Development of the Kowloon City Themed Walking Trail

Invitation for Proposal

市區更新基金
Urban Renewal Fund

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1. INTRODUCTION

1.1 The District Urban Renewal Forum (DURF) is one of the major highlights of the new "Urban Renewal Strategy" promulgated by the Government in 2011. As the first DURF in Hong Kong the Kowloon City DURF was established in June 2011 with the mission of formulating the Urban Renewal Plan (URP) for Kowloon City.

1.2 Based on the results of different studies and a series of public engagement activities, the Kowloon City DURF formulated and submitted the URP to the Government in January 2014 for consideration and follow-up, with proposals on areas suitable for redevelopment, rehabilitation and revitalisation in the district as well as on optimizing land resources and improving the local environment. The URP is also a document that can serve as a reference for the public and different organizations. Details of the URP can be downloaded from the DURF website: www.durf.org.hk.

1.3 The development of the Kowloon City Themed Walking Trail is one of the recommendations of the URP.

1.4 In line with its commitment to support heritage preservation and district revitalisation initiatives in the urban renewal context, the Urban Renewal Fund (URF) intends to provide funding to the development of the Themed Walking Trail and to invite Proposals from interested organizations to carry out the Project.

2. OBJECTIVE OF THE INVITATION FOR PROPOSAL

2.1 In April 2016, the URF conducted an Invitation for Expression of Interest (EOI) to ascertain the nature and extent of interests as well as the underlying concepts of the organizations that may be interested in the Project on the development of the Kowloon City Themed Walking Trail. The purpose is to collect views and ideas from relevant organizations on a non-committal basis.

2.2 The Invitation for EOI was closed in June 2016 with encouraging responses from interested organizations. The EOI submissions provided the URF with useful information and better understanding on the organizations' ideas and concerns that are beneficial to the further planning of the Project.

2.3 In this background, the URF now invites Proposals from interested organizations to implement the development of the Kowloon City Themed Walking Trail. It is the URF's intention to provide funding to the Successful Proponent to carry out the Project.

2.4 This Invitation for Proposal (IFP) is independent from the afore-mentioned Invitation for EOI. Interested organizations are invited to respond to the IFP regardless of whether or not they have previously responded to the Invitation for EOI.

2.5 For ease of reference, meanings ascribed to the major terms mentioned in this IFP are as follows:

i. Funding: means the money provided to Successful Proponent to carry out the Project, which comprises three components, namely project hardware, project software and upkeeping. The term "Grant" in this IFP carries the same meaning as "Funding".

ii. Interested Organization: means the organization that may be interested in the Kowloon City Themed Walking Trail

development Project and in exploring opportunity to participate in the Project through the IFP.

iii. Project: means the Project on the development of the Kowloon City Themed Walking Trail which includes the different project components as mentioned in the later parts of the IFP.

iv. Proponent: means the organization submitting a proposal in response to the IFP.

v. Proposal: means a proposal and any revised proposals submitted by a Proponent in response to the IFP and any amendments and changes thereto.

vi. Successful Proponent: means the organization selected by the URF to carry out the Project through the IFP.

3. OVERVIEW OF THE PROJECT

Aim of the Project

3.1 Based on the recommendation of the Kowloon City DURF as spelt out in Paragraphs 6.4.6.11 to 6.4.6.24 of the URP, the Project aims to develop the Themed Walking Trail in the related areas of Kowloon City to connect and consolidate existing and planned major historic and cultural facilities as well as public activity spaces and transportation nodes for the public to enjoy.

3.2 The URF intends to engage an organization with the experience, capability and commitment to carry out the Project with concrete and quality deliverables under the three project components as mentioned in the later parts of the IFP, which include: project hardware, project software and upkeeping.

Routes of the Themed Walking Trail

3.3 The following figure shows the proposed four routes of the Themed Walking Trail: namely Waterfront Leisure Walk, Community Art Walk, Local Cultural Walk and Walled City Historical Walk. The Long-Term Enhancement parts (illustrated in dotted lines) are not included in the Project.

(Source: Figure 37, P.58, Urban Renewal Plan for Kowloon City)

3.4 The Successful Proponent shall be responsible for all the proposed four routes in the development of the Themed Walking Trail.

3.5 Flexibility is allowed for the Proponents to amend the proposed routes, for example the alignment of the Trail and the attractions along the routes. Moreover, the Proponents may also propose additional route(s) besides the four routes to include other important attractions in Kowloon City.

Project Components

3.6 The Successful Proponent shall be responsible for designing, installing, operating and maintaining the Themed Walking Trail. The Project comprises three components, namely project hardware, project software and upkeeping.

3.7 The meanings of the three Project components are as follows:

i. "Project Hardware" - related to the design and physical installations of the Trail;

ii. "Project Software" - related to the programmes and events to facilitate the public to enjoy the Trail and means to promote public participation; and

iii. "Upkeeping" - related to the day-to-day management and maintenance of the Trail, including the installations thereon and the footpaths, if any.

Project Implementation

3.8 Based on the Successful Proponent's Proposal and the negotiations between the URF and the Successful Proponent on the terms of the Proposal, if any, the URF will enter into an Agreement with the Successful Proponent covering the period of the Project including the commencement date and the completion date, and the amount of

funding to be provided to the Successful Proponent to carry out the Project under the approved budget.

3.9 The Successful Proponent is required to complete at least one of the proposed four routes at the end of the second year since the commencement of the Project and to complete all the proposed four routes and the additional routes, if applicable, at the end of the fourth year.

3.10 In relation to the requirement mentioned in Paragraph 3.9, the Proponent will propose the duration of the Project, which covers the completion of all the routes as well as the project software and upkeeping in its proposal as mentioned in Paragraph 8.2.

4. ROLES AND RESPONSIBILITIES

The URF's Roles and Responsibilities

4.1 To provide funding to the Project on the development of the Kowloon City Themed Walking Trail through its Urban Renewal Heritage Preservation and District Revitalisation Funding Scheme.

4.2 To monitor the Project and receive reports on progress of the Project.

4.3 To offer help to the Successful Proponent in collecting comments from relevant government departments, seeking support of local community and obtaining advice of professional institutes and other organizations, as and when appropriate.

The Successful Proponent's Roles and Responsibilities

4.4 To carry out the Project to develop the Kowloon city Themed Walking Trail as afore-mentioned in Paragraphs 3.4 to 3.7.

4.5 To take up further responsibilities when carrying out the Project which include but not limited to:

i. Obtaining the required licenses and approval from the relevant government departments;

ii. Complying with all laws, as well as professional codes and standards, applicable in Hong Kong; and

iii. Addressing the concerns that may be expressed by the local community and the public on the Project.

5. ELIGIBILITY OF PROPONENTS

5.1 Eligible Proponents include non-governmental organizations, educational institutions and professional bodies, and business entities taking up the Project as part of their CSR programmes or in partnership with not-for-profit organizations.

6. FINANCIAL ARRANGEMENTS

6.1 Any income derived from the Project must be used to further the Project's aim.

6.2 The Successful Proponent shall keep a separate interest-bearing Hong Kong Dollar account with a bank licensed in Hong Kong for the Project.

6.3 Payments shall be made to the Successful Proponent in accordance with a schedule of payment shown on the Grant Agreement between the URF and the Successful Proponent.

6.4 Expenses incurred before the commencement date of the Project will not be reimbursed by the URF. Applications for supplementary grant will not normally be considered. The URF accepts no liability for deficits arising from the Project.

6.5 Following the completion of the Project, any unspent amount of grant shall be returned to the URF.

6.6 Where circumstances justify, the URF may withhold or reclaim any payment from the Successful Proponent in accordance with the Grant Agreement.

6.7 The Successful Proponent shall ensure that the purchase of goods and services in relation to the Project be made on a competitive basis by obtaining tenders/quotations from a number of suppliers to ensure openness and value for money.

6.8 Project staff shall be recruited through an open and fair procedure.

7. OBLIGATIONS OF THE SUCCESSFUL PROPONENT

Grant Agreement

7.1 The Successful Proponent will be required to enter into a written agreement (Grant Agreement) with the URF. The Grant Agreement, together with the IFP, the Proposal submitted by the Successful Proponent, as well as all requirements, directions and orders relating to the Project as may be prescribed or made by the URF, constitute the completed terms and conditions of the grant to be provided by the URF to the Successful Proponent.

7.2 The Grant Agreement will cover matters including, but not limited to, obligations of the Successful Proponent, payment of the grant, intellectual property rights arising from the Project material, confidentiality, procurement of goods and services and an early termination clause. A standard form of the Grant Agreement may be made available to Proponents for perusal upon request.

Regular and Final Reports

7.3 The Successful Proponent will be required to submit half-yearly progress reports and financial statements within one month following the end of the six-month period.

7.4 The Successful Proponent will be required to submit a final evaluation and financial report within four months following the agreed completion date of the Project.

Audited Account

7.5 The Successful Proponent will be required to submit an annual audited account within four months following the end of its financial year.

7.6 The Successful Proponent will be required to submit the last audited account of the Project within four months following the agreed completion date of the Project.

Meeting/Visit

7.7 Meetings with the Successful Proponent or visits to the Project may be arranged for the Board Directors of the URF as and when necessary.

Forum

7.8 The URF may hold public forums from time to time for the sharing of experience on the Project and the Successful Proponent may be required to attend and participate in the forums.

Insurance

7.9 The Successful Proponent shall procure appropriate insurance policies for carrying out the Project.

7.10 The Successful Proponent is required to indemnify the URF against any claim that may arise throughout the Project.

8. PREPARATION AND SUBMISSION OF PROPOSAL

Preparation of Proposal

8.1 Interested organizations are invited to respond to the IFP by submitting a Proposal on the Project.

8.2 The Proposal shall comprise the following information:

i. Basic information on the Proponent

ii. Basic information on the partner organizations, if any, and their specific roles in the Project

iii. Project plan and deliverables for the three components of the Project: project hardware, project software and upkeeping, including layout plans to show the proposed outline design if applicable

iv. Technical statements on the components of the Project

v. Compliance with relevant regulations and requirements, including the requirements/standards of relevant government departments for the installations of the Trail and the footpaths, if any, and for facilitating the future maintenance after Project completion

vi. Duration of the Project

vii. Project implementation plan, with a timetable clearly identifying the critical paths, different work phases, milestones and key dates

viii. Composition of the implementation team and the respective roles of team members

ix. Estimated costs of the Project, with specification on the estimated costs per year for the upkeeping of the Themed Walking Trail after the completion of all the routes, including the repair and maintenance costs of the installations thereon and the footpaths, if any

x. Monitoring and evaluation mechanism

xi. Outputs/Outcomes of the Project, both quantitative and qualitative

xii. Relevant experience and familiarity of the Proponent with projects of similar nature

xiii. Any other proposed outputs/services

xiv. Declaration of interests of the major involved parties

Manner of Submission

8.3 The Proposal must be submitted in duplicate, plus a disk copy in the following manner:

i. Put in sealed envelope and marked "Confidential" and "IFP for the Development of the Kowloon City Themed Walking Trail".

ii. Delivered by hand at or before 12:00 noon on 10 March 2017 to the following address:

Urban Renewal Fund
Unit 1012, 10/F
Tower 2, Cheung Sha Wan Plaza
833 Cheung Sha Wan Road
Kowloon

iii. In the event of a black rainstorm warning or a typhoon signal no. 8 or above being in force between 9:00am and 12:00pm on

10 March 2017, the deadline for submission will be extended to 12:00pm on the next working day.

8.4 Late submission of Proposals or Proposals not submitted in the above manner will not be accepted.

9. ASSESSMENT OF PROPOSALS

Assessment

9.1 Proponents shall ensure that their Proposals cover all the aspects as required by the IFP. Proposals containing false or misleading statements may be rejected if such information is intended to misguide the assessment of the Proposals.

9.2 The URF will take into account the following areas in its assessment of the Proposals:

i. Proposed scheme, work plan and deliverables (20%)

ii. Technical and management capability (20%)

iii. Proposed costs (30%), including but not limited to

- Detailed cost plan with reasonable breakdowns
- Appropriate assumptions and bases of calculations on expenditure items
- Prudent, realistic and cost-effective budget

iv. Relevant experience and familiarity with the Project (20%)

v. Proposed value-added outputs and services (including innovation elements) (10%)

Presentation to the URF

9.3 Shortlisted Proponents will be invited to present their Proposals to the Board of the URF.

9.4 As a token of appreciation, URF will make a payment of $20,000 to each of the Shortlisted Proponents.

Acceptance of Proposal

9.5 The acceptance of any Proposal will be at the sole discretion of the URF. The URF shall not be bound to accept any Proposal or to give any justification for its decision.

9.6 All Proposals submitted by the Proponents shall be valid for acceptance for a period of 90 days from and including the closing date for the submission of the Proposals.

10. CANCELLATION OF THE INVITATION FOR PROPOSAL

10.1 The URF has the right to cancel the IFP at any time before the deadline for submission without giving any reasons, which decision shall be binding and conclusive on all Proponents or interested organizations.

11. NOTES ABOUT PERSONAL DATA OF THE PROPONENTS

Purposes of Collection

11.1 The personal data provided as part of the Proposal will be used by the URF to process this IFP. The provision of personal data by means of the Proposal submission is voluntary.

Classes of Transferees

11.2 The personal data provided by means of the Proposal submission may be disclosed to other organizations for the purposes mentioned above.

Access to Personal Data

11.3 Proponents will have the right of access and correction with respect to personal data as provided for in Sections 18 and 22 and Principle 6 of Schedule 1 of the Personal Data (Privacy) Ordinance, Cap.486. The Proponent's right of access includes the right to obtain a copy of the personal data provided in the Proposal submission.

Enquiries

11.4 Enquiries concerning the personal data collected by means of the Proposal submission to the URF, including the provision of access and making of corrections, should be addressed to the Secretariat of the URF.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 The Proposals shall be the original work of the Proponents and shall not contain any materials infringing any third party intellectual property rights.

12.2 In making the Proposal submissions, interested parties shall be deemed to have granted to the URF freely transferable, royalty-free and irrevocable license to use, adapt and modify the ideas and Proposals submitted and all intellectual property rights subsisting in the submissions for all purposes in respect of or in connection with the Project.

12.3 The URF shall be entitled to disclose or make copies of any or all of the submissions for the purpose of considering the Kowloon City

Themed Walking Trail Proposals and to keep such copies for record purpose.

13. DISCLAIMER

13.1 By the Proposal submissions, Proponents are deemed to have accepted all the terms stated in this document for the IFP.

13.2 This document does not constitute any offer or invitation or solicitation of any offer in connection with the Project described herein. Neither this document nor any activities in connection therewith shall create any legal obligations or liabilities in any way on the part of the URF. Neither this document nor anything contained herein shall form the basis of any contract or commitment whatsoever.

13.3 Plans and proposals contained or contemplated in this document may not proceed and no warranty or undertaking is given thereof.

13.4 Each Proponent shall be solely responsible for the fees, costs and expenses incurred in preparing and making a Proposal submission. The URF will under no circumstances be liable to any Proponent for any such fees, costs, expenses, loss or damage whatsoever arising out of or in connection with the submission. All information and material received from the Proponent will not be returned.

14. ENQUIRIES

14.1 For any enquiries regarding the IFP and the submission, please contact the Secretariat of the URF:

Address	:	Unit 1012, 10/F, Tower 2, Cheung Sha Wan Plaza, 833 Cheung Sha Wan Road, Kowloon, Hong Kong
Contact Tel	:	3752 2723
Fax No	:	3426 4643
Email Address	:	urfundsch@urfund.org.hk
Website	:	http://www.urfund.org.hk