

**Tender Addendum No. 1**

Tender Reference: Marine Department Shipbuilding Tender No. 4/2023  
Procuring Department: Customs and Excise Department  
Subject: Supply of Two (2) Steel Patrol Vessels for the Customs and  
Excise Department

**Amendments as follows:**

**Original Clause 29.2 of Part IV – Conditions of Contract**

29.2 *Notwithstanding anything herein to the contrary, the Government may at any time during the continuance of the Contract, and by not less than one month's prior written notice to the Contractor, make such changes (whether addition or reduction) as the Government deems appropriate to the scope of the Work to be carried out or the Vessel, Equipment and/or Deliverables to be procured. The cost of such changes (if any) shall be deduced, where applicable, on the basis of the unit price specified in the applicable Schedule, or in the absence of which it shall be agreed between the Government and the Contractor. For the avoidance of doubt, any changes may include without limitation changes (addition or reduction) of the number of Vessel to be procured, addition or deletion of the Equipment or Deliverables to be procured, or changes in the scope of the Work.*

**Should read as**

29.2 *Notwithstanding anything herein to the contrary, **subject to the written agreement of the Contractor**, the Government may at any time during the continuance of the Contract, and by not less than one month's prior written notice to the Contractor, make such changes (whether addition or reduction) as the Government deems appropriate to the scope of the Work to be carried out or the Vessel, Equipment and/or Deliverables to be procured. The cost of such changes (if any) shall be deduced, where applicable, on the basis of the unit price specified in the applicable Schedule, or in the absence of which it shall be agreed between the Government and the Contractor. For the avoidance of doubt, any changes may include without limitation changes (addition or reduction) of the number of Vessel to be procured, addition or deletion of the Equipment or Deliverables to be procured, or changes in the scope of the Work. **For the avoidance of doubt, this Clause, Clauses 9.1 to Clause 9.3, Clause 9.4, Clause 10.1, Clause 42.2 of this Part and any other provision of the Contract providing for any change to the Contract shall be separate and independent from each other, shall be construed independently and shall not be limited or restricted by reference to or inference from any of them. For the avoidance of doubt, any change under Clause 9.4, Clause 10.1 or Clause 42.2 shall not require the agreement of the Contractor and whether any change should fall within the scope of any of the aforesaid Clauses shall be at the judgment of the Government which shall be binding on the Contractor. However strictly to the extent for the purpose of Clause 30.2 of this Part, any change to the Contract shall be treated as change under Clause 29.2.***

**Original Clause 2.4.2 of Part VII – Technical Specifications**

2.4.2 *The lightweight of the Vessel, as defined in Paragraph 1.4.34 of the 2000 HSC Code, without the daughter boat onboard, shall not be greater than 200 tonnes as limited by the docking facilities.*

Should read as

2.4.2 *The lightweight of the Vessel, as defined in Paragraph 1.4.34 of the 2000 HSC Code, without the daughter boat onboard, **is to be around 200 tonnes.***

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

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

Interested parties are reminded that the Tender Closing Date is **28 June 2024**. To be considered as a valid tender, tenderers must deposit their tender proposals in the Government Secretariat Tender Box situated at the Lobby of the Public Entrance on the Ground Floor, East Wing, Central Government Offices, 2 Tim Mei Avenue, Tamar, Hong Kong or where applicable, other places assigned by a Government officer for depositing bulky tenders (in either case, whichever is applicable, “Specified Tender Box”) **before 12:00 noon on Friday, 28 June 2024** in accordance with the manner stipulated in the Tender Documents. A late tender or a tender not submitted in accordance with the manner stipulated in the Tender Documents will not be considered further.

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

**29 TERMINATION OF THE CONTRACT AND CHANGES TO THE WORK**

- 29.1 Without prejudice to other rights and claims of the Government under the Contract or at law, the Government shall be entitled to terminate the Contract by serving a 14 days' notice in writing on the Contractor if:
- 29.1.1 the Contractor persistently or flagrantly fails to carry out the whole or any part of the Work punctually or in accordance with the terms and conditions of the Contract; or
  - 29.1.2 the Contractor fails to observe or perform any of its obligations under the Contract and (in the case of a breach capable of being remedied) has failed to remedy the breach to the satisfaction of the Government Representative within 14 days (or such longer period as the Government Representative may, in its sole discretion, allow) after the issuance by the Government Representative to the Contractor of a notice in writing requiring it to do so; or
  - 29.1.3 the Contractor fails to pay any of the sums payable by the Contractor under the Contract; or
  - 29.1.4 any of the warranties, representations or undertakings made or deemed to have been made by the Contractor to the Government in the Contract or in its tender for the Contract or otherwise during the continuance of the Contract (including without limitation any of the Warranties) is untrue or incomplete or inaccurate; or
  - 29.1.5 a petition is presented or a proceeding is commenced or an order is made or an effective resolution is passed for the winding-up, insolvency, bankruptcy, administration, reorganisation, reconstruction, or dissolution of the Contractor otherwise than for the purpose of a solvent reconstruction or amalgamation previously approved by the Government Representative in writing, or the Contractor makes any composition or arrangement with creditors; or a receiver, administrator, trustee or similar officer has been appointed in respect of the Contractor or all or any part of its business or assets; or
  - 29.1.6 the Contractor abandons the Contract in part or in whole; or
  - 29.1.7 the Contractor has failed to complete any activity in any of the Timetables (as defined in Clause 11.3 of this Part IV) for more than six (6) weeks from the original scheduled completion date as specified therein; or
  - 29.1.8 the Contractor assigns or transfers or purports to assign or transfer all or any part of the Contract or all or any of its rights or obligations thereunder without the prior written consent of the Government; or
  - 29.1.9 without prejudice to the generality of the foregoing grounds for termination, if any event or circumstance occurs which enables the Government to terminate the Contract under Clause 34.3(c) (Warranty against Collusion) of Part II – Conditions of Tender or any one of the following provisions of this Part IV:
    - Clause 12.6.5 (Acceptance Tests and Trials);
    - Clause 14.4 (Rejection after Acceptance);
    - Clause 21.7 (Indemnities);
    - Clause 32.1 (Illegal Workers); and
    - Clause 34.3 (Prevention of Bribery).
- 29.2 Notwithstanding anything herein to the contrary, subject to the written agreement of the Contractor, the Government may at any time during the continuance of the Contract, and by not less than one month's prior written notice to the Contractor, make such changes (whether addition or reduction) as the Government deems appropriate to the scope of the Work to be carried out or the Vessel, Equipment and/or Deliverables to be procured. The cost of such changes (if any) shall be deduced, where applicable, on the basis of the unit price specified in the applicable Schedule, or in the absence of which it shall be agreed between the Government and the Contractor. For the avoidance of doubt, any changes may include without limitation changes (addition or reduction) of the number of Vessel to be procured, addition or deletion of the Equipment or Deliverables to be procured, or changes in the scope of the Work. For the avoidance of doubt, this Clause, Clauses 9.1 to Clause 9.3, Clause 9.4, Clause 10.1, Clause 42.2 of this Part and any other provision of the Contract providing for any change to the Contract shall be separate and independent from each other, shall be construed independently and shall not be limited or restricted by reference to or inference from

- any of them. For the avoidance of doubt, any change under Clause 9.4, Clause 10.1 or Clause 42.2 shall not require the agreement of the Contractor and whether any change should fall within the scope of any of the aforesaid Clauses shall be at the judgment of the Government which shall be binding on the Contractor. However strictly to the extent for the purpose of Clause 30.2 of this Part, any change to the Contract shall be treated as change under Clause 29.2.
- 29.3 If any of the events specified in Clause 29.1 or 29.5 of this Part IV occurs, or pursuant to Clause 12.6.5 or Clause 14.4 of this Part IV, the Government may choose only to effect partial termination of the Contract whereupon the Government shall partially terminate the Contract by giving a notice to this effect to the Contractor (“**Partial Termination**” or “**partial termination**”) in relation to those Vessel, Equipment and Deliverables in relation thereto, and/or Spare Parts and/or other Deliverables as specified in the Partial Termination notice (collectively, “**Rejected Items**”).
- 29.4 Where there is a Force Majeure Event, pursuant to Clause 31.6 or Clause 31.7 of this Part IV, the Government may terminate the Contract in part or in whole.
- 29.5 The Government may immediately terminate the Contract upon the occurrence of any of the following events:
- 29.5.1 the Contractor has engaged or is engaging in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security; or
- 29.5.2 the continued engagement of the Contractor or the continued performance of the Contract is contrary to the interest of national security; or
- 29.5.3 the Government reasonably believes that any of the events mentioned above is about to occur.
- 29.6 Each of the grounds entitling the Government to terminate the Contract as specified in Clauses 29.1 to 29.5 above shall be construed independently and shall not be limited or restricted by reference to or inference from any other ground or any other provision of this Contract.
- 30 CONSEQUENCES OF EARLY TERMINATION AND CONTRACT EXPIRY OR CHANGES TO THE WORK**
- 30.1 Upon early termination (howsoever occasioned) or expiry of the Contract (“**Termination**”):
- 30.1.1 the Contract shall be of no further force and effect but without prejudice to:
- (a) the Government’s rights and claims under the Contract or otherwise at law against the Contractor arising from antecedent breaches of the Contract by the Contractor (including any breach(es) which entitle the Government to terminate the Contract);
- (b) the rights and claims which have accrued to a party prior to the Termination; and
- (c) the continued existence and validity of those provisions which are expressed to or which in their context appropriately survive Termination and any provisions of the Contract necessary for the interpretation or enforcement of the Contract including without limitation the following Clauses in these Conditions of Contract: Clause 1 (Interpretation), Clauses 2.8 and 2.10 (Products and Work to be Provided), Clause 6 (Title and Risks), Clause 19 (Contractor’s Warranties and Undertakings), Clause 20 (Intellectual Property

## 2.3 Contract Speed

- 2.3.1 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. [E]
- 2.3.2 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. [E]
- 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 the Vessel including air-conditioning and with the bow thruster in active mode. [E]
- The “typical house load of the Vessel” means the electrical load required to support the vessel under normal operation. The electrical load includes but is not limited to the air-conditioning service, bow thruster, lighting, navigation equipment and electrical appliances for daily crew activities. The house load shall not include electrical loading for emergency activities. [E]
- 2.3.3 At the contract speed of 25 knots, the Vessel shaft speed and torque is to be determined using a calibrated torque meter fitted at the propeller shaft immediately after the gearbox to validate the actual power delivered at not more than 100% MCR engine load measured at propeller shafts. This is to be carried out and witnessed to the satisfaction of the GNC officer(s). Calibration certificates for the torque meter are to be provided to and accepted by the GNC.
- 2.3.4 The guaranteed speeds prescribed above shall be achieved without porpoising or other dynamic instabilities. The propeller(s) shall match the engine profile to avoid cavitation.
- 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 Paragraph 2.3.1 of Part VII. [E]

## 2.4 Principal Dimensions

- 2.4.1 The Vessel shall comply with the following:

Length Overall (LOA):	30.0 metres to 35.0 metres (both figures inclusive and Fendering included)	[E]
Breadth (B):	6.50 to 7.50 Metres (Fendering Excluded)	[E]
Depth (D):	< 3.8 Metres	[E]
Maximum Draught (T):	< 2.50 Metres	
Air Draught (T <sub>AIR</sub> ):	< 14 Metres (Note - collapsible mast is acceptable)	
Vessel Height from Keel:	<16.50 Metres (Note - foldable/dismountable mast is acceptable)	

"Length Overall" means the distance between the foreside of the foremost fixed permanent structure and the aftside of the aftermost fixed permanent structure of the Vessel (transom) including fenders, but does not include waterjet system and out-fittings.

The Tenderer shall indicate the length overall of the Vessel in dimension scale in Preliminary General Arrangement Plan submitted according to Schedule 7 of Part V.

- 2.4.2 The lightweight of the Vessel, as defined in Paragraph 1.4.34 of the 2000 HSC Code, without the daughter boat onboard, is to be around 200 tonnes.