

**LEGISLATIVE COUNCIL PANEL ON  
PLANNING, LANDS AND WORKS**

**Progress Report on the Development of  
the West Kowloon Cultural District**

**Purpose**

This paper reports on the progress of the development of the West Kowloon Cultural District (WKCD) project since the last update provided in October 2004, and informs Members of the detailed arrangements for the public consultation on the screened-in Proposals.

**Background**

2. The Government has received five Proposals in response to the Invitation for Proposals for development of the WKCD by the close of submission on 19 June 2004. The Government has screened these Proposals against the Mandatory Requirements and announced at the Legislative Council (LegCo) on 10 November 2004 the screening result and the public consultation on the screened-in Proposals<sup>1</sup>.

**Public Consultation**

3. While the assessment process is still continuing, the Government has decided to bring forward the public consultation exercise from early 2005 to mid-December this year. The public consultation will include exhibitions displaying the screened-in Proposals, discussion forums and separate briefing sessions for the LegCo and relevant statutory and advisory bodies. It will last for more than three months from 16 December 2004 to end March 2005.

4. We have requested the screened-in Proponents to prepare their respective exhibits including scale models and display panels, as well as fact sheets for distribution to the public. Under the agreement reached

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<sup>1</sup> Details of the screening result are set out in the speech made by the Chief Secretary for Administration at the LegCo on 10 November 2004 and the Legislative Council Brief on Development of the West Kowloon Cultural District: Screening Result of Proposals dated 10 November 2004.

with Government, each Proponent is responsible for presenting their individual Proposals at discussion forums and briefing sessions. The briefing session for Members is tentatively scheduled for 16 December 2004.

5. To ensure a level playing field for all Proponents participating in the public consultation, to encourage the Proponents to present a true and fair view of their Proposals as submitted in June 2004, and to facilitate the orderly organization of various consultation events, we have requested the Proponents to sign a document “Certification, Undertaking and Indemnity” (CUI), at Annex. The CUI signed by the Proponents has been uploaded on the WKCD project website for public reference. Briefing for Members scheduled for 16 December 2004 forms part of the public consultation exercise. Accordingly, the CUI will apply to the three Proponents when they attend the Panel meeting.

6. We have also drawn up relevant ground rules for the Proponents to observe at the public consultation events including exhibition and discussion forums. The ground rules are also uploaded on the WKCD project website for public reference.

7. The exhibition will start from 16 December 2004 and end on 28 March 2005 covering a total period of more than three months. It will first be staged at the Special Exhibition Hall of the Hong Kong Science Museum until 31 January 2005 and continue in the Exhibition Hall of the Hong Kong City Hall until 28 March 2005. The exhibition will show details of the screened-in Proposals, including the technical aspects, operation, management and maintenance aspects of the arts and cultural facilities and other key development features of the project. Contents of the display panels will be uploaded on the WKCD project website.

8. To complement the main exhibition, a number of smaller scale exhibitions will also be staged in the districts<sup>2</sup>, so as to enhance public awareness of the Proposals.

9. A number of discussion forums will be held shortly after the opening of the main exhibition to solicit public views on the screened-in Proposals from various sectors of the community. They include

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<sup>2</sup> The venues include Hong Kong City Hall, Hong Kong Central Library, Ngau Chi Wan Civic Centre, Tsz Wan Shan Shopping Centre, Hong Kong Cultural Centre, Sha Tin Town Hall, Tsuen Wan Town Hall, Tuen Mun Town Hall, Cheung Sha Wan Government Offices, King Lam Neighbourhood Community Centre, Admiralty MTR Station and Kowloon Tong MTR Station.

representatives of the local community, arts and cultural groups and relevant professional bodies. These forums will be open to the media. Depending on public demand, more discussion forums can be arranged.

10. Comment cards will be distributed to members of the public visiting the exhibition and attending the discussion forums. The comment card will be uploaded on the WKCD project website for the general public to access and respond. Details of the arrangements for the public consultation events will also be published on the website. Apart from filling in the comment cards at the exhibition venue, the public can also submit their views by letter, fax and e-mail. After the public consultation has completed, we will let the public know the views collected. We will also present to Members the public views collected. The public views collected will be taken into account in the process of negotiation and selection of a preferred Proposal.

### **Next Steps**

11. We will continue to conduct detailed assessment of the screened-in Proposals. Upon completion of the detailed assessment and taking into account the public views, we may shortlist one or more Proponents for the purpose of negotiations. After we have selected a preferred Proposal through negotiations, we will submit the preferred development scheme to the Town Planning Board (TPB) for consideration and agreement. We will also consult LegCo. We will take into account the views of LegCo and TPB on the preferred Proposal before making recommendation on the selected Proposal to the Chief Executive-in-Council for approval. Subject to the Chief Executive-in-Council's approval, we will sign a Provisional Agreement with the Successful Proponent.

12. . After the Government has signed a Provisional Agreement with the Successful Proponent, the Government will submit the agreed development parameters of the selected scheme to the TPB for inclusion as amendments to the draft South-west Kowloon Outline Zoning Plan (OZP), which will be published for public inspection and comment. Development parameters under scrutiny include the development mix and intensity, such as the gross floor area for different uses, permissible plot ratio and maximum building heights, and open space requirements.

13. The revised draft OZP will then go through the normal statutory plan-making process in accordance with the provisions of the Town

Planning Ordinance, including gazettal of the revised draft OZP for public inspection, objection hearing procedures and further amendments, if necessary, before submission to the Chief Executive-in-Council for approval.

14. The Successful Proponent will also be required to comply with other relevant statutory and administrative requirements such as the undertaking of Environmental Impact Assessment (EIA) under the EIA Ordinance and traffic impact assessment. After all the necessary statutory procedures including the plan-making process have been completed, and subject to satisfactory negotiation of the Project Agreement and the satisfactory performance of the Successful Proponent's obligations under the Provisional Agreement, we will put forward a recommendation to the Chief Executive-in-Council for approval of the terms of the Project Agreement. Subject to the approval of the Chief Executive-in-Council, we will enter into the Project Agreement with the Successful Proponent.

15. According to the current timetable, commencement of construction works in the WKCD site is estimated to be in April 2007. The core arts and cultural facilities are scheduled to be completed in phases between 2011 and 2013. This estimated timetable would need to be adjusted in light of the progress made in each stage of the development of the project.

16. We will continue to keep Members informed of progress of the project.

**Housing, Planning and Lands Bureau  
November 2004**

# Public Consultation on the development of West Kowloon Cultural District

## Certification, Undertaking and Indemnity

**Contents of the following document duly completed and signed by the Proponent and its Chief Executive Officer will be made available by the Government to the public during the Public Consultation on the Proposals for the development of the West Kowloon Cultural District.**

To: The Government of the Hong Kong Special Administrative Region of the People's Republic of China ("Government")

### **Recital**

Whereas the Government intends to arrange for public consultation in accordance with Section 3.1.5 of the IFP on Proposals received for the development of the West Kowloon Cultural District which have passed the Stage One screening process<sup>Note</sup>.

### **Interpretation**

- "Activities" means the exhibitions, presentations, discussion forums and other activities as may be conducted or attended by the Proponent during the Public Consultation;
- "IFP" means the Invitation for Proposals issued by the Government on 5 September 2003 and as defined therein;
- "Materials" means all the information, documents and materials referred to in Article 1.1 (a) and includes without limitation:
- (i) all works of design, authorship, models, display panels, exhibits, summaries, fact sheets, briefings, slides/powerpoint presentations, videos, DVDs, diagrams, drawings, charts, tables, graphs, pictures, photographs, plans, opinions, comments, specifications, formulae, data, collected, compiled, developed, produced or created by the

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<sup>Note</sup> The Government's decision to screen-in the Proposals which have met the MANDATORY REQUIREMENTS is conditional upon the screened-in Proponents' continuous compliance with the MANDATORY REQUIREMENTS (except for those which have been spent e.g submission of Proposals by noon on 19.06.2004 but including those which are either required to be performed in future or required to be satisfied historically but final verification of which cannot be conclusive at the existing stage).

Proponent, its consultants, sub-contractors, and their directors, officers, employees, agents in relation to, for the purpose of and/or in the course of the Public Consultation which are recorded or stored by whatever means in whatever form or media;

- (ii) all statements, comments, responses and answers given by the Proponent during the Activities; and
- (iii) all documents, certificates, statements and other information (oral or written) which are furnished or distributed to the Government or the public in connection with the Project;

“Proponent” means the company referred to in Article 1.1 being the signatory to this document;

“public” means the public, any section of the public, media and any and all interest groups;

“Public Consultation” means the public consultation to be arranged by the Government in accordance with Section 3.1.5 of the IFP; and

“Venue” means the premises as referred to in Article 1.1 and such other venue(s) as may be provided by the Government to the Proponent and other screened-in Proponents in connection with the Public Consultation.

- (i) Unless the contrary is stated expressly or by necessary implication, the singular includes the plural and vice versa; words importing a gender include both of the other genders.
- (ii) The heading to clauses or paragraphs of this document are for ease of reference only and shall not affect the interpretation or construction of this document.
- (iii) Unless otherwise specified or the context otherwise requires, capitalised terms and expressions used in this document shall have the same meanings ascribed to them in the IFP.

### **Certification and Undertaking**

1.1 In consideration of the Government providing the venue at \_\_\_\_\_ for exhibiting our Materials during the Public Consultation, I, \_\_\_\_\_, the Chief Executive Officer of \_\_\_\_\_ whose registered address is at \_\_\_\_\_, for myself and on behalf of the Proponent, hereby jointly certify, warrant and undertake to the Government that:

- (a) we shall provide Materials which include (without limitation) one or more:
  - (i) display panels;
  - (ii) videos in English, Cantonese and Putonghua;
  - (iii) block models of non-transparent materials showing the massing rather than detail in the scale of 1:3000 in colour other than pure white;
  - (iv) information pamphlets containing such mandatory information as may be required by the Government; and
  - (v) physical models which include one physical model for the development and two cross-sectional models for Theatre A and Performance Venue referred to in Annex 2.4 of Volume Two of the IFP and submitted by the Proponent to the Government on or before 19 June 2004;
  
- (b) the Materials including without limitation the Materials referred to in Article 1.1(a) and the Activities, notwithstanding Article 1.2,
  - (i) state, show, present and convey, as the case may be, clearly, correctly and completely in all material respects our Proposal and give a true and fair view of the contents of our Proposal;
  - (ii) are/will not be inconsistent with any contents of our Proposal; and
  - (iii) will not mislead the public or misrepresent or misstate our Proposal; and
  
- (c) none of the Materials and Activities contains, shows, presents or conveys any untrue or incorrect statement of a material fact, or omits any statement of a material fact required to be stated or given or necessary in order to make the statements contained or given in the Materials and Activities not misleading or untrue.

The undertakings, warranties and indemnities given to the Government herein are given by me and the Proponent jointly.

- 1.2 We hereby further certify, warrant and undertake jointly that none of the information contained in our Financial Proposal (save for the information which is also contained in our Technical Proposal, Operation/Maintenance/Management Proposal and/or Proponent's Profile) has been or will be included in our Materials and Activities for the Public Consultation.
  
- 1.3 We undertake not to disparage other Proponents including their Associates and Associated Persons, or the Proposals of other Proponents in conducting our Activities and to confine our Materials and Activities strictly to our Proposal.
  
- 1.4 We agree that:

- (a) any views, representations or comments given by the Government on the Materials do not represent Government's endorsement that our obligations under this Article 1 have been duly performed and do not in any way alleviate our obligations thereunder; and
- (b) our Materials and Activities do not form part of our Proposal or any Revised Proposal.

### **Consequence of Breach**

2.1 If there is in the reasonable opinion of the Government a breach by me or the Proponent of any provisions of Article 1, we undertake, upon Government's request, to take any or all of the following actions:

- (a) withdraw and remove immediately any or all of our Materials from the Venue and Public Consultation;
- (b) cease any or all of the Activities and the distribution or making available in any manner of any or all of our Materials to the public immediately;
- (c) rectify the Materials forthwith;
- (d) promptly cause public announcements to be published in at least two (2) Chinese newspapers and one (1) English newspaper of the misrepresentations, discrepancies, inconsistencies, errors and/or omissions in or from our Materials and Activities and the Government's request to rectify the same; and/or
- (e) take such other remedial measures as may be directed by the Government.

2.2 If there is in the reasonable opinion of the Government a breach by me or the Proponent of any provisions of Article 1 and/or Article 2.1, we agree that the Government is entitled to:

- (a) by notice in writing immediately suspend or terminate any or all of our Activities;
- (b) remove at our sole cost and expense any or all of our Materials from the Venue and stop the further distribution or making available of any or all of our Materials to the public;
- (c) direct rectification of the Materials;
- (d) cause public announcements referred to in Article 2.1(d) to be published at our sole cost and expense; and/or
- (e) direct such other remedial measures to be taken by me or the Proponent.



### **Responsibility for the Materials**

- 3.1 The Public Consultation and any statements or representations made by us during the Public Consultation do not and will not constitute or imply any approval or endorsement by the Government of our Materials, Activities or our Proposal.
- 3.2 We assume full responsibility for the Activities and contents of our Materials. The Activities and contents of our Materials pertaining to our corporate information, views and Proposal are purely our contributions and have nothing to do with the Government.
- 3.3 We agree that the Government has and will have no responsibility for the Activities and contents of our Materials.

### **Fair competition**

- 4.1 We undertake not to engage in conduct, permit or cause to be done any acts and practices, directly or indirectly, which, in the opinion of the Government, have the purpose or effect of preventing or substantially restricting competition in connection with or in relation to the Project.
- 4.2 Such acts or practices shall include, without limitation, the disclosure to or entering into any agreement, arrangement or understanding with (and whether or not having legal effect) other Proponents in respect of any pricing or financial-related information or any aspects of our Financial Proposal.

### **Mode and Duration of Public Consultation**

5. We agree that the Government may at its sole and absolute discretion determine the mode and duration of the Public Consultation, including without limitation, the lieu, duration, date, time and number of the exhibitions, presentations and discussion forums to be held.

### **Indemnity**

6. To the full extent permitted by law, we undertake to indemnify the Government, its employees and agents against and hold them harmless from (1) any and all claims, actions, investigations, liabilities, demands, proceedings or judgments, threatened, brought or established against the Government, its employees and agents; and (2) all losses, damages, costs, charges or expenses (including legal costs) which arise directly or indirectly in connection with or out of, or relate in any way to:
  - (a) our Materials and/or Activities (including infringement or alleged infringement of the intellectual property rights of any third party);

- (b) the use of the Venue or any property therein, or any tortious acts or omissions in respect thereof, by or on behalf of the Proponent; or
- (c) any breach by me and/or the Proponent, or on my and/or our behalf, of any of the provisions, warranties and undertakings contained herein.

**[Please apply company chop]**

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Name:  
Position: Chief Executive Officer  
For and on behalf of  
[Name of Proponent]  
Date:

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Name of Witness:  
Position:  
Date:

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Name:  
Chief Executive Officer  
Date:

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Name of Witness:  
Position:  
Date: