# Part V - Schedules

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#### **Schedule 1 - Price Schedule**

# Supply of Two (2) Steel Patrol Vessels for the Customs and Excise Department

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<br>(HKD/USD)*<br>(See Note 6)         | Sub-Total Price      |
| Two (2) Vessels  Each of them comprises as follows:  • one Vessel with one Daughter Boat on-board;  | Items 1 to 2 EACH with the description opposite (each including the Daughter Boat) Each item number stands for one Vessel | 2 Vessels | Vessel Unit Price<br>for one Item A <sub>1</sub> | A <sub>1</sub> x 2 = |
| Each complying with the Offered Specifications and in Ready for Use condition;  |   |           |  |                      |
| That Vessel and the Daughter Boat on such Vessel shall be installed with all Equipment in the quantities specified in Part VII Technical Specifications which are to be installed on board of the Vessel (or the Daughter Boat as the case may be) in compliance with the Offered Specifications; and | Sub-Total for Items 1 to 2  A <sub>1</sub> (i.e. Vessel Unit Price) x 2 =   |           |  |                      |
| all Work in respect of such<br>Vessel (including the<br>Daughter Boat) to be<br>performed in accordance<br>with the Contract, and all<br>Documentation including<br>the As-Fitted Plans and<br>Drawings, and Training.  |   |           |  |                      |

| Part 2 - Spare Parts                                  |   |                       |  |                       |
|---|---|-----------------------|--|-----------------------|
| Description   | Item (See Notes 4)  | Quantity (See Note 5) | Unit Price<br>(HKD/USD)*<br>(See Note 6) | Sub-Total Price       |
|   | Item 3 - The Daughter Boat (as proposed in Schedule 7)  | 1 Vessel              | $B_1 =$                                  | B <sub>1</sub> x 1 =  |
|   | Item 4 - Main Diesel Engine (as proposed in Schedules 6 and 7)  | 1 Shipset             | $B_2 =$                                  | B <sub>2</sub> x 1 =  |
|   | Item 5 - Diesel Generator (as proposed in Schedules 6 and 7)  | 1 Shipset             | $B_3 =$                                  | B <sub>3</sub> x 1 =  |
|   | Item 6 - Propeller (as proposed in Schedules 6 and 7)   | 1 Shipset             | $B_4 =$                                  | B <sub>4</sub> x 1 =  |
|   | Item 7 - Gear Box<br>(as proposed in Schedules 6 and 7)   | 1 Shipset             | $B_5 =$                                  | B <sub>5</sub> x 1 =  |
|   | Item 8 - E-Motor (as proposed in Schedules 6 and 7)   | 1 Shipset             | $B_6 =$                                  | B <sub>6</sub> x 1 =  |
| Spare Parts complying with the Offered Specifications | Item 9 - Propeller shaft (as proposed in Schedules 6 and 7)   | 1 Shipset             | B <sub>7</sub> =                         | B <sub>7</sub> x 1 =  |
|   | Item 10 - Bow thruster unit<br>(including variable frequency<br>drive, propeller, gearing and<br>coupling if applicable) (as<br>proposed in Schedule 6)                                 | 1 Shipset             | $B_8 =$                                  | B <sub>8</sub> x 1 =  |
|   | Item 11 - Hybrid Switchboard<br>complete set comprising protection<br>devices i.e. power electronic<br>protection device, breaker, fuses<br>and so on. (as proposed in<br>Schedule 7)   | 1 Shipset             | B <sub>9</sub> =                         | B <sub>9</sub> x 1 =  |
|   | Item 12 - Electronic components<br>(Semi-conductor Converter,<br>variable frequency drive (VFD)<br>and/or other equivalent means<br>wherever applicable) (as proposed<br>in Schedule 7) | 1 Shipset             | B <sub>10</sub> =                        | B <sub>10</sub> x 1 = |
|   | Item 13 - All Operational Systems<br>as described in Para. 9.2.7 in<br>Chapter 9 of Part VII (as proposed<br>in Schedule 7)   | 1 Shipset             | B <sub>11</sub> =                        | B <sub>11</sub> x 1 = |

| Item 14 - Electric Windlass (as proposed in Schedules 6 and 7)  | 1 Shipset           | $B_{12} =$        | $B_{12} \times 1 =$   |
|---|---------------------|-------------------|-----------------------|
| Item 15 - Hydraulic Power<br>pack for the Steering System<br>(as proposed in Schedule 6)  | 1 Shipset           | B <sub>13</sub> = | B <sub>13</sub> x 1 = |
| Item 16 - Outboard Engine for<br>Daughter Boat<br>(as proposed in Schedules 6 and 7)  | 1 Shipset           | B <sub>14</sub> = | B <sub>14</sub> x 1 = |
| Item 17 - Propeller for Daughter<br>Boat<br>(as proposed in Schedules 6 and 7)  | 1 Shipset           | B <sub>15</sub> = | B <sub>15</sub> x 1 = |
| Item 18 - All the Electronic<br>Equipment for Daughter Boats<br>under Para 11.7 in Chapter 11 of<br>Part VII (as proposed in Schedule<br>7)   | 1 Shipset           | B <sub>16</sub> = | B <sub>16</sub> x 1 = |
| Item 19 – Power Unit of the<br>Steering System for Daughter<br>Boats (as proposed in Schedules 6<br>and 7)  | 1 Shipset           | B <sub>17</sub> = | B <sub>17</sub> x 1 = |
| Item 20 - Self-Righting System for<br>Daughter Boats<br>(as proposed in Schedules 6 and 7)  | 1 Shipset           | B <sub>18</sub> = | B <sub>18</sub> x 1 = |
| Sub-Total for Items 3 to 20<br>B <sub>1</sub> x 1 + B <sub>2</sub> x 1 + B <sub>3</sub> x 1 + B <sub>4</sub> x 1 + B <sub>6</sub> x 1 + B <sub>7</sub> x 1 + B <sub>8</sub> x 1 + B <sub>9</sub> x 1 + B <sub>11</sub> x 1 + B <sub>12</sub> x 1 + B <sub>13</sub> x 1 + B <sub>14</sub> x 1<br>B <sub>16</sub> x 1 + B <sub>17</sub> x 1 + B <sub>18</sub> x 1 = | $B_{10} \times 1 +$ |                   |                       |

## Part 3 - Ship Model

| Description  | Item<br>(See Note 7)                 | Quantity | Unit Price<br>(HKD/USD)*<br>(See Notes 6 and 7) | Sub-Total Price      |
|--|--------------------------------------|----------|---|----------------------|
| Ship Model in compliance with<br>the requirements in Paragraph<br>12.2.11 of Part VII. | Item 21 - Ship Model<br>(Scale 1:25) | 3 Units  | $C_1 =$   | $C_1 \times 3 =$     |
|  | Item 22 - Ship Model<br>(Scale 1:50) | 3 Units  | $C_2 =$   | C <sub>2</sub> x 3 = |
|  | Sub-Total for Items 21 to 22         |          |   |                      |
|  | $C_1 \times 3 + C_2 \times 3 =$      |          |   |                      |
|  |                                      |          |   |                      |
|  |                                      |          |   |                      |

| Total Purchase Price  | (See Notes 4 and 6)  |  |
|---|--|--|
| (i.e. The sum of the Sub-<br>Total for Items 1 to 22<br>specified above): | $\begin{array}{l} A_1 \ x \ 2 + B_1 \ x \ 1 + B_2 \ x \ 1 + B_3 \ x \ 1 + B_4 \ x \ 1 + B_5 \ x \\ 1 + B_6 \ x \ 1 + B_7 \ x \ 1 + B_{10} \ x \ 1 \\ + B_{11} \ x \ 1 + B_{12} \ x \ 1 + B_{13} \ x \ 1 + B_{14} \ x \ 1 + B_{15} \ x \ 1 \\ + B_{16} \ x \ 1 + B_{17} \ x \ 1 \ + B_{18} \ x \ 1 + C_1 \ x \ 3 + C_2 \ x \ 3 = \end{array}$ |  |

- Note 1: A tender must offer to supply all the Items 1 to 22 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 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 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) and any Innovative Suggestions in Schedule 13 (Innovative Suggestions) 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 items comprised in the 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 item (or its Spare Part). For all other items in Part 2, the Tenderer must submit offer for such items.
- 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  | Vessel including the Daughter<br>Boat and all Equipment as<br>specified in Part 1 of Schedule<br>1, all in Ready for Use<br>condition and delivered to the<br>Government Dockyard. | Within twenty-two (22) months after the Contract Date   | See the<br>Notes<br>below. |
| Second Delivery Item 2 | Vessel including the Daughter<br>Boat and all Equipment as<br>specified in Part 1 of Schedule<br>1, all in Ready for Use<br>condition and delivered to the<br>Government Dockyard. | Within twenty-eight (28) months after the Contract Date   |                            |
| Items 3 to 20          | 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 <b>Second Delivery</b> of Vessel (i.e. Item 2) as defined above |                            |
| Items 21 and 22        | Ship Model as specified in Part 3 of Schedule 1 delivered to the Government Dockyard.  | To be delivered to the Government together with the <b>Second Delivery</b> of Vessel (i.e. Item 2) stated above     |                            |

Note 1: The Delivery Date for Items 1 to 22 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 22 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.  | 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) 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 (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 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 and superstructures 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 engines, reduction gearboxes, propellers, steering systems, Hybrid Propulsion System, and electrical generating sets 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<br>Instalment<br>Payment to be<br>Retained by the<br>Government               |
|-----|--|--|--|
| 4.  | In respect of each Vessel, this instalment shall be payable on issuance of an unqualified Acceptance Certificate of that Vessel unless the Government agrees that a qualified Acceptance Certificate would suffice.  | 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 an unqualified Acceptance Certificate of the Vessel unless the Government agrees that a qualified Acceptance Certificate would suffice. | 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 20); and  (b) Ship Model (Part 3 of Schedule 1 - Items 21 and 22)                            | 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 an unqualified Acceptance Certificate for the Vessel has been issued unless the Government agrees that a qualified Acceptance Certificate would suffice.
- 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 (including all extension whether for the entire Vessel or any individual Warranty Item) 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   | 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 0.097% 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 11.64% of the Vessel Unit Price. |
| Part 2 | The Spare Parts complying with the Offered Specifications (Items 3 to 20) 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 (Items 21 and 22) as specified in Part 3 of Schedule 1   | Not applicable   |
| Part 4 | Innovative Suggestions as specified in Schedule 13  | If the Contractor fails to carry out in full any of the Accepted Innovative Suggestions in relation to any Vessel or any part; or otherwise not relating to any Vessel, (in each case a "noncomplied Accepted Innovative Suggestion") the Contractor shall, subject to Sub-clauses (b) to (d) of Clause 52 of Conditions of Contract, pay to the Government a sum of money calculated according to the applicable formula as liquidated damages for EACH of such non-complied Accepted Innovative Suggestions according to Clause 52 of Conditions of Contract where applicable.   |

**Schedule 5 - Statement of Compliance** 

| Item | Reference in the<br>Tender<br>Documents                   | Essential Requirements in Part VII   | Compliance<br>Statement<br>(State here Yes<br>or No)  |
|------|---|--|---|
| 1    | Paragraph 2.1.5 of<br>Part VII of the<br>Tender Documents | The design of the hull form for the offered Vessel shall be either of the following:  (a) The same as the design of another existing mono-hull vessel with the same principal dimensions such as length, breadth and depth, and the same hydrostatic particulars, which is in service as at the Original Tender Closing Date for use by 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; or  | Yes/No *  If Yes, please identify the relevant part of the tender to support this compliance. |
|      |   | (b) A design with modifications from the design based on an existing mono-hull vessel with an LOA between 30m and 45m (both figures inclusive), which is in service as at the Original Tender Closing Date for use by a law enforcement agency or a military organisation or a coast guard agency or a company providing maritime security services in Hong Kong or in any other part of the world. The modified design shall be supported by a model test report 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 that 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. |   |
| 2    | Paragraph 2.3.1 of<br>Part VII of the<br>Tender Documents | The Contract Speed of the Vessel, when propelled by its two main diesel engines each running at its 100 % maximum continuous rating ("MCR") to be measured at propeller shafts, 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 summarised in Paragraph 1.8.2(e) of Part VII and more particularly described in Annex 5 to Part VII.   | Yes/No *  If Yes, please identify the relevant part of the tender to support this compliance. |
| 3    | Paragraph 2.3.2 of<br>Part VII of the<br>Tender Documents | The Contract Speed of the Vessel, when propelled by the E-motors of the hybrid propulsion system as proposed in Schedules 6 and 7 of Part V ("hybrid propulsion system" or "hybrid system" in upper or lower case) which in turn are powered by the on-board diesel generators of the hybrid propulsion system, shall not be less than 10 knots, under the conditions of WMO Sea State Code 0 to 2 and under the loading and test conditions summarised in Paragraph 1.8.2(e) of Part VII and more particularly described in Annex 5 to Part VII.  At the same time, when this Vessel is operating in accordance with the operation profile and conditions as mentioned above, the on-board diesel generators shall also support the typical house load of   | Yes/No *  If Yes, please identify the relevant part of the tender to support this compliance. |

| 4 | Paragraph 2.3.5 of<br>Part VII of the<br>Tender Documents | active mode.  The "typical house load of required to support the verifical load includes but service, bow thruster, ligure electrical appliances for day shall not include electrical left.  The estimated engine propulation of the proposed Vessel has a Color both main diesel engines run  | the Vessel" means the electrical load essel under normal operation. The is not limited to the air-conditioning ghting, navigation equipment and illy crew activities. The house load boading for emergency activities. Isive power and characteristic curves system for the Vessel to support that contract Speed of at least 25 knots with uning at 100% Maximum Continuous with at least the essential requirement II. | Yes/No *  If Yes, please identify the relevant part of the tender to support this compliance. |
|---|---|--|--|---|
| 5 | Paragraph 2.4.1 of<br>Part VII of the<br>Tender Documents | The Vessel shall comply with the following: Length Overall (LOA): 30.0 metres to 35.0 metres (both figures inclusive and Fendering included)  Breadth (B): 6.50 to 7.50 Metres (Fendering Excluded)  Depth (D): < 3.8 Metres   |  | Yes/No *  If Yes, please identify the relevant part of the tender to support this compliance. |
| 6 | Paragraph 2.5.1 of  | The vessel shall comply with   | n the following:   | Yes/No *  |
|   | Part VII of the Tender Documents                          | <ul><li>(a) Material of hull structure: Marine steel or marine high tensile steel</li><li>(b) Material of superstructure: Marine aluminium alloy</li></ul>   |  | If Yes, please identify the relevant part of the tender to support this compliance.           |
| 7 | Paragraph 2.7.1 of Part VII of the Tender Documents       | The Vessel, operated by the C&ED for the operations as listed in Paragraph 1.2.1 of Part VII shall be built to operate in Hong Kong and adjacent waters to travel within a limit of approximately 50 nautical miles.  The Vessel shall comply with the following operational profile and speed profile:  (a) Operational Profile:  Number of hours per day: 22 hours/day  Number of days per year: 340 days/year  Endurance for fuel capacity: at least 12 hours at 25 knots plus 36 hours at 5 knots without refuelling |  | Yes/No *  If Yes, please identify the relevant part of the tender to support this compliance. |
|   |   | (b) Speed Profile (per 24-hor  | - ·  |   |
|   |   | 1  | 25 knots for 4 hours   |   |
|   |   | C  | 0 - 20 knots for 8 hours   |   |
|   |   |  | 0 - 10 knots for 10 hours  |   |
|   |   | Idling at sea:   | 2 hours  |   |

|    | <u> </u>   |  |   |
|----|--|--|---|
| 8  | Paragraph 3.3.10(a) of Part VII of the Tender Documents    | The stability of the Vessel shall show the Vessel's compliance with the applicable requirements in Chapter 2 and Annex 8 of the 2000 HSC Code and the calculations shall be with reference to each set of the loading conditions specified in Paragraph 3.3.6 of Part VII.   | Yes/No *  If Yes, please identify the relevant part of the tender to support this compliance. |
| 9  | Paragraph 3.3.11(a) of Part VII of the Tender Documents    | Transverse bulkheads shall be arranged to maintain the stability of the Vessel when flooding of any one underdeck compartment occurs. The residual stability of the Vessel shall meet the applicable requirements in Chapter 2 and Annex 8 of the 2000 HSC Code, with reference to each set of the loading conditions specified in Paragraph 3.3.6 of Part VII.  | Yes/No *  If Yes, please identify the relevant part of the tender to support this compliance. |
| 10 | Paragraph 4.1.2 of<br>Part VII of the<br>Tender Documents  | The Vessel shall be designed and constructed to be capable of carrying all of the following:  Number of crew: 15  Number of C&ED Officers: 18  | Yes/No *  If Yes, please identify the relevant part of the tender to support this compliance. |
| 11 | Paragraph 4.24.4(a) of Part VII of the Tender Documents    | One (1) Stern launch and recovery system ("LARS") compliant with the requirements of the International Convention for the Safety of Life at Sea ("SOLAS") (where applicable) for stowing, launching and recovering of one (1) < 7 m self-righting daughter boat, as further specified in Chapter 11 of Part VII (viz., the Daughter Boat). The LARS shall be designed so that launch and recovery, with a minimum of two crew on board the Daughter Boat, can be performed safely using a dedicated control panel. The LARS, based on the design and model as proposed in Schedules 6 of Part V, shall be proprietary made and have been used on similar existing vessel (viz., a monohull vessel with LOA between 30m and 45m (both figures inclusive)) as at the Original Tender Closing Date. | Yes/No *  If Yes, please identify the relevant part of the tender to support this compliance. |
| 12 | Paragraph 7.2.1 of<br>Part VII of the<br>Tender Documents  | The Vessel shall be equipped with two (2) electrically started, fresh water-cooled marine diesel engines of adequate power for attaining required Contract Speed. The rating of the engines, as published by the manufacturer, shall support an annual operation profile of 7,480 hours taking into account of the Speed Profile as stated in Paragraph 2.7.1(b) of Part VII. 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. |
| 13 | Paragraph 7.12.1 of<br>Part VII of the<br>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 propellers and bow thruster and adjusting the Vessel's rudder angles. 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. |
| 14 | Paragraph 7.13.1 of<br>Part VII of the<br>Tender Documents | A gyroscopic roll stabilization ("Gyro-stabiliser") system is to be installed onboard the Vessel. It is to reduce roll motion and, thus, to improve Vessel seakeeping when the Vessel is at stop or slow speed. A maximum of two (2) Gyro-stabilizers shall be fitted in the Vessel. Each Gyro-stabilizer must be a vacuum type, compact and self-contained.   | Yes/No *  If Yes, please identify the relevant part of the tender to support this compliance. |

|    |  | root-mean-<br>not less that<br>state when   | The Gyro-stabilizer(s) shall provide a reduction in percentage of root-mean-square ("RMS") of the roll angles in resonant waves not less than those shown in the table below for each given sea state when compared to the rolling of the Vessel without the gyro-stabilizer system.    Significant Wave   Roll Reduction   % |    |   |   |
|----|--|---|---|----|---|---|
|    |  |   | 1.50  | 45 |   |   |
|    |  |   | 2.00  | 30 |   |   |
| 15 | Paragraph 9.2.8 of<br>Part VII of the<br>Tender Documents  | its spare pa<br>services av   | All the equipment of the Operational Systems of the Vessel and its spare parts shall have good technical support and maintenance services available locally in Hong Kong upon the completion of the Warranty Period for the first Vessel.   |    | Yes/No *  If Yes, please identify the relevant part of the tender to support this compliance. |   |
| 16 | Paragraph 10.2.1 of<br>Part VII of the<br>Tender Documents | engine, one (1) reduction gearbox, one (1) propeller shaft and one (1) fixed pitch propeller. Each electric module consists of one (1) relevant part of the constant of the constant propeller.   |   |    | If Yes, please identify the relevant part of the tender to support                            |   |
| 17 | Paragraph 10.2.6(d) of Part VII of the Tender Documents    | The AC bus bar of the hybrid propulsion system shall be separated into different sections with power electronic protection devices fitted between sections in order to avoid a complete shut down due to a single electrical failure.  Yes/No *  If Yes, identify relevant propulsion system shall be separated into different sections with power electronic protection devices fitted between sections in order to avoid a complete shut down tendent propulsion system shall be separated into different sections with power electronic protection devices identify relevant propulsion system shall be separated into different sections with power electronic protection devices identify relevant propulsion system shall be separated into different sections with power electronic protection devices identify relevant propulsion system shall be separated into different sections with power electronic protection devices identify relevant propulsion system shall be separated into different sections with power electronic protection devices identify relevant propulsion system shall be separated into different sections with power electronic protection devices identify relevant propulsion system shall be separated into different sections with power electronic protection devices identified to the section of the section shall be separated into different sections with power electronic protection devices identified to the section of the section shall be separated into different sections with the section of the section section of the section |   |    | ′ 1   |   |
| 18 | Paragraph 11.2.4(a) of Part VII of the Tender Documents    | When all of the engines are running at their declared maximum (rated) power, the Contract Speed of the Daughter Boat proposed by the Tenderer in Schedule 7 of Part V shall not be less than 35 knots in WMO Sea States 0 to 2 under the Light Operational Load Condition as defined in Paragraph 11.1.5(b)(viii) of Part VII.  |   |    | Yes/No *  If Yes, please identify the relevant part of the tender to support this compliance. |   |
| 19 | Paragraph 11.2.5 of<br>Part VII of the<br>Tender Documents | of Part V sl  | The Daughter Boat to be proposed by the Tenderer in Schedule 7 of Part V shall comply with the following requirements:  Length Overall (LOA): < 7.0 metres (both figures inclusive)  Breadth: 2.3 to 2.8 metres (both figures inclusive)  |    |   | Yes/No *  If Yes, please identify the relevant part of the tender to support this compliance. |

| 20 | Paragraph 11.2.6 of  | Material of hull structure of the Daughter Boat shall be marine  | Yes/No *  |
|----|--|--|---|
|    | Part VII of the Tender Documents   | grade aluminium alloy.   | If Yes, please identify the relevant part of the tender to support this compliance.           |
| 21 | Paragraph 11.2.7(a) of Part VII of the Tender Documents                        | The Daughter Boat shall be designed to have sufficient space for carrying at least two (2) crew and four (4) other passengers.   | Yes/No *  If Yes, please identify the relevant part of the tender to support this compliance. |
| 22 | Paragraph 11.3.1(c) of Part VII of the Tender Documents                        | The strength of the hull structure of the Daughter Boat shall be designed to meet the RO's requirements, while fulfilling the contract speed in WMO Sea States 0 to 2 under Light Operational Load Condition, as specified in Paragraph 11.2.4(a) of Part VII.   | Yes/No *  If Yes, please identify the relevant part of the tender to support this compliance. |
| 23 | Paragraph 11.3.2(a) of Part VII of the Tender Documents                        | The Daughter Boat shall comply with the intact and damaged stability requirements stated in Paragraphs 11.3.2(e) and 11.3.2(f) of Part VII.  | Yes/No *  If Yes, please identify the relevant part of the tender to support this compliance. |
| 24 | Paragraphs 11.4.2(a),<br>(d) and (f) of Part VII<br>of the Tender<br>Documents | (a) The Daughter Boat shall be powered by twin (2) marine four-stroke outboard petrol spark ignition engines of adequate power to deliver the Contract Speed as stated in Paragraph 11.2.4(a) of Part VII. The engines shall drive stainless steel fixed pitch propellers through integral gearboxes. The propellers driven by the engines (port and starboard) shall be counter-rotating. | Yes/No *  If Yes, please identify the relevant part of the tender to support this compliance. |
|    |  | (d) The engines of the Daughter Boat shall have a three-star rating (ultra-low emission) or higher as per the California Air Resources Board star system ("CARB star system") that sets out the standards of exhaust emissions of four-stroke outboard engines or standards equivalent to the CARB star system.  |   |
|    |  | <ul> <li>(f) The engines in the Daughter Boat shall possess the following essential features to enable the Boat to be navigated following a capsize:</li> <li>(i) All propulsion systems shall have an emergency stop facility with twin tilt-switches for dependable sensing of the capsize situation.</li> </ul>   |   |
|    |  | the capsize situation.  (ii) All engines and support systems shall be capable of being immediately restarted following capsize. The post capsize system shall include the following features as a minimum:  1. Seal the engines against water ingress during capsize/  |   |
|    |  | <ul><li>immersion;</li><li>2. Fully automatic and integrated to the engine electronic control unit;</li></ul>  |   |

| <ul> <li>3. No requirement of manual operation of taps or valves;</li> <li>4. No requirement of removing engine cover; and</li> <li>5. Provide a 'Test Mode' for operational checks.</li> </ul> |  |
|---|--|
|---|--|

| Item | Reference in the<br>Tender<br>Documents | Specifications without Label in Part VII  | Compliance<br>Statement<br>(State here Yes<br>or No)  |
|------|---|---|---|
| 25   | 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 14 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 14) (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> Please delete the inapplicable part

#### Note:

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 25 of this Schedule, Tenderers are deemed to have by default confirmed compliance with the Specifications without Label, regardless of whether supporting proposals have been provided, 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 14) ("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 ssel       | Information<br>(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. | <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 including Rated Power/Rated rpm:       |
| 3. | Reduction Gearboxes for the Main Diesel Engine complying with the Offered Specifications | Name of Manufacturer:  |
|    |  | Place of Origin:   |
|    |  | Model or Version name or number as advertised by the Manufacturer: |

| Major Equipment complying with the Offered Specifications to be installed on one Vessel |  | Information<br>(Please provide details)                            |
|---|--|--|
|   |  | Manufacturer specifications:                                       |
| 4.  | <b>E-motors</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>Propellers and shafts</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>Gyro-stabilizer(s)</b> complying with the Offered Specifications    | Name of Manufacturer:  |
|   |  | Place of Origin:   |
|   |  | Model or Version name or number as advertised by the Manufacturer: |

| Off | ajor Equipment complying with the fered Specifications to be installed on one ssel   | Information<br>(Please provide details)                            |
|-----|--|--|
|     |  | Manufacturer specifications:                                       |
| 7.  | Station Keeping System complying with the Offered Specifications   | Name of Manufacturer:  |
|     |  | Place of Origin:   |
|     |  | Model or Version name or number as advertised by the Manufacturer: |
|     |  | Manufacturer specifications:                                       |
| 8.  | <b>Bow thruster unit</b> (including variable frequency drive, propeller, gearing and coupling if applicable) 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.  | The following items of Operational Systems complying with the Offered Specifications:  | Name of Manufacturer:  |
|     | <ul> <li>IMO Compliant Navigation Radar<br/>with ARPA;</li> </ul>  | Place of Origin:   |
|     | <ul> <li>High Performance Radar;</li> <li>Electronic Chart Display and<br/>Information System (ECDIS);</li> </ul>                                      | Model or Version name or number as advertised by the Manufacturer: |

|     | jor Equipment complying with the ered Specifications to be installed on one ssel  | Information<br>(Please provide details)                            |
|-----|---|--|
|     | <ul> <li>Electro Optical Sensor System         (EOSS);</li> <li>Secure Automatic Identification         System (S-AIS) Transponder</li> </ul> | Manufacturer specifications:                                       |
| 10. | Electric Windlass 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. | The Air Conditioning System 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. | Hydraulic power pack for the Steering System complying with the Offered Specifications  | Name of Manufacturer:  |
|     | •   | Place of Origin:   |
|     |   | Model or Version name or number as advertised by the Manufacturer: |

|     | ojor Equipment complying with the<br>Fered Specifications to be installed on one<br>ssel                                | Information<br>(Please provide details)                            |
|-----|---|--|
|     |   | Manufacturer specifications:                                       |
| 13. | Daughter Boat Launch and Recovery<br>System (LARS) (information including<br>but not limited to the Stern/Davit LARS,   | Name of Manufacturer:  |
|     | corresponding operational limiting sea<br>states and associated equipment)<br>complying with the Offered Specifications | Place of Origin:   |
|     |   | Model or Version name or number as advertised by the Manufacturer: |
|     |   | Manufacturer specifications:                                       |
| 14. | Outboard Engines for Daughter Boats complying with the Offered Specifications   | Name of Manufacturer:  |
|     |   | Place of Origin:   |
|     |   | Model or Version name or number as advertised by the Manufacturer: |
|     |   | Manufacturer specifications:                                       |
| 15. | Propellers for Daughter Boats complying with the Offered Specifications   | Name of Manufacturer:  |
|     |   | Place of Origin:   |
|     |   | Model or Version name or number as advertised by the Manufacturer: |

|     | jor Equipment complying with the ered Specifications to be installed on one seel               | Information<br>(Please provide details)                            |
|-----|--|--|
|     |  | Manufacturer specifications:                                       |
| 16. | Power Unit of the Steering System for Daughter Boats complying with the Offered Specifications | Name of Manufacturer:  |
|     | •  | Place of Origin:   |
|     |  | Model or Version name or number as advertised by the Manufacturer: |
|     |  | Manufacturer specifications:                                       |
| В   | <b>Self-Righting System for Daughter Boats</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:                                       |
| 18. | <b>Hybrid Switchboard</b> complying with the Offered Specifications                            | Name of Manufacturer:  |
|     |  | Place of Origin:   |

| Major Equipment complying with the Offered Specifications to be installed on one Vessel  | Information<br>(Please provide details)                            |  |  |  |
|--|--|--|--|--|
|  | Model or Version name or number as advertised by the Manufacturer: |  |  |  |
|  | Manufacturer specifications:                                       |  |  |  |
| 19. 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). |  |  |  |  |

#### 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 18 in this Schedule 6 by the **Tender Closing Date will lead to disqualification**.
- (b) The product series or version or model of each proposed Equipment in this Schedule 6 and where applicable Schedule 7 of Part V must not have been discontinued production or de-supported by the manufacturer as at the Tender Closing Date, or announced to be discontinued production or de-supported by the manufacturer at some future date which announcement has been made prior to the Tender Closing Date, failing which the Tenderer's tender may not be considered further.
- (c) Only one single model or version of a product series from the same manufacturer shall be proposed for each of Items 1 to 18 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**.
- (d) 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. Please refer to Clause 3.2 of the Condition of Tender
- (e) "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.
- (f) All product literature published by the manufacturer for each of the items above shall be attached to this Schedule.

| (g) | g) The quantities of a piece of major Equipment specified in the relevant paragraphs of Part VII, refer quantities to be installed on board of the Vessel. It does not cover the quantities required to be de as Spare Parts as specified in Schedule 1 of Part V. No Spare Part is required to be stored onbo Vessel. |  |  |  |  |  |
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#### 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 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<br>number of<br>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<br>by the Tenderer<br>[see Paragraph<br>(e) of this<br>Schedule 7 of<br>Part V, as above] |
|------|------------------------------------|--|---|
| 1    | 2.1.5                              | Design document to prove that requirements of Paragraph 2.1.5 of Part VII are achieved.  |   |
| 2    | 2.4.1, 4.1,<br>7.2.1, 11.2         | Preliminary General Arrangement Plan of the proposed Vessel and the daughter boat ("Preliminary GA Plan") to show compliance with the Technical Specifications.  |   |
| 3    | 2.3.1, 2.3.5                       | The estimated engine propulsive power and characteristic curves of the proposed propulsion system for the Vessel to support that the proposed Vessel has a Contract Speed of at least 25 knots with both main diesel engines running at 100% Maximum Continuous Rating to show compliance with at least the essential requirement in Paragraphs 2.3.1 and 2.3.5 of Part VII. |   |
| 4    | 2.3.2                              | Supporting document to prove that contract speed of<br>the proposed Vessel when propelled by the E-motor<br>and the electrical loading condition as per<br>requirements of Paragraph 2.3.2 of Part VII are<br>achieved.  |   |
| 5    | 11.2.4                             | Supporting document to prove that when all of the engines are running at their declared maximum (rated) power, the Contract Speed of the Daughter Boat proposed by the Tenderer in Schedule 7 of Part V shall not be less than 35 knots in WMO Sea States 0 to 2 under the Light Operational Load Condition as defined in Paragraph 11.1.5(b)(viii) of Part VII.             |   |
| 6    | 2.4, 11.2.5                        | Preliminary lines plan together with Offset Table of<br>the proposed Vessel and the daughter boat.   |   |
| 7    | 2.7, 11.2.7                        | Fuel oil tank capacity calculations of the proposed vessel to show compliance with the requirements set out in Paragraphs 2.7.1 and 11.2.7 of Part VII are fulfilled respectively.   |   |
| 8    | 3.3, 11.3.2                        | The preliminary stability information and calculation with the cross curves of stability, including damage stability for each compartment of the proposed Vessel and the daughter boat.  |   |
| 9    | 3.3, 11.3.2                        | Weight and centre of gravity prediction calculations with breakdowns for the proposed Vessel and the daughter boat.  |   |

| Item | Paragraph<br>number of<br>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<br>by the Tenderer<br>[see Paragraph<br>(e) of this<br>Schedule 7 of<br>Part V, as above] |
|------|--|--|---|
| 10   | 3.3, 11.3.2                                | A preliminary estimate of the fore and aft draught and the position of the centre of gravity (longitudinal, transverse and vertical) of the proposed design for the Vessel and daughter boat in their lightship, sea trial and full loaded conditions, noting the importance of the Vessel remaining trim and heel free during the operation required. |   |
| 11   | 2.5, 3.2,<br>11.2.6, 11.3                  | Preliminary Construction plans - covering midship, profile and deck, bulkhead of the proposed Vessel and the daughter boat ("Preliminary Construction Plan") including proposed material to be used to show compliance with the relevant requirements as specified in rules & regulation of RO proposed in Schedule 9 of Part V.                       |   |
| 12   | 4.2.3, 11.3.4                              | A preliminary control console plan showing how the control and display of data of the major Equipment listed in Schedule 6 of Part V including the Proposed Propulsion System, the electric generating set and the ENE shall be designed and installed on the proposed Vessel and the daughter boat.   |   |
| 13   | 7.2  | Technical document to be issued by any classification society within the meaning of Recognised Organisation in Clause 1.1 of Part IV certifying the emission standard of the marine diesel engine in the Proposed Propulsion System.   |   |
| 14   | 7.4.5                                      | Preliminary electric load calculation.   |   |
| 15   | 7.12.1                                     | Detail information of position keeping system to prove that requirements of Paragraph 7.12.1 of Part VII are achieved.   |   |
| 16   | 7.13.1                                     | Detail information of gyroscopic roll stabilization system to prove that the requirements of Paragraph 7.13.1 of Part VII are achieved.  |   |
| 17   | 10.2.1, 10.2.6                             | Hybrid system diagram and Hybrid Switchboard details.  |   |
| 18   | 4.24.4, 11.3.5,<br>11.4.2, 11.4.4          | Details of the Daughter Boat together with Outboard Engines for Daughter Boats, Propellers for Daughter Boats, Power Unit of the Steering System for Daughter Boats, Self-Righting System for Daughter Boats and the LARS to prove that requirements of Paragraphs 4.24.4, 11.3.5, 11.4.2 and 11.4.4 of Part VII are fulfilled respectively.           |   |
| 19   | All relevant<br>paragraphs of<br>Chapter 8 | Preliminary schematic layout drawings of electrical circuits.  |   |

| Item | Paragraph<br>number of<br>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<br>by the Tenderer<br>[see Paragraph<br>(e) of this<br>Schedule 7 of<br>Part V, as above] |
|------|---|--|---|
| 20   | All relevant<br>paragraphs of<br>Chapters 9 and<br>11 | Unless already provided in Schedule 6 of Part V, technical proposal for the Electronic Navigational Equipment ("ENE"), as listed in relevant paragraphs of Chapters 9 and 11 of Part VII and the proposed equipment, including but not limited to the following: |   |
|      |   | • Information including the technical details of the ENE listed in relevant paragraphs of Chapters 9 and 11 of Part VII;   |   |
|      |   | Technical and proposed equipment information including integrated system equipment schematic diagram of all the ENE, in English and sufficiently detailed;   |   |
|      |   | Lists of all the ENE with unit price; and  |   |
|      |   | The details of the Hong Kong agents for the equipment of the ENE listed in relevant paragraphs of Chapters 9 and 11 of Part VII.   |   |

## **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* |
| (d) | Shareholders/partners/proprietor/parties of the Tenderer and their percentage of ownership/voting power/financial contribution  | (*Please delete whichever is not applicable.)  |
| (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.   |

| (1,)  | (whether the Tenderer is a company) a copy of       | Please attach if applicable. |
|---|---|------------------------------|
| (k)   | the Memorandum (if any) and Articles of             | Trease attach if applicable. |
|   | 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          |                              |
| (1)   | (if the Tenderer is a company incorporated in       | Please attach if applicable. |
|   | 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          |                              |
| (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 certified extract of the Tenderer's board         | Please attach if applicable. |
|   | resolution or other documentary evidence            |                              |
|   | acceptable to the Government demonstrating the      |                              |
|   | Tenderer's authorisation and approval for the       |                              |
|   | submission of its Tender. This requirement          |                              |
| shall always be applicable to a Tenderer which is |   |                              |
|   | a company regardless of the mode of submission      |                              |
|   | of Tender. In the case that a Tenderer is a sole    |                              |
|   | proprietorship or a partnership, documentary        |                              |
|   | evidence acceptable to the Government               |                              |
|   | demonstrating the Tenderer's authorisation and      |                              |
|   | approval for the submission of its Tender shall     |                              |
|   | also be required, the signatory of the Offer to be  |                              |
|   | Bound   |                              |
| (o)   | If the Tenderer is a joint venture, a copy of joint | Please attach if applicable. |
| (0)   | venture agreement                                   | 2 2232 amen n approuve.      |
| (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.:

**3.** 

4.

| (d)     | Fax No.:   |
|---------|--|
| (e)     | Name of Person in Charge:  |
| (f)     | Email:   |
|         |  |
| Tend    | lerer's Shipyard Facilities  |
| facilit | Tenderer shall provide the following information regarding the shipyard and workshop ries which will be used for performing the Contract. The shipyard and workshop facilities may g to the Tenderer or to a proposed sub-contractor for the Contract or a joint venture party of the erer.        |
| (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. |
|         | Cenderer shall also provide further information as necessary when requested by the Government at nder evaluation stage.  |
| Parti   | culars 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 Paragraphs 1.5, 2.3 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.]   |
| Certification:  | [Please state whether a Classification Certificate, or Certificate of hull construction or equivalent certificate subject to endorsement on satisfactory annual, intermediate and renewal surveys will be provided on completion of the Vessel.] |

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) and project management experience in 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 of 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 to which the vessel project relates to the satisfaction of the Government. Acceptance documents or other document evidencing acceptance must have been signed by the relevant purchaser of the vessel or a classification society. Acceptance documents issued or signed solely by the Tenderer are not acceptable.
- 3. For each vessel project performed by the Tenderer earning project management experience, which are to be evaluated under assessment criteria in Part (B)(II) of the Marking Scheme, supporting documents shall include the project management programme (PMP) including a historical narrative of the objectives, scope, deliverables delivered, identification of key issues encountered, methodology deployed, construction work plan (Gantt Chart) followed, composition and division of work of team members, inspection items covered in the inspection, site supervision and quality control, reporting process, compliance with rules and regulations, common obstacles encountered, and solutions implemented for successful delivery of vessels.
- 4. For each Accreditation to be evaluated under the assessment criterion in Part (B)(III) 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 case of a Tenderer which is an incorporated or unincorporated joint venture, in the name of the lead partner of that joint venture).
- 5. 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.
- 6. 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.
- 7. 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 experience in the design and construction of Vessels in terms of number of contracts performed and completed as specified in Assessment Criterion Part (B)(I)(a) of Annex D Marking Scheme to Part II.

I/We confirm that I/we have experience in design and construction of steel or high tensile steel or aluminium mono-hull patrol launches between 20 m and 60 m LOA (both figures inclusive) capable of achieving a minimum speed of 25 knots which was in service any time within twenty (20) years prior to the Original Tender Closing Date for use by a law enforcement agency or military organization or coast guard agency or a company providing maritime security services in Hong Kong or any other part of the world ("Reference Contract").

Description of the law enforcement agency or military organization or coast guard agency or a company providing maritime security services can be made in the "Remarks' column.

|       | Project<br>name | Purchaser's name | Hull<br>materials | LOA (m) | Maximum<br>Speed<br>(knots) | Contract<br>Date<br>(dd/mm/yy) | Date of acceptance of the completed vessel by the purchaser (dd/mm/yy) | Remarks |
|-------|-----------------|------------------|-------------------|---------|-----------------------------|--------------------------------|--|---------|
| 1     |                 |                  |                   |         |                             |                                |  |         |
| 2     |                 |                  |                   |         |                             |                                |  |         |
| 3     |                 |                  |                   |         |                             |                                |  |         |
|       |                 |                  |                   |         |                             |                                |  |         |
|       |                 |                  |                   |         |                             |                                |  |         |
| • • • |                 |                  |                   |         |                             |                                |  |         |

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

# 1.2 Relevant experience in the design and construction of Vessels in terms of number of Vessels completed as specified in Assessment Criterion Part (B)(I)(b) of Annex D - Marking Scheme to Part II.

I/We confirm that I/we have experience in the completion of the design, construction and delivery of vessel(s) from which the design of the proposed Vessel is derived in the manner stipulated in Paragraph 2.1.5(a) or Paragraph 2.1.5(b) of Part VII, which has been in service for use by 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 the 20 years preceding the Original Tender Closing Date ("Reference Vessel").

Description of the law enforcement agency or military organization or coast guard agency or a company providing maritime security services can be made in the "Remarks' column.

|     | Project<br>name | Purchaser's name | Hull<br>materials | LOA (m) | Maximum<br>Speed<br>(knots) | Contract<br>Date<br>(dd/mm/yy) | Date of acceptance of the completed vessel by the purchaser (dd/mm/yy) | Remarks |
|-----|-----------------|------------------|-------------------|---------|-----------------------------|--------------------------------|--|---------|
| 1   |                 |                  |                   |         |                             |                                |  |         |
| 2   |                 |                  |                   |         |                             |                                |  |         |
| 3   |                 |                  |                   |         |                             |                                |  |         |
|     |                 |                  |                   |         |                             |                                |  |         |
| ••• |                 |                  |                   |         |                             |                                |  |         |
|     |                 |                  |                   |         |                             |                                |  |         |

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

## 1.3 Relevant project management experience of vessel design and construction specified in Assessment Criterion Part (B)(II) of the Marking Scheme

Experience in project management of completed vessel construction projects each with a provided reference from the previous customer in relation to the areas specified in Assessment Criterion Part (B)(II).

The Tenderer shall submit evidence on project management experience with detailed information.

Details of these projects are shown below:

|   | Project<br>No. 1 | Project<br>No. 2 | Project<br>No. 3 | Project<br>No. 4 | Project<br>No. 5 | Project<br>No. 6 |
|---|------------------|------------------|------------------|------------------|------------------|------------------|
| Project Name  | 110. 1           | 110. 2           | 110. 3           | 110. 4           | 110. 3           | 110. 0           |
| Type of vessels   |                  |                  |                  |                  |                  |                  |
| Contract Date (dd-mm-yyyy)  |                  |                  |                  |                  |                  |                  |
| Name of user  |                  |                  |                  |                  |                  |                  |
| Date of delivery and acceptance of the completed vessel by the purchaser (dd-mm-yyyy)             |                  |                  |                  |                  |                  |                  |
| Comply with specification as set out in assessment criterion B(II)(i) of the Marking Scheme       |                  |                  |                  |                  |                  |                  |
| Comply with the specifications as set out in assessment criterion B(II)(ii) of the Marking Scheme |                  |                  |                  |                  |                  |                  |
| Length Overall (LOA) (metres)   |                  |                  |                  |                  |                  |                  |
| Breadth (metres)  |                  |                  |                  |                  |                  |                  |
| Draft (metres)  |                  |                  |                  |                  |                  |                  |
| Designed displacement (metric tonnes)   |                  |                  |                  |                  |                  |                  |
| Maximum speed (knots)   |                  |                  |                  |                  |                  |                  |
| No. of main engines   |                  |                  |                  |                  |                  |                  |
| Designed and built to Class Society rules? (Y/N). If yes, which Class?                            |                  |                  |                  |                  |                  |                  |
| Contract value  |                  |                  |                  |                  |                  |                  |

Notes: (1) Tenderer may use additional sheets if information are available for more than six (6) projects.

(2) Please refer to the applicable Notes at the end of the Marking Scheme (Annex D to Part II
 Conditions of Tender) concerning the restrictions on the experience to be taken into account.

#### 2. Accreditations

| Accreditation | To produce supporting documents of<br>the Accreditation which is valid for the<br>relevant Certification | Index of relevant page of the supporting documents |
|---------------|--|--|
| ISO 9001      |  |  |
|               |  |  |
|               |  |  |
|               |  |  |
| ISO 14001     |  |  |
|               |  |  |
|               |  |  |
| ISO 45001     |  |  |
|               |  |  |
|               |  |  |
|               |  |  |

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

(2) Please refer to the applicable Notes at the end of the Marking Scheme (Annex D to Part II - Conditions of Tender) concerning the restrictions on the experience to be taken into account and the accreditation requirements.

### **Schedule 11 - Excess Proposals**

| Item                       | Assessment Criteria   | Guidelines   | Support Document (state here Yes or No)   |  |  |  |  |
|----------------------------|---|--|---|--|--|--|--|
| (A) (I) Functional Aspects |   |  |   |  |  |  |  |
| (a) General<br>Arrangement | It is desirable that the design of the general arrangement ("GA") of the proposed Vessel shows improvements over the Guidance General Arrangement Plan ("Guidance GA Plan") in the following aspects:                           | The General Arrangement of the proposed Vessel demonstrates a practical and effective design which can bring benefits to all of the six (6) aspects as stated in the second column opposite. | Yes/No * If Yes, please identify the part of the GA Plan achieving the feature specified in the third column opposite with annotation.  |  |  |  |  |
|                            | <ul> <li>(i) Safe and efficient movement of crew to different stations and compartments inside the proposed Vessel;</li> <li>(ii) Safe and efficient movement of crew in the open deck areas of the proposed Vessel;</li> </ul> | The General Arrangement of the proposed Vessel demonstrates a practical and effective design which can bring benefits to any five (5) aspects as stated in the second column opposite.       | Yes/No * If Yes, please identify the part of the GA Plan achieving the feature specified in the third column opposite with annotation.  |  |  |  |  |
|                            | (iii) Efficient design and layout of the Wheelhouse;  (iv) Efficient design and layout that facilitates maritime law enforcement;   | The General Arrangement of the proposed Vessel demonstrates a practical and effective  | Yes/No *  If Yes, please identify the part of the GA Plan achieving the feature specified in the third column opposite with annotation. |  |  |  |  |
|                            | <ul> <li>(v) Efficient access and maintenance of major equipment listed in the Schedule 6 of Part V; and</li> <li>(vi) Habitability (taking into account factors such as noise,</li> </ul>                                      | The General Arrangement of the proposed Vessel demonstrates a practical and effective design which can bring benefits to any three (3) aspects as stated in the second column opposite.      | Yes/No * If Yes, please identify the part of the GA Plan achieving the feature specified in the third column opposite with annotation.  |  |  |  |  |

|   | vibration, lighting, ventilation and so on).   | Arrangement of the proposed Vessel of demonstrates a practical and effective design which can bring benefits to any two (2) aspects as stated in the second column opposite.  The General Arrangement of the If proposed Vessel of demonstrates a fear practical and effective co | Yes, please identify the part the GA Plan achieving the ature specified in the third lumn opposite with notation.  es/No * Yes, please identify the part the GA Plan achieving the ature specified in the third lumn opposite with notation.   |
|---|--|---|--|
| (A) (II) Operational A  (a) Electronic Navigation Equipment ("ENE") | It is desirable that any one or more of the ENE as listed in Paragraph 9.4.1 of Part VII proposed by the Tenderer for the Vessel ("Selected ENE") shall have one or more features in addition to those already specified in Paragraphs 9.4 to 9.30 of Part VII ("additional features (1)")  The proposed brand and model of the one or more Selected ENE with the additional features (1) 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.  The additional features (1) shall enhance the ENE of | Four (4) or more addition features (1) on one or more Selected ENE.  Three (3) additional feature (1) on one or more Selected ENE.  Two (2) additional feature (1) on one or more Selected ENE.  One (1) additional feature (1) on one or more Selected ENE.                      | re If Yes, please identify the part of the Preliminary Control Console Design achieving the feature specified in the third column opposite with annotation.  Per Yes/No*  If Yes, please identify the part of the Preliminary Control Console Design achieving the feature specified in the third column opposite with annotation.  Per Yes/No*  If Yes, please identify the part of the Preliminary Control Column opposite with annotation.  Per Yes/No*  If Yes, please identify the part of the Preliminary Control Console Design achieving the feature specified in the third column opposite with annotation.  Yes/No*  If Yes, please identify |

| (b) Integrated Navigation System ("INS) | including but not limited to any one of the following:  (i) Capability; or  (ii) Functionality; or  (iii) Security; or  (iv) Resilience.  It is desirable that the INS proposed by the Tenderer should have additional features in addition to those already stated in Paragraph 9.3 of Part VII ("additional features (2)").  The proposed brand and model of INS with the additional features (2) shall have been installed and used on one or more 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.  The additional features (2) shall enhance the INS of the proposed Vessel including but not limited to any one of the following:  (i) Crew's familiarity and operation of the INS; or  (ii) Navigational safety of the crew and Vessel; or | Three (3) or more additional features (2) on one or more Selected ENE.  Two (2) additional features (2) on one or more Selected ENE.  One (1) additional feature (2) on one or more Selected ENE. | achieving the feature specified in the third column opposite with annotation.  Yes/No* If Yes, please identify the part of the Preliminary Control Console Design achieving the feature specified in the third column opposite with annotation.  Yes/No* If Yes, please identify the part of the Preliminary Control Console Design achieving the feature specified in the third column opposite with annotation.  Yes/No* If Yes, please identify the part of the Preliminary Control Console Design achieving the feature specified in the third column opposite with annotation.  Yes/No* If Yes, please identify the part of the Preliminary Control Console Design achieving the feature specified in the third column opposite with annotation. |
|---|---|---|---|
| (c) Typhoon                             | of the crew and Vessel.  It is desirable to improve the   | The proposed method   | Yes/No *  |
| Mooring                                 | efficiency and safety of the manual operation by crew on the proposed Vessel in connecting the typhoon mooring lines onto the existing mooring eye on the   | statement is able to perform<br>the buoy connection<br>effectively, with three (3) or<br>less number of crew and does<br>not require any crew to get<br>onto the mooring buoy.                    | If Yes, please provide supporting document achieving the feature specified in the third column opposite with annotation.  |

|                               | mooring buoy ("buoy  | The proposed method  | Yes/No *   |
|-------------------------------|--|--|--|
|                               | connection") by the following:  (i) In performing the buoy connection, crew of the proposed Vessel do not  | statement is able to perform<br>the buoy connection<br>effectively, with three (3) or<br>less number of crew and<br>requires at least one (1) crew<br>to get onto the mooring buoy.  | If Yes, please provide supporting document achieving the feature specified in the third column opposite with annotation.   |
|                               | need to get onto the mooring buoy to make the buoy connection with a view to improve the safety of the operation especially under extreme weather; and   | 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.  The proposed method statement is able to perform | Yes/No *  If Yes, please provide supporting document achieving the feature specified in the third column opposite with annotation.  Yes/No *  If Yes, please provide |
|                               | (ii) Reduce the crew manning requirement in performing the buoy connection with a view to improving the efficiency of the buoy connection.   | the buoy connection effectively with more than three (3) crew and requires a maximum of three (3) crew to get onto the mooring buoy.   | supporting document achieving the feature specified in the third column opposite with annotation.  |
| (d) Seakeeping<br>Performance | Since the Vessel would also<br>be at idling or loitering<br>speed as per the speed<br>profile stated in Paragraph<br>2.7.1(b) of Part VII, the<br>seakeeping qualities of the<br>Vessel at low speed or zero | The model test report (1) confirms that the model vessel was able to achieve the regular motion response of roll angle, in amplitude, at less than 5°.   | Yes/No *  If Yes, please provide supporting document achieving the feature specified in the third column opposite with annotation.                                   |
|                               | speed is of particular importance.  With a view to allow the crew and those working onboard to perform at maximum efficiency in  | The model test report (1) confirms that the model vessel was able to achieve the regular motion response of roll angle, in amplitude, at less than 10° but more than or equal to 5°.   | Yes/No *  If Yes, please provide supporting document achieving the feature specified in the third column opposite with annotation.                                   |
|                               | operations and in handling major incidents, it is desirable to have the offered Vessel with minimum roll motion response under beam sea condition without the use of gyro-stabiliser in                      | The model test report (1) confirms that the model vessel was able to achieve the regular motion response of roll angle, in amplitude, at less than 15° but more than or equal to 10°.  | Yes/No *  If Yes, please provide supporting document achieving the feature specified in the third column opposite with annotation.                                   |
|                               | the following sea states travelling at zero speed:  (i) Long-crested (2-dimensional) regular sinusoidal waves with a height of 0.5m,   | The model test report (2) confirms that the model vessel was able to achieve the 3 hours maximum motion response of roll angle, in amplitude, at less than or equal to 10°.  | Yes/No *  If Yes, please provide supporting document achieving the feature specified in the third column opposite with annotation.                                   |
|                               | representing swells, at<br>the natural roll period<br>with the offered Vessel<br>loaded to the Official  | The model test report (2) confirms that the model vessel was able to achieve the 3 hours maximum motion response of roll angle, in   | Yes/No *  If Yes, please provide supporting document achieving the feature specified in the third  |

Sea Trial Condition specified in Paragraph 1.8.2 (e) of Part VII ("Sea State (1)").

amplitude, at less than or equal to  $15^{\circ}$  but more than  $10^{\circ}$ .

column opposite with annotation.

In order to score marks under this assessment criterion, the Tenderer shall have to carry out a model test with a scaled down model vessel based on the offered Vessel including the corresponding displacement, position of centre of gravity 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 model test report (2) confirms that the model vessel was able to achieve the 3 hours maximum motion response of roll angle, in amplitude, at less than or equal 20° but more than 15°.

Yes/No \*

If Yes, please provide supporting document achieving the feature specified in the third column opposite with annotation.

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

(ii) Long-crested (2dimensional) 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 (e) of Part VII. The Joint North Sea Wave Project (JONSWAP) spectrum with a Peak Period (Tp) of seconds and a Peak Enhancement Factor of 1.0m shall be used ("Sea State (2)").

In order to score marks under this assessment criterion, the Tenderer shall have to carry out a model test with the same model vessel as mentioned in (i) subjected to the Sea State (2) and submit as part of its tender a model test report on the corresponding 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 test and the model test report (2) shall be performed and issued by a member

# <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<br>Tender<br>Documents | Desirable Specifications in<br>Part VII   | Compliance Statement (State here Yes or No)                               | Description, specifications and details of the proposals complying with the Desirable Specifications |
|---|---|---|--|
| Part VII                                | 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. | Please identify the<br>Paragraph of Part VII<br>containing such desirable |  |

#### Notes:

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.

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

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

### Supply of Two (2) Steel Patrol Vessels for the Customs and Excise Department

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

| Dea | ır Sir / M | ladam,     |  |
|-----|------------|------------|--|
| 1.  | I/We,      |            | me of the Tenderer)c  The Tenderer(s))   |
|     |            |            | refer to   |
|     | the Go     | overnme    | nt's invitation to tender for the Contract ("Invitation to Tender") and my/ou  |
|     | Tender     | r in respo | onse to the Invitation to Tender.  |
| Nor | n-collusio | on         |  |
| 2.  | I/We re    | epresent   | and warrant that in relation to the Invitation to Tender:  |
|     | (a)        |            | Our Tender was prepared genuinely, independently and made with the intention t<br>t the Contract if awarded;   |
|     | (b)        | under      | our Tender was not prepared with any agreement, arrangement, communication standing, promise or undertaking with any person (including any other Tendere inpetitor) 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.

6.

(where applicable)

Date

| "Commission") and provide the Commission with any relevant information, including but no 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 :   |

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

### **Schedule 13 (Innovative Suggestions)**

(Please refer to the Explanatory Notes in the Marking Scheme for details.)

Tenderers shall provide details of its proposed Innovative Suggestions<sup>1</sup> in the following tables. If there is not enough space, please use supplementary sheets if necessary.

### Pro-innovation Proposals – Directly relevant to the procurement covered by the Contract

| Item<br>No | Pro-innovation Proposals <sup>2</sup>  | The output to be produced upon carrying out of the Pro-innovation Proposal <sup>3</sup> | Brief description of the benefits/positive values to be brought about <sup>4</sup> | How to carry out | Supporting documents (if any) |
|------------|--|---|--|------------------|-------------------------------|
| 1          | Maritime Law Enforcement Operation In order to score marks under this assessment criterion, the Tenderer shall propose effective and practical Pro-innovation proposals to enhance the capabilities of the proposed Vessel to perform its Maritime Law Enforcement functions in all or some or any one (1) of the following aspects: |   |  |                  |                               |

<sup>&</sup>lt;sup>1</sup> The Innovative Suggestion, whether it be a Pro-innovation Proposal or an ESG Proposal, shall not just repeat, or be inconsistent with, the requirements of the Tender Documents.

<sup>&</sup>lt;sup>2</sup> Please identify the technological means or arrangements or work process or solutions or equipment covered by the Pro-innovation Proposal that can enhance efficiency, effectiveness and productivity of the Goods and/or Services. If not clearly stated, it shall be assumed that the Pro-innovation Proposal shall apply to all Goods and all Services.

<sup>&</sup>lt;sup>3</sup> If not already mentioned in the second column, please identify the output to be achieved when the Pro-innovation Proposal is carried out which should be visible and preferably be quantifiable and measureable.

<sup>&</sup>lt;sup>4</sup> The Marking Scheme stipulates a list of benefits and/or positive values which a Pro-innovation Proposal shall bring about (viz, Maritime Law Enforcement Operation, Green Technologies and Through-life Ownership), in order to score marks, the proposed Pro-innovation proposal must bring about any one or more such benefits and/or positive values as found in the list.

|   | (i) Round-the-clock anti-<br>smuggling patrols;   |  |  |
|---|---|--|--|
|   | (ii) The pursuit and interception of speedboats and motorized sampans engaged in smuggling activities;  |  |  |
|   | (iii) Underwater search of contrabands and recovery of exhibits by divers or ROV; and/or  |  |  |
|   | (iv) Conveying Customs officers for rummaging, patrol, surveillance and sea cargo examination duties.   |  |  |
| 2 | Green Technologies  |  |  |
|   | In order to score marks under this assessment criterion, the Tenderer shall propose effective and practical Pro-innovation proposals on green technologies to maintain the hulls and their structures in sound and clean condition. |  |  |
| 3 | Through-life Ownership  |  |  |
|   | In order to score marks under this assessment criterion, the Tenderer shall propose effective and practical Pro-innovation proposals which can reduce the through-life ownership cost of the Vessel to the Government               |  |  |

| by achieving all or any of following criteria:               | one (1) of the |  |  |
|--|----------------|--|--|
| (i) Increased expected of the proposed Ve                    |                |  |  |
| (ii) Lowered time as<br>maintenance of the<br>Vessel; and/or |                |  |  |
| (iii) Any other ideas or                                     | suggestions.   |  |  |

### ESG Proposals - May but need not be directly relevant to the procurement covered by the Contract

| Item<br>No | ESG Proposals <sup>5</sup> (E) for environmental protection or sustainability (S) for social responsibility (G) for governance | Brief description of the<br>/benefits/positive values to be<br>brought about <sup>6</sup> | How to carry out | Supporting<br>documents<br>(if any) |
|------------|--|---|------------------|-------------------------------------|
|            |  |   |                  |                                     |
|            |  |   |                  |                                     |
|            |  |   |                  |                                     |

| Name of Tenderer in English (in Block Letters): |  |
|---|--|
|---|--|

<sup>&</sup>lt;sup>5</sup> Please identify whether the ESG Proposal is for environmental protection or sustainability OR for social responsibility OR for governance by filling in (E) or (S) or (G) as the case may be. Unless otherwise expressly specified, it shall be assumed that the ESG Proposal shall apply to all Goods and all Services/

<sup>&</sup>lt;sup>6</sup> Please see footnote 4 above.