

Part V - Schedules

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Schedule 1 – Price Schedule

Supply of Two (2) Hovercraft for the Hong Kong Police Force

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

1. This tender is submitted by or on behalf of _____
(hereinafter referred to as "Tenderer").
2. This Invitation to Tender relates to the procurement of the Vessels as per the Contract.

Part 1 – Vessel				
Description	Item (See Notes 1 to 3)	Quantity	Unit Price (HKD/USD)* (See Note 6)	Sub-Total Price
Two (2) Vessels in Ready for Use condition together with all Equipment in the quantities specified in Part VII – Technical Specifications 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.	Item 1 to Item 2 – Vessels Each item number stands for one Vessel	2 Vessels	Vessel Unit Price A =	A x 2 =
	Sub-Total: Items 1 to 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 Notes 5 and 6)	Sub-Total Price
Spare Parts for the Vessel complying with the Offered Specifications.	Item 3 –Engines Complete for Lift and Thrust (as proposed in Schedule 6)	2 Shipsets	B ₁ =	B ₁ x 2 =
	Item 4 – Propellers (as proposed in Schedule 6)	2 Shipsets	B ₂ =	B ₂ x 2 =

	<p>Item 5 – Electronic Navigation Equipment (“ENE”) in compliance with the requirements in Chapter 7 of Part VII - Technical Specifications</p> <p>(including without limitation all the major equipment as proposed in item 5 of Schedule 6 of this Part V)</p>	1 Shipset	$B_3 =$	$B_3 \times 1 =$
	<p>Sub-Total: Items 3 to 5</p> <p>$B_1 \times 2 + B_2 \times 2 + B_3 \times 1 =$</p>			
Part 3 - Ship Model				
Description	Item (See Note 7)	Quantity	Unit Price (HKD/USD)* (See Notes 6 and 7)	Sub-Total Price
Ship Model in compliance with the requirements in Paragraph 8.2.7 of Part VII - Technical Specifications.	Item 6 – Ship Model (suitably scaled so that the model length overall is between 300 mm to 400 mm)	3 Units	$C =$	$C \times 3 =$
	<p>Sub-Total: Item 6</p> <p>$C \times 3 =$</p>			
Total Purchase Price (i.e. The sum of the Sub-Total for Items 1 to 6 specified above):	(See Notes 4 and 5) $A \times 2 + B_1 \times 2 + B_2 \times 2 + B_3 \times 1 + C \times 3 =$			

- Note 1: **A tender must offer to supply all the Items 1 to 6 complying with the Offered Specifications 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 right 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 assessment. **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 to 2 in Part 1 is the price of the requested number of Vessels, and Equipment 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.

* Delete as appropriate

Schedule 2 - Delivery Schedule

Item	Description	Delivery Date	Remarks
Item 1 to Item 2	Vessel as specified in Part 1 of Schedule 1, all in Ready for Use condition and delivered to the Government Dockyard	Within nine (9) months after the Contract Date	See the Notes below
Item 3 to Item 5	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 Vessel (Items 1 to 2) stated above	
Item 6	Ship Models as specified in Part 3 of Schedule 1 delivered to the Government Dockyard	To be delivered to the Government together with the Vessel (Items 1 to 2) stated above	

Note 1: Each of the Delivery Date for Items 1 to 2 and the Delivery Date for Items 3 to 6 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.

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.	In respect of each Vessel, 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) (for the first Vessel only and if not already paid) the Contract Deposit equal to 2% of the Total Purchase Price in cash deposit or 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 where applicable (a)(ii) by issuing an invoice to the Government for the same after fulfilment of (a)(i) and where applicable (a)(ii).	Ten percent (10%) of the Vessel Unit Price of that Vessel as specified in Part 1 of Schedule 1	Not Applicable
2.	In respect of each Vessel, this instalment shall only be payable upon satisfaction of all of the following: (a) completion of hull structures of 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 thrust engine and lift engine and propellers on the Vessel and (b) upon receipt by the Government of an Advance Payment Bond in the form set out in Annex A to 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 5); and (b) Ship Model (Part 3 of Schedule 1 - Item 6)	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 the instalment No. 1 to be paid in respect of the first Vessel, the Contract Deposit equal to 2% of the Total Purchase Price shall also have been provided before such instalment is payable.

Note 4: If, at the Contractor’s request, payment is to be made to the Contractor’s overseas bank account, all bank charges shall be borne by the Contractor.

Note 5: Each Advance Payment Bond to be delivered before an instalment is payable shall cover the amount of that instalment.

- Note 6: The total retention money withheld for one Vessel 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 of a Vessel is not fixed upon expiry of the Warranty Period for that Warranty Item (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) for that Vessel 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. Where the Contract Deposit is not yet released, a provisional amount as mentioned in (ii) may also be deducted from the Contract Deposit.
- 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 to 2) as specified in Part 1 of Schedule 1	<p>If the Contractor fails to deliver to the Delivery Location a Vessel and all Equipment thereon (including without limitation all Major Equipment specified in Schedule 6), 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, thereon pass the Delivery Acceptance to the satisfaction of the Government by the same Delivery Date (a "Delayed Vessel"), the Contractor shall pay to the Government for each day or part thereof of delay for that Delayed Vessel an amount equal to 0.125% of the Vessel Unit Price.</p> <p>The aggregate amount payable by the Contractor in respect of each Delayed Vessel shall be capped at a maximum of 15% of the Vessel Unit Price.</p>
Part 2	The Spare Parts complying with the Offered Specifications (Items 3 to 5) as specified in Part 2 of Schedule 1 or the Warranty Spare Parts complying with the specifications set out in Paragraph 1.11 of Annex 1 to Part VII	Not applicable
Part 3	The Ship Model (Item 6) as specified in Part 3 of Schedule 1	Not applicable

Schedule 5 - Statement of Compliance

Item	Tender Reference	Essential Requirements in Part VII	Compliance Statement (State here Yes or No)
1.	Paragraph 2.3.1 of Part VII of the Tender Documents	The Hovercraft shall be fitted with two engines providing propulsion (thrust) and lift separately. The Hovercraft shall be designed to carry three (3) persons with seating provided, with a payload of at least 350 kg.	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.
2.	Paragraph 2.3.2 of Part VII of the Tender Documents	The Hovercraft shall be designed with a detachable canopy covering the consoles and crew seats.	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.
3.	Paragraph 2.3.3 of Part VII of the Tender Documents	The hull of the Hovercraft shall be built in marine grade aluminium alloy, suitable for use in the marine environment, sheltered waters, over land as well as mud.	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.
4.	Paragraph 2.4.1 of Part VII of the Tender Documents	The Hovercraft shall be designed and constructed in accordance with the Hovercraft Code or equivalent, in the latest version as at the Contract Date.	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.
5.	Paragraph 2.5.1 of Part VII of the Tender Documents	In the fully loaded condition [i.e. full fuel plus three (3) persons on board as specified in Chapter 1.7.2(e) of Part VII] and with all engines running at their declared Maximum Continuous Rating (MCR), the guaranteed minimum highest achievable speed under the Official Speed Trial Conditions as stated in Annex 5 to Part VII shall be as follows: Minimum highest achievable forward speed in still air on water: 28 knots	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.
6.	Paragraph 2.5.2 of Part VII of the Tender Documents	The Hovercraft shall also be designed for loitering operations. The Hovercraft shall be capable of operating at 2 to 5 knots.	Yes/No * If Yes, please identify the relevant part of the

Item	Tender Reference	Essential Requirements in Part VII	Compliance Statement (State here Yes or No)
			tender to support this compliance.
7.	Paragraph 2.6 of Part VII of the Tender Documents	Length Overall: 6.5 – 7 metres Extreme Breadth: 3.5 – 4 metres Maximum Height: 2.5 – 3 metres	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.
8.	Paragraph 2.7 of Part VII of the Tender Documents	Hull Structure: Marine Grade Aluminium Skirt: Hypalon Loop and Natural Rubber Segments Air Propeller (and Impeller) Blades: Composite Material Air Propeller Duct (Shroud): Composite Material Rudder(s): Marine Grade Aluminium /Composite Material Consoles: Composite Material	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.
9.	Paragraph 2.8.2 of Part VII of the Tender Documents	Endurance for fuel capacity over ground and sea: 4 hours at the patrol speed of 20 knots at sea.	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.
10.	Paragraph 3.4.1 of Part VII of the Tender Documents	The offered Hovercraft shall meet the stability requirements of the RO and the Hovercraft Code, or equivalent, in the latest version as at the Contract Date.	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.
11.	Paragraph 4.1.2 of Part VII of the Tender Documents	The Hovercraft shall be powered by two engines for propulsion (thrust) and lift respectively. Both engines shall be four-stroke diesel engines of adequate power to deliver the Contract Speed as stated in Paragraph 2.5 of Part VII.	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.
12.	Paragraph 4.1.3 of Part VII of the Tender Documents	If either engine is having an output power of 130 kW or more, such engine(s) shall have Type	Yes/No * If Yes, please identify

Item	Tender Reference	Essential Requirements in Part VII	Compliance Statement (State here Yes or No)
	Documents	Approval Certificate(s) issued by an RO or other entities acceptable to MD in compliance with IMO Tier II emission requirements, and which shall be provided to MD.	the relevant part of the tender to support this compliance.

*Deleted as appropriate

Item	Tender Reference	Specifications without Label in Part VII	Compliance Statement (State here Yes or No)
13.	Part VII of the Tender Documents	<p>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.</p> <p>The Tenderer may make Counter-Proposal(s) to these Specifications without Label (excluding Annexes 1 to 9 to Part VII) in accordance with Clauses 5.4 and 17.3 of Part II – Conditions of Tender.</p>	<p>Yes Except for the following Specifications without Label:</p> <p>Please identify the Paragraph numbering of Part VII (excluding its Annexes 1 to 10) (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.</p> <p>For submission of supporting proposals and where applicable, Counter-Proposal(s), if any, please see Note 2 below.</p>

*Deleted as appropriate

Notes:

- 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” and “Specifications without Label 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 13 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 10) (“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)

Major Equipment complying with the Offered Specifications to be installed on one Vessel to be delivered	Information (Please provide details)
<p>1. Engines for thrust and lift respectively complying with the Original Requirements or exceeding the Original Requirements specified in Paragraph 4.2 of the Technical Specifications</p>	Name of Manufacturer:
	Place of Origin:
	Model or Version Name or Number as advertised by the Manufacturer:
	Manufacturer Specifications including Rated Power / Rated rpm:
<p>2. Propellers complying with the Original Requirements or exceeding the Original Requirements set out in Paragraph 2.7 of the Technical Specifications</p>	Name of Manufacturer:
	Place of Origin:
	Model or Version Name or Number as advertised by the Manufacturer:
	Manufacturer Specifications including Rated Power / Rated rpm:

Major Equipment complying with the Offered Specifications to be installed on one Vessel to be delivered	Information (Please provide details)
3. Rudders complying with the Original Requirements or exceeding the Original Requirements set out in Paragraph 2.7 of the Technical Specifications	<p>Name of Manufacturer:</p> <p>Place of Origin:</p> <p>Model or Version Name or Number as advertised by the Manufacturer:</p> <p>Manufacturer specifications:</p>
4. Complete Skirt complying with the Original Requirements or exceeding the Original Requirements set out in Paragraph 3.3 of the Technical Specifications	<p>Name of Manufacturer:</p> <p>Place of Origin:</p> <p>Model or Version Name or Number as advertised by the Manufacturer:</p> <p>Manufacturer specifications:</p>
5. ENE equipment complying with the Original Requirements or exceeding the Original Requirements set out in Chapter 7 of Part VII - Technical Specifications	<p>Name of Manufacturer:</p> <p>Place of Origin:</p> <p>Model or Version Name or Number as advertised by the Manufacturer:</p> <p>Manufacturer specifications:</p>

Major Equipment complying with the Offered Specifications to be installed on one Vessel to be delivered	Information (Please provide details)
6. Additional items , if any, to be used in conjunction with any of the above-mentioned Equipment in order to ensure that the above-mentioned Equipment will comply with the Offered Specifications (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 5 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 5 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 Schedule.
- (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 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 not 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 not 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	Preliminary General Arrangement Plan of the proposed Vessel (“Preliminary GA Plan”) to show compliance with applicable provisions of Part VII.	
2.	2.5.1	Power/speed predictions for the Contract Speed(s) to show compliance with the essential requirements as specified in Paragraph 2.5.1 of Part VII, under the sea state and load conditions as specified therein, together with a descriptive account of the philosophy and methodology employed for such speed predictions/evaluations.	
3.	2.7 and 3.1	Preliminary Construction plans – including proposed material of the hull to show compliance with the essential requirement specified in Paragraph 2.7 and other applicable provisions of Part VII, including Paragraph 3.1 and its sub-paragraphs.	
4.	2.8.2	Fuel oil tank capacity calculations or information showing compliance with the requirements set out in Paragraph 2.8.2 of Part VII.	
5.	3.1	Weight and centre of gravity prediction calculations with breakdowns for the Vessel.	
6.	3.4	The preliminary stability calculations showing compliance with the requirements set out in Chapter 3 of Part VII. All calculations and drawings must be in metric units.	
7.	4.2	Unless already provided in Schedule 6, technical information of the propulsion engine and lift engine and propellers as published by the engine manufacturer, including fuel consumption data to show compliance with the requirements in Paragraph 4.2 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]
8.	All relevant paragraphs of Chapter 5	Preliminary schematic layout drawings of electrical circuits.	
9.	All relevant paragraphs of Chapter 7	Information including the technical details and information provided by the manufacturers of each piece of Electronic Navigation Equipment listed in Chapter 7 of Part VII.	
10.	All relevant paragraphs of Chapter 7	The details of the Hong Kong agents including their company names, postal addresses, email addresses and phone numbers for the machinery and equipment installed in the Vessel including the Electronic Navigation Equipment to show compliance with the requirement specified in Chapter 7 of Part VII.	
11.	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).	
12.	All applicable paragraphs in Part VII concerning equipment other than Major Equipment listed in Schedule 6	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 8 - Tenderer's Information

1. Particulars of Tenderer:

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

(k)	(whether the Tenderer is a company) a copy of the Memorandum (if any) and Articles of Association, Certificate of Incorporation, Certificate of Change of Name (if any) or equivalent documents issued by the authority of the place of incorporation of the Tenderer	Please attach if applicable.
(l)	(if the Tenderer is a company incorporated in Hong Kong or is registered as a non-Hong Kong company under the Companies Ordinance, Chapter 622 of the Laws of Hong Kong) a copy of the latest annual return filed with the Companies Registry and all subsequent filings since the latest annual return; or (if not) the equivalent documents issued by the authority of the place of incorporation of the Tenderer	Please attach if applicable.
(m)	if the Tenderer is a subsidiary, the name(s) and place(s) and date(s) of incorporation of its immediate and ultimate holding companies	
(n)	A copy of the relevant document proving that the authorised person(s) who sign(s) the Offer to be Bound has/have the authority to sign it for and on behalf of the Tenderer	Please attach if applicable.
(o)	If the Tenderer is a joint venture, a copy of joint venture agreement	Please attach if applicable.
(p)	Telephone No.	
(q)	Fax No.	
(r)	Email address	

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

(a) Name of Company:

(b) Address:

(c) Telephone No.:

(d) Fax No.:

(e) Name of Person in Charge:

(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

- (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 Paragraph 2.4 and other provisions of Part VII - Technical Specifications)

The Vessel

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

The Tenderer's tender will not be considered if the Tenderer fails to submit and complete this Schedule in its tender before the Tender Closing Date

Schedule 10 – Claim of Tenderer’s Experience and Accreditations

Part A – Requirements of Submissions

1. The Tenderer shall provide in the relevant table below information of hovercraft(s) in hovercraft design and construction or just hovercraft construction project (each a “hovercraft 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 of Tender together with the required supporting documents.
2. For each hovercraft 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 hovercraft, which the hovercraft 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 hovercraft 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 hovercraft 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 hovercraft 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 2.6 of Part VII.**

Part B – Information and Supporting Documents to be Submitted**1. Tenderer’s Experience in Design and Construction of Hovercraft****1.1 Relevant hovercraft design and construction or just construction experience in terms of number of contracts performed and completed by the Tenderer for one or more aluminium Hovercraft between 5m and 8m LOA (both figures inclusive) capable of achieving a minimum speed of 20 knots, which was in service any time within last ten (10) years prior to the Original Tender Closing Date (“Reference Contracts (1)”) as specified in Assessment Criterion (B)(I)(a) of the Marking Scheme (i.e. Annex D to Part II)**

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 Hovercraft mentioned above with details below.

	Contract No. 1	Contract No. 2	Contract No. 3	Contract No. 4	Contract No. 5	Contract No. 6
Project Name						
Type of Hovercraft						
Contract Date (dd-mm-yyyy)						
No. of Hovercraft in this Contract						
Name of Owner(s)/Operator(s)						
If the contract is just for the construction of the Hovercraft, please identify the party designing it						
Date of acceptance of the first completed Hovercraft by the purchaser (dd-mm-yyyy)						
Date of acceptance of the last completed Hovercraft by the purchaser (dd-mm-yyyy)						
General Arrangement plan of the contracted Hovercraft included here? (Y / N)						
Length Overall (metres)						
Breadth (metres)						
Designed displacement (metric tonnes)						
Confirm Hull material						
Maximum speed (knots)						
No. of engines & total engine power per Hovercraft						
Designed and built to Class Society rules? (Y/N). If yes, which Class?						

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

1.2 Relevant hovercraft design and construction or just construction experience in terms of number of contracts performed and completed by the Tenderer for one or more aluminium patrol Hovercrafts for law enforcement agencies, military organisation, coast guard agency, conservancy agency or a company providing maritime security services between 6.5m and 7m LOA (both figures inclusive) capable of achieving a minimum speed of 25 knots, which was in service any time within last ten (10) years prior to the Original Tender Closing Date (“Reference Contracts (2)”) as specified in Assessment Criterion (B)(I)(b) of the Marking Scheme (i.e. Annex D to Part II)

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 Hovercrafts mentioned above with details below.

	Contract No. 1	Contract No. 2	Contract No. 3	Contract No. 4	Contract No. 5	Contract No. 6
Project Name						
The law enforcement agency served						
Name of Hovercraft' Owner(s)/Operator(s)						
Type of Hovercraft						
Contract Date (dd-mm-yyyy)						
No. of Hovercrafts in this Contract						
If the contract is just for the construction of the Hovercraft, please identify the party designing it						
Date of acceptance of the first completed Hovercraft by the purchaser (dd-mm-yyyy)						
Date of acceptance of the last completed Hovercraft by the purchaser (dd-mm-yyyy)						
General Arrangement plan of the contracted Hovercraft included here? (Y / N)						
Length Overall (metres)						
Breadth (metres)						
Draft (metres)						
Designed displacement (metric tonnes)						
Confirm Hull material						
Maximum speed (knots)						
Propulsion method						
Designed and built to Class Society rules? (Y/N). If yes, which Class?						

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

1.3 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		
ISO 45001		

- Notes: (1) Please use separate sheet(s) if the space above is inadequate.
- (2) Please refer to the Note 9 at the end of the Marking Scheme in Annex D of 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		
<p>(a) General Arrangement</p> <p>It is desirable that the design of the general arrangement of the proposed Hovercraft as shown in the Preliminary General Arrangement Plan of the proposed Hovercraft submitted by the Tenderer in Schedule 7 of Part V providing benefits in the following aspects exceeding the requirements as set out in Part VII:</p> <p>(i) Safe and efficient movement of crew to different stations inside the Hovercraft;</p> <p>(ii) Efficient access and maintenance of major equipment as listed in the Schedule 6 of Part V;</p> <p>(iii) Efficient design and layout that facilitates handling of major incidents, including but not limited to search and rescue operations and medical evacuations; and</p> <p>(iv) Higher robustness of construction, better speed control response and predictable manoeuvrability at high speeds with smooth ride characteristics.</p>	<p>1)</p> <p>The General Arrangement of the proposed Hovercraft demonstrates a practical and effective design which can bring benefits to all the four (4) aspects as stated in the first column opposite.</p>	<p>Yes/No *</p> <p>If Yes, please identify the part of the Preliminary General Arrangement Plan achieving the features specified in the second column opposite with annotation. If not provided as part of the Preliminary General Arrangement Plan submitted in Item 1 of the table in Schedule 7 of Part V, extra documents and drawings shall be submitted to support the claims of benefits.</p>
	<p>2)</p> <p>The General Arrangement of the proposed Hovercraft demonstrates a practical and effective design which can bring benefits to three (3) aspects as stated in the first column opposite.</p>	<p>Yes/No *</p> <p>If Yes, please identify the part of the Preliminary General Arrangement Plan achieving the features specified in the second column opposite with annotation. If not provided as part of the Preliminary General Arrangement Plan submitted in Item 1 of the table in Schedule 7 of Part V, extra documents and drawings shall be submitted to support the claims of benefits.</p>
	<p>3)</p> <p>The General Arrangement of the proposed Hovercraft demonstrates a practical and effective design which can bring benefits to two (2) aspects as stated in the first column opposite.</p>	<p>Yes/No *</p> <p>If Yes, please identify the part of the Preliminary General Arrangement Plan achieving the features specified in the second column opposite with annotation. If not provided as part of the Preliminary General Arrangement Plan submitted in Item 1 of the table in Schedule 7 of Part V, extra documents and drawings shall be submitted to support the claims of benefits.</p>

<p>(a) General Arrangement (Cont'd)</p>	<p>4) The General Arrangement of the proposed Hovercraft demonstrates a practical and effective design which can bring benefits to one (1) aspect as stated in the first column opposite.</p>	<p>Yes/No *</p> <p>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 1 of the table in Schedule 7 of Part V, extra documents and drawings shall be submitted to support the claims of benefits.</p>
<p>(b) B5 Diesel Fuel Tank and Systems</p> <p>It is desirable that the Tenderer has proposed additional design features, to mitigate the risk of accelerated fuel system wear and microbial contamination.</p>	<p>1) Two (2) or more additional design features</p>	<p>Yes/No *</p> <p>If Yes, please identify the design 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 1 of the table in Schedule 7 of Part V, extra documents and drawings shall be submitted to support the claims of benefits.</p>
	<p>2) One (1) additional design feature</p>	<p>Yes/No *</p> <p>If Yes, please identify the design 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 1 of the table in Schedule 7 of Part V, extra documents and drawings shall be submitted to support the claims of benefits.</p>
<p>(II) Operational Aspects</p>		
<p>(a) The Electronic Navigation Equipment (or “ENE”) for the Hovercraft</p> <p>It is desirable that any one or more of the ENE as listed in Chapter 7 of Part VII proposed by</p>	<p>1) Five (5) or more Additional Features</p>	<p>Yes/No *</p> <p>If Yes, please provide details, calculation, supporting documents and evidence to support the claims.</p>

<p>the Tenderer for the Hovercraft (“Selected ENE”) should have one or more features in addition to those already specified in Chapter 7 of Part VII (“Additional Features”).</p> <p>The proposed brand and model of the one or more Selected ENE with the Additional Features shall have been installed and used on a Hovercraft operated by one or more law enforcement agency, military organisation, coast guard agency, conservancy agency or a company providing maritime security services in Hong Kong or any other part of the world anytime within 60 months prior to the Original Tender Closing Date.</p> <p>The Additional Features shall in the sole opinion of the Government substantially enhance the operation including but not limited to any one of the following:</p> <ul style="list-style-type: none"> (i) Capability; or (ii) Functionality; or (iii) Security; or (iv) Resilience. 	2) Four (4) Additional Features	Yes/No * If Yes, please provide details, calculation, supporting documents and evidence to support the claims.
	3) Three (3) Additional Features	Yes/No * If Yes, please provide details, calculation, supporting documents and evidence to support the claims.
	4) Two (2) Additional Features	Yes/No * If Yes, please provide details, calculation, supporting documents and evidence to support the claims.
	5) One (1) Additional Feature	Yes/No * If Yes, please provide details, calculation, supporting documents and evidence to support the claims.
<p>(b) Comfortability and Maneuverability</p> <p>It is desirable that the Hovercraft has more useful features to enhance the crew’s comfort and maneuverability with benefits exceeding the requirements set out in Part VII.</p>	1) The proposed Hovercraft has two (2) or more additional useful features.	Yes/No * If Yes, please indicate in the Preliminary General Arrangement Plan and provide details, supporting documents and evidence to support the claims.
	2) The proposed Hovercraft has one (1) additional useful feature.	Yes/No * If Yes, please indicate in the Preliminary General Arrangement Plan and provide details, supporting documents and evidence to support the claims.
<p>(III) Innovative Suggestions</p>		
<p>(a) Pro-innovation Proposals</p> <p>Tenderers are encouraged to propose effective and practical pro-innovation proposals which are directly relevant to the procurement and would enhance the capabilities of the proposed Hovercraft to perform the missions, including but not limited to sea safety patrol, search and</p>	1) Five (5) or more effective and practical pro-innovation proposals.	Yes/No * If Yes, please provide details of the suggestion, supporting documents and evidence to support the claims. If the suggestion has been implemented in other vessel, please also provide the supporting documents.

<p>rescue operations, law enforcement operations, logistical support, beach landing, and officer transferring.</p> <p>Details of such proposals shall be submitted with supporting evidence for consideration, and acceptance or otherwise will be at the sole discretion of the Government.</p>	2)	Yes/No *
	Four (4) effective and practical pro-innovation proposals.	<p>If Yes, please provide details of the suggestion, supporting documents and evidence to support the claims.</p> <p>If the suggestion has been implemented in other vessel, please also provide the supporting documents.</p>
	3)	Yes/No *
	Three (3) effective and practical pro-innovation proposals.	<p>If Yes, please provide details of the suggestion, supporting documents and evidence to support the claims.</p> <p>If the suggestion has been implemented in other vessel, please also provide the supporting documents.</p>
	4)	Yes/No *
	Two (2) effective and practical pro-innovation proposals.	<p>If Yes, please provide details of the suggestion, supporting documents and evidence to support the claims.</p> <p>If the suggestion has been implemented in other vessel, please also provide the supporting documents.</p>
	5)	Yes/No *
	One (1) effective and practical pro-innovation proposal.	<p>If Yes, please provide details of the suggestion, supporting documents and evidence to support the claims.</p> <p>If the suggestion has been implemented in other vessel, please also provide the supporting documents.</p>
<p>(b) ESG Proposals</p> <p>Tenderers are encouraged to propose ESG proposals that will improve environmental protection, sustainability or governance or social responsibility, which may but need not be directly relevant to the procurement, but would bring about positive values/benefits to the Government, or the public at large.</p> <p>Marks will be given to effective and practicable ESG proposals which</p>	1)	Yes/No *
	Two (2) or more effective and practicable ESG proposals.	<p>If Yes, please provide details of the suggestion, supporting documents and evidence to support the claims.</p> <p>If the suggestion has been implemented in other vessel, please also provide the supporting documents.</p>

<p>contribute to all or some or any one of the following positive values/benefits –</p> <ul style="list-style-type: none"> • environmental protection (e.g. reduction in energy consumption, use of renewable energy, such as solar energy, in the execution of the contract, etc.); • social responsibility (e.g. employment of people with disabilities and/or rehabilitated persons for the contract, etc.); and/or • governance. 	<p>2) One (1) effective and practicable ESG proposal.</p>	<p>Yes/No *</p> <p>If Yes, please provide details of the suggestion, supporting documents and evidence to support the claims.</p> <p>If the suggestion has been implemented in other vessel, please also provide the supporting documents.</p>
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Desirable Specifications other than the specifications for the Excess Proposals
(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.	Yes/ No * and please identify the Paragraph of Part VII containing such desirable specifications.	

* 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) Hovercraft for the Hong Kong Police Force

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

Dear Sir / Madam,

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

Non-collusion

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

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

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

Disclosure of subcontracting

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

Consequences of breach or non-compliance

5. I/We understand that in the event of any breach or non-compliance with any representations, warranties and/or undertakings in this certificate or in Clause 34.1 of 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.

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

Signed by the Tenderer /

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

Name of the authorised signatory :
(where applicable)

Title of the authorised signatory :
(where applicable)

Date :
