

Schedule 1 – Price Schedule

Supply of Six (6) High Speed Boarding Craft for the Hong Kong Police Force

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 Vessels as per the Contract.

Part 1 – Vessel				
Description	Item (See Notes 1 to 3)	Quantity	Unit Price (HKD/USD)* (See Note 6)	Sub-Total Price
Six (6) Vessels (each including the Daughter Boat) in Ready for Use condition together with all Equipment in compliance with all Offered Specifications and all Work in respect of such Vessels to be performed in accordance with the Contract, and all Documentation including the As-Fitted Plans and Drawings, and Training.	Item 1 to Item 6 – Vessels Each item number stands for one Vessel	6 Vessels	Vessel Unit Price A =	A x 6 =
	Sub-Total for Items 1 to 6 A (i.e. Vessel Unit Price) x 6 =			
Part 2 – Spare Parts				
Description	Item (See Note 4)	Quantity (See Note 5)	Unit Price (HKD/USD)* (See Note 6)	Sub-Total Price
Spare Parts complying with the Offered Specifications	Item 7 – Outboard Engines (as specified in Schedule 6)	12 Units	B ₁ =	B ₁ x 12 =
	Item 8 – Propellers (as specified in Schedule 6)	40 Units	B ₂ =	B ₂ x 40 =
	Item 9 – Gearbox (as specified in Schedule 6)	24 Units	B ₃ =	B ₃ x 24 =
	Item 10 – Collar (as specified in Schedule 6)	2 Shipsets	B ₄ =	B ₄ x 2 =

	Item 11 – Navigator Seats (as specified in Schedule 6)	2 Units	$B_5 =$	$B_5 \times 2 =$
	Item 12 – Jockey Seats (each unit consists of 2 seat pans) (as specified in Schedule 6)	4 Units	$B_6 =$	$B_6 \times 4 =$
	Item 13 – Poleman Bolster Support or Seats (as specified in Schedule 6)	3 Units	$B_7 =$	$B_7 \times 3 =$
	Item 14 – Electronic Navigation Equipment in compliance with the requirements in Paragraph 7.1.6 of the Technical Specifications	1 Shipset	$B_8 =$	$B_8 \times 1 =$
	Sub-Total for Items 7 to 14 $B_1 \times 12 + B_2 \times 40 + B_3 \times 24 + B_4 \times 2 + B_5 \times 2 + B_6 \times 4 + B_7 \times 3 + B_8 \times 1 =$			
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 8.2.8 of the Technical Specifications.	Item 15 – Ship Model	3 Units	$C =$	$C \times 3 =$
	Sub-Total for Item 15 $C \times 3 =$			
Total Purchase Price (i.e. The sum of the Sub-Total for Items 1 to 15 specified above):	(See Notes 4 and 5) $A \times 6 + B_1 \times 12 + B_2 \times 40 + B_3 \times 24 + B_4 \times 2 + B_5 \times 2 + B_6 \times 4 + B_7 \times 3 + B_8 \times 1 + C \times 3 =$			

Note 1: **A tender must offer to supply all the Items 1 to 15 complying with the Offered Specifications 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 2: The Sub-Total for Items 1 to 6 in Part 1 is the price of the requested number of Vessels and Equipment for such Vessels, in Ready for Use condition in compliance with and/or exceeding all of the Offered Specifications and all Work in respect of such Vessels to be performed, all Documentation including the As-Fitted Plans and Drawings, and Training.

Note 3: The term “Offered Specifications” is defined as (a) the specifications which the Tenderer has confirmed compliance in Schedule 5 of Part V (viz., (i) the Essential Requirements, (ii) the Specifications without Label, and (iii) where applicable, Desirable Specifications (all in Part VII – Technical Specifications); and (b) those specifications set out in its tender (including (i) those in the Schedules of Part V, and (ii) any Excess Proposals to be made in the manner mentioned in Clause 5.5 of Part II – Conditions of Tender

- Note 4: Spare Parts in Part 2 are additional parts complying with the Offered Specifications to be procured by the Government separate from the Vessel.
- Note 5: One “Shipset” comprises the number of units of that item which are required to be installed onboard of one Vessel as per the Offered Specifications.
- 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 Delivery</u> Item 1	Vessels as specified in Part 1 of Schedule 1, all in Ready for Use condition and delivered to the Government Dockyard	Within fourteen (14) months after the Contract Date	See the Notes below
<u>Second Delivery</u> Items 2 and 3		Within twenty (20) months after the Contract Date	
<u>Third Delivery</u> Items 4, 5 and 6		Within twenty-four (24) months after the Contract Date	
Items 7, 8 and 9	All Spare Parts as specified in Part 2 of Schedule 1 in Ready for Use condition and delivered to the Government Dockyard	<u>First Delivery</u> Four (4) units of Item 7 , twenty (20) units of Item 8 and eight (8) units of Item 9 to be delivered to the Government together with Item 1 stated above <u>Second Delivery</u> Four (4) units of Item 7 , ten (10) units of Item 8 and eight (8) units of Item 9 to be delivered to the Government together with Item 2 and Item 3 stated above <u>Third Delivery</u> Four (4) units of Item 7 , ten (10) units of Item 8 and eight (8) units of Item 9 to be delivered to the Government together with Item 4 , Item 5 and Item 6 stated above	
Item 10		<u>First Delivery</u> One (1) shipset of Item 10 to be delivered to the Government together with Item 1 stated above <u>Second Delivery</u> One (1) shipset of Item 10 to be delivered to the Government together with Item 2 and Item 3 stated above	

Items 11, 12 and 13		<p><u>Second Delivery</u></p> <p>Two (2) units of Item 11, four (4) units of Item 12 and three (3) units of Item 13 to be delivered to the Government together with Item 2 and Item 3 stated above</p>
Item 14		<p><u>First Delivery</u></p> <p>One (1) shipset to be delivered to the Government together with Item 1 stated above</p>
Item 15	Ship Models as specified in Part 3 of Schedule 1 delivered to the Government Dockyard	<p><u>Second Delivery</u></p> <p>Three (3) units to be delivered to the Government together with Item 2 and Item 3 stated above</p>

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 15 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 the 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).	Twenty percent (20%) of the Sub-total for Items 1 to 6 as specified in Part 1 of 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 Part 1 of 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 outboard engines 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 Part 1 of Schedule 1	Not Applicable
4.	In respect of each Vessel, this instalment shall be payable on issuance of the Acceptance Certificate of that Vessel.	Forty percent (40%) of the Vessel Unit Price of that Vessel as specified in Part 1 of Schedule 1	Five percent (5%) of the Vessel Unit Price of that Vessel (each Vessel in Items 1 to 6) 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 (Part 2 of Schedule 1 – Items 7 to 14) (b) Ship Models of the Vessel (Part 3 of Schedule 1 – Item 15)	One hundred percent (100%) of the sub-total price of the number of units or shipsets of each relevant item received and accepted as specified in Schedule 1	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 or a period agreed by MD 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, all 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 Vessel Unit Price as specified in Schedule 1 in respect of that Vessel (“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 Retention Money in respect of a Vessel shall be released after completion of the Warranty Period for that Vessel unless (b) below applies; and
- (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 implying 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

Item	Liquidated Damages Applicable
The Vessels (Items 1 to 6) 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>
The Spare Parts complying with and/or exceeding the Offered Specifications (Items 7 to 14) as specified in Part 2 of Schedule 1	Not applicable
The Ship Models (Item 15) 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 2.2.4 of Part VII of the Tender Documents	<p>The hull form of the offered Vessel shall be one of the following:</p> <p>a) A proven hull form which has been used for an existing vessel with the same principal dimensions and having a speed of not less than fifty (50) knots, and this existing vessel should have been successfully delivered for use by a law enforcement agency or a military organisation or coast guard agency in Hong Kong or any other parts of the world; or</p> <p>b) A design with modifications from the design based on an existing vessel having a speed of not less than fifty (50) knots with an LOA between 9m and 15m (both figures inclusive), which is in use by a law enforcement agency or a military organisation or a coast guard agency in Hong Kong or in any other parts of the world. The modified design shall be supported by the submission of details on how the proposed hull form was scaled up or down, what assumptions were made with justifications, and what is the proven method or theory used in the modification. Past examples of using such approach shall also be submitted.</p>	<p>Yes/No *</p> <p>If Yes, please identify the relevant part of the tender to support this compliance.</p>
2	Paragraph 2.3.1 of Part VII of the Tender Documents	<p>The Vessels shall be designed and constructed in accordance with the latest edition of the rules and regulations of the RO acceptable to MD. For each and every Vessel, design approval and survey during construction shall be carried out by the RO, and examinations and tests shall be witnessed by the RO. A certificate issued by the RO as per Schedule 9 of Part V shall be provided for the Vessel on delivery.</p>	<p>Yes/No *</p> <p>If Yes, please identify the relevant part of the tender to support this compliance.</p>
3	Paragraph 2.4.1 of Part VII of the Tender Documents	<p>When all of the engines are running at their declared maximum (rated) power, in WMO Sea State 0 to 2 under the Full Operational Load Condition specified in Paragraph 1.7.2(e) of Part VII the minimum achievable speed of the Vessel shall be 54 knots. Please also see Section (A)1(a) of Annex D to Part II Conditions of Tender.</p>	<p>Yes/No *</p> <p>If Yes, please identify the relevant part of the tender to support this compliance.</p>
4	Paragraph 2.4.2 of Part VII of the Tender Documents	<p>When all of the engines are running at their declared maximum (rated) power, under Light Operational Load Condition specified in Paragraph 1.7.2(e) of Part VII the minimum achievable speed of the Vessel shall be 60 knots.</p>	<p>Yes/No *</p> <p>If Yes, please identify the relevant part of the tender to support this compliance.</p>

Item	Tender Reference	Essential Requirements in Part VII	Compliance Statement (State here Yes or No)
5	Paragraph 2.4.3 of Part VII of the Tender Documents	<p>The Vessel will have two (2) Contract Speeds, which shall both be assessed as part of the acceptance trials as detailed in Paragraph 1.7 of Part VII. The Contract Speeds are to be as follows:</p> <p>a) The speed in Paragraph 2.4.2 of Part VII must be achieved in the Light Operational Load Condition specified in Paragraph 1.7.2(e) of Part VII; and</p> <p>b) The speed shall be the one offered and committed by the Tenderer in response to Section (A)1.(a) of Annex D of Part II under the Full Operational Load Condition specified in Paragraph 1.7.2(e) of this Part VII, and in the event that the Tenderer do not offer, the speed shall be 54 knots as stipulated in Paragraph 2.4.1 of Part VII.</p>	<p>Yes/No *</p> <p>If Yes, please identify the relevant part of the tender to support this compliance.</p>
6	Paragraph 2.5.1 of Part VII of the Tender Documents	<p>Length Overall (LOA): 12.5 to 15 metres</p> <p>To include any fendering, transom overhang, crash bar and engines</p>	<p>Yes/No *</p> <p>If Yes, please identify the relevant part of the tender to support this compliance.</p>
7	Paragraph 2.5.2 of Part VII of the Tender Documents	<p>Breadth: 3.5 to 4.0 metres</p> <p>To include any fendering</p>	<p>Yes/No *</p> <p>If Yes, please identify the relevant part of the tender to support this compliance.</p>
8	Paragraph 2.5.4 of Part VII of the Tender Documents	<p>Deadrise Angle: not less than 22 degrees at transom</p>	<p>Yes/No *</p> <p>If Yes, please identify the relevant part of the tender to support this compliance.</p>
9	Paragraph 2.6.1 of Part VII of the Tender Documents	<p>Material of hull, deck and mast structures shall be marine grade aluminium alloy.</p>	<p>Yes/No *</p> <p>If Yes, please identify the relevant part of the tender to support this compliance.</p>
10	Paragraph 2.7.1 of Part VII of the Tender Documents	<p>The Vessel shall be designed to have sufficient space for carrying at least two (2) crew and eighteen (18) other persons. Shock mitigating seats for all twenty (20) persons shall be provided with the Vessel as per Paragraphs 3.7.1 to 3.7.7 of Part VII.</p>	<p>Yes/No *</p> <p>If Yes, please identify the relevant part of the tender to support this compliance.</p>
11	Paragraph 2.7.2 of Part VII of the Tender Documents	<p>The Vessel shall be designed for deployment by the HKPF in Hong Kong Waters for all of the following operating profile, days per year</p>	<p>Yes/No *</p> <p>If Yes, please</p>

Item	Tender Reference	Essential Requirements in Part VII	Compliance Statement (State here Yes or No)
	Documents	and endurance: a) Number of hours /day: 6 hour/day b) Number of days/year: 330 days/year c) Endurance requirement is that, with the quantity of fuel equal to 90% of the total fuel tank(s) capacity, sufficient fuel for the Vessel shall have an endurance of 200 nautical miles at a speed of 40 knots for Full Operational Load Condition specified in Paragraph 1.7.2(e) of Part VII without refuelling. Please also see Section (A)1(b) of Annex D to Part II Conditions of Tender.	identify the relevant part of the tender to support this compliance.
12	Paragraph 3.1.1 of Part VII of the Tender Documents	The hull configuration shall be a deep “V”, stepped hull. The deadrise at the transom shall be at least twenty-two (22) degrees but not more than twenty-four (24) degrees. The deadrise at the amidships shall be at least twenty-four (24) degrees. Suitable design features should be included to minimise potential “side-kick” or “skidding” effects during high-speed manoeuvring.	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.
13	Paragraph 3.1.2 of Part VII of the Tender Documents	The strength of the hull structure shall be calculated based on reference acceleration at the longitudinal centre of gravity (LCG). This shall be not less than 6g where g is the acceleration due to gravity.	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.
14	Paragraph 3.1.3 of Part VII of the Tender Documents	The Vessel structure shall be designed according to the RO’s requirements based on the Full Operational Load Condition provided in Paragraph 1.7.2(e) of Part VII, in association with the more onerous of the following: a) A design speed of 62 knots in WMO Sea State 0 b) The design speed of 54 knots in WMO Sea State 2 (0.5m significant wave height)	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.
15	Paragraph 3.2.5 of Part VII of the Tender Documents	Intact Stability Criteria The Vessel stability shall be considered satisfactory if for the loading conditions set out in Paragraph 3.2.4(c)(i) of Part VII the Vessel is shown to meet the criteria from Part A Chapter 2 of the IMO Intact Stability Code as specified in MSC.267(85) with the exception of criteria only applicable to passenger vessels and the severe weather criterion (Chapter 3, 3.2), or alternatively the intact stability criteria presented in the UK MCA Police Boat Code (PBC3).	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.
16	Paragraph 3.2.6 of Part VII of the Tender Documents	Damaged Stability Criteria The Vessel damaged stability shall be considered satisfactory if for all the loading conditions set out in Paragraph 3.2.4(c)(i) of Part VII, the Vessel is shown to comply with sub-Paragraph (a) below with single compartment flooding.	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)
		a) The Vessel shall remain afloat, with positive freeboard at a point anywhere along the length of the vessel	compliance.
17	Paragraph 3.6.7 of Part VII of the Tender Documents	It is essential that requirements stated in Paragraphs 3.6.1 to 3.6.6 of Part VII are complied with. The Contractor shall provide a preliminary design and construction drawing of the mast and its supporting structure, showing compliance with requirements stated in Paragraphs 3.6.1 to 3.6.6 of this Part VII.	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.
18	Paragraph 3.8.3 of Part VII of the Tender Documents	The fender shall have a cross section of 'O' shape from bow to about 30% of the Vessel length and 'D' shape for the remaining length of the Vessel. The fender shall be of a foam-filled type with or without air core collar. For fender with air core collar, a tube automatic inflation and monitoring system shall be provided.	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.
19	Paragraph 4.2.1 of Part VII of the Tender Documents	The Vessel shall be powered by four (4) identical marine four-stroke outboard petrol spark ignition engines of adequate power to deliver the Contract Speeds as stated in Paragraphs 2.4.1 and 2.4.2 of Part VII. The engines shall drive stainless steel fixed pitch propellers through integral gearboxes. The two propellers driven by the two engines on the port side shall be rotating in the same direction, and the two propellers on the starboard side shall be counter rotating to those on the port side.	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.
20	Paragraph 4.2.4 of Part VII of the Tender Documents	The engines shall have a three-star rating (ultra-low emission) or higher as per the California Air Resources Board star system that describes exhaust emissions of both two-stroke and four-stroke outboard engines or equivalent standards.	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.
21	Paragraph 4.2.8 of Part VII of the Tender Documents	The engines shall be equipped with power trim with switches on the throttle controls/levers that enable the operator to adjust the trim angles on all engines from a single switch whilst making way. If the engines are not connected by a tie bar they shall have secondary individual trim control switches on the primary console. The engines shall be designed to trim fully down to start and be trimmed up as the Vessel gains momentum, until reaching the point just before ventilation begin.	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.
22	Paragraph 4.7.1 of Part VII of the Tender Documents	A gyroscopic roll stabilization ("Gyro-stabilizer") system shall be installed onboard the Vessel. The purpose is to reduce roll and other motions and, thus, to improve Vessel seakeeping when the Vessel is at rest (i.e. zero speed) or running at slow speeds. The Gyro-stabilizer must be of vacuum type, powered by DC electric supply, compact and self-contained.	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)										
23	Paragraph 4.7.2 of Part VII of the Tender Documents	<p>The Gyro-stabilizer system shall provide the minimum reduction in percentage of roll angles as shown in the table below.</p> <table border="1" data-bbox="448 465 1230 750"> <thead> <tr> <th>Roll angle (degrees)</th> <th>Minimum Roll Reduction (%)</th> </tr> </thead> <tbody> <tr> <td>less than 12</td> <td>80</td> </tr> <tr> <td>15</td> <td>60</td> </tr> <tr> <td>20</td> <td>45</td> </tr> <tr> <td>25</td> <td>35</td> </tr> </tbody> </table> <p>The performance prediction of the gyro-stabilizer system shall be shown in a report which shall be submitted to GNC and HKPF. In calculating the performance of the gyro-stabilizer, the following parameters shall be used and be clearly stated in the report:</p> <ol style="list-style-type: none"> Displacement, GM(t), rolling period, Full Operational Load Condition as stated in Paragraph 1.7.2(e) of Part VII; Power consumption (spool up and continuous operation) of the gyro-stabilizer system; Make and model of the gyro-stabilizer system; and A graph showing the percentage reduction of roll against the roll amplitude on degrees. 	Roll angle (degrees)	Minimum Roll Reduction (%)	less than 12	80	15	60	20	45	25	35	<p>Yes/No *</p> <p>If Yes, please identify the relevant part of the tender to support this compliance.</p>
Roll angle (degrees)	Minimum Roll Reduction (%)												
less than 12	80												
15	60												
20	45												
25	35												
24	Paragraph 4.10.1 of Part VII of the Tender Documents	<p>The Vessel shall be equipped with a heavy duty daughter boat for complimenting the operational requirements as stated in Paragraph 1.2.2 of Part VII. The daughter boat shall be of a standard design which have been supplied for use by government law enforcement agencies in Hong Kong or any other parts of the world. Requirements given in Paragraphs 4.10.2 to 4.10.5 of Part VII shall be complied with.</p>	<p>Yes/No *</p> <p>If Yes, please identify the relevant part of the tender to support this compliance.</p>										

Item	Tender Reference	Other Original Requirements in Part VII	Compliance Statement (State here Yes or No)
25	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)
26	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. If the Tenderer confirms compliance by stating “Yes” in the last column of the above table for Items 1 to 24, in addition to identifying the relevant parts of the Tender to support the compliance, the Tenderer should also provide a separate folder to contain supporting documents, data/information, brochure, etc. in sequence of the item numbers in this Schedule. Such supporting documents, data/information, brochure, etc. may be copied from the Technical Proposal submitted by the Tenderer.
2. Under Item 25 of this Schedule, Tenderers are deemed to have by default confirmed compliance with the Specifications without Label, regardless of whether supporting proposals have been provided. References to “Offered Specifications” in the Tender Documents which term is defined to include the Specifications without Label which the Tenderer has confirmed compliance shall include any deemed compliance and confirmed compliance after any clarification made under Clause 17.6 of Part II – Conditions of Tender.

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 the Offered Specifications	Quantity per Vessel (Please propose)	Information (Please provide details)
1. Outboard Engines complying with the Offered Specifications.		Name of Manufacturer:
		Place of Origin:
		Name of product as advertised by the Manufacturer:
		Model or Version name or number as advertised by the Manufacturer:
		Manufacturer specifications including Rated Power/Rated rpm:
2. Propellers complying with the Offered Specifications		Name of Manufacturer:
		Place of Origin:
		Name of product as advertised by the Manufacturer:
		Model or Version name or number as advertised by the Manufacturer:
		Specifications including Rated Power/Rated rpm:

3. Gearbox complying with the Offered Specifications	Name of Manufacturer:
	Place of Origin:
	Name of product as advertised by the Manufacturer:
	Model or Version name or number as advertised by the Manufacturer:
	Specifications including Rated Power/Rated rpm:
4. Collar complying with the Offered Specifications	Name of Manufacturer:
	Place of Origin:
	Name of product as advertised by the Manufacturer:
	Model or Version name or number as advertised by the Manufacturer:
	Manufacturer specifications:
5. Navigator Seats complying with the Offered Specifications	Name of Manufacturer:
	Place of Origin:
	Name of product as advertised by the Manufacturer:
	Model or Version name or number as advertised by the Manufacturer:
	Specifications including range of environmental operational limits, shock mitigation mechanism, materials, etc.:
6. Jockey Seats complying with the Offered Specifications	Name of Manufacturer:
	Place of Origin:
	Name of product as advertised by the Manufacturer:

		Model or Version name or number as advertised by the Manufacturer:
		Specifications including range of environmental operational limits, shock mitigation mechanism, materials, etc.:
7. Poleman Bolster Support or Seats complying with the Offered Specifications		Name of Manufacturer:
		Place of Origin:
		Name of product as advertised by the Manufacturer:
		Model or Version name or number as advertised by the Manufacturer:
		Manufacturer specifications:
8. Gyro-stabilizer complying with the Offered Specifications		Name of Manufacturer:
		Place of Origin:
		Name of product as advertised by the Manufacturer:
		Model or Version name or number as advertised by the Manufacturer:
		Manufacturer specifications including power source, weight, size, etc.:
9. Boat Lift System complying with the Offered Specifications		Name of Manufacturer:
		Place of Origin:
		Name of product as advertised by the Manufacturer:
		Model or Version name or number as advertised by the Manufacturer:

		Manufacturer specifications including details of flotation chambers, lifting capacity, size limit of vessels to be lifted, power source required, etc.:
10. Daughter Boat complying with the Offered Specifications		Name of Manufacturer:
		Place of Origin:
		Name of product as advertised by the Manufacturer:
		Model or Version name or number as advertised by the Manufacturer:
		Manufacturer below specifications (including details of propulsion engine, propeller, fuel tank/bladder, folded dimensions, floor, total payload, speed associated with what payload, etc.): a) Length x Breadth: b) Engine maker, model and rated power: c) Propeller: d) Fuel tank/bladder: e) Folded dimensions: f) Floor structure/composition: g) Total payload: h) Speed and associated payload: i) Buoyancy tube inflation system: j) ISO 6185-3 compliance with certificate (Y/N): k) Others (please specify):
11. All the Electronic Navigation Equipment under Paragraph 7.1.6 of Part VII complying with the Offered Specifications		Name of Manufacturer:
		Place of origin:
		Model or Version name or No. as advertised by the Manufacturer:
		Manufacturer specifications :
12. 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 Offered Specifications specified in the Technical Specifications (please specify details)		

Notes:

- (a) **A Tenderer's failure to submit the name of the manufacturer and model or version (name or No.) of each items 1 to 12 (where applicable) in this Schedule 6 will lead to disqualification.**
- (b) All product literature published by the manufacturer for each of the items above shall be attached to this Schedule.
- (c) The Tenderer should note that the Vessel is for use in Hong Kong and it is desirable for the Tenderer to offer models of outboard 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 support 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 5 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 to 5 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.
- (c) The information provided in paragraph 6 below relates to some of the drawings information, together with the supporting documents, to be submitted under Annex D - Marking Scheme of Part II for evaluation. **If the Tenderer fails to provide the information in relation to paragraph 6 below before the Tender Closing Date or fails to provide supporting documents as mentioned before the Tender Closing Date; or if the supporting documents do not prove the proposed technical features (i.e. the specified assessment criteria in (A)1 – Functional Aspects and (A)2 – Operational Aspects as mentioned in paragraph 6 below), no mark will be given to the Tenderer for the relevant Assessment Criteria.**

1. Design and Construction of the Proposed Vessel

- 1.1 Preliminary General Arrangement Plan of the proposed Vessel (“Preliminary GA Plan”) showing as a minimum the disposition of seats, main operational console, fuel tanks, gyro-stabilizer, daughter boat when folded, bimini, mast and presented with main dimensions;
- 1.2 Preliminary lines plan of the proposed Vessel showing the hull form with details
- 1.3 If the hull form is based on an existing vessel as described in Paragraph 2.2.4(a) of Part VII, further details as listed below shall be submitted:
 - 1.3.1 List of users of the vessels which are having the same hull form;
 - 1.3.2 Details of the same hull form of existing vessels, including but not limited to principal dimensions, deadrise angle, total payload, number of persons that the vessel was designed to carry, propulsion system, engine power, speed, and delivery date (Month and Year); and
- 1.4 If the hull form is derived from the approach as described in Paragraph 2.2.4(b) of Part VII, further details as listed below shall be submitted:
 - 1.4.1 List of users of the vessels which are having the basis hull form;
 - 1.4.2 Details of the basis hull form, including but not limited to principal dimensions, deadrise angle, total payload, number of persons that the vessel was designed to carry, propulsion system, engine power, speed, and delivery date (Month and Year);
 - 1.4.3 Details on how the proposed hull form was scaled up or down;
 - 1.4.4 Assumptions used in scaling up or down, with justifications;
 - 1.4.5 The proven method or theory used in the modification; and
 - 1.4.6 Past examples of using such approach shall also be submitted;
- 1.5 Preliminary stability information and intact stability calculation with the curves of stability when the vessel is in the Light Operational Load Condition and Full Operational Load Condition as specified in Paragraph 1.7.2(e) of Part VII;
- 1.6 Preliminary damaged stability with each compartment of the proposed Vessel being damaged when the vessel is in the Light Operational Load Condition and Full Operational Load Condition as specified in Paragraph 1.7.2(e) of Part VII;

- 1.7 Preliminary Construction plans – covering midship (including thickness of bottom shall plate), profile and deck, bulkhead of the proposed Vessel (“Preliminary Construction Plan”);
- 1.8 Preliminary weight and centre of gravity calculations with breakdowns of major weight items of the proposed Vessel when the vessel is in the Light Operational Load Condition and Full Operational Load Condition as specified in Paragraph 1.7.2(e) of Part VII;
- 1.9 Preliminary design and construction drawings of the collapsible or foldable mast and its supporting structure, showing compliance with requirements stated in Paragraphs 3.6.1 to 3.6.6 of Part VII;
- 1.10 Calculations of power/speed estimation for the Contract Speed(s) at the Light Operational Load Condition and Full Operational Load Condition as specified in Paragraph 1.7.2(e) of Part VII, together with a descriptive account of the philosophy and methodology employed for such speed predictions/evaluations; and
- 1.11 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, Light Operational Load Condition and Full Operational Load Condition as specified in Paragraph 1.7.2(e) of Part VII.

2. Machinery

- 2.1 Fuel oil tanks capacity calculations showing compliance with the requirements set out in Paragraph 2.7.2(c) of Part VII.
- 2.2 Technical information of the following:
 - 2.2.1 Propulsion engine as published by the engine manufacturer, including fuel oil consumption data and exhaust emission standards;
 - 2.2.2 Propellers;
 - 2.2.3 Gyro-stabilizers with performance prediction report; and
 - 2.2.4 Geostationary Virtual Anchoring System.

3. Daughter Boat

- 3.1 Technical information of the proposed daughter boat including overall dimension when inflated (length and breadth), folded dimensions, propulsion engine (maker, model and rated power), propeller, fuel tank/bladder (materials and capacity), floor structure, total payload, speed and associated payload, buoyancy tube inflation system, certification (ISO 6185-3 compliance), etc.

4. Electronic Navigation Equipment

- 4.1 Technical information of the major electronic navigation equipment as specified in Chapter 7 (Electronic Navigational Equipment) of Part VII.

5. Outfitting on the Vessel and Floating Lift

- 5.1 Technical information of the following:
 - 5.1.1 Collar of the Vessel;
 - 5.1.2 Navigation seats;
 - 5.1.3 Jockey seats;
 - 5.1.4 Poleman bolster support or seat; and
 - 5.1.5 Boat lift system.

6. Others

- 6.1 If not already provided pursuant to paragraph 1.10 above, extra documents and drawings shall be submitted to support the claims of the higher speed corresponding to the marks granted than that is required in Paragraph 2.4.1 of Part VII can be achieved. Detailed description is given in in (A)1(a) of the Marking Scheme in Annex D to Part II.
- 6.2 If not already provided pursuant to paragraph 2.1 above, extra documents and drawings shall be submitted to support the claims of the increased endurance corresponding to the marks granted, where the minimum acceptable endurance requirement is given in Paragraph 2.7.2(c) of Part VII, can be achieved. Detailed description is given in in (A)1(b) of the Marking Scheme in Annex D to Part II.
- 6.3 The report of (a) full scale trial; or (b) computational fluid dynamics calculation; or (c) model tank test; shall be submitted to support the claims of the turning performance of the proposed Vessel in meeting the maximum distance corresponding to the marks granted, with detailed description and analysis as requested in (A)2(a) of the Marking Scheme in Annex D to Part II.
- 6.4 The report of (a) full scale trial; or (b) computational fluid dynamics calculation; or (c) model tank test; shall be submitted to support the claims of the turning performance of the proposed Vessel in meeting the minimum time corresponding to the marks granted, with detailed description and analysis as requested in (A)2(b) of the Marking Scheme in Annex D to Part II.

Schedule 8 - Tenderer's Information

1. Particulars of Tenderer:

(a)	Name of the Tenderer	
(b)	Principal place of business of the Tenderer (in address form)	
(c)	Type of business entity of the Tenderer	company / sole proprietorship / partnership / incorporated joint venture/ unincorporated joint venture /other* (*Please delete whichever is not applicable.)
(d)	Shareholders/partners/proprietor/parties of the Tenderer and their percentage of ownership/voting power/financial contribution	
(e)	Length of business operation	
(f)	Names of the following officers of the Tenderer: <i>(i) managing director/partners/JV party;</i> <i>(ii) other directors; and</i> <i>(iii) sole proprietor</i>	
(g)	Place and date of incorporation or formation	
(h)	Business profile information of the Tenderer including the number and location of full time/contract employees, core business strategies and strength, and industry expertise	
(i)	Names and addresses of banks which are prepared to provide references or other relevant financial data which indicate the financial viability of the Tenderer	
(j)	A copy of a valid Business Registration Certificate issued under the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong) (or documentary evidence showing that the Tenderer is exempted from business registration under the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong)); or if the Tenderer does not carry on business in Hong Kong, the equivalent documents issued by the place of business of the Tenderer	Please attach if applicable.

(k)	(whether the Tenderer is a company) a copy of the Memorandum (if any) and Articles of Association, Certificate of Incorporation, Certificate of Change of Name (if any) or equivalent documents issued by the authority of the place of incorporation of the Tenderer	Please attach if applicable.
(l)	(if the Tenderer is a company incorporated in Hong Kong or is registered as a non-Hong Kong company under the Companies Ordinance, Chapter 622 of the Laws of Hong Kong) a copy of the latest annual return filed with the Companies Registry and all subsequent filings since the latest annual return; or (if not) the equivalent documents issued by the authority of the place of incorporation of the Tenderer	Please attach if applicable.
(m)	if the Tenderer is a subsidiary, the name(s) and place(s) and date(s) of incorporation of its immediate and ultimate holding companies;	
(n)	A copy of the relevant document proving that the authorised person(s) who sign(s) the Offer to be Bound has/have the authority to sign it for and on behalf of the Tenderer	Please attach if applicable.
(o)	If the Tenderer is a joint venture, a copy of joint venture agreement	Please attach if 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 or a joint venture party of the Tenderer.

- (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 1.5.3, 1.5.4, 2.3.4 and 2.3.5 of Part VII - Technical Specifications.)

Name of the Recognised Organisation:	<i>[Please state the name of the Recognised Organisation here]</i>
Rules and regulations to be followed by the Contractor in performing the design and construction of the Vessel:	<i>[Please state the Rules, guidance, and standards issued by the RO named above for governing the design and construction of the Vessel]</i>
Class notation:	<p><i>[Please state here your proposed notations to be used in the design and construction of the vessels upon which the design appraisal of the Vessel carried out by the RO is based, and are stated in the design appraisal document issued by the RO for the hull structure:</i></p> <p>a) <i>Lloyd's Register ("LR") ✗100A1 SSC PATROL HSC G2; or</i> b) <i>DNVGL ✗A1 HSLC PATROL R3; or</i> c) <i>American Bureau of Shipping ("ABS") ✗A1 HSC SPECIAL GOVERNMENT SERVICE AMS;</i> d) <i>RINA PC +HULL; PATROL; OFFSHORE NAVIGATION or</i> e) <i>Other notations equivalent to any of the above, subject to agreement of GNC]</i></p>
Certification:	<i>[Please state whether a <u>Classification Certificate</u>, or <u>Certificate of hull construction or equivalent certificate subject to endorsement on satisfactory annual, intermediate and renewal surveys</u> will be provided on completion of the Vessel.]</i>
Statement:	<i>[Please state a <u>Risk Assessment Statement as per Paragraph 2.3.3 (opening paragraph) of Part VII</u> will be provided on completion of the <u>Vessel</u>.]</i>

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 Accreditation

The Tenderer shall provide in the relevant table below information of its past experience of the different types of Vessel Project(s) and Accreditations(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(a) and (B)1(b) of the Marking Scheme, the supporting documents shall include relevant contracts, General Arrangement Plan, and acceptance documents or other documents evidencing of acceptance by the purchaser of the vessel to which the “Design Type” of vessels 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) Experience in the Design and Construction of Vessel Project(s) specified in Assessment Criterion (B)1(a) of the Marking Scheme

I/We confirm that I/we have _____ number of years of experience in the completion of the design and construction of vessels with the hull being constructed in aluminium and used by ***law enforcement agencies or military organisations or coast guard agencies in Hong Kong or any other part of the world*** (hereinafter “LEA”) in the past ten (10) years prior to the Original Tender Closing Date with details below.

	Project name	Purchaser’s name	LEA as described above (Yes/No)	Hull materials	Contract date (dd/mm/yy)	Date of acceptance of the completed vessel by the purchaser (dd/mm/yy)	Remarks
1							
2							
3							
:							
:							

(b) Experience in the Design and Construction of Vessel Project(s) specified in Assessment Criterion (B)1(b) of the Marking Scheme

I/We confirm that I/we have experience in the completion of the design and construction of _____ number of vessels with the hull being constructed in aluminium and used by *law enforcement agencies or military organisations or coast guard agencies in Hong Kong or any other parts of the world* (hereinafter “LEA”) in the past ten (10) years prior to the Original Tender Closing Date with details below.

	Project name	Purchaser's name	LEA as described above (Yes/No)	No. of vessels	Hull materials	Length overall (metres)	Deadrise angle at transom (degrees)	Speed (knots)	No. of outboard engines	Contract date (dd/mm/yy)	Date of acceptance of the completed vessel by the purchaser (dd/mm/yy)	Remarks
1												
2												
3												

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 in the above tables 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)3 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)3(a)	Paragraph 1.2.2(a) of the Technical Specifications			
(A)3(b)	Paragraph 1.2.2(b) of the Technical Specifications			
(A)3(c)	Paragraph 1.2.2(c) of the Technical Specifications			
(A)3(d)	Paragraph 1.2.2(d) of the Technical Specifications			

Schedule 12 - Non-collusive Tendering Certificate

Supply of Six (6) High Speed Boarding Craft for the Hong Kong Police Force

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 :
