

Tender Addendum No. 1

Tender Reference: Marine Department Shipbuilding Tender No. 7/2022
Procuring Department: Fire Services Department
Subject: Supply of Two (2) Daughter Boats for the Fire Services
Department

Amendments as follows:

New paragraph 26.6 of Part II – Conditions of Tender

26.6 *Notwithstanding anything to the contrary in the Tender Documents, the Government reserves the right to disqualify a Tenderer on the grounds that the Tenderer has engaged, is engaging, or is reasonably believed to have engaged or be engaging in acts or activities that are likely to cause or constitute the occurrence of offences endangering national security or otherwise the exclusion is necessary in the interest of national security, or is necessary to protect the public interest of Hong Kong, public morals, public order or public safety.*

Original paragraph 29.1 of Part IV – Conditions of Contract

29.1 *Without prejudice to other rights and claims of the Government under the Contract or at law, the Government shall be entitled to terminate the Contract by serving a 14 days' notice in writing on the Contractor if:*

Should read as

29.1 *Without prejudice to other rights and claims of the Government under the Contract or at law, the Government shall be entitled to terminate the Contract by serving a 14 days' notice in writing on the Contractor (or in the case of any of the events specified in Clauses 29.1.10 to 29.1.12, by serving immediate notice on the Contractor) if:*

New paragraphs 29.1.10 to 29.1.12 of Part IV – Conditions of Contract

- 29.1.10 *the Contractor has engaged or is engaging in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security;*
- 29.1.11 *the continued engagement of the Contractor or the continued performance of the Contract is contrary to the interest of national security; or*
- 29.1.12 *the Government reasonably believes that any of the events mentioned in Clause 29.1.10 or 29.1.11 is about to occur.*

New paragraph 51 of Part IV – Conditions of Contract

51.*United Nations Convention on Contracts for the International Sale of Goods Not Applicable*

51.1*The Government and the Contractor agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.*

To amend the conceptual general arrangement plan in paragraph 2.1 of Part VII - Technical Specifications

New drawing is attached in paragraph 2.1 of Part VII - Technical Specifications.

The revised pages are attached for replacement. Please replace the relevant pages by the revised ones attached and submit your tender together with the revised pages.

The above amendment shall form part of the Tender Documents. Apart from the above, all other terms and conditions of tender/contract shall remain unchanged.

Interested parties are reminded that the Tender Closing Date is **28 June 2023**. To be considered as a valid tender, tenderers must deposit their tender proposals in the Government Logistic Department Tender Box situated on the Ground Floor, North Point Government Offices, 333 Java Road, North Point, Hong Kong or where applicable, other places assigned by a Government officer for depositing bulky tenders (in either case, whichever is applicable, “Specified Tender Box”) **before 12:00 noon on Wednesday, 28 June 2023** in accordance with the manner stipulated in the Tender Documents. A late tender or a tender not submitted in accordance with the manner stipulated in the Tender Documents will not be considered further.

If you have already submitted your tender proposals and wish to make change to them, you should do so by submitting a revised proposal in accordance with the manner stipulated in the Tender Documents.

- 26.3 Alternatively, if and when it considers fit, the Government may undertake or commission any other person (be it a public body or a third party contractor) to undertake the work covered by the Contract or any part thereof.
- 26.4 Notwithstanding anything to the contrary in these Tender Documents, the Government reserves the right, but not the obligation, to disqualify a Tenderer on grounds including without limitation:
- (a) a petition is presented or a proceeding is commenced or an order is made or a resolution is passed for the winding up or bankruptcy of the Tenderer; or
 - (b) in the sole judgment of the Government Representative, the Tenderer is not considered fit and proper to perform the Contract; or
 - (c) a false, inaccurate or incomplete statement, representation or declaration is contained in the tender or a false or forged document is submitted in the tender or a promise or a proposal is made by the Tenderer but with the actual or constructive knowledge that it will not be able to fulfil or deliver such promise or proposal; or
 - (d) in the event of a claim, an allegation or the Government having grounds to believe that any thing(s) or material(s) to be supplied or recommended by the Tenderer in its tender infringes or will infringe any Intellectual Property Rights of any person; or
 - (e) anytime during the 48 months prior to the Tender Closing Date or between the Tender Closing Date and the award of the Contract, the Tenderer is in default of its material obligation(s) under any other Government contract providing goods and/or services awarded by the Director of Marine regardless of whether or not such default has led to the termination of the relevant Government contract and whether or not such default has been remedied.
- 26.5 For the avoidance of doubt, there is no intended difference in meaning between the two alternative expressions that “**the Tenderer will be disqualified**” or that “**its tender will not be considered further**”.
- 26.6 Notwithstanding anything to the contrary in the Tender Documents, the Government reserves the right to disqualify a Tenderer on the grounds that the Tenderer has engaged, is engaging, or is reasonably believed to have engaged or be engaging in acts or activities that are likely to cause or constitute the occurrence of offences endangering national security or otherwise the exclusion is necessary in the interest of national security, or is necessary to protect the public interest of Hong Kong, public morals, public order or public safety.

27 Contractor’s Performance Monitoring

- 27.1 If a Tenderer is awarded the Contract, its subsequent performance will be monitored and may be taken into account when its future offers for other tenders / quotations exercises are evaluated.

28 Cost of Tender

- 28.1 Tenderer shall submit its Tender at its own cost and expense. The Government shall not be liable for any costs and expenses whatsoever incurred by a Tenderer in connection with the preparation or submission of its Tender including all costs and expenses relating to (a) communication or negotiations with the Government; or (b) providing presentation or demonstration to the Government; or (c) attending briefings, document inspections, site visits or surveys ; or (d) in presenting its reference sites or factories and equipment to the Government representatives during the site visits by the Government representatives, whether before or after the Tender Closing Date.

first having recourse to any other security or rights or taking any other steps or proceedings against the Contractor or any other person, or may be enforced for any balance due after resorting to any one or more of other means of obtaining payment or discharge of the monies, obligations and liabilities owing by the Contractor to the Government.

- 28.6 If any deduction shall be made by the Government from the Contract Deposit or a call shall be made on the Bank Guarantee or Advance Payment Bond during the Guarantee Period, the Contractor shall, within 21 days on demand in writing by the Government, deposit a further sum or provide a further Bank Guarantee or Advance Payment Bond, in a sum equal to the amount so deducted or so called and such further sum shall be added to the residue of and form part of the Contract Deposit and/or Advance Payment Bonds for the security amount required under Clause 28.1 above.
- 28.7 Where by the time of expiry of the Guarantee Period, any claim of the Government or any liability of the Contractor, whether under or arising from or in relation to the Contract cannot yet be quantified, the Government may, without prejudice to its other rights and remedies, pay the entire Contract Deposit or any part thereof (whether in cash or in Banker's Guarantee), Advance Payment Bond(s) and Retention Money into a suspense account, for so long as it considers necessary, and pending the quantification of the amount of the claim or liability. Upon quantification of the amount of all or any claims or liabilities, the Government shall apply the amount in the suspense account in or towards satisfaction of the quantified amount. Where there is any remaining amount in the suspense account after such application, the Government will return the remaining amount to the Contractor without interest. Where the amount in the suspense account is insufficient to cover all or any claims or liabilities, the Government reserves all rights and remedies against the Contractor in respect of such claims and liabilities.

29 TERMINATION OF THE CONTRACT AND CHANGES TO THE WORK

- 29.1 Without prejudice to other rights and claims of the Government under the Contract or at law, the Government shall be entitled to terminate the Contract by serving a 14 days' notice in writing on the Contractor (or in the case of any of the events specified in Clauses 29.1.10 to 29.1.12, by serving immediate notice on the Contractor) if:
- 29.1.1 the Contractor persistently or flagrantly fails to carry out the whole or any part of the Work punctually or in accordance with the terms and conditions of the Contract; or
 - 29.1.2 the Contractor fails to observe or perform any of its obligations under the Contract and (in the case of a breach capable of being remedied) has failed to remedy the breach to the satisfaction of the Government Representative within 14 days (or such longer period as the Government Representative may, in its sole discretion, allow) after the issuance by the Government Representative to the Contractor of a notice in writing requiring it to do so; or
 - 29.1.3 the Contractor fails to pay any of the sums payable by the Contractor under the Contract; or
 - 29.1.4 any of the warranties, representations or undertakings made or deemed to have been made by the Contractor to the Government in the Contract or in its tender for the Contract or otherwise during the continuance of the Contract (including without limitation any of the Warranties) is untrue or incomplete or inaccurate; or
 - 29.1.5 a petition is presented or a proceeding is commenced or an order is made or an effective resolution is passed for the winding-up, insolvency, bankruptcy, administration, reorganisation, reconstruction, or dissolution of the Contractor otherwise than for the purpose of a solvent reconstruction or amalgamation previously approved by the Government Representative in writing, or the Contractor

- makes any composition or arrangement with creditors; or a receiver, administrator, trustee or similar officer has been appointed in respect of the Contractor or all or any part of its business or assets; or
- 29.1.6 the Contractor abandons the Contract in part or in whole; or
- 29.1.7 the Contractor has failed to complete any activity in any of the Timetables (as defined in Clause 11.3) for more than six (6) weeks from the original scheduled completion date as specified therein; or
- 29.1.8 the Contractor assigns or transfers or purports to assign or transfer all or any part of the Contract or all or any of its rights or obligations thereunder without the prior written consent of the Government; or
- 29.1.9 without prejudice to the generality of the foregoing grounds for termination, if any event or circumstance occurs which enables the Government to terminate the Contract under Clause 34.3(c) (Warranty against Collusion) of the Conditions of Tender or any one of the following provisions in these Conditions of Contract:
- Clause 12.6.7 (Acceptance Tests and Trials);
 - Clause 14.4 (Rejection after Acceptance);
 - Clause 21.7 (Indemnities);
 - Clause 32.1 (Illegal Workers); and
 - Clause 34.3 (Prevention of Bribery).
- 29.1.10 the Contractor has engaged or is engaging in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security;
- 29.1.11 the continued engagement of the Contractor or the continued performance of the Contract is contrary to the interest of national security; or
- 29.1.12 the Government reasonably believes that any of the events mentioned in Clause 29.1.10 or 29.1.11 is about to occur.
- 29.2 Notwithstanding anything herein to the contrary, the Government may at any time during the continuance of the Contract, and by not less than one month's prior written notice to the Contractor, make such changes (whether addition or reduction) as the Government deems appropriate to the scope of the Work to be carried out or the Vessel, Equipment and/or Deliverables to be procured. The cost of such changes (if any) shall be deduced, where applicable, on the basis of the unit price specified in the applicable Schedule, or in the absence of which it shall be agreed between the Government and the Contractor. For the avoidance of doubt, any changes may include without limitation changes (addition or reduction) of the number of Vessel to be procured, addition or deletion of the Equipment or Deliverables to be procured, or changes in the scope of the Work.
- 29.3 If any of the events specified in Clause 29.1 occurs, or pursuant to Clause 12.6.7 or Clause 14.4, the Government may choose only to effect partial termination of the Contract whereupon the Government shall partially terminate the Contract by giving a notice to this effect to the Contractor ("**Partial Termination**" or "**partial termination**") in relation to those Vessel, Equipment and Deliverables in relation thereto, and/or Spare Parts and/or other Deliverables as specified in the Partial Termination notice (collectively, "**Rejected Items**").
- 29.4 Where there is a Force Majeure Event, pursuant to Clause 31.6 or Clause 31.7, the Government may terminate the Contract in part or in whole.
- 29.5 Each of the grounds entitling the Government to terminate the Contract as specified in Clauses 29.1 to 29.4 above shall be construed independently and shall not be limited or restricted by reference to or inference from any other ground or any other provision of this Contract.

- 49.4 The Contractor shall not in any way be relieved from any obligation under the Contract nor shall it be entitled to claim against the Government on grounds that any information, whether obtained from the Government or otherwise (including information made available by the Government), is incorrect or insufficient. The Contractor shall, at its own cost and expense, make its own enquiries as to the accuracy and adequacy of all such information.
- 49.5 Notwithstanding anything in this Contract to the contrary, whether during the Contract Period or thereafter the Government shall not be liable to the Contractor whether in tort (including, but not limited to, negligence), contract, strict liability or otherwise for lost profits, lost revenues, lost saving, delay in realisation of saving, lost business opportunities or lost goodwill, exemplary, punitive, special, incidental, indirect or consequential damages, regardless of whether such damages were foreseeable or whether the Government or any other person has been advised of the possibility of such damages.

50. CONTRACTS (RIGHTS OF THIRD PARTIES) ORDINANCE

- 50.1 It is noted that there is no provision in Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) (“Cap. 623”) which states that the Ordinance applies to the Government or contracts entered into by the Government.
- 50.2 Notwithstanding Clause 50.1, it is hereby declared that no person may be treated as a third party who or which may enforce any term of the Contract under or for the purposes of section 4 of Cap. 623.
- 50.3 Nothing in Clause 50.2 is intended to affect the following:
- 50.3.1 the power of the Government Representative to act for the Government including the exercise of any right under, or the enforcement of any claim or remedy, arising from or in connection with or in relation to, this Contract;
 - 50.3.2 the power of a public officer under any law or regulation including any Ordinance or subsidiary legislation or any other legal instrument;
 - 50.3.3 the power of a public officer to act by his own title or for the Government Representative or for the Government in any legal proceedings arising from or in connection with or in relation to the Contract (including the Secretary for Justice);
 - 50.3.4 the rights and obligations of any personal representative, administrator or other successor-in-title of the Contractor;
 - 50.3.5 the rights and obligations of any assignee or transferee of the Contractor under any assignment or transfer which has been approved by the Government pursuant to Clause 35 but not otherwise;
 - 50.3.6 the rights and obligations of any Government’s successor-in-title and person deriving title under any of them, and the Government’s assignee and transferee (and in the case of assignee or transferee, in accordance with the terms of the assignment and transfer agreed by the Government); and
 - 50.3.7 the rights of the Government and Government Representative under any guarantee or undertaking or insurance policy or other collateral contract granted or issued or entered into by any person other than the Contractor pursuant to the terms of the Contract.

51. United Nations Convention on Contracts for the International Sale of Goods Not Applicable

- 51.1 The Government and the Contractor agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

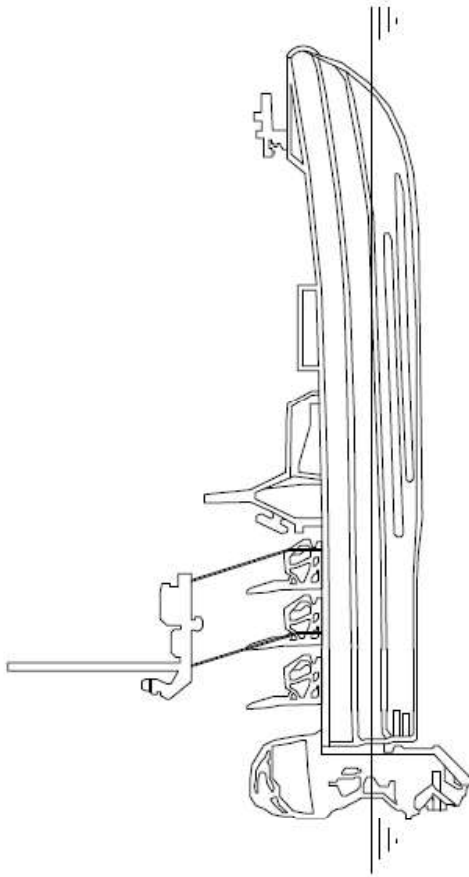
Chapter 2 General Technical Requirements

2.1 Conceptual General Arrangement Plan

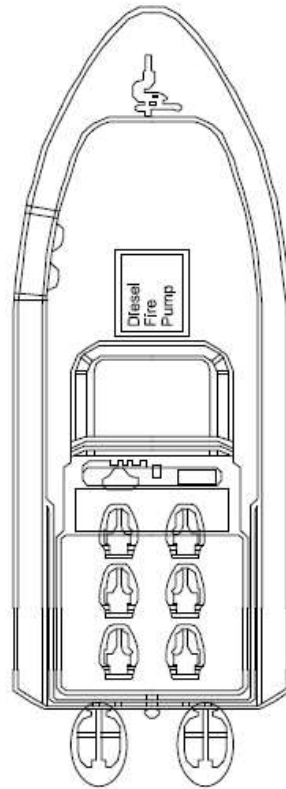
CONCEPTUAL GENERAL ARRANGEMENT PLAN

The Principal Dimensions A of the Vessel Shall be:

Length Overall:	6.5 m to 7.5 m
Extreme Breath:	Design to suit
Maximum Weight of the Vessel:	Not greater than 2,500 kg
Speed:	At least 35 knots
Material of Construction:	Aluminium



OUTBOARD_PROFILE



PLAN (MAIN DECK)