

Schedule 1 – Price Schedule

Supply of Three (3) Aluminium Alloy Harbour Patrol Vessels for the Marine Department

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 Notes 1 and 2)	Quantity	Unit Price (HKD/USD)* (See Note 6)	Sub-Total Price
Three Vessels (i.e. First Vessel, Second Vessel and Third Vessel) in Ready for Use condition together with all Equipment in compliance with and/or exceeding all Original Requirements 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 to 3 – Vessel Each item number stands for one Vessel	3 Vessels	A =	A x 3 =
	Sub-Total: Item 1 to Item 3 A x 3 =			
Part 2 – Spare Parts				
Description	Item (See Notes 2 and 3)	Quantity	Unit Price (HKD/USD)* (See Note 6)	Sub-Total Price
Spare Parts complying with the Original Requirements	Item 4 – Main engine (Port) (as specified in Schedule 6)	2 Units	B ₁ =	B ₁ x 2 =
	Item 5 – Main engine (Starboard) (as specified in Schedule 6)	2 Units	B ₂ =	B ₂ x 2 =
	Item 6 – Gearbox (as specified in Schedule 6)	2 Units	B ₃ =	B ₃ x 2 =
	Item 7 – Electric Generator (as specified in Schedule 6)	2 Units	B ₄ =	B ₄ x 2 =
	Item 8 – Propeller (Port) (as specified in Schedule 6)	2 Units	B ₅ =	B ₅ x 2 =

	Item 9 – Propeller (Starboard) (as specified in Schedule 6)	2 Units	$B_6 =$	$B_6 \times 2 =$
	Sub-Total: Items 4 to 9 $B_1 \times 2 + B_2 \times 2 + B_3 \times 2 + B_4 \times 2 + B_5 \times 2 + B_6 \times 2 =$			
Part 3 - Ship Model				
Description	Item (See Note 7)	Quantity	Unit Price (HKD/USD)* (See Note 6)	Sub-Total Price
Ship Model in compliance with the requirements in Paragraph 10.2.6 of the Technical Specifications.	Item 10 - Ship Model	6 Units	$C =$	$C \times 6 =$
	Sub-Total: Item 10 $C \times 6 =$			
Total Purchase Price (i.e. The sum of the Sub-Total for Items 1 to 10 specified above):	(See Notes 4 and 5) $A \times 3 + B_1 \times 2 + B_2 \times 2 + B_3 \times 2 + B_4 \times 2 + B_5 \times 2 + B_6 \times 2 + C \times 6 =$			

- Note 1: The Sub-Total for Item 1 to Item 3 in Part 1 is the price of the requested number of Vessel, and Equipment for such Vessel in Ready for Use condition in compliance with and/or exceeding all Original Requirements and all Work in respect of such Vessel to be performed in accordance with such Original Requirements, all Documentation including the As-Fitted Plans and Drawings, and Training.
- Note 2: “Original Requirements” is defined in Part I – Lodging of the Tender and Part IV – Conditions of Contract.
- Note 3: Spare Parts in Part 2 are additional parts complying with and/or exceeding the Original Requirements to be procured by the Government separate from the Vessel.
- Note 4: 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 5: **A tender must offer to supply all the Items 1 to 10 at least complying with the Original Requirements 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 6: Please refer to Clause 12.2 of the Conditions of Tender and specify the currency quoted.
- Note 7: 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
<u>First Consignment</u> Item 1 (First Vessel)	Vessels as specified in Part 1 of Schedule 1, all in Ready for Use condition and delivered to the Government Dockyard	First Vessel: Within eighteen (18) months after the Contract Date	See the Notes below
<u>Second Consignment</u> Item 2 (Second Vessel)		Second Vessel: Within twenty (20) months after the Contract Date	
<u>Third Consignment</u> Item 3 (Third Vessel)		Third Vessel: Within twenty-two (22) months after the Contract Date	
Items 4 to 9	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 First Consignment stated above	
Item 10	Ship Models as specified in Part 3 of Schedule 1 delivered to the Government Dockyard	To be delivered to the Government together with the First Consignment stated above	

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

Note 2: All the items described in Item 1 to 10 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 by Government
1.	This instalment shall 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 Items 1 to 3 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, gearboxes and electric generators and propellers 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

No.	Stages	Instalment Payment in Percentage	A portion of the Instalment Payment to be Retained by Government
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 Vessel Unit Price that Vessel (each Vessel in Items 1 to 3) as specified in Schedule 1.
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.	Each instalment below shall be payable upon the written confirmation for acceptance by the Government on receipt from the Contractor the following Items: (a) Spare Parts (Schedule 1 - Items 4 to 9) (b) Ship Models of the Vessel (Schedule 1 - Item 10)	One hundred percent (100%) of the unit price of the relevant items as specified in Schedule 1 times the actual quantity of the respective items accepted by the Government	Not Applicable

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 specified 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 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.

Schedule 4 - Liquidated Damages for Certain Breaches of Contract

Part	Item	Liquidated Damages Applicable
Part 1	The Vessels (Items 1 to 3) 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 any one or more requirement(s) of the Overall Specifications), 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 complying and/or exceeding with the Original Requirements (Items 4 to 9) as specified in Part 2 of Schedule 1.	Not applicable
Part 3	The Ship Model (Item 10) as specified in Part 3 of Schedule 1	Not applicable

Schedule 5 - Statement of Compliance

Item	Tender Reference	Essential Requirements in Part VII	Compliance Statement (State here Yes or No)
1	Paragraph 2.3.1 of Part VII of the Tender Documents	The Vessel shall be designed and constructed in accordance with the latest edition of the rules and regulations of the Recognised Organisation. The Tenderer shall state in Schedule 9 of Part V which Recognised Organisation and its rules and regulations and class notation shall be used in the design and construction of the Vessel.	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.
2	Paragraph 2.4.1 of Part VII of the Tender Documents	The Contract Speed shall not less than 24 knots when both of the main engines running with the output power at 100% of Maximum Continuous Rating (MCR) under the Official Speed Trial Conditions as stated in Annex 5 to Part VII.	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.
3	Paragraph 2.4.3 of Part VII of the Tender Documents	The Vessel shall also be designed for loitering operations, at Vessel speeds of 5 knots maximum with both port and starboard engines in running condition.	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.
4	Paragraph 2.5 of Part VII of the Tender Documents	General Requirements: Mono-hull Length Overall (LOA): 24 metres – 26 metres (Fenders included) Maximum Breadth: 5.5 metres – 6.5 metres (Fenders excluded) Extreme Draught: Not more than 1.7 metres	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.
5	Paragraph 2.6 of Part VII of the Tender Documents	Material of Hull and Superstructure: Marine Aluminium Alloy	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.

Item	Tender Reference	Essential Requirements in Part VII	Compliance Statement (State here Yes or No)
6	Paragraph 2.7.1 of Part VII of the Tender Documents	Endurance for fuel capacity: at least 12 hours at 24 knots and 36 hours at 5 knots with 10% margin or 6,000 litres in total capacity	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.
7	Paragraph 2.7.3 of Part VII of the Tender Documents	Total carrying capacity of the proposed Vessel is 22 persons including 6 crew to operate the Vessel.	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.
8	Paragraph 3.3.1 (a) of Part VII of the Tender Documents	The Preliminary Lines Plan of the Vessel and the preliminary stability information and calculation with the curves of stability, including damaged stability for each compartment of the Vessel shall be submitted with the tender by the Tender Closing Date. All calculations shall be carried out by using a proven computer system, with evidence (viz. recognised by a Government Authority or Recognised Organisation).	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.
9	Paragraph 3.3.1 (b) of Part VII of the Tender Documents	Weight and Center of Gravity prediction calculations with breakdown for the Vessel shall be submitted with the tender by the Tender Closing Date. All calculations shall be carried out by using a proven computer system, with evidence (viz. recognised by a Government Authority or Recognised Organisation).	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.
10	Paragraph 3.3.1 (c) of Part VII of the Tender Documents	The Preliminary Construction plan - midship, deckhouse, profile and deck, bulkhead and stern of the Vessel shall be submitted with the tender by the Tender Closing Date. All calculations shall be carried out by using a proven computer system, with evidence (viz. recognised by a Government Authority or Recognised Organisation).	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.

Item	Tender Reference	Essential Requirements in Part VII	Compliance Statement (State here Yes or No)
11	Paragraph 3.3.1 (d) of Part VII of the Tender Documents	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 full loaded conditions, noting the importance of the vessel remaining trim and heel free during operation shall be submitted with the tender by the Tender Closing Date. All calculations shall be carried out by using a proven computer system, with evidence (viz. recognised by a Government Authority or Recognised Organisation).	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.
12	Paragraph 4.14.4 of Part VII of the Tender Documents	There shall be a drone platform with area of not less than 3.0 metres in diameter on the main deck aft for unmanned aerial vehicle takeoff and landing.	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.
13	Paragraph 7.1.3 of Part VII of the Tender Documents	The estimated engine propulsive power from both engines required for attaining the Contract Speed of the Vessel under the Official Speed Trial conditions as stated in Annex 5 to Part VII, together with a descriptive account of the philosophy and methodology employed for such propulsive power estimate and evaluation shall be provided.	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.
14	Paragraph 7.2.3 of Part VII of the Tender Documents	The aggregate propulsive power of the main engines shall be not less than 1,500 kW.	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.
15	Paragraph 7.2.1 of Part VII of the Tender Documents	The Vessel shall be equipped with two (2) electrically started, fresh water cooled marine diesel engines of adequate power for the Contract Speed. The rating of the engines shall be required for the Vessel on the Contract Speed with annual operation of 3,840 hours.	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.
16	Paragraph 7.4.1 of Part VII of the Tender Documents	Two (2) electrically started, fresh water cooled diesel engines integrated with alternating current alternator, of self-excited, brushless and ventilated type, shall be installed.	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.

Item	Tender Reference	Other Original Requirements in Part VII	Compliance Statement (State here Yes or No)
17	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 *
Item	Tender Reference	Desirable Specifications in Part VII	Compliance Statement (State here Yes or No)
18	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

Schedule 6 - List of Major Equipment to be Supplied

(Please refer to Clauses 6.1 and 9.1 of Part II - Conditions of Tender)

Equipment complying with or exceeding the Original Requirements	Quantity	Information
1. Main Engine (Port) complying with the Original Requirements or exceeding the Original Requirements specified in paragraphs 7.2 and 7.3 of the Technical Specifications	2 units	Name of Manufacturer:
		Name of product as advertised by the Manufacturer:
		Model or Version No. as advertised by the Manufacturer:
		Specifications including Rated Power/Rated rpm and whether they comply or exceed the Original Requirements:
2. Main Engine (Starboard) complying with the Original Requirements or exceeding the Original Requirements specified in paragraphs 7.2 and 7.3 of the Technical Specifications	2 units	Name of Manufacturer:
		Name of product as advertised by the Manufacturer:
		Model or Version No. as advertised by the Manufacturer:
		Specifications including Rated Power/Rated rpm and whether they comply or exceed the Original Requirements:
3. Gearbox complying with the Original Requirements or exceeding the Original Requirements set out in paragraph 7.7 of the Technical Specifications	2 units	Name of Manufacturer:
		Name of product as advertised by the Manufacturer:
		Model or Version No. as advertised by the Manufacturer:
		Specifications including Rated Power/Rated rpm and whether they comply or exceed the Original Requirements:

Equipment complying with or exceeding the Original Requirements	Quantity per Vessel	Information
4. Electric Generator complying with the Original Requirements or exceeding the Original Requirements set out in paragraphs 7.4 and 7.5 of the Technical Specifications	2 units	Name of Manufacturer:
		Name of product as advertised by the Manufacturer:
		Model or Version No. as advertised by the Manufacturer:
		Specifications including Rated Power/Rated rpm and whether they comply or exceed the Original Requirements:
5. Propeller (Port) complying with the Original Requirements or exceeding the Original Requirements as stated in paragraph 7.8 of the Technical Specifications	2 units	Name of Manufacturer:
		Name of product as advertised by the Manufacturer:
		Model or Version No. as advertised by the Manufacturer:
		Specifications including Rated Power/Rated rpm and whether they comply or exceed the Original Requirements:
6. Propeller (Starboard) complying with the Original Requirements or exceeding the Original Requirements as stated in paragraph 7.8 of the Technical Specifications	2 units	Name of Manufacturer:
		Name of product as advertised by the Manufacturer:
		Model or Version No. as advertised by the Manufacturer:
		Specifications including Rated Power/Rated rpm and whether they comply or exceed the Original Requirements:

Equipment complying with or exceeding the Original Requirements	Quantity per Vessel	Information
7. 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 Original 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) to (3) below before the Tender Closing Date (also see the Essential Requirements [E] in relevant paragraphs of Part VII – Technical Specifications for the details required).**
- (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) to (3) below are preliminary and for tender evaluation purpose only.** The plans and information to be submitted by the Contractor shall be further refined and developed, and subject to confirmation and approval by the Government after the Contract award in accordance with the requirements of the Contract.

(1) Hull

- 1.1 Preliminary General Arrangement Plan of the proposed Vessel (“Preliminary GA Plan”);
- 1.2 Preliminary lines plan of the proposed Vessel and the preliminary stability information and calculation with the curves of stability, including damaged stability for each compartment of the proposed Vessel (“Preliminary Lines Plan”);
- 1.3 Preliminary Construction plans – covering midship, deckhouse, profile and deck, bulkhead and stern of the proposed Vessel (“Preliminary Construction Plan”);
- 1.4 Weight and centre of gravity prediction calculation with breakdowns for the proposed Vessel;
- 1.5 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/evaluations;
- 1.6 Preliminary intact, damaged stability calculations; and
- 1.7 A preliminary estimate of the fore and aft draught and the position of the centre of gravity (longitudinal, transverse and vertical) of the proposed Vessel design in its lightship, sea trial and fully loaded condition

(2) Machinery

- 2.1 Preliminary Engine room layout plans;
- 2.2 The main engine manufacturer's product literature and brochures showing the specifications and characteristics of the engines;
- 2.3 The generator manufacturer's product literature and brochures showing the specifications and characteristics of the engines and the alternator;
- 2.4 Preliminary Layout drawings for the control/display consoles including the disposition of the gauges and instruments, and the console height, width and shape (“Preliminary Control Console Design”);
- 2.5 Fuel oil tanks capacity calculations with respect to requirements under the Technical Specifications;
- 2.6 Information and a detailed descriptive account about the preliminary choice of propellers with respect to the speed capability of the Vessel, and whether they are designed to standard propeller series or of a proprietary design and manufacture specific for the Vessel performance requirements;
- 2.7 Information and manufacturer literature of the steering gear; and
- 2.8 Information on engine room fixed fire extinguishing system.

(3) Electrical and Electronic Equipment

- 3.1 Preliminary schematic layout drawings of electrical circuits;
- 3.2 Specifications and manufacturer's product literature of all the electronic navigation equipment required in the Technical Specification; and
- 3.3 Preliminary electrical and hydraulic load calculation.

Schedule 8 - Tenderer's Information

1. 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) _____	_____

- (i) All corporate documents and information required in Clause 7.1 of Part II – Conditions of Tender and not specified above (where applicable).

2. 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:

3. 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.

4. 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 Part II - Conditions of Tender and Paragraphs 1.5.2 and 1.5.3 of Part VII - Technical Specifications for the details required.)

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 and complete this Schedule in its tender before the Tender Closing Date.

Schedule 10 – Claim of Tenderer’s Experience and Certification

The Tenderer shall provide in the relevant table below information of its past experience of the different types of Vessel Project(s) and Accreditation(s) as further defined in the Marking Scheme in Annex D (Marking Scheme) to Part II – Conditions to Tender together with the supporting documents.

For each Vessel Project to be evaluated under assessment criteria in (B)(1) of the Marking Scheme, the supporting documents shall include relevant contracts and acceptance documents or other documents evidencing acceptance by the purchaser of the vessel to which the Vessel Project relates to the satisfaction of the Government. Acceptance documents or other documents evidencing acceptance must have been signed by the relevant purchaser of the vessel or a classification society. Acceptance documents issued or signed solely by the Tenderer are not acceptable.

For each Accreditation to be evaluated under the assessment criterion in (B)(2) of the Marking Scheme, the supporting document shall be a copy of the accreditation issued in the name of the Tenderer.

If the Tenderer fails to provide the information in relation to a Vessel Project or Accreditation before the Tender Closing Date or fails to provide supporting documents as mentioned above before the Tender Closing Date or by the time stipulated by the Government after the Tender Closing Date; or if the supporting documents do not prove the claimed experience or Accreditation, no mark will be given to the Tenderer for the relevant Assessment Criterion.

1. Tenderer's Experience

- (a) Experience in the Basic Vessel Project(s) specified in Assessment Criterion (B)(1)(a) of the Marking Scheme.

I/We confirm that I/we have an aggregate of _____ years' experience in completing one or more Basic Vessel Project(s) for the design and construction of one or more mechanised vessel(s) each with Length Overall (LOA) of not less than 10 metres within the past ten (10) years prior to the Original Tender Closing Date set out below:

	Project name	Purchaser's name	Hull materials	Government law enforcement, rescue and/or military agency (Yes / No)	Contract Date (dd/mm/yy)	Date of acceptance of the completed vessel by the purchaser (dd/mm/yy)	Remarks
1							
2							
....							
....							
....							
....							
....							
....							

- (b) Experience in the Mono-Hull Aluminium Vessel Project(s) specified in Assessment Criterion (B)(1)(b) of the Marking Scheme.

I/We declare that I/we have completed _____ numbers of Mono-Hull Aluminium Vessel Project (s) for the design and construction of mono-hull aluminium vessel(s) each with a diesel engine propulsion and propeller system. Each vessel must have a hull form of aluminium and Length Overall (LOA) between 24 metres and 45 metres and capable of achieving a speed of not less than 24 knots, in the past ten (10) years prior to the Original Tender Closing Date.

	Project name	Purchaser's name	Contract Date (dd/mm/yy)	Date of acceptance of the completed vessel by the purchaser (dd/mm/yy)	LOA	Speed	Material (aluminium) (Y = Yes; N = No)	Diesel engine propulsion and propeller system (Y = Yes; N = No)	No. of Vessels Built	Remarks
1										
2										
....										
....										
....										
....										
....										
....										
....										

2. Accreditation

Accreditation	To produce supporting documents of the Accreditation which is valid for the relevant Certification	Index of relevant page of the supporting documents
ISO 9001		
ISO 14001		
OHSAS 18001		

- Notes:
- (1) Please use separate sheet(s) if the space above is inadequate.
 - (2) # Please refer to the applicable Notes at the end of the Marking Scheme concerning the restrictions on the experience to be taken into account.

Schedule 11 – Innovative Suggestions

Tenderers are encouraged to provide in this Schedule practicable innovative reliable and sustainable suggestions which can bring any of the benefits that are directly relevant to the procurement covered by the Invitation to Tender and listed in Assessment Criterion (A)(4) of the Marking Scheme (and repeated in the table below) (viz. “Innovative Suggestions”)

Item No. of the Innovative Suggestions - Assessment Criterion	Corresponding Paragraph of the Technical Specifications stating the Original Requirements which the Innovative Suggestion exceed (if any)	Benefit achieved by the proposed Innovative Suggestions	Description, specifications and details of the offered Innovative Suggestions	Index of relevant page of the supporting documents
(A)(4)(i)	Paragraph 7.2.1 of the Technical Specifications	Use of two hybrid power engines (each powered by both electricity and diesel) rather than just pure diesel engines as the main engines.		
(A)(4)(ii)	Not Applicable	Saving of manual manpower resources in the design and construction of the offered Vessel through the use of automation technology.		
(A)(4)(iii)	Paragraph 1.2.2 of the Technical Specifications	Committed longer service life of the offered Vessel with supporting specifications published by the manufacturer of all major equipment offered in Schedule 6 of Part V.		

Item No. of the Innovative Suggestions - Assessment Criterion	Corresponding Paragraph of the Technical Specifications (if any)	Description	Description, specifications and details of the offered Innovative Suggestions	Index of relevant page of the supporting documents
(A)(4)(iv)	Not Applicable	Use of the equipment and/or system mitigating the discharge of oily water, black water, grey water in Hong Kong Waters.		

Schedule 12 - Non-collusive Tendering Certificate

Supply of Three (3) Aluminium Alloy Harbour Patrol Vessels for the Marine Department

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

Dear Sir / Madam,

1. I/We, (name of the Tenderer) _____ of
(address(es) of the Tenderer(s)) _____
_____ refer to
the Government's invitation to tender for the Contract ("Invitation to Tender") and my/our
Tender in response to the Invitation to Tender.

Non-collusion

2. I/We represent and warrant that in relation to the Invitation to Tender:
- (a) My/Our Tender was prepared genuinely, independently and made with the intention to accept the Contract if awarded;
 - (b) My/Our Tender was not prepared with any agreement, arrangement, communication, understanding, promise or undertaking with any person (including any other Tenderer or competitor) regarding:
 - (i) prices;
 - (ii) methods, factors or formulas used to calculate prices;
 - (iii) an intention or decision to submit, or not submit, any Tender;
 - (iv) an intention or decision to withdraw any Tender;
 - (v) the submission of any Tender that does not conform with the requirements of the Invitation to Tender;
 - (vi) the quality, quantity, specifications or delivery particulars of the products or services to which the Invitation to Tender relates; and
 - (vii) the terms of my/our Tender,

and I/we undertake that I/we will not, whether before or after the award of the Contract, enter into or engage in any of the foregoing.

3. Paragraph 2(b) of this certificate shall not apply to agreements, arrangements, communications, understandings, promises or undertakings with:
- (a) the Government;
 - (b) a joint venture partner with which I/we have submitted my/our Tender, and such joint venture arrangement has already been notified to the Government in my/our Tender;
 - (c) my/our consultants or sub-contractors, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular consultancy arrangement or sub-contract;
 - (d) my/our professional advisers, provided that the communications are held in strict confidence and limited to the information required for the adviser to render their professional advice in relation to my/our Tender;
 - (e) insurers or brokers for the purpose of obtaining an insurance quote, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular insurance arrangement;
 - (f) banks for the purpose of obtaining financing for the Contract, provided that the communications are held in strict confidence and limited to the information required to facilitate that financing; and
 - (g) any person other than the Government, provided that the Government has given prior written consent.

Disclosure of subcontracting

4. Without prejudice to other requirements set out in the Tender Documents concerning subcontracting arrangement, in particular, the requirement to seek the Government's prior written approval before sub-contracting, I/We understand that I/we are required to disclose all proposed sub-contracting arrangements for the Contract to the Government in my/our Tender, including those which will be entered into after the Contract is awarded. I/We warrant that I/we have duly disclosed and will continue to disclose such arrangements to the Government.

Consequences of breach or non-compliance

5. I/We understand that in the event of any breach or non-compliance with any representations, warranties and/or undertakings in this certificate or in Clause 34.1 of the Conditions of Tender in Part II, the Government may exercise any of the rights under Clauses 34.3 to 34.5 of the Conditions of Tender in Part II, in addition to and without prejudice to any other rights or remedies available to it against me/us.

6. Under the Competition Ordinance (Chapter 619 of the Laws of Hong Kong), bid-rigging is serious anti-competitive conduct. I/We understand that the Government may, at its discretion, report all suspected instances of bid-rigging to the Competition Commission (the “Commission”) and provide the Commission with any relevant information, including but not limited to information on my/our Tender and my/our personal information.

Signed by the Tenderer /
Signed by an authorised signatory :
for and on behalf of the Tenderer

Name of the authorised signatory :
(where applicable)

Title of the authorised signatory :
(where applicable)

Date :
