities, artists and arts groups, and stakeholders of the arts and culture industry.
- 4.5 In case an Applicant plans to partner or collaborate with, or engage, other organisation(s) in operating some of the arts and culture activities or providing food and beverage in the Premises, it shall provide in its Proposal details of the proposed partnering, collaboration, engagement arrangements and work details for consideration by the Government.
- 4.6 Regardless of the proposed arrangements in the Proposal, an Applicant which has been selected as the Operator to enter into the Service Agreement with the Government shall be responsible for all acts, omissions and defaults of its partner(s), collaborating and/or engaged organisation(s), and/or other operator(s) and/or provider(s) of the activities and/or services arising out of or in relation to the services provided thereunder.

- 4.7 Notwithstanding anything to the contrary in this Project Brief, the Government reserves the right to disqualify an Applicant on the grounds that an Applicant has engaged, is engaging, or is reasonably believed to have engaged or be engaging in acts or activities that are likely to cause or constitute the occurrence of offences endangering national security or otherwise the exclusion 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.

5 Operation and Liabilities

- 5.1 The selected Applicant shall enter into a Service Agreement with the Government in respect of the operation, management, conservation and revitalisation of the Premises and shall become the Operator to provide all of the services and perform all of the obligations in accordance with the terms and conditions set out in the Service Agreement. The Operator shall operate, manage, conserve and revitalise for arts and culture use the Premises on a non-profit making and self-financing basis, and shall comply with all provisions of the Service Agreement and all of its obligations under the Service Agreement at its own costs and expenses. The Government shall not provide any subsidy and shall not have nor accept any liabilities arising out of or in relation to the operation, management, conservation and revitalisation of the Premises by the Operator. The Operator shall enter into the Service Agreement with the Government as an independent contractor only and nothing in the Service Agreement shall create a contract of employment, a relationship of agency or partnership, or a joint venture between the Government and the Operator. The Premises shall be operated, managed, conserved and revitalised by the Operator as a principal but not as an agent for Government. The Operator has no authority to represent, act in the name of, or on behalf of, or otherwise bind the Government. The Operator shall indemnify the Government from and against: (a) all and any liabilities and indebtedness (including liabilities to pay damages or compensation), losses, damage, costs, charges and expenses incurred or suffered by the Government of whatsoever nature (including all legal and expert costs, charges and expenses on a full indemnity basis); and (b) all and any demands, claims, actions, arbitrations, proceedings, threatened, brought or instituted by any person against the Government or by the Government against any person (regardless of whether or not they have been settled or compromised) (collectively, “Claims” and each a “Claim”) and

everything stated in (a) above incurred or suffered by the Government in all and any such Claims, which arise directly or indirectly as a result of or in connection with, or which relate in any way to the performance of the obligations or the breach of any provisions of the Service Agreement by the Operator.

- 5.2 The Operator shall only use the Premises for the arts and culture purposes as stated in paragraph 2 above and strictly according to the Proposal submitted by it and the Service Agreement, including but not limited to providing venues and facilities for artists to meet, rehearse, train, teach, produce, perform and/or display their work, and shall not use the Premises for any other purposes. The Operator shall at all times during the Service Agreement Period keep the Premises in good, repair, neat and tidy condition and in all respects to the satisfaction of the Government.
- 5.3 All income generated from the operation of the Premises, irrespective of whether or not the same has been declared in the Operator's Proposal, shall be used solely for operating, managing, conserving and revitalising the Premises for the furtherance of development of arts and culture in Hong Kong.
- 5.4 In using the Premises for exhibition, training, rehearsal, performance, public entertainment, provision of food and beverage or such other uses as permitted under the Service Agreement, the Operator shall:
- (a) duly and unconditionally secure, obtain and maintain throughout the Service Agreement Period all and any authorisations, approvals, consents, licences, permits, exemptions and other requirements of any governmental, administrative or other authority or body in any relevant jurisdiction which are or may be required or necessary to authorise the Service Agreement to execute, deliver and perform the Operator's obligations under the Service Agreement (collectively "Consents");
 - (b) ensure that the Consents are in full force and effect, and the use of the services by the Government under the Service Agreement will not contravene any applicable laws and regulations, throughout the Service Agreement Period; and
 - (c) bear all costs, charges and expenses that may be incurred in obtaining and maintaining the Consents throughout the Service

Agreement Period.

- 5.5 The Operator shall engage at its own costs and expenses its own professional consultant(s) and/or service provider(s) for alteration, addition, renovation, conservation and repair of the Premises. The alteration, addition, renovation, conservation and repair works of the Premises should be conducted only during the Service Agreement Period unless with prior written consent from the Government. As the Premises are currently a Grade 1 historic building, before carrying out any alteration, addition, renovation, conservation and repair works at the Premises, the Operator shall consult AMO, the Architectural Services Department, the Planning Department and other relevant authorities as necessary based on the requirements for any alteration, addition, renovation, conservation and repair works to be carried out in the Premises.
- 5.6 The Operator shall submit a Conservation Management Plan (“CMP”) prepared by a Heritage Conservation Consultant to AMO for agreement and endorsement in accordance with paragraphs 4.1.9 to 4.1.11 of the Conservation Guideline at **Appendix I**. CMP shall follow the Conservation Guideline at **Appendix I** and make reference to the Conservation Proposal in the Operator’s Proposal to conserve the Premises for a new use. The Heritage Conservation Consultant shall possess a relevant postgraduate or undergraduate degree in architectural conservation or preservation, and have a minimum of two years full-time equivalent of professional architectural conservation experience.
- 5.7 The Operator shall, at its own costs and expenses, engage a building contractor for the renovation works, who is included in the Development Bureau’s “List of Approved Contractors for Public Works – Buildings category” of appropriate group according to the estimated value of the works contract (see https://www.devb.gov.hk/en/construction_sector_matters/contractors/contractor/index.html?search=true&category=buildings&group= for the list) and the Register of General Building Contractors of the Buildings Department (see https://www.bd.gov.hk/en/resources/online-tools/registers-search/registrationsearch-disclaimer.html?reg_type=GBC for the list) (“Approved List”). If the contractor to be appointed for the renovation works is not itself an approved specialist contractor included in the “List of Approved Suppliers of Materials and Specialist Contractors for Public Works – Repair and Restoration of Historic Buildings category” (“RRHB

specialist contractor”), the appointed contractor must engage a RRHB specialist contractor from the Approved List as its specialist sub-contractor for carrying out the repair and restoration works of the “Architectural Features to be Preserved” to the historic building. All other specialist sub-contractors for the renovation works should also be engaged from the relevant categories/groups in the Development Bureau’s “List of Approved Suppliers of Materials and Specialist Contractors for Public Works” (see https://www.devb.gov.hk/en/construction_sector_matters/contractors/supplier/index.html for the list).

- 5.8 The Operator shall, at its own costs and expenses, conserve and keep the historic building fabrics, materials and finishes (including but not limited to fire places, external brick walls, plastering, windows (including stained glass windows and panels), doors, flooring, decorative ornaments on roofs, ceilings, walls, beams, columns and retaining walls) of the Premises, all existing and additional structures including boundary walls and fences belonging to the Premises (unless alteration works of the existing and additional structures are approved by the relevant authorities) including all character defining elements as identified in the endorsed CMP, the items stipulated in the inventory lists in paragraph 5.9 below, the Government’s fixtures, fittings in the Premises and additions to the Premises and retaining walls, i.e. feature no. 11SE-A/R15 and 11SE-A/R17 (other than structural elements of Historic Building of the Premises and retaining walls) in good condition to the satisfaction of the Government, and perform the reinstatement works as required in paragraph 5.14 below before handing over the Premises to the Government on expiry or termination of the Service Agreement, fair wear and tear excepted. During the Service Agreement Period, the Operator shall notify the Government as soon as practicable of any damage incurred on the Premises or the said structures, including boundary walls and fences (if any) belonging thereto, fixtures, fittings therein and additions thereto.
- 5.9 Inventory lists which will form part of the Service Agreement for the Premises have been prepared. An Applicant should be fully conversant with the requirement that these inventory items stored either within the Premises or off-site, are needed to be conserved and / or made good use of during the Service Agreement Period. Inventory lists for the Premises are available for viewing at the CSTB’s office during office hours (Mondays to Fridays: 9:00 a.m. - 5:30 p.m. except public holidays) at the following address before the Application Deadline (defined in

paragraph 17.3 below):

Culture Division (2), Culture Branch
Culture, Sports and Tourism Bureau
13/F., West Wing, Central Government Offices
2 Tim Mei Avenue, Tamar
Hong Kong

(a) Inventory lists regarding historic fabrics:

Historic fabrics as listed below are either being stored within the Premises or off-site storage. These inventories should be protected and maintained and / or displayed by the Operator during the Service Agreement Period. A list of exhibits and movable items that reflect the historical significance of the Premises is as stipulated in **Appendix IV**. The Operator may propose how to make use of and/or exhibit the items to suit its Proposal and discuss with AMO as necessary. The Operator shall observe the relevant required treatments stipulated in paragraphs 4.2.8 to 4.2.10 and section 4.3 of the Conservation Guideline at **Appendix I**. The historic fabrics include, but are not limited to, –

- (i) featured glass panels and door panels of the Premises;
- (ii) fixture and built-in items of the Premises;
- (iii) movable old items of the Premises; and
- (iv) historic items salvaged from the demolished Tiger Balm Garden.

(b) Inventory lists regarding operational / donation items:

Operational / donation items as listed below are installed / stored within the Premises. These inventories should be made use of as far as possible and stored within the Premises during the Services Agreement Period.

- (i) Office furniture and equipment;
- (ii) General furniture and operational equipment;
- (iii) Security, lighting, air-conditioning and ventilation, fire services and water supply systems;
- (iv) Musical instrument; and
- (v) Donation by others.

- 5.10 During the Service Agreement Period, the Operator shall have for itself, its employee, agents and sub-contractors (the organisation(s) in partnership, collaboration, engagement with the Operator as provided in the Proposal and permitted under the Service Agreement) the right, so far as shall be necessary for compliance with the terms and conditions of the Service Agreement, of access to and use of the Premises in accordance with the Service Agreement. For the avoidance of doubt, the Service Agreement does not create any rights of ownership or exclusive possession for the Operator, nor does it create any tenancy or lease whatsoever between the Government and the Operator in respect of the whole or any part of the Premises. Any agreement or contract whatsoever for the use, operation or occupation of the Premises or any part thereof between the Operator and any third party shall be strictly prohibited.
- 5.11 The Operator shall, at its own costs and expenses with the approval by the Government, be responsible for the installation of telephone lines in, and the supply of air-conditioning and/or ventilation, electricity, gas, water and other utility services to the Premises as the Operator shall require, and shall be solely and fully responsible for the payment of all fees and charges in connection therewith including but not limited to the deposits and the costs of installation and maintenance of all pipes, wires, cables, meters, switches and any other necessary apparatus ancillary thereto. On expiry or termination of the Service Agreement, the Operator shall, if required by the Government, dismantle all such pipes, wires, cables, meters, switches and any other necessary apparatus ancillary thereto to the satisfaction of the Government and be solely and fully responsible for the payment of all the costs and expenses incurred in such dismantling works.
- 5.12 The Government and its officers, servants, agents, sub-contractors, including their respective workmen, and any other persons authorised by the Government, with or without appliances and equipment, may at all reasonable times during the Service Agreement Period enter the Premises, with or without advance notice to the Operator for any and all purposes as the Government considers necessary and appropriate, including but not limited to: (a) viewing and inspecting the condition and state of repair thereof so as to ascertain that the terms, conditions and covenants herein contained are complied with; and (b) inspecting and carrying any works or repairs as may be required to be done to the Premises or to adjoining Premises.

5.13 The Operator shall at its own costs and expenses and in its name or in the joint names of the Operator and the Government, insure and keep insured at all times throughout the Service Agreement Period, the Premises and all fixtures and fittings therein or attached thereto with insurer(s) approved by the Government in writing and with the policy or policies of insurance containing such provisions for the protection of the Government as the Government may reasonably require to avoid the interests of the Government being prejudiced by any act, neglect or default of the Operator or of any employee, sub-contractor, agent, workman, or of any other occupier, or any licensee or invitee of the Operator, against loss or damage or costs (including but not limited to any legal expenses that may be incurred by the Government or that may be awarded against the Government or the Government agrees to pay) or anything that the Government may be obliged to do arising directly or indirectly out of or in connection with the Service Agreement, or use of the Premises by the Operator; and duly pay all premiums or other moneys necessary for effecting and keeping up the policy or policies of insurance as required. The Operator shall at its own costs and expenses effect and keep in force, and renew upon expiry, throughout the Service Agreement Period a public liability insurance policy in the joint names of (i) the Operator and (ii) the Government (with appropriate cross-indemnity clause as if a separate policy has been issued to each of them), with an insurer approved by the Government in writing, against liability to pay damages and compensation for injury or death of any person and loss or damage to any property, subject to a maximum indemnity amount in the sum of not less than an indemnity amount of HK\$10,000,000 for each claim or a series of claims arising from one event, but otherwise unlimited in the aggregate indemnity amount for all claims arising during the entire period of insurance.

5.14 If so required by the Government on the expiry or termination of the Service Agreement, the Operator shall demolish and remove as required by the Government and with AMO's agreement at its own costs and expenses and in all respects to the satisfaction of the Government, all additions and alterations made to the Premises and all installations, plant, equipment, apparatus, machinery, structures, fixtures and fittings then standing on or forming part of the Premises without any compensation therefore being paid by the Government to the Operator and the Operator shall at its own costs and expenses reinstate and make good any damage to the Premises as a result of such demolition, removal and reinstatement works, save with special approval on reinstatement from the Government.

- 5.15 The Operator shall not carry out any work or put up, display, erect, or cause or permit to be displayed or erected any signs, placards, posters and any advertisement structures on the external walls of the Premises without the prior written consent of the Government.
- 5.16 The Operator shall not use or permit or suffer the Premises or any part thereof to be used as residential or sleeping accommodation or for domestic purposes within the meaning of any laws and regulations in Hong Kong or allow any person to remain in the Premises overnight except that the Operator may for security purposes engage watchmen to look after the Premises and the properties and things stored thereon or placed therein subject to prior approval in writing by the Government.
- 5.17 The Operator shall comply with all applicable laws and regulations of Hong Kong, including all laws and legislation which are from time to time in force in or applicable to Hong Kong relating to the safeguarding of national security, including the Law of the People's Republic of China on Safeguarding National Security in the Hong Kong Special Administrative Region as applied in the Hong Kong Special Administrative Region under the Promulgation of National Law 2020 (L.N. 136 of 2020) and the Safeguarding National Security Ordinance (6 of 2024) ("National Security Laws"), and shall not engage in any acts or activities that are, in the reasonable opinion of the Government, likely to constitute or cause the occurrence of offences endangering national security under the National Security Laws, or which, in the reasonable opinion of the Government, would otherwise be contrary to the interest of national security. The Operator shall also comply with the requirements of any Government Bureaux and/or Departments or other competent authority relating to the use of the Premises, and shall indemnify and keep indemnified the Government from and against all actions, costs, claims, demands, losses, damages whatsoever arising out of or in connection with the non-observance of and non-compliance with this provision.
- 5.18 The Service Agreement shall be governed by and construed in accordance with the laws of Hong Kong. The Operator and the Government shall agree to submit to the exclusive jurisdiction of the courts of Hong Kong in relation to any matters or dispute arising out of or in connection with or in relation to the Service Agreement.

6 Availability of the Premises

- 6.1 The Premises will be available no earlier than Q3 2025, as may be reviewed and changed by the Government in its sole and absolute discretion from time to time, in which case the Applicants who have submitted a Proposal in response to this IFP will be notified by the Government in writing.

7 Service Agreement

- 7.1 The selected Applicant will be required to execute a service agreement with the Government, which shall be in form and on terms and conditions as prescribed by the Government (“Service Agreement”). Upon commencement of the Service Agreement, the Operator shall comply with all the terms and conditions in the Service Agreement and all instructions and correspondences issued by the Government from time to time in respect of the Premises and services provided thereunder.
- 7.2 In the event (a) the Premises is not being operated, managed, conserved, revitalised or otherwise used by the Operator to the satisfaction of the Government, and the Operator is unable to make acceptable progress to improve its performance; or (b) the Operator is in breach of any provision of the Service Agreement which in the opinion of the Government is not capable of remedy, the Government shall be entitled to terminate the Service Agreement upon giving three calendar months’ written notice to the Operator. No compensation shall be payable by the Government for any loss or damage whatsoever suffered by the Operator as a result of or arising from such termination.
- 7.3 The Government may terminate the Service Agreement with immediate effect upon the occurrence of any of the following events:
- (a) the Operator has made a material misrepresentation (including submission of false statement or inaccurate information in its Proposal) during the IFP process;
 - (b) a proposal is made for a voluntary arrangement or any other composition, scheme or arrangement with, or assignment for the benefit of, the Operator’s creditors;
 - (c) if the Operator is an incorporated body, a shareholders’ or

members' resolution has been passed that it be wound up or dissolved (other than voluntarily for the purpose of bona fide reconstruction or solvent amalgamation the terms of which have been approved by the Government in advance);

- (d) a petition is presented for the winding up or dissolution or bankruptcy of the Operator, which is not dismissed within fourteen (14) days after the petition is presented;
- (e) the Operator is or becomes insolvent, or any order is made for the Operator's bankruptcy or winding up or dissolution;
- (f) an administrator, administrative receiver, receiver or similar officer is appointed over the whole or any part of the Operator's business or assets;
- (g) the Operator suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
- (h) violation of the endorsed CMP is found during the adaptive reuse and operation, which the Government deem the continued engagement of the Operator would diminish the heritage value of the Premises;
- (i) the Operator 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, the public interest of Hong Kong, public morals, public order or public safety;
- (j) the continued engagement of the Operator or the continued performance of the Service Agreement is contrary to the interest of national security, the public interest of Hong Kong, public morals, public order or public safety; or
- (k) the Government reasonably believes that any of the events mentioned above is about to occur.

The decision of the Government to terminate the Service Agreement shall be final, conclusive and binding on the Operator. No compensation shall be paid or payable by the Government for any loss or damage whatsoever suffered by the Operator as a result of or arising

from such termination.

- 7.4 Without prejudice to the finalised terms and conditions in the Service Agreement to be executed by the Operator and the Government, the Service Agreement shall include all relevant provisions in this Project Brief as the Government considers necessary and appropriate including but not limited to those set out in **Appendix III** and **Appendix V** as submitted by the selected Applicant and accepted by the Government.

7.5 Duration

Subject to any provision in the Service Agreement for earlier termination, the Service Agreement shall have a duration of three years with effect from the commencement date of the Service Agreement (“Service Agreement Period”). If the Operator intends to renew the Service Agreement, it shall submit an application for renewal for a term of up to three years to the Government for consideration. Such application shall be submitted by the Operator to the Government not less than twelve (12) months prior to the expiry of the Service Agreement. The Government will take into account all relevant factors in considering such application and may accept or reject the application at its absolute discretion.

7.6 Hiring of Facilities and Procurement of Goods / Services

The Operator shall formulate comprehensive hiring and procurement guidelines and procedures in its daily operations. It should exercise utmost prudence and care in hiring of the Premises and procuring equipment, goods or services in relation to the Premises. It should ensure that the hiring of the facilities and procurement of goods or services of any value in relation to the Premises are made in an open, fair and competitive manner and only from those persons who are not its associates or associated persons (i.e. a relative or partner of that person; or a company one or more of whose directors is in common with one or more of the directors of that person or any person who has control, directly or indirectly over / by the mentioned persons), unless the Government has otherwise approved in writing, in order to ensure openness, fairness, competitiveness and value for money. At the same time, the Operator, in formulating the hiring and procurement guidelines and procedures, shall pay due regard to the need to safeguard national security when conducting hiring and procurements regardless of the procurement value, means or types. The Operator shall manage

its procurement to the extent that it can disqualify a tenderer or terminate a contract with a contractor upon the occurrence of any of the following events:

- (a) the tenderer/contractor has engaged or is engaging in acts or activities that are, in the reasonable opinion of the Operator, likely to constitute or cause the occurrence of offences endangering national security or which, in the reasonable opinion of the Operator, would otherwise be contrary to the interest of national security;
- (b) the continued engagement of the contractor or the continued performance of the contract is, in the reasonable opinion of the Operator, contrary to the interest of national security; or
- (c) the Operator reasonably believes that any of the events mentioned above is about to occur.

8 The Proposal

8.1 Principles and Requirements of the Proposal

- (a) An Applicant shall propose and develop its own strategy, positioning, content and the synergistic integration of the arts and culture under the Premises. Subject to compliance with all applicable laws and regulations, an Applicant shall be artistically free to plan, choose, design and run programmes and demonstrate that its plans and programmes are aligned with the overall vision and mission of the Government on arts and culture policy, with a view to developing the Premises into an icon of international arts and cultural exchange.
- (b) An Applicant should create an open and inclusive space for artists and creative teams to develop and/or showcase their work; and should therefore include a lively schedule of arts and culture activities that appeals to a wide spectrum of audiences, and especially those art forms and/or performances that are not readily available elsewhere in Hong Kong and those who are less privileged in terms of resources in pursuing their interests in arts and culture. An Applicant shall deliver a robust programme for public enjoyment and provide interpretation on explanatory

services which help raise the level of interest and the appreciation of arts and culture by different community segments and audience from all walks of life.

- (c) An Applicant shall organise a wide variety of arts and culture programmes throughout the year, with a view to developing the Premises as an icon of international arts and cultural exchange. These events should showcase the diversity and richness of Hong Kong's arts and cultural scene and provide a platform for local and international artists and arts groups to connect and collaborate. An Applicant shall organise programmes such as but not limited to exhibitions, performances, workshops and seminars at the Premises. An Applicant shall also provide displays and guided tours of the historic buildings to the community and visitors free of charge. An Applicant may also propose paid activities, workshops, guided tours etc. to suit their financial proposal as well as the mission of their project.
- (d) In delivering the programmes, an Applicant shall be responsible for designing, purchasing, installing, operating, maintaining and dismantling the relevant hardware and software installations and settings required for the delivery of the programmes; obtaining relevant licenses in connection with the programmes; and managing the events and activities in the Premises properly and safely.
- (e) An Applicant shall refer to the Conservation Guideline at **Appendix I** and devise a Conservation Proposal to demonstrate their strategies to sustain and reveal the cultural significance of the graded historical building in respect of design, interpretation and maintenance aspect.

The Conservation Proposal shall be around ten pages in length. By stating a general project description and objective to demonstrate an Applicant's passion and knowledge for conserving the Premises and their experience in reusing and conserving historic buildings for arts and cultural uses, and describe how the proposed art and culture programmes would bring out the cultural significance of the Premises.

In terms of maintaining the architectural authenticity of the Premises, an Applicant shall substantiate with illustrations and

plans to demonstrate the overall design concept and the proposed allocation of spaces including interpretation areas, and detail the proposed building works which will affect the architectural authenticity and cultural significance of the Premises.

An Applicant shall provide their proposed team structure for the planning, construction and operation stages, state if there will be any engagement of heritage conservation specialist(s) during different stages. An Applicant shall specify those recommended treatments for the architectural features as listed in the Conservation Guideline at **Appendix I** if an Applicant is planning to comply with.

8.2 Information Required in the Proposal

An Applicant should provide the following information in the Proposal by completing and signing **Appendix III** and **Appendix V**:

Appendix III – The Proposal

I. Particulars of an Applicant (Part I of Appendix III)

An Applicant should provide its particulars and its registration information in **Part I of Appendix III**.

II. Brief Description of the Proposal (Part II of Appendix III)

An Applicant should include in **Part II of Appendix III** the objectives of the Proposal; the general descriptions on the proposed use of the Premises, including any hiring policy and arrangements; the general descriptions of the proposed programmes including the design, plan and details of the programmes to be organised at the Premises; and any proposed partnering, collaboration or engagement with other organisations or institutions. Any unique or significant feature(s) of the Proposal should also be highlighted.

III. Justifications for the Proposal (Part III of Appendix III)

A. Programme Plan - Promotion of Arts and Culture

An Applicant shall submit a programme plan with details on the designs, plans and execution strategies of high quality innovative

and interesting programmes using the Premises for arts and culture throughout the Service Agreement Period. The content of the programme plan shall include detailed information to demonstrate the following:

- (a) how the Proposal could contribute to the development of arts and culture in Hong Kong;
- (b) how the Proposal could complement the arts and culture policy as well as the heritage conservation policy of Hong Kong, including developing Hong Kong into an East-meets-West centre for international cultural exchange and cultivating a pluralistic arts scene in Hong Kong which comprises different types and scales of programmes with different scales of arts groups and conserving and revitalisation of historic buildings;
- (c) how the Proposal could develop the Premises into an icon of international arts and cultural exchange;
- (d) how the Proposal could create and enhance partnerships and/or collaborations with other organisations and institutions and international networking which are conducive to providing a broad range of opportunities and support for artists; and
- (e) how the Proposal could attract and engage local, regional and international audiences.

B. Technical Aspects

- (a) Utilisation of the Premises – An Applicant shall provide details of the proposed use of the Premises, viz. the Lower Ground Floor, Ground Floor, First Floor, the Roof and Upper Roof Floor. Drawings and floor plans with clear illustrations should be provided. The proposed design and layout of the Premises shall be compatible with the design and finishing of the existing facilities at the Premises as well as the status of the Premises as Grade 1 historic building currently, while complying with all legal and contemporary technical requirements and standards (e.g. structural and fire safety, protective barriers, barrier free access, sanitary fitments, etc.) as well as facilitating the organising of arts and culture activities and the staging of performances, the provision of food and beverage services and

allocating of suitable area for interpretation of the cultural significance of the Premises.

When planning spaces for arts and culture activities or food and beverage facilities in the Premises, the existing floor loading capacity of the Premises which was designed for domestic use shall be assessed for the new use. Any extensive structural strengthening works or alterations in the Main Site, in particular in the Main Block, shall be avoided. An Applicant shall seek advice from building and structural professionals in designing their proposals.

- (b) Schedule of Accommodation – An Applicant shall provide a detailed schedule of accommodation on the proposed use of all floors and all areas at the Premises.
- (c) Regulatory Requirements – An Applicant shall provide a self-assessment on the likelihood of the Proposal to involve any change of planning and land use; to comply with the Buildings Ordinance (Cap. 123 of the Laws of Hong Kong) and the Town Planning Ordinance (Cap. 131 of the Laws of Hong Kong).
- (d) Licensing Requirements – An Applicant shall indicate the Consent(s) required, if any, for the proposed use of the Premises (see paragraph 5.4 above), and whether or not such Consent(s) has/have been obtained.
- (e) Compliance with Fire Services Requirements and Building Services Requirements – An Applicant shall include an evaluation of whether or not the proposed design and layout of the Premises comply with the relevant and applicable statutory and technical requirements on fire services and building services.
- (f) Conservation Proposal – An Applicant shall submit a Conservation Proposal that demonstrates their strategies in design, interpretation and maintenance to sustain and showcase the cultural significance of the Premises.
- (g) Cost Estimation and Financial Support – An Applicant shall provide a breakdown of the cost estimation on all building, renovation, fitting out works required and all necessary

furniture and equipment to be purchased, etc. An Applicant shall also indicate the source(s) and amount of finance/income for meeting the relevant capital costs.

C. Contribution to the Arts and Culture Sector

- (a) The KPI targets at **Appendix V** include nine different areas (i.e. general operation, venue operation, programmes, audience/participants, marketing and publicity, number of local and international programmes, collaboration projects/events, satisfaction level of visitors and audience, response time to public complaints and enquiries) for objectively benchmarking the performance of the Operator during the Service Agreement Period and to ensure that a wide variety of programmes of different scales, art forms and arts group sizes can be conducted by the Operator in the Premises to cultivate a diverse and pluralistic arts scene. An Applicant shall illustrate with quantitative and qualitative assessments on the proposed performance targets of its Proposal (in Appendix V) and supplement further details on the achievement of the KPIs (in Part III C Contribution to the Arts and Culture Sector of Appendix III).
- (b) On venue operation, an Applicant should indicate the usage rates of facilities and individual venues at the Premises, as well as its proposed plans and strategies on utilisation of the facilities and venues by local and non-local artists/arts groups, etc. (i.e. KPIs under Area 2. venue operation).
- (c) On hosting of public programmes, an Applicant should provide a detailed plan on how to deliver at least 10 student programmes/workshops, 10 open studio/guided tour activities and 24 programmes each year within the Service Agreement Period; describe the contribution to providing opportunities to artists and arts groups, supporting the arts and culture sector, engaging the local community and the general public (i.e. KPIs under Area 3. programmes).
- (d) On building up of audience and participants, an Applicant should explain the calculation basis of the type and number of projected target clients and visitors in the Service Agreement Period and how the targets can be achieved with reference to

the proposed marketing and publicity plans, etc. (i.e. KPIs under Area 4. audience/participants and Area 5. marketing and publicity).

- (e) On collaboration projects/events, an Applicant shall describe the plan for local and international events/activities and explain how the activities can promote cultural exchange between Hong Kong, the Mainland as well as countries/ regions other than Hong Kong and the Mainland and to elevate the artistic excellence of arts groups/artists as well as the profile of Hong Kong with reference to its proposed performance targets (i.e. KPIs under Area 6. number of local and international programmes and Area 7. collaboration projects/events).

D. Financial Viability

(a) Business Plan

An Applicant shall note the following principles and requirements when formulating its business plan:

- (i) The Government will not provide any subsidy or funding for the Proposal. The business plan should illustrate how the Proposal can be delivered on a self-financed and sustainable basis without any Government funding.
- (ii) The creativity, management capabilities and financial capabilities of the Operator are all important factors contributing to the integrated experience of arts and culture when visiting the Premises. The Operator shall take into account the location and accessibility of the Premises and suitably work together with the arts and culture sector, as well as international arts and culture counterparts to drive the development of arts and culture in Hong Kong.
- (iii) The Premises and activities organised therein should be accessible to the public as far as possible. The Operator may engage service provider(s) to provide food and beverage services in the Premises for the general public. All income generated from the food and beverage services shall be used solely for operating or in support

of the operation of the Premises.

- (iv) The Operator is required to organise programmes annually and maintain the services as stated at paragraph 8.2 C above and meet the targets of the KPIs as listed at **Appendix V**. The activities should be open to the public as far as possible. All programmes shall be organised for the promotion of arts and culture to align with the arts and culture policy of the Government and the objectives of the Proposal. The Operator shall formulate and describe the activities or services, implementation methods and operation plans.
- (v) The proposed mix of different uses within different floors of the Premises should take into consideration the demand for services and staffing, analysis of the market, business, pricing and marketing strategies, compatibility with the existing and planned facilities of and around the Premises, financial viability, needs of creative talents and visitors and heritage conservation.
- (vi) The Operator's use of the Premises is subject to limitations, inter alia, that the Government may by prior notice to the Operator use any part of the Premises for its own programmes for which the Operator is not entitled to charge any fee or cost.

(b) Starting Costs

An Applicant should provide the starting costs including the pre-operating expenditure items such as expenditure on consultancy works and renovation works, website set-up and procurement of furniture and equipment.

(c) Projected Income and Expenditure Statement

An Applicant should provide a projected income and expenditure statement for the Service Agreement Period.

(d) Sources of Income

An Applicant should provide details of all sources of income,

including donation, sponsorship and other Government subsidies for programmes organised therein, if any.

(e) Checklist on Financial Information

An Applicant should confirm the following:

- (i) the income and expenditure projections are free of arithmetic errors and inconsistencies;
- (ii) all figures are at current price level (i.e. the price level as at the Application Deadline);
- (iii) Government funding, if any, to finance operating deficit is not included in the income projection;
- (iv) estimates on repairs and maintenance building and equipment have been critically assessed taking into account of any free warranty provided;
- (v) whether donation/Government funding for programmes organised therein is a major source of income and continue to be available;
- (vi) the submission together with the Proposal a complete set of audited financial statements of an Applicant in the past three years preceding the Application Deadline (i.e. ending 2022, 2023 and 2024). If the financial year end of audited financial statement falls beyond 30 June 2024, please submit the ones for the years ending 2021, 2022 and 2023 instead; and
- (vii) the financial projections on salaries and wages comply with the prevailing statutory minimum wage under the Minimum Wage Ordinance (Cap. 608 of the Laws of Hong Kong).

E. Management Capabilities

- (a) An Applicant shall provide a detailed description of its institutional set-up, including staffing structure, number and establishment and job responsibilities of individual staff; the

qualification and relevant working experience requirements in staff recruitment and selection; staff orientation, training and development programmes; organisation chart with posts including managerial positions, holding company/companies and beneficial owners, their respective capital contributions, the form and the terms and conditions of such contributions, the proposed capital structure for undertaking the Proposal and detailed information on shareholders' agreements and Memorandum and Articles of Association.

- (b) An Applicant shall indicate the resources to be deployed to deliver the Proposal, such as programme and venue management personnel for renovation, construction, procurement of goods and services, etc.
- (c) An Applicant shall highlight its track record and experience in organising proposals and/or businesses of similar or relevant nature, if any.
- (d) An Applicant shall describe (i) its history and objectives; (ii) its core services provided; (iii) its sources of income; and (iv) any supplementary information of an Applicant such as support from third-party endorsers, cross-sector collaboration, etc.

F. Performance Monitoring Plan

An Applicant should provide information on the continuous monitoring of its performance throughout the Service Agreement Period in achieving the targets of the KPIs and the objectives of the Proposal, including the follow-up actions and remedial measures to be taken if the KPI targets and/or the objectives of the Proposal cannot be met.

G. Implementation Schedule (Part IV of Appendix III)

An Applicant should provide a detailed implementation schedule for each of the anticipated tasks upon taking over the Premises until re-opening of the Premises and the estimated timeline for completion of such tasks.

H. Key Performance Indicators (“KPIs”) and Targets(Appendix V)

An Applicant shall propose targets for the key performance indicators (“KPIs”, and each a “KPI”) at **Appendix V**, which should be at least on par with the prescribed targets as shown thereat. If an Applicant envisages insurmountable difficulty in meeting the prescribed targets of the KPIs, it should specify so and provide valid reasons at **Appendix V**. An Applicant’s proposed KPI performance shall be substantiated by the content of the Proposal and the Proposal submitted by an Applicant shall form part of the Service Agreement and be delivered as proposed if an Applicant’s Proposal is eventually accepted by the Government. Failure of the Operator to comply with its Proposal would constitute a breach of the Service Agreement.

- 8.3 Each Applicant shall be solely responsible for the costs and expenses incurred in preparing and submitting the Proposal in response to this IFP. The Government shall not be liable for any costs and expenses whatsoever incurred by an Applicant in connection with the preparation or submission of its Proposal and the doing of all acts required for the purpose of this IFP, including all costs and expenses relating to: (a) communication or negotiations with or providing presentation or demonstration to the Government; (b) site visits or surveys made by an Applicant; (c) presenting an Applicant’s reference sites and equipment to the Government during the site visits; and (d) provision of any templates or samples, whether before or after the Application Deadline.

9 Roles and responsibilities of the Operator

- 9.1 The Operator shall propose ongoing minor improvement plans to upkeep and rejuvenate the Premises always as an attractive destination within the Service Agreement Period. The improvement works shall be financed by the Operator solely. This will include all consultancy fees, building works and building services and costs. The consultancy and the construction works contract would be managed by the Operator who shall be accountable to the Government.
- 9.2 The Operator shall provide the Government with such plans, reports, information and materials and at such time as required by the Government from time to time for approval, review, comment or information, including, without limitation, business plans, financial plans, building management plans, contractor performance reports, mid-year progress reports, annual reports, audited financial statements,

information on visitors, customer satisfaction survey results, programmes for arts, culture, tourism, leisure and sports and other relevant information and materials, etc.

- 9.3 The Operator shall have the discretion, subject nevertheless to the approval of the Government and terms and conditions stipulated in the Service Agreement, in the conduct of the businesses under its management purview and may, inter alia, make determination in pricing and other business/trading policies on operations, including but not limited to granting of concessionary terms and benefits, waiving of charges and other similar matters, sales and activities in relation to all businesses in the Premises.
- 9.4 The Operator shall ensure the observance by themselves, their employees, agents, contractors and sub-contractors and by all other persons hired or commissioned by them and admitted to any facilities and venues at the Premises of all applicable laws in Hong Kong including the National Security Laws, and shall not engage in any act or activity which endangers national security as mentioned in paragraph 13 below.

10 Approval of the Government

- 10.1 During the Service Agreement Period, the Operator shall not deviate from its Proposal submitted and shall seek prior approval from the Government in writing for any proposed changes and deviation from its proposed performance KPIs at **Appendix V** as well as all specified aspects of the Proposal at **Appendix III**. Pending the Government's approval, the Operator shall continue to adhere to the original requirements in the Proposal.
- 10.2 The Operator shall obtain the Government's prior written approval and provide the Government with relevant details before carrying out any demolition, addition, installation, alteration, or any other building or maintenance works at the Premises.

11 Assessment

- 11.1 An assessment panel ("Assessment Panel") will be formed to assess the Proposals submitted by the Applicants according to the assessment

criteria set out below and recommend to CSTB on the selection of the Operator through the IFP.

11.2 The Assessment Panel will take into account the following criteria in its assessment of the Proposals:

- (a) Programme Plans and Engagement with the Public (35%)
 - (i) Strategic alignment with the Government's arts and culture policy and objectives of the IFP (the extent to which the Proposal contributes to the development of arts and culture; develops the Premises as an icon of international arts and cultural exchange; and complements the Government's arts and culture policy)
 - (ii) Engagement and outreaching programmes with the public (how the Proposal attracts local, regional and international art and cultural groups, visitors and audiences; extends reach and connectivity; drives partnering and collaboration; brings vibrancy to communities; and manages customer relations)
 - (iii) Programme plans (how the programmes are designed, planned and organised in the Premises; accommodate the needs of different arts forms; and cultivate contents for a wide variety of arts and culture)
- (b) Management Capabilities and Governance (25%)
 - (i) Organisation structure and governance
 - (ii) Track record
 - (iii) Financial performance
 - (iv) Management capacity and resources
 - (v) Potentiality in initiating internal, external collaborations and cross-sector collaboration
- (c) Financial Capacity and Viability (25%)
 - (i) Projected income and expenditure statement

- (ii) Projected operating cost and start-up cost
- (iii) Financial viability and sustainability
- (iv) Ability in fund raising
- (d) Reflection of Value and Technical Aspects (15%)
 - (i) Utilisation of the Premises
 - (ii) Ability to upkeep and enhance the significance of the Premises (including the assessment of the Conservation Proposal)
 - (iii) Mission of an Applicant
 - (iv) Provision of design floor plans and implementation plan for Premises
 - (v) Experience and professionalism of Applicant in capital works and maintenance

11.3 Without prejudice to other provisions of this Project Brief, the Government reserves the right to exclude an Applicant from being further considered on grounds including but not limited to:

- (a) bankruptcy;
- (b) false declarations;
- (c) final judgements in respect of serious crimes or other serious offences;
- (d) professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the contractor/supplier/service provider;
- (e) failure to pay taxes; or
- (f) interest of safeguarding national security.

12 Regular Reports

12.1 The Operator shall submit the following reports to CSTB for

performance monitoring within the Service Agreement Period:

- (a) an annual report within three months after the end of each financial year. The report should summarise the results of each programme and activity carried out during the year, include quantitative data, and achievement of the KPI targets at **Appendix V**;
- (b) a completed statement of accounts audited by an auditor approved by the Government within three months after the end of each financial year within the Service Agreement Period; and
- (c) a business plan for the following financial year three months before the end of the preceding financial year.

13 Safeguarding National Security

- 13.1 It is the constitutional duty for the Hong Kong Special Administrative Region to safeguard national security. All institutions, organisations and individuals in the Hong Kong Special Administrative Region should perform the duty to safeguard national security and shall not engage in any act or activity which endangers national security. The Operator should exercise its professional judgement, highest degree of sensitivity and prudence in assessing any potential national security risks or issues that may be involved in the operation, management, maintenance and development of the Premises.
- 13.2 The Operator shall put in place effective mechanism to ensure that the use of the Premises for any events, operation, procurement and any other activities, etc. is strictly in compliance with the National Security Laws and other relevant laws of Hong Kong. For any hiring and use of the facilities and venues at the Premises, the Operator shall also put in place effective mechanism to ensure that the hirers and users shall ensure the observance by themselves, their employees, agents and sub-contractors and by all other persons hired or commissioned by them and admitted to any facilities and venues at the Premises of the National Security Laws and other relevant laws of Hong Kong, and shall not engage in any act or activity which endangers national security. The Operator shall provide the Government with information relating to the mechanism mentioned in this paragraph and keep the Government informed of any changes to the mechanism.

- 13.3 The Operator shall remain fully liable for any events, operation, procurement and any other activities, etc. 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, the public interest of Hong Kong, public morals, public order or public safety, and shall be fully liable to the Government for the loss or damage suffered by the Government.

14 Sponsorship

- 14.1 An Applicant may accept and acknowledge commercial and/or other organisation's sponsorship for the programmes as specified in the Proposal with the prior consent of the Government. As a general rule, tobacco-related sponsorship or sponsorship which may affect the Government's image shall not be accepted. For programmes targeted at young people under 18, sponsorship/donations from the alcohol and / or tobacco industries should not be accepted.
- 14.2 Sponsorship proposals other than for the programmes of the Proposal will be welcome and will be subject to the deliberation and acceptance of the Government.

15 Disclosure of information to be submitted in the Proposal

- 15.1 The Government may disclose, whenever it considers appropriate, to the public or upon request by any member of the public (which may have been an Applicant) without any further reference to or consent from the successful Applicant or any other Applicant:
- (a) a general and brief description of the Proposal submitted or to be submitted by an Applicant;
 - (b) the engagement by the Government of the successful Applicant under the Service Agreement and the name and address of the successful Applicant; and
 - (c) the date of award of the Service Agreement.
- 15.2 Nothing in paragraph 15.1 above shall prejudice the Government's

power to disclose whenever it considers appropriate information of any nature whatsoever in relation to or concerning any Applicant (successful or unsuccessful) or its Proposal (whether or not the information is specified in paragraph 15.1 above and including information recorded in whatever media) if the disclosure is made under any one of the following circumstances:

- (a) the disclosure of information to any person considered appropriate by the Government for the purpose of processing, evaluating or assessing an Applicant's Proposal;
- (b) the disclosure of information to any person in the Government's exercise of the intellectual property rights granted by an Applicant to the Government hereunder;
- (c) the disclosure of information already known to the Government or the recipient other than as a result of this IFP exercise;
- (d) the disclosure of information that is or has become public knowledge;
- (e) the disclosure of information that is rightfully in the Government's possession prior to the date of an Applicant's submission of the Proposal;
- (f) the disclosure of any information in circumstances where such disclosure is required pursuant to any law of Hong Kong, or an order of a court of Hong Kong or a court or tribunal with competent jurisdiction;
- (g) the disclosure of any information regarding anti-competitive collusive conduct to the Competition Commission of Hong Kong (and other authorities as relevant); or
- (h) without prejudice to the power of the Government under paragraph 15.1 above, to the extent the information relates to or concerns an Applicant, with the prior written consent of an Applicant.

15.3 The Government may use the names of the organisations associated with and the programme information of the successful Applicant in its publications, websites, newsletters, reports and other publicity materials. By submitting a Proposal in response to this IFP, an

Applicant is taken to have given consent to allow the Government to publish and use such information for the purpose of disclosure to the public.

- 15.4 The Government may also use the information submitted by an Applicant in its Proposal for its research or policy development purposes.
- 15.5 If the information provided in the Proposal is insufficient or the supporting documents are missing and the Government's request for additional information, clarification or presentation of the Proposal is not addressed within the specified time frame, the Government reserves the right not to consider the Proposal further.
- 15.6 An Applicant who gives false, inaccurate or incorrect information may have their Proposals revoked and might be subject to criminal liability.

16 Intellectual Property Rights

- 16.1 The Proposals shall not contain any materials infringing any intellectual property rights or any other rights of any person. Applicants shall indemnify and keep the Government, its authorised users, assigns and successors-in-title fully and effectively indemnified against all expenses, claims, demands, costs and liabilities of whatsoever nature arising from or in connection with any such infringement or alleged infringement or related to the exercise by any of them of the rights mentioned in paragraph 16.2 below at any time whether before or after the execution of the Service Agreement.
- 16.2 The Proposal once submitted will become the property of the Government. Proposals of unsuccessful Applicants may be destroyed after the Service Agreement is signed with the successful Applicant. In consideration of the Government considering its Proposal, without prejudice to all other rights and powers of the Government under this Project Brief (including in particular its right to disclose information as mentioned in paragraph 15 above), each Applicant hereby grants or in case it is not empowered to do so, shall at an Applicant's cost procure that the lawful owner of the relevant intellectual property rights or authorised person will grant, to the Government, its assigns, successors-in-title and authorised users, a royalty-free, non-exclusive,

irrevocable, sub-licensable, transferable, worldwide and unrestricted right and licence to use or exercise all or any intellectual property rights subsisting in its Proposal, and materials in relation to its presentation and demonstration (including but not limited to doing any of the acts restricted by copyright under sections 22 to 29 of the Copyright Ordinance (Cap. 528 of the Laws of Hong Kong)) for the purposes of assessment of the Proposal, monitoring the performance of the Service Agreement, audit, record keeping, the disclosure as mentioned in paragraph 15 and for all other purposes incidental thereto or in connection therewith (including resolution of any dispute arising from the IFP). Such right and licence shall continue to subsist so long as such intellectual property rights subsist in the Proposal (or any part thereof), and materials in relation to its presentation and demonstration under any applicable law, including the laws of Hong Kong.

17 Application Deadline and Submission of Proposals

- 17.1 The IFP is now open for submission of Proposals and the IFP documents can be downloaded from the CSTB website at www.cstb.gov.hk.
- 17.2 Eligible organisations interested in submitting a Proposal in response to this IFP may prepare its Proposal either in English or in Chinese using the forms at **Appendix III** and **Appendix V**, to be duly completed and signed, and submit the same with one original plus eight hard copies and one soft copy (in compact disc MS Word format) in a sealed envelope marked “Invitation for Proposals for operating, managing, conserving and revitalising for arts and culture use Haw Par Mansion situated on 15A Tai Hang Road, Wan Chai, Hong Kong”, which shall be **delivered by hand** during office hours (Mondays to Fridays: 9:00 a.m. - 5:30 p.m. except public holidays) to the following address:

Culture Division (2), Culture Branch
Culture, Sports and Tourism Bureau
13/F., West Wing, Central Government Offices
2 Tim Mei Avenue, Tamar
Hong Kong

- 17.3 The closing date and time for submission of Proposals is

27 January 2025 (5:30 p.m.) (“Application Deadline”). Late Proposals or Proposals submitted by fax, mail, email or in other digital forms shall **not** be accepted or processed by the Government.

- 17.4 In case Tropical Cyclone Warning Signal No. 8 or above is hoisted or Black Rainstorm Warning Signal is in force for any duration between 2:00 p.m. and 5:30 p.m. on the day of the Application Deadline, the date and time of the Application Deadline will be extended to 5:30 p.m. on the next working day.
- 17.5 Applicants may be required to present or demonstrate the Proposal to the Assessment Panel if deemed necessary.
- 17.6 In case of any discrepancies between the English and the Chinese versions, the English version will prevail.

18 Government Discretion

- 18.1 The Government reserves the right, at its absolute discretion, not to accept any Proposal submitted in response to this IFP.

19 Personal Data Provided

- 19.1 All personal data provided in a Proposal will be used by the Government for the purposes of the IFP (including for the purposes of processing, assessing and consideration of the Proposals, selection of the successful Applicant, award and execution of the Service Agreement with the Operator, and all auxiliary purposes in relation thereto).
- 19.2 By submitting a Proposal, an Applicant is regarded to have agreed to, and to have obtained from each individual whose personal data is provided in the Proposal, his consent for the disclosure, use and further disclosure by the Government of the personal data for the purposes set out in paragraph 19.1 above.
- 19.3 The personal data provided by an Applicant in response to this IFP may be disclosed to other Government Departments for verification and reference checking should the needs arise.

19.4 An individual to whom personal data belongs and a person authorised by him in writing has the right of access and correction with respect to the individual's personal data as provided for in sections 18 and 22 and Principle 6 of Schedule 1 to the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong). The right of access includes the right to obtain a copy of the individual's personal data provided in the Proposal.

19.5 Enquiries concerning the personal data collected by means of this IFP, including the making of access and corrections, should be addressed to the Personal Data Privacy Officer of CSTB.

20 Announcement of Outcome

20.1 It is planned that all Applicants will be informed of the outcome of their applications tentatively by April 2025. The Government reserves the right to change the actual date of announcement of the outcome of this IFP as it considers necessary.

21 Site Visit and Briefing Session

21.1 A site visit and briefing session will be held to explain the expectations and requirements of this IFP. Details of the site visit and briefing session are as follows:

Site Visit

Date : 17 October 2024 (Thursday)
Time : 4:00 pm to 5:30 pm
Venue : Haw Par Mansion, 15A Tai Hang Road, Wan Chai,
Hong Kong

Briefing Session

Date : 24 October 2024 (Thursday)
Time : 3:00 pm to 4:00 pm
Venue : Conference Room 2125, 21/F West Wing, Central
Government Offices,
Tamar, Admiralty, Hong Kong
(may be conducted online)

- 21.2 All interested organisations are recommended to attend both the site visit and briefing session before submitting their Proposals. Interested organisations who wish to send representative(s) to attend the site visit and/or briefing session on their behalf should fill in the reply slip at **Appendix VI** and return it by fax (Fax No.: 2802 4893) or by email (cstb_ifphpm_enq@cstb.gov.hk) before 12:00 noon on 4 October 2024 (Friday).

22 Enquiries

For enquiries, please contact:

Miss Katherine PONG

Assistant Secretary (Culture)²

Tel No. : 3509 8080

Fax No. : 2802 4893

Email : cstb_ifphpm_enq@cstb.gov.hk

Address : Culture Division (2), Culture Branch
Culture, Sports and Tourism Bureau
13/F, West Wing, Central Government Offices
2 Tim Mei Avenue, Tamar, Hong Kong

Culture, Sports and Tourism Bureau
September 2024