## Part V - Schedules

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## Schedule 1 – Price Schedule

## Supply of Two (2) Mobile Response and Command Platforms (MRCP) for the Hong Kong Police Force

To:	The Government of the	Hong Kong Special Adm	inistrative Region of the	People's Republic	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 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		
Two (2) Vessels (each excluding the Hovercraft and Daughter Boat) in Ready for Use condition together with all Equipment	Item 1 and Item 2 – Vessels Each item number stands for one Vessel	2 Vessels	Vessel Unit Price A =	A x 2 =		
in the quantities specified in Part VII — Technical Specification which are to be installed on board of the Vessel in compliance the Offered Specifications, and all Work in respect of such Vessel to be performed in accordance with the Contract, and all Documentation including the As-Fitted Plans and Drawings, and Training.	Sub-Total: Items 1 and 2 A (i.e. Vessel Unit Price) x 2 =					

## 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 for the Vessel complying with the Offered Specifications.	Item 3 – Main engines (as proposed in Schedule 6)	1 Shipset	$B_1 =$	$B_1 \times 1 =$
	Item 4 – Reduction gearboxes (as proposed in Schedule 6)	1 Shipset	$B_2=$	B <sub>2</sub> x 1=
	Item 5 – Waterjets completed with pump, gearing, casing and power pack (as proposed in Schedule 6)	1 Shipset	$B_3$	B <sub>3</sub> x 1 =

	Item 6 – Electric generator(s)  (as proposed in Schedule 6)	1 Shipset	B <sub>4</sub> =	B <sub>4</sub> x 1=
	Item 7 – Bow thruster units  (i.e. motor, variable frequency drive, propeller, gearing and coupling if applicable)  (as proposed in Schedule 6)	1 Shipset	B <sub>5</sub> =	B <sub>5</sub> x 1=
	Item 8 – External firefighting fire-pump (i.e. motor, variable frequency drive, motor, gearing and coupling if applicable)  (as proposed in Schedule 6)	1 Shipset	$B_6 =$	B <sub>6</sub> x 1=
	Item 9 – All Operational Systems as described in Paragraph 9.2.7 of Part VII – Technical Specifications.	1 Shipset	B <sub>7</sub> =	B <sub>7</sub> x 1 =
	Sub-Total: Items 3 to 9 $B_1 \times 1 + B_2 \times 1 + B_3 \times 1 + B_4 \times 1 + B_6 \times 1 + B_7 \times 1 =$	B <sub>5</sub> x 1+		
	Part 3 - Ship Mo	odel		
Description	Item (See Note 7)	Quantity	Unit Price (HKD/USD)* (See Notes 6 & 7)	Sub-Total Price
Ship Model (with Daughter Boat and Hovercraft on) in compliance with the	Item 10 – Ship Model (Scale 1:25)	1 Unit	$C_1 =$	$C_1 \times 1 =$
requirements in Paragraph 11.2.11 of Part VII - Technical Specifications.	Item 11 – Ship Model (Scale 1:50)	1 Unit	$C_2 =$	$C_2 \times 1 =$
	<b>Sub-Total: Items 10 and 11</b> $C_1 \times 1 + C_2 \times 1 =$	I		_
Total Purchase Price (i.e. The sum of the Sub-Total for Items 1	(See Notes 4 and 5) $A \times 2 + B_1 \times 1 + B_2 \times 1 + B_3 \times 1 + 1$ $B_6 \times 1 + B_7 \times 1 + C_1 \times 1 + C_2 \times 1$			

- A tender must offer to supply all the Items 1 to 11 complying with the Offered Specifications Note 1: in this Schedule. The Tenderer shall not propose two or more different designs and/or models of the Vessel in the same tender in response to this Invitation to Tender with different pricing (viz., different Total Purchase Prices and/or different Vessel Unit Prices). If the Tenderer fails to comply with the foregoing, the Tenderer's tender will not be considered further. Whilst the Tenderer is neither required nor encouraged to propose two or more different designs and/or models of the Vessel, a Tenderer wishing to do so shall submit two or more tenders, each tender with its own set of Technical Proposal and Price Proposal (comprising one single quotation of the Total Purchase Price and Vessel Unit Price) and covering just one design and model of the offered Vessel to which the tender relates. If the evaluation is no longer possible in the aforesaid manner, the Tenderer's tender will be disqualified. In this connection, the Government reserves the power to seek clarification with the Tenderer as to whether it has submitted only one single Total Purchase Price and one single Vessel Unit Price in Schedule 1 of Part V any time before the price evaluation. A partial tender for some but not all items specified in this Schedule will not be considered. Please refer to Clauses 3.2 and 12.1 of Part II-Conditions of Tender for details.
- Note 2: The Sub-Total for Items 1 and 2 in Part 1 is the price of the requested number of Vessels, and Equipment **excluding the Hovercraft and Daughter Boat** for such Vessels in Ready for Use condition complying with 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 in Part VII Technical Specifications which are (i) the Essential Requirements, (ii) the Specifications without Label (except those subject to Counter-Proposals as further mentioned in (b)(iii) below), and (iii) those Desirable Specifications which the Tenderer has confirmed compliance in Schedule 11 of Part V; and (b) to the extent not inconsistent with the foregoing, those specifications set out in the Tenderer's tender including (i) those in the Schedules of Part V; (ii) any Excess Proposals set out in Schedule 11 (Excess Proposals) of Part V; and (iii) any Counter-Proposals to the Specifications without Label to be made in the manner specified in Clause 17.3 of Part II).
- 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. For Equipment forming part of the Vessel in Part 1 as well as for each of these Spare Parts, the Tenderer may not propose different models or versions of different product series and/or from different manufacturers for the same Equipment (or its Spare Part).
- 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 Part II 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.

<sup>\*</sup> Delete as appropriate

## **Schedule 2 - Delivery Schedule**

Item	Description	Delivery Date	Remarks
First Delivery Item 1 (First Vessel)	but excluding the Hovercraft and Daughter Boat) as specified in Part 1 of Schedule 1, all in Ready for Use condition and delivered to the Government Dockyard.	First Vessel: Within twenty-seven (27) months after the Contract Date.	See the Notes below.
Second Delivery Item 2 (Second Vessel)		Second Vessel: Within thirty-six (36) months after the Contract Date.	
Items 3 to 9	All Spare Parts as specified in Part 2 of Schedule 1 in Ready for Use condition and delivered to the Government Dockyard.	To be delivered to the Government together with the First Vessel (i.e. Item 1) stated above.	
Items 10 and 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 Vessel (i.e. Item 1) stated above.	

- Note 1: Each of the Delivery Date for Items 1 and 2 and the Delivery Date for Items 3 to 9 are essential requirements and are not subject to any counter-proposal.
- Note 2: The Contractor shall provide the Government with fourteen (14) days advance notice in writing of Vessel's delivery.
- Note 3: All the items described in Items 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 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 Part IV - 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 Part IV - 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 Subtotal for Items 1 and 2 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 and superstructure of that Vessel; (b) receipt by the Government of an Advance Payment Bond in the form set out in Annex A to Part IV - 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 main propulsion engines, reduction gearboxes, shafting and the waterjet propulsion systems as specified in Paragraphs 7.2 7.7 and 7.8 of Part VII – Technical Specifications for that Vessel; and (b) upon receipt by the Government of an Advance Payment Bond in the form set out in Annex A to Part IV - 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

No.	Stages	Instalment Payment in Percentage	A portion of the Instalment Payment to be Retained by the Government
4.	In respect of each Vessel, this instalment shall be payable on issuance of the Acceptance Certificate of that Vessel.	Fifty percent (50%) 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 as specified in Part 1 of 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 the acceptance by the Government on receipt from the Contractor the following Items:  (a) Spare Parts (Part 2 of Schedule 1 - Items 3 to 9); and  (b) Ship Model of the Vessel (Part 3 of Schedule 1 - Items 10 and 11)	One hundred percent (100%) of the price for the Items specified opposite based on the prices for these Items as specified in Parts 2 and 3 of Schedule 1 of Part V	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 Part IV 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 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 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**

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 (including without limitation all Major Equipment specified in Schedule 6, the EFFS specified in Chapter 10 of Part VII, and all Operational Systems specified in Chapter 9 of Part VII), 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 inspection, tests and trials in the Technical Acceptance or failure to comply with any requirement of the Contract (including without limitation the Offered Specifications, the Warranties or the Schedules), or even if such delivery has been made, but fails to procure and ensure that Vessel and all Equipment (including without limitation all Major Equipment listed in Schedule 6, the EFFS specified in Chapter 10 of Part VII, and all Operational Systems specified in Chapter 9 of Part VII), 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 0.121% 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 14.52% of the Vessel Unit Price.
Part 2	The Spare Parts complying with the Offered Specifications (Items 3 to 9) as specified in Part 2 of Schedule 1	Not applicable
Part 3	The Ship Models (Items 10 and 11) 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 2.1.5 of Part VII of the Tender Documents	The design of the hull form for the offered Vessel shall be either one of the following:  (a) The same as the design of any other existing catamaran vessel, whether designed and built or just built by the Tenderer or another person, where the proposed hull form for the offered Vessel shall have the same principal dimensions of the hull including length, breadth and depth, and the same hydrostatic particulars and hull characteristics as that existing catamaran vessel, which is in service before the Original Tender Closing Date ("existing catamaran"). The existing information regarding Power/Speed relationships for the Contract Speed of such other existing catamaran in compliance with the requirements in Paragraph 2.3 of Part VII shall be provided; or  (b) A design with modifications from the design based on an existing catamaran vessel with a length of the hull between 30m and 45m (both figures inclusive) with similar hull characteristics of the offered hull form ("existing catamaran"), which is in service before the Original Tender Closing Date. The design with modifications shall meet the minimum Contract Speed requirements specified in Paragraph 2.3 of Part VII. Whilst the Government reserves the right to ask for submission if found missing in the tender after the Tender Closing Date, the Tenderer shall prove that the modified design comply with the minimum Contract Speed requirements as aforesaid by either through the provision of the corresponding model test report or the corresponding report of computation fluid dynamic calculations. In case with model test report, it shall be in relation to a model test conducted no earlier than 60 months preceding the Original Tender Closing Date at an International Towing Tank Conference ("ITTC") member's establishment as at the date of the test report. The test report shall confirm the ship resistance, speed and powering of the Vessel and shall have confirmed that the model vessel with the modified design complies with the ITTC requirements.	Yes/No *  If Yes, please identify the relevant part of the tender to support this compliance.
2	Paragraph 2.3.1 of Part VII of the Tender Documents	The Contract Speed of the Vessel with the Daughter Boat and the Hovercraft onboard, when propelled by its two main diesel engines each running at its 100% maximum continuous rating ("MCR"), shall not be less than 25 knots, when running under the conditions of World Metrological Organisation ("WMO") Sea State Code 0 to 2 and under the loading and test conditions more particularly described in Annex 5 to Part VII and further observing the requirements specified in Paragraph 2.3.2 of Part VII.	Yes/No *  If Yes, please identify the relevant part of the tender to support this compliance.

Item	Tender Reference	Essential R	equirements in Part VII	Compliance Statement (State here Yes or No)
3	Paragraph 2.4.1 of	The Vessel shall comply v	with the following:	Yes/No *
	Part VII of the Tender Documents	Length Overall (LOA):	Between 39 and 41 metres. (Fenders included)	If Yes, please identify the relevant part of the
		Breadth (B):	≤13 metres. (Fenders included)	tender to support
		Maximum Draught (T):	≤3.0 metres.	this compliance.
		foremost fixed permanent fixed permanent structur include the waterjet syst indicate the length overal	the distance between the foreside of the structure and the aft side of the aftermost e of the Vessel (transom), but does not em and out-fittings. The Tenderer shall I of the Vessel in dimensional scale in the an submitted according to Schedule 7 of	
4	Paragraph 2.5.1 of	The vessel shall comply w	ith the following:	Yes/No *
	Part VII of the Tender Documents	Material of Hull structure: Material of Superstructure	,	If Yes, please identify the relevant part of the tender to support this compliance.
5	Paragraph 2.6.1 of Part VII of the Tender Documents	Two waterjet propulsion to engines. The port and identical from the same in deliver the same horsep- identical with each other.	Yes/No *  If Yes, please identify the relevant part of the tender to support this compliance.	
6	Paragraph 2.7.1 of Part VII of the Tender Documents	Paragraph 1.2.1 of Part VI capability to operate in the	the HKPF for the operations as listed in II, shall be designed and built to have the e Hong Kong waters and adjacent waters ately 50 nautical miles from the boundary	Yes/No *  If Yes, please identify the relevant part of the tender to support this compliance.
7	Paragraph 2.7.2 of	The Vessel shall comply v	with the following operational profile:	Yes/No *
	Part VII of the Tender Documents	Number of hours/day:	20 hours/day	If Yes, please
		Number of days/year:	250 days/year	identify the relevant part of the
		Endurance for fuel	72 hours	tender to support this compliance.
		capacity:	(For the calculation purpose, 12 hours within the 72-hour period will be at 100% MCR, whilst the remaining period will be at 5 knots.)	инь сопірнансе.

Item	Tender Reference	Essential Requirements in Part VII	Compliance Statement (State here Yes or No)
8	Paragraph 3.3.9 of Part VII of the	Intact Stability Criteria  The stability of the Vessel with the Daughter Boat and Hovercraft	Yes/No *  If Yes, please
	Tender Documents	onboard shall show its compliance with the applicable requirements in Chapter 2 and Annex 7 of the IMO 2000 HSC Code and the calculations shall be with reference to each set of the loading conditions specified in Paragraph 3.3.5 of Part VII.	identify the relevant part of the tender to support this compliance.
9	Paragraph 3.3.10(a)	Damaged Stability Criteria	Yes/No *
	of Part VII of the Tender Documents	Transverse bulkheads shall be arranged to maintain the stability of the Vessel with the Daughter Boat and Hovercraft onboard even there is flooding of any one underdeck compartment occurred. The corresponding residual stability shall meet the applicable requirements in Chapter 2 and Annex 7 of the IMO 2000 HSC Code, with reference to each set of the loading conditions specified in Paragraph 3.3.5 of Part VII.	If Yes, please identify the relevant part of the tender to support this compliance.
10	Paragraph 4.1.3 of Part VII of the	The Vessel shall be designed and constructed to be capable of carrying all of the following:	Yes/No *
	Tender Documents	Number of Crew 19	If Yes, please identify the
		Number of Police Officers 100	relevant part of the tender to support this compliance.
11	Paragraph 4.1.16(a) of Part VII of the Tender Documents	The ballistic protection of the Vessel ("Ballistic Protection") is to be designed and installed in accordance with the requirement of STANAG 4569 Level 2 (or equivalent) noting that by ballistic requirements, the requirements concerning the 20mm Fragment Simulated Projectile are excluded. The Tenderer shall produce a Ballistic Protection plan for the Wheelhouse, excluding the windows therein.	Yes/No *  If Yes, please identify the relevant part of the tender to support this compliance.
12	Paragraph 4.28.5(a) of Part VII of the Tender Documents	One (1) Davit Launch And Recovery System ("Davit LARS") compliant with the requirements of the Safety of Life at Sea Convention ("SOLAS") (where applicable) for stowing, launching and recovering of one (1) ≤ 6.8 m self-righting daughter boat, as further specified in Paragraph 4.28.5(c) of Part VII (viz., the Daughter Boat). The LARS shall be designed so that launch and recovery of the Daughter Boat, with a minimum of two crew onboard the Daughter Boat, can be performed safely using a dedicated control panel. The Davit LARS, based on the design and model as proposed in Schedule 6 of Part V, shall be proprietary made.	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)
13	Paragraph 7.2.1 of Part VII of the Tender Documents	The Vessel shall be equipped with two electrically started, fresh water cooled marine diesel engines of adequate power for the Contract Speed. The rating of the engines for the Vessel shall have an annual operation of 5000 hours. The diesel engines shall meet IMO Tier II emission requirements.	Yes/No *  If Yes, please identify the relevant part of the tender to support this compliance.
14	Paragraph 7.2.4 (a) of Part VII of the Tender Documents	The estimated engine propulsive power from all engines required for attaining the Contract Speed of the Vessel under the Official Speed Trial conditions as stated in Paragraph 1 of Annex 5 to Part VII, together with a descriptive account of the engineering principles and methodology employed for such propulsive power estimate and evaluation shall be provided by tenderer. The Tenderer shall also submit the estimated speed-power requirements and characteristic curves of the propulsion system for the Vessel to support its claim for the achievable at least 25 knots Contract Speed at 100% MCR.	Yes/No *  If Yes, please identify the relevant part of the tender to support this compliance.
15	Paragraph 7.4.1 of Part VII of the Tender Documents	Two (2) or more electrically started and fresh water-cooled diesel generators of brushless self-excitation and ventilated type compatible with the design of the power distribution system as stated in Paragraph 8.2 Electrical Power Distribution System of Part VII shall be installed. The rating of the engines of the diesel generators shall be for Unrestricted Continuous Operation and the alternator shall have 10% overload capability for not less than 15 minutes of time. Synchronizing operation is required.	Yes/No *  If Yes, please identify the relevant part of the tender to support this compliance.
16	Paragraph 7.10.1 of Part VII of the Tender Documents	A position keeping system shall be provided. The system shall automatically hold the Vessel in a predetermined position and heading by controlling the speed (RPM) of the Vessel's waterjets and bow thrusters and adjusting the jet stream angles of the waterjets. A control panel shall be fitted at the Wheelhouse Control Station within the reach of coxswain to enable the aforesaid control and adjustment.	Yes/No *  If Yes, please identify the relevant part of the tender to support this compliance.
17	Paragraph 7.10.2 of Part VII of the Tender Documents	In addition, the position keeping system shall also provide an additional function, namely weathervaning position keeping. When this position keeping function is selected, the system shall automatically hold the Vessel in a predetermined position but weathervane without holding a specific vessel heading in order to weathervane to a heading with the least combined environmental load from wind, wave and current.	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)
18	Paragraph 9.3.5 of Part VII of the Tender Documents	The Integrated Navigation System (INS) shall be connected by a dual path network(s) with all the ENE as listed in Paragraph 9.4.1 of Part VII so that the data and images generated from each such ENE can be shown on the display monitors of the INS. The ENE to be connected to the INS must include ECDISs, radars, S-AIS, DGNSS, satellite compass, echo sounder, CCTV, MARSAS, EOSS, television receiver and all others as listed in Paragraph 9.4.1 of Part VII. The information and images shall be shared and viewed on all designated displays as listed in Paragraphs 9.3.2 (a) to (q) of Part VII. The network(s) shall be dual path network(s) with redundancy incorporated so that no service interruption would occur in the event of any single failure in the network(s). Any necessary network security equipment including firewall, for network isolation from other onboard networks shall be provided and installed by the Contractor at no extra cost to the Government. The processing power of the network security equipment shall fit to the design requirements.	Yes/No *  If Yes, please identify the relevant part of the tender to support this compliance.
19	Paragraph 10.1.5 (c), (d), (e) and (f) of Part VII of the Tender Documents	The external fire-fighting system shall meet the following requirements:  (c) One fixed remote water monitor, as more particularly described in Paragraph 10.8 of Part VII, having a minimum capacity to pump water of 360 m3 per hour at a discharge pressure of 4-16 bar providing both jet and fog patterns, shall be installed as part of the external fire-fighting system on the Vessel. The monitor shall be fitted on the foredeck and be remotely controlled from the Wheelhouse through the control as more particularly described in Paragraph 10.7 of Part VII;  (d) The EFFS shall be capable of throwing water not less than 70m in a jet pattern at the maximum pressure;  (e) The fire pump of the EFFS as more particularly described in Paragraph 10.2 of Part VII shall be dedicated and independent from other systems; and  (f) The fire pump of the EFFS shall be electrically driven whilst complying with the following:  (1) avoiding a sudden build-up of water pressure (water hammering); and  (2) avoiding a sudden impact upon the electrical system.	Yes/No *  If Yes, please identify the relevant part of the tender to support this compliance.

<sup>\*</sup>Deleted as appropriate

Item	Tender Reference	Specifications without Label in Part VII	Compliance Statement (State here Yes or No)
20	Part VII of the Tender Documents	The Tenderer shall also confirm whether or not it will comply with all other specifications set out in the Technical Specifications, which are without any label (collectively, "Specifications without Label") if the Contract is awarded to it.  The Tenderer may make Counter-Proposal(s) to these Specifications without Label (excluding Annexes 1 to 12 to Part VII) in accordance with Clauses 5.4 and 17.3 of Part II – Conditions of Tender.	Yes Except for the following Specifications without Label: Please identify the Paragraph numbering of Part VII (excluding its Annexes 1 to 12) (at the applicable level) containing such specifications where the answer is "No". If not, it shall be deemed that the Tenderer commits to comply with all of the Specifications without Label. For submission of supporting proposals and where applicable, Counter-Proposal(s), if any, please see Note 2 below.

<sup>\*</sup>Deleted as appropriate

## Notes:

- 1. The Tenderer shall confirm compliance by stating "Yes" in the last column of the above table for each Item under the heading "Essential Requirements in Part VII" in the table above, otherwise, subject to any clarification request which may be made by the Government, its tender will not be considered. In addition, to identify the relevant parts of the Tender to support the compliance with the Essential Requirements in Part VII, the Tenderer should also provide a separate folder to contain supporting documents, data/information, brochure, etc. in sequence of the item numbers. Such supporting documents, data/information, brochure, etc. may be copied from the Technical Proposal submitted by the Tenderer. The last column of the table in Schedule 7 shall contain appropriate pointer to the material in this folder to prove compliance with the Essential Requirement where applicable. Similarly there shall also be another folder to contain supporting documents, data/information, brochure to support compliance with the Specifications without Label (to the extent that the Tenderer does propose any counter-proposal to them). The last column of the table in Schedule 7 shall contain appropriate pointer to the material in this folder to prove compliance with the Specifications without Label where applicable
- 2. Under Item 20 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, except for those Specifications without Label which the Tenderer expressly mentions in the third column opposite with reference their Paragraph numbering (at the applicable level) as appearing in Part VII Technical Specifications (excluding Annexes 1 to 12) ("Exception") and which the Tenderer wishes to make Counter-Proposals to the Specifications without Label in accordance with Clauses 5.4 and 17.3 of Part II Conditions of Tender. If the Tenderer does not mention any Paragraph for the Exception, it shall be deemed that the Tenderer has confirmed

compliance with all Specifications without Label unless the Tenderer has submitted Counter-Proposals in respect of any Specifications without Label under Clauses 5.4 and 17.3 of Part II. Where the Tenderer mentions any Paragraph of the Specifications without Label to be covered within the Exception, but has proposed no Counter-Proposals, the Government may seek further clarification under Clause 17.6 of Part II – Conditions of Tender. 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 as mentioned in the aforesaid manner.

## Schedule 6 - List of Major Equipment to be Supplied

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

Of	ajor Equipment complying with the fered Specifications to be installed on one essel to be delivered	Information (Please provide details)
1.	Main Diesel Engines complying with the Offered Specifications	Name of Manufacturer:
		Place of Origin:
		Model or Version Name or Number as advertised by the Manufacturer:
		Manufacturer Specifications including Rated Power/Rated rpm:
2.	Reduction Gearboxes complying with the Offered Specifications	Name of Manufacturer:
		Place of Origin:
		Model or Version Name or Number as advertised by the Manufacturer:
		Manufacturer Specifications including Rated Power/Rated rpm:
3.	Waterjet Systems complying with the Offered Specifications	Name of Manufacturer:
		Place of Origin:
		Model or Version Name or Number as advertised by the Manufacturer:
		Manufacturer Specifications including Rated Power/Rated rpm:

Of	ajor Equipment complying with the fered Specifications to be installed on one ssel to be delivered	Information (Please provide details)
4.	<b>Diesel Generators</b> complying with the Offered Specifications	Name of Manufacturer:
		Place of Origin:
		Model or Version Name or Number as advertised by the Manufacturer:
		Manufacturer Specifications:
5.	<b>Position Keeping System</b> complying with the Offered Specifications.	Name of Manufacturer:
		Place of Origin:
		Model or Version Name or Number as advertised by the Manufacturer:
		Manufacturer Specifications:
6.	<b>Bow Thruster units</b> (including variable frequency drive, propeller, gearing and coupling if applicable) complying with the	Name of Manufacturer:
	Offered Specifications.	Place of Origin:
		Model or Version Name or Number as advertised by the Manufacturer:
		Manufacturer Specifications:

Of	ajor Equipment complying with the fered Specifications to be installed on one ssel to be delivered	Information (Please provide details)
7.	<b>Air Conditioning System</b> including the chiller cooling units with compressor and the fan coil blower units complying with	Name of Manufacturer:
	the Offered Specifications.	Place of Origin:
		Model or Version Name or Number as advertised by the Manufacturer:
		Manufacturer Specifications:
8.	<b>Electric Windlass</b> complying with the Offered Specifications.	Name of Manufacturer:
		Place of Origin:
		Model or Version Name or Number as advertised by the Manufacturer:
		Manufacturer Specifications:
9.	Oily Water Separator complying with the Offered Specifications	Name of Manufacturer:
		Place of Origin:
		Model or Version Name or Number as advertised by the Manufacturer:
		Manufacturer Specifications:

Off	jor Equipment complying with the ered Specifications to be installed on one seel to be delivered	Information (Please provide details)
10.	<b>Sewage Treatment Plant</b> complying with the Offered Specifications	Name of Manufacturer:
		Place of Origin:
		Model or Version Name or Number as advertised by the Manufacturer:
		Manufacturer Specifications:
11.	Seawater Desalination Plant complying with the Offered Specifications	Name of Manufacturer:
		Place of Origin:
		Model or Version Name or Number as advertised by the Manufacturer:
		Manufacturer Specifications:
12.	Marine Hydraulic Knuckle Boom	Name of Manufacturer:
	Crane ("Crane LARS") complying with the Offered Specifications	Place of Origin:
		Model or Version Name or Number as advertised by the Manufacturer:
		Manufacturer Specifications (including size, lifting weight, and the corresponding outreach curve):

Major Equipment complying with the Offered Specifications to be installed on one Vessel to be delivered	Information (Please provide details)
13. The following items of Operational Systems complying with the Offered Specifications:	Name of Manufacturer:
• IMO Compliant Navigation Radar with ARPA;	Place of Origin:
<ul> <li>Electronic Chart Display and Information System (ECDIS);</li> <li>Secure Automatic Identification System (S-AIS) Transponder</li> </ul>	Model or Version Name or Number as advertised by the Manufacturer:
	Manufacturer specifications:
14. External Fire Fighting System (EFFS) including the fire monitor, fire pump and its driving components (variable	Name of Manufacturer:
frequency drive, motor, gearing and coupling if applicable) complying with the Offered Specifications.	Place of Origin:
	Model or Version Name or Number as advertised by the Manufacturer:
	Manufacturer Specifications:
15. Daughter Boat Launch and Recovery System ("Davit LARS") (information supplied should include but not limited to	Name of Manufacturer:
the make and model of the Davit LARS, corresponding operational limiting sea states, and associated equipment) complying with the Offered	Place of Origin:
Specifications.	Model or Version Name or Number as advertised by the Manufacturer:
	Manufacturer Specifications (including size, weight and the limiting sea states):

Major Equipment complying with the Offered Specifications to be installed on one Vessel to be delivered	Information (Please provide details)
16. 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 Offered Specifications (please specify details).	Name of Manufacturer:  Place of Origin:
	Model or Version Name or Number as advertised by the Manufacturer:  Manufacturer Specifications:

## Notes:

- (a) A Tenderer's failure to submit the name of the manufacturer and model or version (Name or Number) of each items 1 to 15 in this Schedule 6 by the **Tender Closing Date will lead to disqualification**.
- (b) Only one single model or version of a product series from the same manufacturer shall be proposed for each of items 1 to 15 in this Schedule 6 but not two or more models or versions of different product series and/or from different manufacturers, failing which the **Tenderer's tender may not be considered further**.
- (c) The Tenderer shall not propose two or more different designs and/or models of the Vessel in the same tender in response to this Invitation to Tender with different pricing (viz., different Total Purchase Prices and/or different Vessel Unit Prices). If the Tenderer fails to comply with the foregoing, the Tenderer's tender will not be considered further. Whilst the Tenderer is neither required nor encouraged to propose two or more different designs and/or models of the Vessel, a Tenderer wishing to do so shall submit two or more tenders, each tender with its own set of Technical Proposal and Price Proposal (comprising one single quotation of the Total Purchase Price and Vessel Unit Price) and covering just one design and model of the offered Vessel to which the tender relates.
- (d) "all requirements of Part VII" means all specifications stated in Part VII regardless of their designation as essential requirements or specifications without label but in the case of the desirable specifications, only if the Tenderer has committed to comply with them and in the case of desirable specifications which are Excess Proposals by submitting or referring to the relevant proposals in Schedule 11 (Excess Proposals) of Part V.
- (e) All product literature published by the manufacturer for each of the items above shall be attached to this Schedue.
- (f) The quantities of a piece of major Equipment specified in the relevant paragraphs of Part VII, refers to the quantities to be installed on board of the Vessel. It does not cover the quantities required to be delivered as Spare Parts as specified in Schedule 1 of Part V. No Spare Part is required to be stored onboard of the Vessel.

## 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 information or documents marked in bold in the third column of the table below before the Tender Closing Date. For the avoidance of doubt, all product literature, brochures, the details of the Hong Kong agents and type approval certificates as mentioned therein may be resubmitted after the Tender Closing Date upon request by the Government (if any)). For those that are not marked in bold, if they are found missing on the Tender Closing Date and is not submitted upon subsequent request (if any), the Government may still, but is not obliged, disqualify the relevant Tenderer.
- (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 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) For the essential requirements stated in Part VII Technical Specifications in relation to any Equipment to be offered by the Tenderer including any Major Equipment listed in Schedule 6, if the product literature from the manufacturer provided whether in this Schedule or Schedule 6 does not substantiate that the proposed model of Equipment complies with the relevant essential requirement applicable to it, the Tenderer shall, upon the request of the Government any time after the Tender Closing Date (if the same is not already provided), also provide the confirmation from the manufacturer, failing which **the tender will <u>not</u> be considered further**.
- (d) For any other requirement in Part VII Technical Specifications in relation to any Equipment which is not stated as an essential requirement but which the Government in its judgment does not consider that such requirement should require further customisation work after the Contract award for fulfilment (especially in the case of Equipment which is required to be proprietary-made), if the product literature from the manufacturer provided whether in this Schedule or Schedule 6 does not substantiate that the proposed model of Equipment complies with the relevant requirement applicable to it, the Tenderer shall, upon the request of the Government any time after the Tender Closing Date (if the same is not already provided), also provide the confirmation from the manufacturer, failing which **the tender may not be considered further**.
- (e) The fourth Column of Schedule 7 Table, as below, shall be completed by the Tenderer to identify the part of the tender which contains the information or document requested. Any document requested (unless already attached to Schedule 6) should be attached to this Schedule with a numbering system to clearly identify it and the numbering should also be specified in this column, failing which the **tender may not be considered further**.

## **Schedule 7 Table**

Item	Paragraph number of Part VII	Information and documents to be submitted to prove compliance with the requirements in the paragraph(s) of Part VII specified in the second column (which is not necessarily an essential requirement)	To be completed by the Tenderer [see Paragraph (e) of this Schedule 7 of Part V, as above]
1	2.1.5(a) or (b)	<ul> <li>Name of the existing catamaran;</li> <li>Owner/operator of the existing catamaran, which can provide a client reference (if subsequently requested by the Government after the Tender Closing Date);</li> <li>dimensions of the existing catamaran including length, breadth and width;</li> <li>hydrostatic particulars and hull characteristics of the existing catamaran; and</li> <li>Contract Speed.</li> </ul>	
2	2.1.5(a) or (b)	Evidence that the owner of the copyright and other Intellectual Property Rights of the design of the existing catamaran has provided a legally valid licence to the Tenderer to adopt it (and in the case if Paragraph 2.1.5(b) of Part VII is applicable) to modify it for the construction of the Vessel under the Contract.	
3	2.1.5(a) and (b), 2.3 and 7.2.4(a)	The estimated engine propulsive power from all engines required for attaining the Contract Speed of the Vessel under the Official Speed Trial condition as stated in Paragraph 1 of Annex 5 to Part VII, together with a descriptive account of the engineering principles and methodology employed for such propulsive power estimate and evaluation shall be provided by Tenderer. The Tenderer shall also submit the estimated speed-power requirements and characteristic curves of the propulsion system for the Vessel to support its claim for the achievable not less than 25 knots Contract Speed at 100% MCR.	
4	2.4.1	Preliminary Lines Plan and the Offset Table as further mentioned in Items 7 and 8 in relation to Paragraph 3.3 of Part VII below.	
5	2.5.1, 3.1 and 3.2	Preliminary Construction plans – covering midship, profile and deck, bulkhead of the proposed Vessel ("Preliminary Construction Plan") including proposed material to be used to show compliance with the essential requirement specified in Paragraph 2.5 of Part VII.	

Item	Paragraph number of Part VII	Information and documents to be submitted to prove compliance with the requirements in the paragraph(s) of Part VII specified in the second column (which is not necessarily an essential requirement)	To be completed by the Tenderer [see Paragraph (e) of this Schedule 7 of Part V, as above]
6	2.6 and 7.8	The manufacturer, model or version (name or number) horsepower and the manufacturer's product literature containing the specifications of the waterjet propulsion for each of the port and starboard to show that these particulars are the same for the both sides, and that the proposed model complies with all specifications set out in Paragraph 7.8 of Part VII (unless customisation or other work is required for compliance).	In Schedule 6 or any product literature to be submitted and attached to Schedule 6.
7	3.3	The preliminary stability information, including intact and damaged stability calculations as stated in Paragraphs 3.3.9 and 3.3.10 of Part VII. The damaged stability calculation shall be based on the single compartment damaged criterion with reference to the damage scenario of each compartment of the Vessel. The calculations shall take into account the applicable wind force as noted in Paragraph 3.3.5(e) of Part VII. All calculations and drawings must be in metric units.	
8	3.3	Weight and centre of gravity prediction calculations with breakdowns for the proposed Vessel together with Daughter Boat and Hovercraft onboard, of which the existence shall be represented by equivalent weights at the corresponding equivalent centre of gravity locations (refers Paragraphs of 4.28.5(c) and (d) of Part VII), and calculations to show compliance with Paragraph 4.1 and other applicable provisions of Part VII.	
9	4.1.4	The Preliminary General Arrangement Plan of the proposed Vessel ("Preliminary GA Plan").	
10	4.1.16	Detail design of the Ballistic Protection together with manufacturer's product literature showing the specifications of the material as well as a Ballistic Protection Plan for the Wheelhouse excluding its windows.	
11	4.1.16(c)	Certification confirming the proposed Ballistic Protection's compliance with the STANAG 4569 Level 2 (or equivalent) to be issued by a laboratory acceptable to the HKPF.	

Item	Paragraph number of Part VII	Information and documents to be submitted to prove compliance with the requirements in the paragraph(s) of Part VII specified in the second column (which is not necessarily an essential requirement)	To be completed by the Tenderer [see Paragraph (e) of this Schedule 7 of Part V, as above]
12	4.17.5	Manufacturer's product literature and brochures containing the specifications of the Integrated Monitoring and Control System (IMACS) to analyse and show the trends for operation or maintenance assessment.	
13	4.17.5	Evidence to prove that the proposed IMACS was deployed in either a government or commercial vessel of a similar or larger size than the Vessel.	
14	4.28.5(a) and (b)	The manufacturer, model or version (name or number), and the manufacturer's product literature containing the specifications of one (1) Davit Launch And Recovery System ("Davit LARS") to show compliance with the requirements stated in Paragraphs 4.28.5(a) and (b) of Part VII (unless customisation or other work is required for compliance).	Schedule 6 and the manufacturer's product literature and brochures attached to Schedule 6
15	4.28.5(e)	The manufacturer, model or version (name or number), and the manufacturer's product literature containing the specifications of one (1) Marine Hydraulic Knuckle Boom Crane ("Crane LARS") with antipendulum block and constant tension winch to show compliance with the requirements stated in Paragraph 4.28.5(e) of Part VII (unless customisation or other work is required for compliance).	Schedule 6 and the manufacturer's product literature and brochures attached to Schedule 6
16	4.28.5(e)	Evidence to show that the proposed model of the Crane LARS is a marine type certified by any one RO listed in Annex 9 to Part VII.	
17	7.2.2	A type approval certificate issued by any one RO listed in Annex 9 to Part VII or other entities acceptable to GNC showing that the proposed model of marine main diesel engines complies with IMO Tier II emission requirements or higher.	
18	7.2.3(d)	Evidence to show that the design of the main diesel engines and its control systems has been approved by one of the RO listed in Annex 9 to Part VII.	
19	7.4.2 and 7.4.8(a)	A type approval certificate issued by any one RO listed in Annex 9 to Part VII or other entities acceptable to GNC, showing the proposed model for the diesel generators' compliance with IMO Tier II emission requirements or higher.	

Item	Paragraph number of Part VII	Information and documents to be submitted to prove compliance with the requirements in the paragraph(s) of Part VII specified in the second column (which is not necessarily an essential requirement)	To be completed by the Tenderer [see Paragraph (e) of this Schedule 7 of Part V, as above]
20	7.4.4 to 7.4.6	Preliminary electrical load analysis and calculations including one calculation covering the full operational electrical load of the whole Vessel without the bow thrusters and external firefighting system running, and another full operational electrical load of the whole Vessel together with bow thrusters and external firefighting system operating at their full capacities.	
21	7.7.4	A Type Approval Certificate issued by any one RO listed in Annex 9 to Part VII showing the proposed model of the reduction gearboxes' compliance with the requirements of that RO.	
22	7.8.2(b)	Evidence to show that the design of the whole waterjet propulsion system and the control system shall be of a patent design approved by any one of the ROs set out in Annex 9 to Part VII.	
23	7.14	Fuel oil tank capacity calculations with respect to endurance requirements under Paragraph 2.7.2 of Part VII.	
24	All applicable paragraphs in Part VII concerning Major Equipment listed in Schedule 6	Unless already provided in Schedule 6, in relation to each piece of Major Equipment, all the manufacturers' product literature containing specifications to show compliance with all essential requirements as well as other specifications stated in Part VII concerning such Major Equipment (unless customisation or other work is required for compliance).	
25	All applicable paragraphs in Part VII concerning equipment other than Major Equipment listed in	If and to the extent applicable, the manufacturer's product literature of each piece of Equipment described therein to show compliance with the specifications stated in Part VII for such Equipment (unless customisation or other work is required for compliance).	
	Schedule 6		

Item	Paragraph number of Part VII	Information and documents to be submitted to prove compliance with the requirements in the paragraph(s) of Part VII specified in the second column (which is not necessarily an essential requirement)	To be completed by the Tenderer [see Paragraph (e) of this Schedule 7 of Part V, as above]
26	All relevant paragraphs of Chapter 8	Preliminary schematic layout drawings of electrical circuits.	
27	9.3.2	Details of the system design, system diagrams, equipment lists and information provided by the manufacturers of the Integrated Navigation System (INS).	
28	9.4.1	Information including the technical details and information provided by the manufacturers of each piece of Electronic Navigation Equipment listed in Paragraph 9.4.1 of Part VII.	
29	9.2.8	The details of the Hong Kong agents including their company names, postal addresses, email addresses and phone numbers for the equipment of the Operational Systems to show compliance with the requirement specified in Paragraph 9.2.8 of Part VII.	
30	10.1.5 (c), (d), (e) and (f)	All the manufacturer's product literature of the fire pump (including fire pump drive, fire pump and reduction gearing), monitor and the control of the External Fire Fighting System containing their specifications showing compliance of the essential requirements in Paragraphs 10.1.5 (c), (d), (e) and (f) and other requirements stated in Chapter 10 of Part VII.	
31	All relevant paragraphs of Chapter 10	Preliminary schematic layout drawings of the EFFS.	

## **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) managing director/partners, joint venture party if applicable;  (ii) other directors; and  (iii) sole proprietor	
(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.
(1)	(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.
(0)	If the Tenderer is a joint venture, a copy of joint venture agreement	Please attach if applicable.

## Particulars of Tenderer's Process Agent in Hong Kong (if the Tenderer does not have an 2.

	ess in Hong Kong)
(a)	Name of Company:
(b)	Address:
(c)	Telephone No.:
(d)	Fax No.:
(e)	Name of Person in Charge:
(f)	Email:

## 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) Email:
  - (g) Brief Description of the Sub-contract Work:

## 5. Particulars of the Tenderer's Key Personnel

- (a) The Tenderer shall provide an organisational chart of the Tenderer's company organisation and the proposed members of the project team for the Contract. The Tenderer shall identify and briefly describe the responsibilities of the key leadership positions in the Tenderer's company and the aforesaid team.
- (b) For all the key staff positions identified, Tenderers shall provide a person and position specification.
- (c) The person specification shall include qualifications, training, essential experience and other attributes required of the person filling the position.
- (d) The position specification shall include position title, reporting relationships, delegated authority levels, duties and responsibilities.

## 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 1.6, 2.2 and other provisions of Part VII - Technical Specifications)

## The Vessel

Name of the Recognised Organisation:	[Please stated the name of the Recognised Organisation here.]
Rules and regulations to be followed by the Contractor in performing the design and construction of the Vessel:	[Please state the Rules, guidance, and standards issued by the RO named above for governing the design and construction of the Vessel.]
Class notation:	[Please state your proposed Notations, which shall meet the Offered Specifications.]

The Tenderer's tender will  $\underline{not}$  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 Accreditations

## Part A - Requirements of Submissions

- 1. The Tenderer shall provide in the relevant table below information of vessel(s) in vessel design and construction or just vessel construction project (each a "vessel project" (in upper or lower case)) and Accreditation(s) as further specified in Part B of the Marking Scheme in Annex D (Marking Scheme) to Part II Conditions to Tender together with the required supporting documents.
- 2. For each vessel project to be evaluated under assessment criteria in Part (B)(I) 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, which the vessel project relates to at 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.
- 3. For each Accreditation to be evaluated under the assessment criterion in Part (B)(II) of the Marking Scheme, the supporting document shall be a copy of the certificate evidencing the Accreditation issued in the name of the Tenderer or in the name of the owner of the shipyard nominated in Paragraph 3 of Schedule 8 of Part V with the Accreditation identifying the shipyard (or in the case of a Tenderer which is an incorporated or unincorporated joint venture, the Accreditation may also be issued in the name of the lead partner of that joint venture).
- 4. 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.
- 5. Where it is a party to a joint venture which has performed a vessel project, the name of the joint venture party shall be identified clearly and references herein to "Tenderer" or "I/we" shall mean such party.
- 6. All references to Length Overall (LOA) shall have the meaning given in Paragraph 2.4 of Part VII.

## Part B – Information and Supporting Documents to be Submitted

- 1. Tenderer's Experience in Design and Construction of Vessels
- 1.1 Relevant vessel design and construction or just construction experience in terms of number of contracts performed and completed by the Tenderer, viz Reference Contract (1) as specified in Assessment Criterion (B)I(a)(i) of the Marking Scheme and repeated below

I/We confirm that I/we have experience in being performed and completed \_\_\_\_\_\_ number of contracts in either the design and construction or just construction, of one or more aluminium catamaran vessel(s) between 30m and 60m LOA (both figures inclusive) capable of achieving a minimum speed of 25 knots ("Reference Contract (1)") with details below.

	Contract	Contract	Contract	Contract	Contract	Contract
	No. 1	No. 2	No. 3	No. 4	No. 5	No. 6
Project Name						
Type of vessels						
Contract Date (dd-mm-yyyy)						
No. of vessels in this			+			
Contract[						
Contracti						
Name of Vessels'						
Owner(s)/Operator(s)						
If the Reference Contract (1)						
is just for the construction of						
the Vessel, please identify						
the party designing it						
Date of acceptance of the						
first completed vessel by the						
purchaser (dd-mm-yyyy)						
Date of acceptance of the last						
completed vessel by the						
purchaser (dd-mm-yyyy)						
General Arrangement plan of						
the contracted vessel						
included here? (Y / N)						
Length Overall (metres)						
Zengur o verum (metres)						
Breadth (metres)			+		+	
Breadin (metres)						
D 6 ( )						
Draft (metres)						
Designed displacement						
(metric tonnes)						
Confirm Hull material						
Maximum speed (knots)						
No. of main engines per						
vessel						
Designed and built to Class		-	-		_	
Society rules? (Y/N). If yes,						
which Class?						

Note: Tenderer may use additional sheets if information are available for more than six (6) contracts.

## 1.2 Relevant vessel design and construction or just construction experience in terms of number of Contracts performed and completed by the Tenderer, viz., Reference Contract (2) as specified in Assessment Criterion (B)I(a)(ii) of the Marking Scheme (and repeated below)

I/We confirm that I/we have experience in being performed and completed \_\_\_\_\_\_ number of contracts in either the design and construction or just construction, of one or more aluminium patrol vessel(s) (either monohull or catamaran) between 30m and 45m LOA (both figures inclusive) capable of achieving a minimum speed of 25 knots , which has been in service for the use of a law enforcement agency or a military organisation or coast guard agency or a company providing maritime security services in Hong Kong or any other part of the world any time within last 20 years preceding the Original Tender Closing Date ("Reference Contract (2)") with details below:

	Contract	Contract	Contract	Contract	Contract	Contract
	No. 1	No. 2	No. 3	No. 4	No. 5	No. 6
Project Name						
Type of vessels						
Contract Date (dd-mm-						
уууу)						
Name of law enforcement						
agency, military						
organisation or coast guard						
agency or a company						
providing maritime security						
services operating the						
vessels (may be multiple						
agencies)						
If the Reference Contract						
(2) is just for the						
construction of the Vessel,						
please identify the party						
designing it						
Date of delivery and						
acceptance of the completed						
vessel by the purchaser (dd-						
mm-yyyy)						
General Arrangement plan						
of the vessel included here?						
(Y / N)						
Length Overall (metres)						
Breadth (metres)			+			
Draft (metres)						
Designed displacement						
(metric tonnes)						
Hull material (Steel, high						+
tensile steel, aluminium,						
etc.)						
Maximum speed (knots)						
Waximum speed (knots)						
No. of main engines						
Designed and built to Class						
Society rules? (Y/N). If yes,						
which Class?						

Note: Tenderer may use additional sheets if information are available for more than six (6) Contracts.

## 2.0 Accreditations

Accreditation	The name of the organisation in which the certificate of the relevant accreditation specified opposite is issued	Please attach a copy of the certificate to this Schedule
ISO 9001		
ISO 14001		
OHSAS 18001 or ISO 45001		

Notes: (1) Please use separate sheet(s) if the space above is inadequate.

(2) Please refer to the Note 7 at the end of the Marking Scheme in Annex D to Part II – Conditions of Tender concerning the counting of accreditation in the case of a joint venture party.

## Schedule 11 – Excess Proposals

Assessment Criteria	Guidelines	Support Document (State here Yes or No)
(A) Technical Aspect		
I. Functional Aspects		-
<ul> <li>(a) General Arrangement It is desirable that the general arrangement of the proposed Vessel as shown in the Preliminary General Arrangement Plan of the proposed Vessel submitted by the Tenderer in Schedule 7 of Part V ("Preliminary GA Plan") provides benefits in the following aspects exceeding the requirements set out in Part VII: </li> <li>(i) Safe and efficient movement of crew to different stations and compartments inside the proposed Vessel;</li> </ul>	The General Arrangement of the proposed Vessel demonstrates a practical and effective design which can bring benefits to all of the seven (7) aspects as stated in the first column opposite.	Yes/No *  If Yes, please identify the part of the Preliminary General Arrangement Plan achieving the feature specified in the second column opposite with annotation. If not provided as part of the Preliminary General Arrangement Plan submitted in Item 9 of the table in Schedule 7 of Part V, extra documents and drawings shall be submitted to support the claims of benefits.
<ul> <li>(ii) Safe and efficient movement of crew in the open deck areas of the proposed Vessel;</li> <li>(iii) Efficient design and layout of the Wheelhouse;</li> <li>(iv) Efficient design and layout of the Command and Control Suite;</li> <li>(v) Efficient design and layout that facilitates handling of major incidents, including but not limited to search and rescue operations, and counterterrorism incidents;</li> <li>(vi) Efficient access and maintenance of major equipment listed in the Schedule 6 of Part V; or</li> </ul>	The General Arrangement of the proposed Vessel demonstrates a practical and effective design which can bring benefits to five (5) to six (6) aspects as stated in the first column opposite.	Yes/No *  If Yes, please identify the part of the Preliminary General Arrangement Plan achieving the feature specified in the second column opposite with annotation. If not provided as part of the Preliminary General Arrangement Plan submitted in Item 9 of the table in Schedule 7 of Part V, extra documents and drawings shall be submitted to support the claims of benefits.
(vii) Habitability (taking into account factors such as noise, vibration, lighting, HVAC and so on).	The General Arrangement of the proposed Vessel demonstrates a practical and effective design which can bring benefits to two (2) to four (4) aspects as stated in the first column opposite.	Yes/No *  If Yes, please identify the part of the Preliminary General Arrangement Plan achieving the feature specified in the second column opposite with annotation. If not provided as part of the Preliminary General Arrangement Plan submitted in Item 9 of the table in Schedule 7 of Part V, extra documents and drawings shall be submitted to support the claims of benefits.

II. Operational Aspects		
(a) Speed Profile	1)	Yes/No *
It is desirable that the proposed Vessel is performing in excess of the minimum Contract Speed of 25 knots as stated in Paragraph 2.3 of Part VII.	Contract Speed ≥ 28 knots	If Yes, please submit sufficient supporting evidence as requested in item 3 of the table in Schedule 7 of Part V to support its stated speed.
	2)	Yes/No *
	27 knots ≤ Contract Speed < 28 knots	If Yes, please submit sufficient supporting evidence as requested in item 3 of the table in Schedule 7 of Part V to support its stated speed.
	3)	Yes/No *
	26 knots ≤ Contract Speed < 27 knots	If Yes, please submit sufficient supporting evidence as requested in item 3 of the table in Schedule 7 of Part V to support its stated speed.
(b) The Electronic Navigation	1)	Yes/No *
Equipment (or "ENE") for the Wheelhouse  It is desirable that any one or more of the	Four (4) or more Additional Features (1)	If Yes, please provide details, supporting documents and evidence to support the claims.
ENE as listed in Paragraph 9.4.1 of Part VII proposed by the Tenderer for the Vessel	2)	Yes/No *
("Selected ENE") should have one or more features in addition to those already specified in Paragraphs 9.5 to 9.31 of Part VII ("Additional Features (1)").	Three (3) Additional Features (1)	If Yes, please provide details, supporting documents and evidence to support the claims.
The proposed brand and model of the one or	3)	Yes/No *
more Selected ENE with the Additional Features (1) shall have been installed and used on a vessel operated by one or more law	Two (2) Additional Features (1)	If Yes, please provide details, supporting documents and evidence to support the claims.
enforcement agency, military organisation, coast guard agency or a company providing	4)	Yes/No *
maritime security services in Hong Kong or any other part of the world anytime within 12 months prior to the Original Tender Closing Date.	One (1) Additional Feature (1)	If Yes, please provide details, supporting documents and evidence to support the claims.
The Additional Features (1) shall in the sole opinion of the Government substantially enhance the operation in the wheelhouse, including but not limited to any one of the following:		
<ul><li>Capability; or</li><li>Functionality; or</li><li>Security; or</li><li>Resilience.</li></ul>		

(c) The Integrated Navigation System	1)	Yes/No *
(INS)  It is desirable that the INS proposed by the Tenderer should have additional features in	Four (4) or more Additional Features (2)	If Yes, please provide details, supporting documents and evidence to support the claims.
addition to those already stated in Paragraph 9.3.2 of Part VII ("Additional Features (2)").	2)	Yes/No *
The proposed brand and model of INS with the Additional Features (2) shall have been	Three (3) Additional Features (2)	If Yes, please provide details, supporting documents and evidence to support the claims.
installed and used on one or more vessel operated by one or more law enforcement	3)	Yes/No *
agency, military organisation, coast guard agency or a company providing maritime security services in Hong Kong or any other part of the world anytime within 12 months	Two (2) Additional Features (2)	If Yes, please provide details, supporting documents and evidence to support the claims.
prior to the Original Tender Closing Date.	4)	Yes/No *
<ul> <li>The Additional Features (2) shall in the sole opinion of the Government substantially enhance the operation including but not limited to any one of the following: <ul> <li>Crew's familiarity and operation of the INS; or</li> <li>Navigational safety of the crew and Vessel; or</li> <li>Operational efficiency of the crew and Vessel.</li> </ul> </li> </ul>	One (1) Additional Features (2)	If Yes, please provide details, supporting documents and evidence to support the claims.
(d) Operation of Command and Control Suite	Three (3) or more Additional Features (3)	Yes/No *  If Yes, please provide details, supporting documents and
It is desirable that the equipment proposed for the Command and Control Suite by the		evidence to support the claims.
Tenderer should have additional features in addition to those already stated in Paragraphs	2)	Yes/No *
4.9 and 9.3.2(k) to (n) of Part VII ("Additional Features (3)").	Two (2) Additional Features (3)	If Yes, please provide details, supporting documents and evidence to support the claims.
The proposed brand and model of the one or	3)	Yes/No *
more proposed equipment with the Additional Features (3) shall have been installed and used on a vessel operated by one or more law enforcement agency, military organisation, coast guard agency or a company providing maritime security services in Hong Kong or any other part of the world anytime within 12 months prior to the Original Tender Closing Date.	One (1) Additional Features (3)	If Yes, please provide details, supporting documents and evidence to support the claims.
The Additional Features (3) shall in the sole opinion of the Government substantially enhance the operational efficiency and		

capability of the Command and Control Suite, including but not limited to:

- Facilitation of multi-Government departments' operation; or
- Capability to act as a Forward Command Post (FCP) in major maritime incidents including without limitation search and rescue operations and counterterrorism incidents.

**Typhoon Mooring** 

(e)

## 1)

## The proposed method statement is able to perform the buoy connection effectively, with three (3) or less number of crew and does not require any

crew to get onto the mooring

### Yes/No \*

If Yes, please provide the method statement together with the manning requirement regarding the two criteria stated in the first column for evaluation.

 In performing the buoy connection, crew of the proposed Vessel do not need to get onto the mooring buoy to make the buoy connection with a view to improving the safety of the operation especially under extreme weather.

It is desirable to improve the efficiency and

safety of the manual operation by crew on the

proposed Vessel in connecting the typhoon

mooring lines onto the existing 138mm

diameter mooring eye on the mooring buoy

("buoy connection") by the following:

2. Reduce the crew manning requirement in performing the buoy connection with a view to improving the efficiency of the buoy connection.

## 2)

buoy.

# The proposed method statement is able to perform the buoy connection effectively, with three (3) or less number of crew and requires at least one crew to get onto the mooring buoy.

## Yes/No \*

If Yes, please provide the method statement together with the manning requirement regarding the two criteria stated in the first column for evaluation.

### 3)

The proposed method statement is able to perform the buoy connection effectively with more than three (3) crew and does not require any crew to get onto the mooring buoy.

## Yes/No \*

If Yes, please provide the method statement together with the manning requirement regarding the two criteria stated in the first column for evaluation.

## (f) Seakeeping Performance

Since the Vessel would usually be at idling or loitering speed as per the operational profile stated in Paragraph 2.7.3 of Part VII, the seakeeping qualities of the Vessel at low speed or zero speed is of particular importance.

With a view to allow the crew and those working onboard to perform at maximum efficiency in operations and in handling major incidents, it is desirable to have the offered Vessel with minimum roll motion response under beam sea condition in the following sea states travelling at zero speed:

(i) Long-crested (2-dimensional) regular sinusoidal waves with a height of 0.5m, representing swells, at the natural roll period with the offered Vessel loaded to the Official Sea Trial Condition specified in Paragraph 1.8.2 (f) of Part VII ("Sea State (1)").

The Tenderer should carry out a model test with a scaled down model vessel based on the offered Vessel including the corresponding displacement, centre of gravity position and the gyradii ("model vessel") under the sea trial condition of the Sea State (1) condition. The model vessel used for the test shall not be smaller than 1.75m in length. The duration of the test shall be long enough to provide a repeatable stable motion.

The Tenderer should submit the corresponding model test report ("model test report (1)") on the roll motion characteristics of the model vessel including the test for identifying its natural roll period. The model test report (1) shall be included in Part A (II)(f)(i) of Schedule 11 of Part V for evaluation.

The test and the model test report (1) shall be performed and issued by a member organisation of the International Towing Tank Conference (ITTC) no earlier than 60 months prior to the Original Tender Closing Date.

1)

The model test report (1) confirms that the Vessel was able to achieve the regular motion response of roll angle, in amplitude, at less than or equal to  $5^{\circ}$ .

Yes/No \*

If Yes, please provide the model test report (1), as stated in the first column, together with the model test details, detailed calculation and results, supporting documents and evidence to support the claims.

2)

The model test report (1) confirms that the Vessel was able to achieve the regular motion response of roll angle, in amplitude, at less than or equal to  $10^{\circ}$  but more than  $5^{\circ}$ .

Yes/No \*

If Yes, please provide the model test report (1), as stated in the first column, together with the model test details, detailed calculation and results, supporting documents and evidence to support the claims.

(ii) Long-crested (2-dimensional) irregular waves with a significant wave height (Hs) of 2.0m, representing heavy seas, with the offered Vessel loaded to the Official Sea Trial conditions specified in Paragraph 1.8.2 (f) of Part VII. The Joint North Sea Wave Project (JONSWAP) spectrum with a Peak Period (Tp) of 5 seconds and a Peak Enhancement Factor of 1.0m shall be used ("Sea State (2)").

The Tenderer should carry out a model test with the same model vessel as mentioned in (i) subjected to the Sea State (2) and submit a model test report on the corresponding roll motion characteristics of the model vessel ("mode test report (2)"). The duration of the test shall be long enough to show the roll motion characteristics of the model vessel, provide a statistically stable motion and enough samplings for the statistic calculations.

The maximum roll motion response within a 3 hours duration (full scale time) of the model vessel shall be reported in the model test report (2). The model test report (2) shall be included in Part A (II)(f)(ii) of Schedule 11 of Part V for evaluation.

The test and the model test report (2) shall be performed and issued by a member organisation of ITTC no earlier than 60 months prior to the Original Tender Closing Date.

1)

The model test report (2) confirms that the Vessel was able to achieve the 3 hour maximum motion response of roll angle, in amplitude, at less than or equal to 10°.

Yes/No \*

If Yes, please provide the model test report (2), as stated in the first column, together with the model test details, detailed calculation and results, supporting documents and evidence to support the claims.

2)

The model test report (2) confirms that the Vessel was able to achieve the 3 hour maximum motion response of roll angle, in amplitude, at less than or equal to 15° but more than 10°.

Yes/No \*

If Yes, please provide the model test report (2), as stated in the first column, together with the model test details, detailed calculation and results, supporting documents and evidence to support the claims.

3)

The model test report (2) confirms that the Vessel was able to achieve the 3 hour maximum motion response of roll angle, in amplitude, at less than or equal 20° but more than 15°.

Yes/No \*

If Yes, please provide the model test report (2), as stated in the first column, together with the model test details, detailed calculation and results, supporting documents and evidence to support the claims.

## III. Innovative Suggestions

## (a) Command and Control Capabilities

The Tenderer should propose effective and practical innovative suggestions to enhance the capabilities of the proposed Vessel to perform its command and control functions in responding to major maritime incidents including but not limited to search and rescue operations, and counter-terrorism incidents.

1)

Three (3) or more effective and practical innovative suggestions

Yes/No \*

If Yes, please provide details of the suggestion, supporting documents and evidence to support the claims.

2)

Two (2) effective and practical innovative suggestions

Yes/No \*

If Yes, please provide details of the suggestion, supporting documents and evidence to support the claims.

3)

One (1) effective and practical innovative suggestion

Yes/No \*

If Yes, please provide details of the suggestion, supporting documents and evidence to support the claims.

(A) M : I : I AB	1)	Yes/No *
(b) Major Incident Response  The Tenderer should propose effective and practical innovative suggestions to enhance the capabilities of the proposed Vessel in responding to major maritime incidents, including but not limited to search and rescue operations, and counter-terrorism incidents.	Three (3) or more effective and practical innovative suggestions	If Yes, please provide details of the suggestion, supporting documents and evidence to support the claims.
	2) Two (2) effective and practical innovative suggestions	Yes/No *  If Yes, please provide details of the suggestion, supporting documents and evidence to support the claims.
	3) One (1) effective and practical innovative suggestion	Yes/No *  If Yes, please provide details of the suggestion, supporting documents and evidence to support the claims.
(c) Green Environment  The Tenderer should propose effective and practical innovative suggestions to enhance the environmental friendliness and sustainability of the proposed Vessel.	1) Two (2) or more effective and practical proposals	Yes/No *  If Yes, please provide details of the suggestion, supporting documents and evidence to support the claims.
	2) One (1) effective and practical proposal	Yes/No *  If Yes, please provide details of the suggestion, supporting documents and evidence to support the claims.
(d) Through-life Ownership  The Tenderer should propose solutions which can reduce the through-life ownership cost of the Vessel to the Government by achieving all or any one of the following criteria:  (i) Increased expected useful life of the	The Tenderer's proposed solutions can reduce the through-life ownership cost by any two (2) or more of the criteria specified in the first column opposite.	Yes/No *  If Yes, please provide details of the proposed solutions, supporting documents and evidence to support the claims.
proposed Vessel;  (ii) Lowered time and cost for maintenance of the proposed Vessel; or  (iii) Any other ideas or suggestions.	The Tenderer's proposed solutions can reduce the through-life ownership cost by any one (1) of the criteria specified in the first column opposite.	Yes/No *  If Yes, please provide details of the proposed solutions, supporting documents and evidence to support the claims.

## <u>Desirable Specifications other than the specifications for the Excess Proposals</u> (Not applicable if there is no such type of Desirable Specifications in Part VII)

Reference in the Tender Documents	Desirable Specifications in Part VII	Compliance Statement (State here Yes or No)	Description, specifications and details of the proposals complying with the Desirable Specifications
Part VII of the Tender Documents	Should it elect to do so, the Tenderer may 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 other than those already specified above concerning the Excess Proposals.	and please identify the	

<sup>\*</sup> Please delete the inapplicable part.

### Note:

1. If the Tenderer confirms compliance by stating "Yes" in the last column of the above table, 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, evidence, data/information, brochure, etc. in sequence of the item numbers in this Schedule to support the claims. Such supporting documents, data/information, brochure, etc. may be copied from the Technical Proposal submitted by the Tenderer. Acceptance or otherwise will be at the sole discretion of the Government.

## **Schedule 12 - Non-collusive Tendering Certificate**

## Supply of Two (2) Mobile Response and Command Platforms (MRCP) 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,		me of the Tenderer)c the Tenderer(s))		
			refer to		
	the Government's invitation to tender for the Contract ("Invitation to Tender") and Tender in response to the Invitation to Tender.				
Non-	-collusion	1			
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)	unders	Our Tender was not prepared with any agreement, arrangement, communication derstanding, promise or undertaking with any person (including any other Tenders 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 of 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 Part II - the Conditions of Tender, 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.

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	:	

not limited to information on my/our Tender and my/our personal information.

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