

Supply of Two (2) Speedboats for the Agriculture, Fisheries and Conservation Department

Schedule 1 – Price Schedule

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

1. This tender is submitted by or on behalf of _____
(hereinafter referred to as "Tenderer").
2. This Invitation to Tender relates to the procurement of the Vessel as per the Contract.

Part 1 – Vessel				
Description	Item (See Note 1)	Quantity	Unit Price (HKD/USD)* (See Note 5)	Sub-Total Price
Vessels - Speedboats together with all Equipment in compliance with all requirements of the Contract including those set out in the Technical Specifications and all Work in respect of such Vessel to be performed in accordance with the Contract, all Documentation including the As-Fitted Plans and Drawings, and Training.	Items 1 and 2 – Each item number stands for one Vessel	2 Vessels	A =	A x 2 =
	Sub-Total: Items 1 and 2 A x 2 =			
Part 2 – Spare Parts				
Description	Item (See Note 2)	Quantity	Unit Price (HKD/USD)* (See Note 5)	Sub-Total Price
Spare Parts supplied as spares in compliance with all requirements of the Contract including those set out in the Technical Specifications.	Item 3 - Main Engine (Starboard)	1 Unit	B ₁ =	B ₁ x 1 =
	Item 4 –Main Engine (Port)	1 Unit	B ₂ =	B ₂ x 1 =
	Item 5 –Electric Generator	1 Unit	B ₃ =	B ₃ x 1 =
	Item 6 - Propeller (Port)	1 Unit	B ₄ =	B ₄ x 1 =
	Item 7 – Propeller (Starboard)	1 Unit	B ₅ =	B ₅ x 1 =
	Sub-Total: Items 3 to 7 B ₁ x 1 + B ₂ x 1 + B ₃ x 1 + B ₄ x 1 + B ₅ x 1			

Part 3 - Ship Model				
Description	Item	Quantity	Unit Price (HKD/USD)* (See Note 5)	Sub-Total Price
Ship Model in compliance with the requirements in Paragraph 8.2.6 to the Technical Specifications.	Item 8 - Ship Model	2Unit	C =	C x 2=
	Sub-Total: Item 8 C x 2=			
Total Purchase Price (i.e. The sum of the Sub-Totals for Items 1 to 8 specified above):	(See Notes 3 and 4)			

Note 1: The Sub-Total for Items 1 and 2 in Part 1 is the price of the requested number of Vessels, and Equipment for such Vessel in compliance with all requirements of the Contract including those set out in the Technical Specifications and all Work in respect of such Vessel to be performed in accordance with the Contract, all Documentation including the As-Fitted Plans and Drawings, and Training.

Note 2: Spare Parts in Part 2 are additional parts to be procured by the Government separate from the Vessel.

Note 3: For the avoidance of doubt, no payment to the Contractor shall be construed as or imply acceptance of any Work or Vessel, Equipment or Deliverables, or that any Work or Vessel, Equipment or Deliverables are in accordance with the Contract or relieve, limit or diminish any of the Contractor's obligations or liabilities under the Contract or otherwise or limit or prejudice any rights or remedies of the Government under the Contract or otherwise.

Note 4: **A tender must offer to supply all the items specified in this Schedule. A partial tender for some but not all items specified in this Schedule will not be considered. Please refer to Clause 12.1 of the Conditions of Tender for details.**

Note 5: Please refer to Clause 12.2 of the Conditions of Tender and specify the currency quoted.

Note 6: A Tenderer shall submit the unit price quotations for all items as required in this Schedule before the Tender Closing Date. A Tenderer should enter "no charge" or other equivalent expression for the ship model where it is offered on a "free of charge" basis.

* Delete as appropriate

Schedule 2 - Delivery Schedule

Item	Description	Delivery Date	Remarks
Items 1 and 2	Vessels as specified in Part 1 of Schedule 1, all in Ready for Use condition and delivered to the Government Dockyard	Items 1 and 2: Within 15 months after the Contract Date	See the Notes below
Items 3 to 7	All Spare Parts as specified in Part 2 of Schedule 1 in Ready for Use condition and delivered to the Government Dockyard	To be delivered to the Government together with the Vessels (i.e. Items 1 and 2) stated above	
Item 8	Ship Model as specified in Part 3 of Schedule 1 delivered to the Government Dockyard	To be delivered to the Government together with the Vessels (i.e. Items 1 and 2) stated above	

Note 1: The Contractor shall provide the Government with fourteen (14) days advance notice in writing of Vessel's delivery

Note 2: All the items described in Items 1 to 8 above shall be delivered to the Government Dockyard.

Schedule 3 - Payment Schedule and Retention Money

No.	Stages	Instalment Payment in Percentage	A portion of the Instalment Payment to be Retained
1.	This instalment shall only be payable on the Contract Date upon satisfaction of all of the following: (a) receipt by the Government of (i) an Advance Payment Bond in the form set out in Annex A to the Conditions of Contract in the same amount as this instalment, and (ii) the Contract Deposit equal to 2% of the Total Purchase Price in the form set out in Annex A to the Conditions of Contract; and (b) at the option of the Contractor, it has elected to receive this instalment upon the fulfilment of the aforementioned (a)(i) and (a)(ii) by issuing an invoice to the Government for the same after fulfilment of (a)(i) and (a)(ii).	Ten percent (10%) of the Sub-total for the two Vessels (viz Items 1 and 2) as specified in Schedule 1	Not Applicable
2.	In respect of each Vessel, this instalment shall only be payable upon satisfaction of all of the following: (a) completion of hull structures of the Vessel and (b) receipt by the Government of an Advance Payment Bond in the form set out in Annex A to the Conditions of Contract in the same amount as this instalment; and (c) at the option of the Contractor, it has elected to receive this instalment upon fulfilment of (a) and (b) by issuing an invoice to the Government for the same after fulfilment of (a) and (b).	Twenty percent (20%) of the Vessel Unit Price of that Vessel as specified in Schedule 1	Not Applicable
3.	In respect of each Vessel, this instalment shall only be payable upon satisfaction of all of the following: (a) completion of installation of the main engines, propeller and steering system on the Vessel and (b) upon receipt by the Government of an Advance Payment Bond in the form set out in Annex A to the Conditions of Contract in the same amount as this instalment; and (c) at the option of the Contractor, it has elected to receive this instalment upon fulfilment of (a) and (b) by issuing an invoice to the Government for the same after fulfilment of (a) and (b).	Twenty percent (20%) of the Vessel Unit Price of that Vessel as specified in Schedule 1	Not Applicable
4.	In respect of each Vessel, this instalment shall be payable on issuance of the Acceptance Certificate of the Vessel;	Fifty percent (50%) of the Vessel Unit Price of that Vessel as specified in Schedule 1	Five percent (5%) of the Total Purchase Price
5.	If and to the extent the Contractor has not elected to receive any of the Optional Instalments, such Optional Instalment(s) shall also be payable upon the issuance of the Acceptance Certificate of the Vessel.	The amount of the Optional Instalment(s) which is payable as specified opposite (if any)	Not applicable

6.	<p>Each instalments below shall be payable upon the written confirmation for acceptance by the Government on receipt from the Contractor the following Items:</p> <p>(a) Spare Parts (Schedule 1 - Items 3 to 7) (b) Ship Model of the Vessel (Schedule 1 - Item 8)</p>	<p>One hundred percent (100%) of the Sub-total price of the relevant items as specified in Schedule 1</p>	<p>Not Applicable</p>
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- Note 1 Each of Instalments No. 1, No. 2 and No. 3 are “Optional Instalments”. Each of them is only payable where the Contractor has elected to receive the same by issuing an invoice to the Government upon the fulfilment of the other conditions specified in the second column of the relevant instalment. If the Contractor does not elect to receive an Optional Instalment by issuing an invoice within one month upon such fulfilment, such Optional Instalment will only become payable when the Acceptance Certificate for the Vessel has been issued.
- Note 2 In relation to each instalment No. 2 and No. 3 specified above, the event specified in (a) of the second column shall only be treated as to have apparently taken place if the Government confirms to this effect in writing based on the evidence available to the Government.
- Note 3 In relation to each instalment No. 1, No. 2 and No. 3, in addition to the event specified in (a) in the second column which is required to trigger its payment, an Advance Payment Bond in the form set out in Annex A to the Conditions of Contract shall be provided before such instalment is payable. For instalment No 1, the Contract Deposit equal to 2% of the Total Purchase Price shall also be provided before such instalment is payable.
- Note 4 If, at the Contractor’s request, payment is to be made to the Contractor’s overseas bank account, the overseas bank charges shall be borne by the Contractor.
- Note 5 Each Advance Payment Bond to be delivered before an instalment is payable shall cover the amount of that instalment.
- Note 6 The total retention money withheld by the Government shall be equal to 5% of the Total Purchase Price as specific in Schedule 1 (“Retention Money”). The Retention Money so retained (or the balance thereof, if any, after any deductions as the Government may make) shall be released as follows:
- (a) The entire Retention Money shall be released after completion of the Warranty Period (or if there are more than one Vessel being acquired, the last of the Warranty Periods) (including any extension) unless (b) below applies;
 - (b) If any defect in one or more Warranty Item is not fixed upon expiry of the Warranty Period (or if there are more than one Vessel being acquired, the last of the Warranty Periods) (including any extension), without prejudice to the other rights and claims of the Government, the entire Retention Money or such part thereof (as determined by the Government at its absolute discretion) shall continue to be retained and shall not be released until (i) if the Government requires the Contractor to continue to fix the defect, the Contractor has fixed such defect to the satisfaction of the Government, or (ii) if the Government has on its own or appointed a third party contractor to fix the defect, the amount incurred thereby has been arrived at and deducted from the Retention Money.
- Note 7 For the avoidance of doubt, no payment to the Contractor shall be construed as or imply acceptance of any Works or Vessel, Equipment or Deliverables, or that any Works or Vessel, Equipment or Deliverables are in accordance with the Contract or relieve, limit or diminish any of the Contractor’s obligations or liabilities under the Contract or otherwise or limit or prejudice any rights or remedies of the Government under the Contract or otherwise.

Schedule 4 - Liquidated Damages for Certain Breaches of Contract

Part	Item	Liquidated Damages Applicable
Part 1	The Vessels (Items 1 and 2) as specified in Part 1 of Schedule 1.	<p>If the Contractor fails to deliver to the Delivery Location a Vessel and all Equipment thereon, by the Delivery Date stipulated in Schedule 2, all in Ready for Use condition, whether because of the Vessel or of any Equipment's failure to pass any part of the tests and trials in the Technical Acceptance or failure to comply with any requirement of the Contract (including without limitation in the Technical Specifications, the Warranties or in the Schedules), or even if such delivery has been made, but fails to procure and ensure that that Vessel and all Equipment thereon pass the Delivery Acceptance to the satisfaction of the Government by the same Delivery Date (a "Delayed Vessel"), the Contractor shall pay to the Government for each day or part thereof of delay for that Delayed Vessel an amount equal to 0.125% of the Vessel Unit Price.</p> <p>The aggregate amount payable by the Contractor in respect of each Delayed Vessel shall be capped at a maximum of 15% of the Vessel Unit Price.</p>
Part 2	The Spare Parts (Items 3 to 7) as specified in Part 2 of Schedule 1.	Not applicable
Part 3	The Ship Model (Item 8) as specified in Part 3 of Schedule 1	Not applicable

Schedule 5 - Statement of Compliance for the Essential Requirements

Item	Tender Reference	Essential Requirements concerning experience	Compliance Statement (State here Yes or No)
1 (a)	Clause 8.1 of Part II of the Tender Documents	The Tenderer must have an aggregate of at least three (3) years' experience in performing and completing one or more vessel design and construction project(s) ("Vessel Project(s)"), with at least one (1) Vessel Project for aluminium-hulled speedboat for government law enforcement, rescue or military agency, within the past ten (10) years prior to the Original Tender Closing Date.	Yes/ No * If Yes, please provide details as required in Note 1.
1 (b)	Clause 8.1 of Part II of the Tender Documents	In the past ten (10) years prior to the Original Tender Closing Date, the Tenderer must have built and delivered into service with a total of one or more government law enforcement, rescue or military agencies a minimum total of four (4) aluminium speedboats capable of achieving a speed of 30 knots with Length Overall (LOA) not less than 7 metres powered by outboard engine propulsion system.	Yes/ No * If Yes, please provide details as required in Note 1.
Item	Tender Reference	Essential Requirements in Part VII	Compliance Statement (State here Yes or No)
2.	Paragraph 1.5.3 of Part VII of the Tender Documents	The Vessel shall be issued with a Type Approval Certificate or Certificate of Classification with notations by the RO specified in paragraph 2.3.3 of Part VII.	Yes/ No * If Yes, please identify the relevant part of the tender to support this compliance.
3.	Paragraph 2.4.1 of Part VII of the Tender Documents	When all of the engines are running at their declared maximum continuous rating (MCR), the guaranteed minimum highest achievable speed shall be 30 knots in WMO Sea States 0 to 2 under Light Operational Load Conditions specified in Paragraph 1.7.5 of Part VII.	Yes/ No * If Yes, please identify the relevant part of the tender to support this compliance.
4.	Paragraph 2.5.1 of Part VII of the Tender Documents	The Principle Dimensions of the Vessel shall be: Length Overall: 10.5 metres to 12.0 metres Extreme Breadth: 3.0 metres to 4.0 metres	Yes/ No * If Yes, please identify the relevant part of the tender to support this compliance.

5.	Paragraph 2.6.1 of Part VII of the Tender Documents	Material of hull structure shall be marine grade aluminium alloy.	Yes/ No * If Yes, please identify the relevant part of the tender to support this compliance.
6.	Paragraph 2.7.1 of Part VII of the Tender Documents	The Vessel shall be powered by the engines which shall be twin marine four stroke outboard petrol spark ignition engines of adequate power to achieve the Contract Speed. The engines shall drive stainless steel fixed pitch propellers through the integral gearboxes.	Yes/ No * If Yes, please identify the relevant part of the tender to support this compliance.
7.	Paragraph 2.8.1 of Part VII of the Tender Documents	The Vessel shall be designed to provide sufficient space for carrying at least four (4) crew and eight (8) other persons. Shock mitigating seats for two (2) crew and two (2) officers shall be provided. Detailed provisions regarding the mounting of shock mitigation seats are specified in Paragraph 3.7 of Part VII.	Yes/ No * If Yes, please identify the relevant part of the tender to support this compliance.
8.	Paragraph 3.3.1 of Part VII of the Tender Documents	The offered Vessel shall meet the Intact Stability Criteria and Damage Stability Criteria specified in Paragraphs 3.3.4 and 3.3.7 of Part VII.	Yes/ No * If Yes, please identify the relevant part of the tender to support this compliance.
9.	Paragraph 4.2.4 of Part VII of the Tender Documents	The emission of the engines shall comply with 3 Stars (Ultra-Low Emission) or higher required by California Air Research Board (CARB) star system that describes exhaust emissions of four-stroke outboard engines or equivalent.	Yes/ No * If Yes, please identify the relevant part of the tender to support this compliance.
10.	Paragraph 4.6.1 of Part VII of the Tender Documents	One 220 Voltage (V) Alternating Current (AC) single phase marine diesel driven generating set of proprietary make with sound shield shall be installed underdeck. Detection system for fire or gas in generator compartment shall be provided.	Yes/ No * If Yes, please identify the relevant part of the tender to support this compliance.
11.	Paragraph 4.8.15 (b) of Part VII of the Tender Documents	The total capacity of the tank shall not be less than 900 litres. The unpumpable capacity of the each tank shall not be more than 10% of the capacity of that tank.	Yes/ No * If Yes, please identify the relevant part of the tender to support this compliance.

12.	Paragraph 4.8.16 (c) of Part VII of the Tender Documents	The total capacity of the diesel oil tank shall be provided. Fuel supplied to electrical generator shall not be less than 250 litres. The unpumpable capacity of the each tank shall not be more than 10% of the capacity of that tank.	Yes/ No * If Yes, please identify the relevant part of the tender to support this compliance.
13.	Part VII of the Tender Documents	The Tenderer shall also confirm that it will comply with all other specifications set out in the Technical Specifications which are without any label (viz., [E] or [D]) if the Contract is awarded to it.	Yes/ No *
14.	Part VII of the Tender Documents	The Tenderer may, should it so elect, confirm that it will comply with all or any specifications set out in the Technical Specifications which are labelled [D] if the Contract is awarded to it.	Yes/ No * and please identify the Paragraph of Part VII containing such desirable specifications. If not, it shall be deemed that the Tenderer commits to comply with all of them if “Yes” is selected.

* Deleted as appropriate

Note 1: Please provide details of the previous Vessel Project(s) to prove compliance with the Essential Requirement as specified in Item 1 above plus supporting documents including relevant contracts and delivery acceptance documents or other documentary evidence. Delivery acceptance documents must have been signed by the relevant purchaser of the vessel or a classification society. Delivery acceptance documents issued and signed solely by the Tenderer are not acceptable.

(a) Experience on vessel design and construction (see Item 1(a) above).

I/We confirm that I/we have an aggregate of _____ years' experience in performing and completing one or more vessel design and construction project(s) ("Vessel Project(s)") within the past ten (10) years prior to the Original Tender Closing Date set out below:

	Project Name	Purchaser's Name	Contract Date (dd/mm/yy)	Date of delivery of the Completed Vessel to the Purchaser (dd/mm/yy)	Remark
1					
2					
....					

(b) Experience on design and construction of vessel project(s) specified in Item 1(b) above.

	Project Name	Purchaser's Name	Contract Date (dd/mm/yy)	Date of Delivery of the Completed Vessel to the Purchaser (dd/mm/yy)	LOA	Speed	Main Engines Type	Material (Aluminium) (Y=Yes; N=No)	No. of Vessel Built	Remark
1										
2										
...										

Note 2: Please see Clause 5.3 of the Conditions of Tender and the Notes to Annex C to the Conditions of Tender before completing this Schedule.

Schedule 6 - List of Major Equipment to be Supplied

(Please refer to Clauses 6.1 and 9.1 of the Conditions of Tender.)

Equipment	Quantity per Vessel	Information
1. Outboard Engine		Name of Manufacturer: Name of product as advertised by the Manufacturer: Model or version no as advertised by the Manufacturer: <hr/> Specifications including Rated Power/Rated rpm:
2. Electric Generator		Name of Manufacturer: Name of product as advertised by the Manufacturer: Model or version no as advertised by the Manufacturer: <hr/> Specifications including Rated Power/Rated rpm:
3. Additional items, if any, to be used in conjunction with any of the above-mentioned Equipment in order to ensure that the above-mentioned Equipment will comply with the requirements specified in the Technical Specifications (please specify details)		

Note: The Tenderer should note that the Vessel is for use in Hong Kong and it is desirable for the Tenderer to offer models of main engines, propellers, and the Spare Part Items that are at present commonly used by ships operating in Hong Kong Waters, and that they have good supports for spare parts and after sale services locally in Hong Kong.

Schedule 7 - List of Drawings and Information to be Submitted with the Tender

- (a) The Tenderer shall submit the following documents for the proposed Vessel, as part of the tender submission. **A Tenderer's tender will not be considered further if the Tenderer fails to submit any of the plans and information listed in Paragraphs (1) and (2) below before the Tender Closing Date.**
- (b) The Tenderer shall provide the name(s) and contact information of the person(s) who will answer Government any technical questions regarding the design and construction of the Vessel. **The Tenderer should note that the plans and information listed in Paragraphs (1) and (2) below are preliminary and for tender evaluation purpose only.** The plans and information shall be further refined and developed, and subject to confirmation and approval by the Government.

1. Design and Construction of the Proposed Vessel

- 1.1 General Arrangement Plan of the proposed Vessel;
- 1.2 Lines plan with offset table of the proposed Vessel;
- 1.3 Construction Plans – covering mid-ship, profile and deck and bulkhead of the proposed Vessel;
- 1.4 Power-speed predictions for the Contract Speed(s) at its sea trial conditions, together with a descriptive account of the philosophy and methodology employed for such speed predictions or evaluations;
- 1.5 Preliminary intact and damaged stability calculations; and
- 1.6 A preliminary estimate of the fore and aft draught and the position of the centre of gravity (longitudinal, transverse and vertical) of the proposed design for the Vessel in its lightship, sea trial and fully loaded conditions.

2. Machinery

- 2.1 Fuel oil tanks capacity calculations showing compliance with the requirements set out in Paragraphs 4.8.15 and 4.8.16 of the Technical Specifications.

Schedule 8 - Tenderer's Information

1. **Tender Reference:** Marine Department Shipbuilding Tender No. 1/2019
2. **Nature of Tender:** Supply of Two (2) Speedboats for the Agriculture, Fisheries and Conservation Department

3. **Particulars of Tenderer:**

- (a) Name of Company/Business Organisation:
- (b) Address:
- (c) Telephone No./Fax No.:
- (d) Length of Business Experience:
- (e) Shareholders of the Company and their Percentages of Shareholding:
- (f) Names and Residential Addresses of:
 - i) managing director; and
 - ii) other directors;
- (g) Place and Date of Incorporation or Formation:
- (h) Name(s) of nominated person(s) to be contacted for this tender or the Contract (as the case may be):

Name	Position
i) _____	_____
ii) _____	_____
iii) _____	_____

4. **Particulars of Tenderer's Process Agent in Hong Kong (if the Tenderer does not have an address in Hong Kong)**

- (a) Name of Company:
- (b) Address:
- (c) Telephone No.:
- (d) Fax No.:
- (e) Name of Person in Charge:

5. **Tenderer's Shipyard Facilities**

The Tenderer shall provide the following information regarding the shipyard and workshop facilities which will be used for performing the Contract. The shipyard and workshop facilities may belong to the Tenderer or to a proposed sub-contractor for the Contract.

- (a) Owner of the shipyard and workshop facilities.
- (b) Shipyard address and proposed construction site address for the Vessel if not same as the shipyard.
- (c) List of the workshop facilities such as lifting gear, hull construction and calibration equipment, machinery installation and calibration equipment and vessel launching or slipping facilities intended to be used for the construction of the Vessel, with detailed description and photographs.

The Tenderer shall also provide further information as necessary when requested by the Government at the tender evaluation stage.

6. **Particulars of Tenderer's Sub-contractor (if any)**

- (a) Name of Sub-contractor:

- (b) Address:

- (c) Telephone No.:

- (d) Fax No.:

- (e) Name of Person in Charge:

- (f) Brief Description of the Sub-contract Work:

Schedule 9 - Proposed Recognised Organisation

The Tenderer shall provide details of the proposed Recognised Organisation which will be deployed for performing supervisory work in relation to the design and construction of certain parts of the Vessel as specified in the Technical Specifications:

(Note: Please refer to Clause 9.2 of the Conditions of Tender and Paragraphs 1.5.3 and 2.3.3 of the Technical Specifications.)

(a) For Type Approval Certificate

Name of the Recognised Organisation:	
Rules and regulations to be followed by the Contractor in performing the design and construction of the Vessel:	

OR

(b) For Certificate of Classification with Class Notation

Name of the Recognised Organisation:	
Rules and regulations to be followed by the Contractor in performing the design and construction of the Vessel:	
Class notation:	

The Tenderer's tender will not be considered if the Tenderer fails to submit this Schedule in its tender before the Tender Closing Date.