Schedule 1 – Price Schedule

Supply of Two (2) Command Boats for the Fire Services Department

To:	The Go	vernment o	of the l	Hong Ko	ng Sn	ecial	Administ	rative I	Region a	of the P	eople's R	enublic	of China
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- 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	
Two Vessels (i.e. First Vessel and Second Vessel) in Ready for Use condition together with all Equipment in compliance	Items 1 and 2 – Each item number stands for one Vessel	2 Vessels	A =	A x 2 =	
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.	Sub-Total: Items 1 and 2 A x 2 =				

Part 2 – Spare Parts **Unit Price** Item **Sub-Total** (HKD/USD)* **Description** Quantity **Price** (See Notes 2 and 3) (See Note 6) Spare Parts complying with the $B_1 =$ $B_1 x 4 =$ Item 3 – Main engine 4 Units Original Requirements (as specified in Schedule 6) Item 4 – Gearbox different Offset (for $B_2 =$ $B_2 x 4 =$ Gearbox, one should be 4 Units provided for each different type) (as specified in Schedule 6) $B_3 x 2 =$ $B_3 =$ Item 5 – Electric Generator 2 Units (as specified in Schedule 6)

Item 6 – Waterjet (complete set with impeller, pump casing, power pack, nozzle and bucket) (as specified in Schedule 6)	4 Sets	B_4 =	$B_4 x 4 =$
Item 7 – Daughter boat completed with engine and cradle	1 Set	B ₅ =	B ₅ x 1=
Item 8 – Power take-off fire pump	2 Units	B ₆ =	B ₆ x 2=
Item 9 – Power take-off gearbox	2 Units	$B_7 =$	B ₇ x 2=
Item 10 – Stern launching system, including power pack and operating mechanism (as specified in Schedule 6)	1 Set	$B_8 =$	B ₈ x 1=
Sub-Total: Items 3 to 10 B ₁ x 4 + B ₂ x 4 + B ₃ x 2 + B ₄ x 4 B ₅ x 1 + B ₆ x 2 + B ₇ x 2 + B ₈ x 1 =			

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 12.2.6 of the Technical	Item 11 - Ship Model	4 Units	C =	C x 4 =
Specifications.	Sub-Total: Item 11 C x 4 =			
Total Purchase Price (i.e. The sum of the Sub-Total for Items 1 to 11 specified above):	(See Notes 4 and 5) $A \times 2 + B_1 \times 4 + B_2 \times 4 + B_3 \times 4 + B_5 \times 1 + B_6 \times 2 + B_8 \times 1 + C \times 4 =$			

- Note 1: The Sub-Total for Item 1 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 tenderer must offer to supply all the Items 1 to 11 at least complying with the Original Requirements in this Schedule. A partial tender for some but not all items specified in this Schedule will <u>not</u> 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
First Consignment 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 twenty-four (24) months after the Contract Date.	See the Notes below.
Second Consignment Item 2 (Second Vessel)		Second Vessel: Within thirty (30) months after the Contract Date.	
Items 3 to 10	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 as defined above.	
Item 11	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 as defined 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 11 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 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 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, gearbox and propulsion 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 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 specified in Schedule 1	Five percent (5%) of the Vessel Unit Price of that Vessel (each Vessel in Items 1 and 2) 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 3 to 10) (b) Ship Model of the Vessel (Schedule 1 - Item 11)	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 Warrant 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 and 2) as specified in Part 1 of Schedule 1.	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. 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.
Part 2	The Spare Parts complying and/or exceeding with the Original Requirements (Items 3 to 10) as specified in Part 2 of Schedule 1.	Not applicable
Part 3	The Ship Model (Item 11) as specified in Part 3 of Schedule 1	Not applicable

Schedule 5 - Statement of Compliance

Item	Tender Reference	Essential Re	equirements in Part VII	Compliance Statement (State here Yes or No)	
1.	Paragraph 2.4.1 of Part VII of the Tender Documents	all of the engines running Maximum Continuous 1	the Contract Speed shall be not less than 35 knots when of the engines running with the output power at 90% of aximum Continuous Rating (MCR) under Official Speed ial Conditions as stated in Annex 5 to Part VII.		
2.	Paragraph 2.5 of Part VII of the	Principal Dimensions		Yes/ No * If Yes, please identify	
	Tender Documents	Description	Value	the relevant part of the	
		Length Overall (LOA)	: 34 metres – 36 metres (Fenders included)	tender to support this compliance.	
		Breadth	: Not exceed 12 metres		
		(Overall)	(Fenders included)		
		Maximum Draught	: Not exceed 1.8 metres		
		Air Draught	: Must not exceed 11.7 metres and shall be capable of lowering to 7.8 metres for the safe passage under the bridges connecting Chek Lap Kok Platform and Tung Chung		
3.	Paragraph 2.6 of Part VII of the	Material of the Structur	e	Yes/ No *	
	Tender Documents	Denemination	M.41	If Yes, please identify the relevant part of the	
		Description Hull Structure	: Marine Aluminium Alloy	tender to support this	
		Main Deck	: Marine Aluminium Alloy	compliance.	
		Superstructure	: Marine Aluminium Alloy		
			·		
4.	Paragraph 2.7.1 of Part VII of the Tender Documents	marine diesel engines	on units shall be driven by four s, each unit shall be the same del and deliver same horsepower.	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)
5.	Paragraph 2.7.2 of Part VII of the Tender Documents	Two external fire pumps (each having at least 8,000 litres per minute) are driven by power take off (PTO) from two inner propulsion engines, both outer propulsion engines shall be used for manouvering of the Vessel during fire fighting mode.	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.
6.	Paragraph 2.8.1 of Part VII of the Tender Documents	Summary of Operational Hours / Range: Number of hours/day: 10 hours/day Number of days/year: 300 days per year Endurance for fuel capacity: 4 hours at the maximum speed capability of the vessel with full fuel oil tank(s)	Yes/ No * If Yes, please identify the relevant part of the tender to support this compliance.
7.	Paragraph 2.8.2 of Part VII of the Tender Documents	The Vessel shall take on board: (i) 18 crew members; (ii) Not less than 300 persons (in case of an emergency rescue operation); and (iii) Life Rafts Rescue Capacity not less than 300 persons.	Yes/ No * If Yes, please identify the relevant part of the tender to support this compliance.
8.	Paragraph 3.5 (a) of Part VII of the Tender Documents	The preliminary Lines Plan and the preliminary calculations for intact and damaged stability information of the Vessel shall be submitted with the tender. The calculations shall be carried out using a proven computer system (viz. recognised by a Government authority or Classification Society).	Yes/ No * If Yes, please identify the relevant part of the tender to support this compliance.
9.	Paragraph 4.20.1 of Part VII of the Tender Documents	One 6-metre aluminium rigid hull boat (RHB) shall be provided complete with one inboard diesel engine with waterjet propulsion.	Yes/ No * If Yes, please identify the relevant part of the tender to support this compliance.
10.	Paragraphs 6.1.6(a) and 6.1.6(b) of Part VII of the Tender Documents	 The External Fire Fighting System shall meet the following requirements: (a) Two external fire pumps (each having at least 8,000 litres/minute) are driven by power take off (PTO) from two inner propulsion engines. (b) Two fixed foam/water monitors, each having a minimum capacity of 4,000 litres/minute, are installed in port and starboard forward the main deck. Each foam/water monitor shall be provided with remote operated control valve. 	Yes/ No * If Yes, please identify the relevant part of the tender to support this compliance.
11.	Paragraph 9.2.1 of Part VII of the Tender Documents	The Vessel shall be equipped with four 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 with annual operation of 3,000 hours. The diesel engines shall meet IMO Tier 2 emission requirements.	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)
12.	Paragraph 9.2.2(b)(i) of Part VII of the Tender Documents	The Tenderer is required to submit the estimated speed-power requirements and characteristic curves of the propulsion system for the Vessel to support its claim for the achievable 35 knots Contract Speed at 90% MCR.	Yes/ No * If Yes, please identify the relevant part of the tender to support this compliance.
13.	Paragraph 9.4.1 of Part VII of the Tender Documents	Two electrically started, fresh water-cooled electric engines integral with alternating current alternator, of self-excited, brushless and ventilated type, shall be installed in port and starboard engine rooms.	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)
14.	Part VII of the Tender Documents	The Tenderer shall also comply with all other specifications set out in the Technical Specifications which are not labelled as [E].	Yes/ No *

^{*} 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 per Vessel	Information
Main Engine complying with the Original Requirements or exceeding the Original Requirements specified in paragraph 9.2 of	4 nos.	Name of Manufacturer:
the Technical Specifications		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. Gearbox complying with the Original Requirements or exceeding the Original Requirements set out in paragraph 9.7 of	4 nos.	Name of Manufacturer:
the Technical Specifications		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. Electric Generator complying with the Original Requirements or exceeding the Original Requirements set out in	2 nos.	Name of Manufacturer:
paragraph 9.4 of the Technical Specifications		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:

	uipment complying with or exceeding the iginal Requirements	Quantity per Vessel	Information
4.	Waterjet system complying with the Original Requirements or exceeding the Original Requirements as stated in	4 nos.	Name of Manufacturer:
	paragraph 9.8 of the Technical Specifications		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.	Fire pump complying with the Original Requirements or exceeding the Original Requirements as stated in paragraph 6.3 of the Technical Specifications	2 nos.	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.	Stern Launching System complying with the Original Requirements or exceeding the Original Requirements as stated in paragraph 4.21 of the Technical	1 no.	Name of Manufacturer:
	Specifications		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 abovementioned 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 engine, waterjet system, 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 <u>not</u> be considered further if the Tenderer fails to submit any of the plans and information listed in Paragraphs (1) to (4) 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 (4) 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 ("Preliminary Lines Plan");
- 1.3 Preliminary Construction plans covering midship, deckhouse, profile and deck, bulkhead of the proposed Vessel;
- 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, self-righting stability criteria 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 Preliminary layout drawings for the control/display consoles including the disposition of the gauges and instruments, and the console height, width and shape;
- 2.3 Fuel oil tanks capacity calculations with respect to requirements under the Technical Specifications; and
- 2.4 Information and a detailed descriptive account about the preliminary choice of waterjets with respect to the speed capability of the Vessel, and whether they are designed to standard waterjet series or of a proprietary design and manufacture specific for the Vessel performance requirements.

(3) External Fire-fighting system

- 3.1 Preliminary schematic layout drawings of external fire-fighting system; and
- 3.2 Brochure and Technical Information of equipment of external fire-fighting.

(4) Rescue Equipment

- 4.1 General Arrangement of Rescue Equipment on board; and
- 4.2 Brochure and Technical Information of Rescue Equipment.

Schedule 8 - Tenderer's Information

1.	Par	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; andii) 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).							
•		iculars of Tenderer's Process Agent in Hong Kong (if the Tenderer does not have an ress in Hong Kong)							
	(a)	Name of Company:							
	(b)	Address:							
	(c)	Telephone No.:							
	(d)	Fax No.:							
	(e)	Name of Person in Charge:							

2.

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.

- Owner of the shipyard and workshop facilities. (a)
- (b) Shipyard address and proposed construction site address for the Vessel if not same as the shipyard.
- List of the workshop facilities such as lifting gear, hull construction and calibration (c) 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.

Part	Particulars of Tenderer's Sub-contractor (if any)							
(a)	Name of Sub-contractor:							
(b)	Address:							
(c)	Telephone No.:							

(e) Name of Person in Charge:

Fax No.:

(d)

(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 <u>not</u> 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 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 document 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)	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) within the past ten (10) years prior to the Original Tender Closing Date set out below:

	Project name	Purchaser's name	Hull material	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)
1						
2						
••••						
••••						

(b)	xperience in the Catamaran Vessel Project(s) specified in Assessment Criterion (B)(1)(b)	of
	e Marking Scheme.	

I/We declare that I/we have completed_____ numbers of Catamaran Vessel Project(s) for the design and construction of catamaran aluminium vessel(s) each with a waterjet propulsion system. Each vessel must have a hull form of aluminium and Length Overall (LOA) between 20 metres and 25 metres and capable of achieving a speed of not less than 28 knots, in the past five (5) years prior to the Original Tender Closing Date.

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

(c)	Experience in the Search and Rescue Vessel Project(s) specified in Assessment Criterion (B)(1)(c) of the Marking Scheme.
	I/We declare that I/we have completed numbers of Search and Rescue Vessel Project(s) with search and rescue equipment installed 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	Hull Material (aluminium) (Y = Yes; N = No)	Details of Search and Rescue Functions / Operations	No. of Vessels Built
1									
2									
••••									
••••									

2. Accreditations

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)	Not Applicable	To use special means capable to hold automatically the Vessel in a predetermined position and heading by selecting the position (longitude & latitude) and required heading, via a navigation display/control panel located at the Wheelhouse Control Station or manually controlled heading by a joystick. The aforesaid means control the two outer main engines and waterjets, while the inner main engines are reserved for power take-off fire pumps.		
(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.		

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)(iii)	Paragraph 1.2.2 of the Technical Specifications	To enhance durability by committed longer service life of the offered Vessel than that specified in paragraph 1.2.2 of the Technical Specifications.		
(A)(4)(iv)	Not Applicable	Use of the equipment and/or system mitigating the discharge of oily water, black water, grey water for environmental protection of the water at sea.		

Schedule 12 - Non-collusive Tendering Certificate

Supply of Two (2) Command Boats for the Fire Services 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)ess(es) of the Tenderer(s))	of
			fer to
	the G	overnment's invitation to tender for the Contract ("Invitation to Tender") and m	ıy/our
	Tende	er in response to the Invitation to Tender.	
Nor	ı-collusi I/We r	represent and warrant that in relation to the Invitation to Tender:	
	(a)	My/Our Tender was prepared genuinely, independently and made with the int to accept the Contract if awarded;	ention
	(b)	My/Our Tender was not prepared with any agreement, arrangement, communic understanding, promise or undertaking with any person (including any other Te or competitor) regarding:	-
		(i) private	

- (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 sub-contracting 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.

serious anti-competitive conduct.

6.

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 :					

Under the Competition Ordinance (Chapter 619 of the Laws of Hong Kong), bid-rigging is

discretion, report all suspected instances of bid-rigging to the Competition Commission (the "Commission") and provide the Commission with any relevant information, including but

I/We understand that the Government may, at its