

Part V - Schedules

Table of Contents

1. Schedule 1 Price Schedule
2. Schedule 2 Delivery Schedule
3. Schedule 3 Payment Schedule and Retention Money
4. Schedule 4 Liquidated Damages for Certain Breaches of Contract
5. Schedule 5 Statement of Compliance
6. Schedule 6 List of Major Equipment to be Supplied
7. Schedule 7 List of Drawings and Information to be Submitted with the Tender
8. Schedule 8 Tenderer's Information
9. Schedule 9 Proposed Recognised Organisation
10. Schedule 10 Claim of Tenderer's Experience and Accreditations
11. Schedule 11 Excess Proposals
12. Schedule 12 Non-collusive Tendering Certificate
13. Schedule 13 Innovative Suggestions

Schedule 1 - Price Schedule

Supply of Five (5) Aluminium Alloy Harbour Patrol Vessels for the Marine 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 (HKD/USD)* (See Note 7)	Sub-Total Price
Five (5) Vessels in Ready for Use condition together with all Equipment in the quantities specified in Part VII - Technical Specifications which are to be installed on board of the Vessel in compliance with the Offered Specifications and all Work in respect of such Vessels to be performed in accordance with the Contract, and all Documentation including the As-Fitted Plans and Drawings, and Training.	Items 1 to 5 - Vessels Each item number stands for one Vessel	5 Vessels	Vessel Unit Price for one Vessel A ₁ =	A ₁ x 5 =
	Sub-Total for Items 1 to 5 A ₁ (i.e. Vessel Unit Price) x 5 =			
Part 2 - Spare Parts				
Description	Item (See Note 4)	Quantity (See Note 5)	Unit Price (HKD/USD)* (See Note 6)	Sub-Total Price
Spare Parts complying with the Offered Specifications	Item 6 - Electrically started, fresh water cooled Main Propulsion Engine (as proposed in Schedule 6)	2 Shipsets	B ₁ =	B ₁ x 2 =
	Item 7 - Electric Generating Set (as proposed in Schedule 6)	2 Shipsets	B ₂ =	B ₂ x 2 =
	Item 8 - Propeller (as proposed in Schedule 6)	2 Shipsets	B ₃ =	B ₃ x 2 =
	Item 9 - Reduction Gearbox for the Main Propulsion Engine (as proposed in Schedule 6)	2 Shipsets	B ₄ =	B ₄ x 2 =

	Item 10 - Propeller shaft (as proposed in Schedule 6)	2 Shipsets	$B_5 =$	$B_5 \times 2 =$
	Sub-Total for Items 4 to 10 $B_1 \times 2 + B_2 \times 2 + B_3 \times 2 + B_4 \times 2 + B_5 \times 2 =$			
Part 3 - Ship Model				
Description	Item (See Note 7)	Quantity	Unit Price (HKD/USD)* (See Notes 6 and 7)	Sub-Total Price
Ship Model in compliance with the requirements in Paragraph 10.2.8 of Part VII.	Item 11 - Ship Model (Scale 1:40)	3 Units	$C_1 =$	$C_1 \times 3 =$
	Sub-Total for Item 11 $C_1 \times 3 =$			
Total Purchase Price (i.e. The sum of the Sub-Total for Items 1 to 11 specified above):	(See Notes 4 and 6) $A_1 \times 5 + B_1 \times 2 + B_2 \times 2 + B_3 \times 2 + B_4 \times 2 + B_5 \times 2 + C_1 \times 3 =$			

Note 1: **A tender must offer to supply all the Items 1 to 11 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 5 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, 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, and (ii) any Excess Proposals in Schedule 11 (Excess Proposals) and any Innovative Suggestions in Schedule 13 (Innovative Suggestions) of Part V).

- 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.

* Delete as appropriate

Schedule 2 - Delivery Schedule

Item	Description	Delivery Date	Remarks
<u>First Delivery</u> Items 1 to 2	Vessel including all equipment as specified in Part 1 of Schedule 1, all in Ready for Use condition and delivered to the Government Dockyard.	Within twenty-two (22) months after the Contract Date	See the Notes below.
<u>Second Delivery</u> Items 3 to 5	Vessel including all equipment as specified in Part 1 of Schedule 1, all in Ready for Use condition and delivered to the Government Dockyard.	Within twenty-eight (28) months after the Contract Date	
Items 6 to 10	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 <u>Second Delivery</u> of Vessel (i.e. Items 3 to 5) as defined above	
Item 11	Ship Model as specified in Part 3 of Schedule 1 delivered to the Government Dockyard.	To be delivered to the Government together with the <u>Second Delivery</u> of Vessel (i.e. Items 3 to 5) stated above	

Note 1: The Delivery Date for Items 1 to 11 are essential requirements and are not subject to any counter-proposal.

Note 2: The Contractor shall provide the Government with fourteen (14) days advance notice in writing of Vessel's delivery.

Note 3: All the items described in Items 1 to 11 above shall be delivered to the Government Dockyard.

Schedule 3 - Payment Schedule and Retention Money

No.	Stages	Instalment Payment in Percentage	A portion of the Instalment Payment to be Retained by the Government
1.	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 propulsion system, hybrid 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 Instalment Payment to be Retained by the 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 6 to 10); and (b) Ship Model (Part 3 of Schedule 1 - Item 11)	One hundred percent (100%) of the price for the Items specified opposite based on the prices for these Items as specified in Parts 2 and 3 of Schedule 1 of Part V	Not Applicable

Note 1: Each of Instalments No. 1, No. 2 and No. 3 are “Optional Instalments”. Each of them is only payable where the Contractor has elected to receive the same by issuing an invoice to the Government upon the fulfilment of the other conditions specified in the second column of the relevant instalment. If the Contractor does not elect to receive an Optional Instalment by issuing an invoice within one month upon such fulfilment, such Optional Instalment will only become payable when 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 5) as specified in Part 1 of Schedule 1	<p>If the Contractor fails to deliver to the Delivery Location a Vessel and all Equipment thereon (including without limitation all Major Equipment specified in Schedule 6), by the Delivery Date stipulated in Schedule 2, all in Ready for Use condition, whether because of the Vessel or of any Equipment's failure to pass any part of the inspection, tests and trials in the Technical Acceptance or failure to comply with any requirement of the Contract (including without limitation the Offered Specifications, the Warranties or the Schedules), or even if such delivery has been made, but fails to procure and ensure that Vessel and all Equipment, thereon pass the Delivery Acceptance to the satisfaction of the Government by the same Delivery Date (a "Delayed Vessel"), the Contractor shall pay to the Government for each day or part thereof of delay for that Delayed Vessel an amount equal to 0.101% of the Vessel Unit Price.</p> <p>The aggregate amount payable by the Contractor in respect of each Delayed Vessel shall be capped at a maximum of 12.12% of the Vessel Unit Price.</p>
Part 2	The Spare Parts complying with the Offered Specifications (Items 6 to 10) as specified in Part 2 of Schedule 1 or the Warranty Spare Parts complying with the specifications set out in Paragraph 1.11 of Annex 1 to Part VII	Not applicable
Part 3	The Ship Model (Item 11) as specified in Part 3 of Schedule 1	Not applicable
Part 4	Innovative Suggestions as specified in Schedule 13	<p>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 "non-complied Accepted Innovative Suggestion") the Contractor shall, subject to Sub-clauses (b) to (d) of Clause 52 of Condition 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 Condition of Contract where applicable.</p>

Schedule 5 - Statement of Compliance

Item	Reference in the Tender Documents	Essential Requirements in Part VII	Compliance Statement (State here Yes or No)
1	Paragraph 2.4.1 of Part VII of the Tender Documents	The Contract Speed of the Vessel shall not be less than 20 knots at Beaufort wind scale number 0 to 2 when both marine diesel engines running at 100% MCR under Official Speed Trial Conditions as stated in Paragraph 1 of Annex 5 of Part VII and whilst observing the requirements further specified in Paragraph 2.4.2 of Part VII.	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.
2	Paragraph 2.4.3 of Part VII of the Tender Documents	The estimated engine propulsive power and characteristic curves of the Proposed Propulsion System for attaining the Contract Speed of the Vessel under the Official Speed Trial conditions as stated in Paragraph 1 of Annex 5 of Part VII, together with a descriptive account of the engineering principles and methodology employed for such propulsive power estimate and evaluation, shall be provided to GNC in Schedule 7 of Part V.	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.
3	Paragraph 2.5 of Part VII of the Tender Documents	Principal Dimensions General Requirements: - Mono-hull Length Overall: - 15.8 metres - 16.4 metres (both figures inclusive and fenders included) Length: - not greater than 15.0 metres	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.
4	Paragraph 2.6 of Part VII of the Tender Documents	Material of the Structure Material of Hull Structure: Marine grade aluminium alloy Material of Superstructure: Marine grade aluminium alloy	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.
5	Paragraph 2.8.2 of Part VII of the Tender Documents	Summary of Operational Hours / Range Number of hours/day: 10 hours/day Number of days/year: 345 days/year Endurance for fuel capacity: 10 hours without the need for refueling, includes: 2 hours at 100% MCR 4 hours at 15 knots and 4 hours at 5 knots (plus 10% margin for total fuel calculated in accordance to the number of hours mentioned above.)	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.

6	Paragraph 2.8.3 of Part VII of the Tender Documents	Total carrying capacity of the Vessel shall be 15 persons including 3 crew members and 12 officers.	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.
7	Paragraph 7.2.1 of Part VII of the Tender Documents	The Vessel shall be equipped with two (2) electrically started, fresh water cooled marine diesel engines (alternatively referred to as “main propulsion engines” or “main engines”) of adequate power for attaining the Contract Speed. The rating of the engines, as published by the manufacturer, shall support an annual operation profile of 3,450 hours (10 hours 345 days/year) taking into account of the speed profile as stated in Paragraph 2.4.1 of Part VII. The emission level of the two (2) marine diesel engine shall meet IMO Tier III emission requirements with or without NOx after-treatment.	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.
8	Paragraph 7.4.1 of Part VII of the Tender Documents	Two (2) electrically started, fresh water cooled diesel engines integral with alternating current alternator, of self-excited, brushless and ventilated type, shall be installed.	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.
9	Paragraph 10.3.1 of Part VII of the Tender Documents	The modular hybrid system shall work in Diesel Mode and Electric Mode as per Paragraph 10.1.2 of Part VII.	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.

Item	Reference in the Tender Documents	Specifications without Label in Part VII	Compliance Statement (State here Yes or No)
10	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 (including all Annexes) which are without any label (collectively, “Specifications without Label”) if the Contract is awarded to it.	Yes/No *

* Please delete the inapplicable part

Note:

- The Tenderer shall confirm compliance by stating “Yes” in the last column of the above table for each Item under the heading “Essential Requirements in Part VII” and “Specifications without Label in Part VII” in the table above, otherwise, subject to any clarification request which may be made by the Government, **its tender will not be considered**. In addition, to identify the relevant parts of the Tender to support the compliance

with the Essential Requirements in Part VII, the Tenderer should also provide a separate folder to contain supporting documents, data/information, brochure, etc. in sequence of the item numbers. Such supporting documents, data/information, brochure, etc. may be copied from the Technical Proposal submitted by the Tenderer.

Schedule 6 - List of Major Equipment to be Supplied

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

Major Equipment complying with the Offered Specifications to be installed on one Vessel	Information (Please provide details)
1. Electrically started, fresh water cooled Main Propulsion Engine complying with all requirements of Part VII including Paragraphs 7.2 and 7.3	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. Electric Generating Set complying with all requirements of Part VII including Paragraphs 7.4 and 7.5	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 Gearbox for the Main Propulsion Engine complying with all requirements of Part VII including Paragraph 7.7	Name of Manufacturer:
	Place of Origin:
	Model or Version name or number as advertised by the Manufacturer:
	Manufacturer specifications:

Major Equipment complying with the Offered Specifications to be installed on one Vessel	Information (Please provide details)
<p>4. Propeller complying with all requirements of Part VII including Paragraph 7.8</p>	Name of Manufacturer:
	Place of Origin:
	Model or Version name or number as advertised by the Manufacturer:
	Manufacturer specifications:
<p>5. Propeller shaft complying with all requirements of Part VII including Paragraph 7.8</p>	Name of Manufacturer:
	Place of Origin:
	Model or Version name or number as advertised by the Manufacturer:
	Manufacturer specifications:
<p>6. Stern tube complying with all requirements of Part VII including Paragraph 7.8</p>	Name of Manufacturer:
	Place of Origin:
	Model or Version name or number as advertised by the Manufacturer:
	Manufacturer specifications:

Major Equipment complying with the Offered Specifications to be installed on one Vessel	Information (Please provide details)
7. Steering Gear System complying with the specifications in Part VII including Paragraph 7.9	Name of Manufacturer:
	Place of Origin:
	Model or Version name or number as advertised by the Manufacturer:
	Manufacturer specifications:
8. Marine Radar (x-band) for navigation complying with the specifications in Part VII including Paragraph 9.7	Name of Manufacturer:
	Place of Origin:
	Model or Version name or number as advertised by the Manufacturer:
	Manufacturer specifications:
9. Navigation Electronic Chart Display and Information System complying with the specifications in Part VII including Paragraph 9.8	Name of Manufacturer:
	Place of Origin:
	Model or Version name or number as advertised by the Manufacturer:
	Manufacturer specifications:

Major Equipment complying with the Offered Specifications to be installed on one Vessel	Information (Please provide details)
10. Additional items , if any, to be used in conjunction with any of the above-mentioned Equipment in order to ensure that the above-mentioned Equipment will comply with the Offered Specifications specified in the Technical 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 9 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 9 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 Conditions 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) The quantities of a piece of major Equipment specified in the relevant paragraphs of Part VII, refers to the quantities to be installed on board of the Vessel. It does not cover the quantities required to be delivered as Spare Parts as specified in Schedule 1 of Part V. No Spare Part is required to be stored onboard the Vessel.

Schedule 7 - List of Drawings and Information to be Submitted with the Tender

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

Schedule 7 Table

Item	Paragraph number of Part VII	Information and documents to be submitted to prove compliance with the requirements in the paragraph(s) of Part VII specified in the second column (which is not necessarily an essential requirement)	To be completed by the Tenderer [see Paragraph (e) of this Schedule 7 of Part V, as above]
1	2.2.4	Preliminary General Arrangement Plan of the proposed Vessel (“Preliminary GA Plan”) to show compliance with the essential requirements specified in Paragraphs 2.5, 2.8.3, 7.2.1 and 7.4.1 of Part VII.	
2	2.4.1 and 2.4.3	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 20 knots with both main diesel engines running at 100% Maximum Continuous Rating to show compliance with at least the essential requirement in Paragraph 2.4.1 of Part VII.	
3	2.5	Preliminary lines plan together with Offset Table of the proposed Vessel.	
4	2.8.2	Fuel oil tank capacity calculations to show compliance with the essential requirement set out in Paragraph 2.8.2 of Part VII.	
5	3.5, 3.6, .3.7, 3.8 and 3.9	The preliminary stability information and calculation with the cross curves of stability, including damage stability for each compartment of the proposed Vessel.	
6	3.5, 3.6, .3.7, 3.8 and 3.9	Weight and centre of gravity prediction calculations with breakdowns for the proposed Vessel.	
7	3.5, 3.6, .3.7, 3.8 and 3.9	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 in its lightship, sea trial and full loaded conditions, noting the importance of the Vessel remaining trim and heel free during the operation required.	
8	2.6, 3.1 and 3.2	Preliminary Construction plans - covering midship, profile and deck, bulkhead of the proposed Vessel (“Preliminary Construction Plan”) including proposed material to be used to show compliance with the relevant requirements as specified in rules & regulation of RO proposed in Schedule 9 of Part V.	

Item	Paragraph number of Part VII	Information and documents to be submitted to prove compliance with the requirements in the paragraph(s) of Part VII specified in the second column (which is not necessarily an essential requirement)	To be completed by the Tenderer [see Paragraph (e) of this Schedule 7 of Part V, as above]
9	4.8.19	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.	
10	7.2.2	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.	
11	7.4.4	Preliminary electric load calculation.	
12	10.3.1	Hybrid system diagram.	
13	All relevant paragraphs of Chapter 8	Preliminary schematic layout drawings of electrical circuits.	
14	8.17	The specifications of the proposed solar panel system complying with the specifications specified in Paragraph 8.17 of Part VII including those information required in Schedule 6 of Part V required for a major Equipment.	
15	9.1.1 and 9.28.1	<p>Unless already provided in Schedule 6 of Part V, technical proposal for the Electronic Navigational Equipment (“ENE”), as listed in Paragraph 9.1.1 of Part VII and the proposed equipment, including but not limited to the following:</p> <ul style="list-style-type: none"> • Information including the technical details of the ENE listed in Paragraph 9.1.1 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 <p>The details of the Hong Kong agents for the equipment of the ENE listed in Paragraph 9.1.1 of Part VII.</p>	

Schedule 8 - Tenderer's Information

1. Particulars of Tenderer:

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

(k)	(whether the Tenderer is a company) a copy of the Memorandum (if any) and Articles of Association, Certificate of Incorporation, Certificate of Change of Name (if any) or equivalent documents issued by the authority of the place of incorporation of the Tenderer	Please attach if applicable.
(l)	(if the Tenderer is a company incorporated in Hong Kong or is registered as a non-Hong Kong company under the Companies Ordinance, Chapter 622 of the Laws of Hong Kong) a copy of the latest annual return filed with the Companies Registry and all subsequent filings since the latest annual return; or (if not) the equivalent documents issued by the authority of the place of incorporation of the Tenderer	Please attach if applicable.
(m)	if the Tenderer is a subsidiary, the name(s) and place(s) and date(s) of incorporation of its immediate and ultimate holding companies	
(n)	A certified extract of the Tenderer's board 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 if (a) (in the case of Paper-based Tendering), the signatory of the Offer to be Bound, or (b) in the case of Electronic Tendering using AAM, the person submitting the Tender, is not the sole proprietor or a partner (or a general partner in the case of a limited partnership) (as the case may be)	Please attach if applicable.
(o)	If the Tenderer is a joint venture, a copy of joint venture agreement	Please attach if applicable.
(p)	Telephone No.	
(q)	Fax No.	
(r)	Email address	

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

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

3. Tenderer's Shipyard Facilities

The Tenderer shall provide the following information regarding the shipyard and workshop facilities which will be used for performing the Contract. The shipyard and workshop facilities may belong to the Tenderer or to a proposed sub-contractor for the Contract or a joint venture party of the Tenderer.

- (a) Owner of the shipyard and workshop facilities.
- (b) Shipyard address and proposed construction site address for the Vessel if not same as the shipyard.
- (c) List of the workshop facilities such as lifting gear, hull construction and calibration equipment, machinery installation and calibration equipment and vessel launching or slipping facilities intended to be used for the construction of the Vessel, with detailed description and photographs.

The Tenderer shall also provide further information as necessary when requested by the Government at the tender evaluation stage.

4. Particulars of Tenderer's Sub-contractor

- (a) Name of Sub-contractor:
- (b) Address:
- (c) Telephone No.:

- (d) Fax No.:
- (e) Name of Person in Charge:
- (f) Email:
- (g) Brief Description of the Sub-contract Work:

5. Particulars of the Tenderer's Key Personnel

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

Schedule 9 - Proposed Recognised Organisation

The Tenderer shall provide details of the proposed Recognised Organisation which will be deployed for performing supervisory work in relation to the design and construction of certain parts of the Vessel as specified in the Technical Specifications:

(Note: Please refer to Clause 9.2 of Part II - Conditions of Tender and Paragraphs 1.5, **2.3** and other provisions of Part VII - Technical Specifications)

The Vessel

Name of the Recognised Organisation:	<i>[Please stated the name of the Recognised Organisation here.]</i>
Rules and regulations to be followed by the Contractor in performing the design and construction of the Vessel:	<i>[Please state the Rules, guidance, and standards issued by the RO named above for governing the design and construction of the Vessel.]</i>
Class notation:	<i>[Please state your proposed Notations, which shall meet the Offered Specifications.]</i>
Certification:	<i>[Please state whether a <u>Classification Certificate, or Certificate of hull construction or equivalent certificate subject to endorsement on satisfactory annual, intermediate and renewal surveys</u> will be provided on completion of the Vessel.]</i>

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

Schedule 10 - Claim of Tenderer's Experience and Accreditations

Part A - Requirements of Submissions

1. The Tenderer shall provide in the relevant table below information of 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 2.5 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 Basic Vessel 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 the completion of design and construction of mono-hull vessel(s) (marine grade aluminum alloy hull and superstructure) between 15 metres and 20 metres of Length Overall (LOA)* (both figures inclusive including fenders) capable of achieving a maximum speed of not less than 20 knots which was in service any time within the past ten (10) years prior to the Original Tender Closing Date in Hong Kong or any other part of the world (each a "Basic Vessel").

	Project name	Purchaser's name	Hull materials	LOA (m)	Maximum Speed (knots)	Contract Date (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 design and construction of vessel(s) which fitted with diesel engine(s) in compliance with IMO Tier III emission requirement with or without after-treatment (each a “Tier III Vessel”).

	Project name	Purchaser's name	Hull materials	LOA (m)	Maximum Speed (knots)	Contract Date (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.

1.3 Relevant project management experience of vessel design and construction specified in Assessment Criterion Part (B)(II) of Annex D - Marking Scheme to Part II.

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 No. 1	Project No. 2	Project No. 3	Project No. 4	Project No. 5	Project No. 6
Project Name						
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 the Accreditation which is valid for the 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 Arrangement	It is desirable that the design for the general arrangement (“GA”) of the proposed Vessel shows improvements over the Guidance General Arrangement Plan (as shown in Paragraph 2.1 of Part VII) (“Guidance GA Plan”) in the aspects specified in the third column opposite.	Habitability, taking into account factors including accommodation, noise, vibration, lighting, heating, ventilation and air conditioning is more enhanced than the Guidance GA Plan.	Yes/No * If Yes, please identify the part of the GA Plan achieving the feature specified in the third column opposite with annotation.
		More safe and efficient access for the movement of crew to different stations and compartments of the proposed Vessel than the Guidance GA Plan.	Yes/No * If Yes, please identify the part of the GA Plan achieving the feature specified in the third column opposite with annotation.
		The arrangement of fenders gives even better protection to the hull structure than the Guidance GA Plan.	Yes/No * If Yes, please identify the part of the GA Plan achieving the feature specified in the third column opposite with annotation.
		More effective arrangement of the spaces for storing and securing the equipment than the Guidance GA Plan.	Yes/No * If Yes, please identify the part of the GA Plan achieving the feature specified in the third column opposite with annotation.
		More effective arrangement of the floodlights, mooring and anchoring than the Guidance GA Plan.	Yes/No * If Yes, please identify the part of the GA Plan achieving the feature specified in the third column opposite with annotation.
(A) (II) Operational Aspects			
(a) Control Console Design	It is desirable that the preliminary control console design of the proposed Vessel submitted under Item 9 of Schedule 7 (List of Drawings and Information) of Part V fulfills the features specified in the third column.	There is/are design feature(s) which facilitates the coxswain to receive navigational information generated by Electronic Navigation Equipment more easily. One (1) mark shall be awarded	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.

		<p>for each design feature, up to three (3) marks.</p>	
		<p>There is/are design feature(s) which facilitates the coxswain and other navigational crew to control the offered Vessel more easily. One (1) mark shall be awarded for each design feature, up to three (3) marks.</p>	<p>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.</p>
		<p>There is/are design feature(s) which facilitates the engineer to monitor the operation data for the control of the main engines, electric generating sets and fire pump more effectively. One (1) mark shall be awarded for each design feature, up to three (3) marks.</p>	<p>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.</p>
		<p>There is/are one or more design feature(s) consolidating navigation information for the reference of the coxswain and other navigational crew, e.g. Navigation Electronic Chart Display and Information System display shall also be used for the display of radar, radar tracked target information, Automatic Identification System and other appropriate data layers, with a view to enhance route monitoring. One (1) mark shall be awarded for each design feature, up to three (3) marks.</p>	<p>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.</p>

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

Reference in the Tender Documents	Desirable Specifications in Part VII	Compliance Statement (State here Yes or No)	Description, specifications and details of the proposals complying with the Desirable Specifications
Part VII	Should it elect to do so, the Tenderer may confirm that it will comply with all or any specifications set out in the Technical Specifications which are labelled [D] if the Contract is awarded to it other than those already specified above concerning the Excess Proposals.	Yes/ No * Please identify the Paragraph of Part VII containing such desirable specifications.	

* Please delete the inapplicable part.

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.

Schedule 12 - Non-collusive Tendering Certificate

Supply of Five (5) Aluminium Alloy Harbour Patrol Vessels for the Marine Department

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

Dear Sir / Madam,

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

Non-collusion

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

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

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

Disclosure of subcontracting

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

Consequences of breach or non-compliance

5. I/We understand that in the event of any breach or non-compliance with any representations, warranties and/or undertakings in this certificate or in Clause 34.1 of Part II - the Conditions of Tender, the Government may exercise any of the rights under Clauses 34.3 to 34.5 of the Conditions of Tender in Part II, in addition to and without prejudice to any other rights or remedies available to it against me/us.

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

Signed by the Tenderer /

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

Name of the authorised signatory :
(where applicable)

Title of the authorised signatory :
(where applicable)

Date :

Schedule 13 (Innovative Suggestions)

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

Tenderers shall provide details of its proposed Innovative Suggestions¹ 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 No	Pro-innovation Proposals ²	The output to be produced upon carrying out of the Pro-innovation Proposal ³	Brief description of the benefits/positive values to be brought about ⁴	How to carry out	Supporting documents (if any)
1	<p>Green Technologies</p> <p>The Tenderer is encouraged to propose effective and practical Pro-innovation proposal(s) making use of equipment deploying green technologies to maintain the hulls and their structures in sound and clean condition.</p>				

¹ 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.

² 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.

³ 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.

⁴ The Marking Scheme stipulates a list of benefits and/or positive values which a Pro-innovation Proposal shall bring about (viz, Green Technologies, Wheelhouse Visibility and Winch and Davit for Wreck Buoy), 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.

2	<p>Wheelhouse Visibility</p> <p>The Tenderer is encouraged to propose effective and practical Pro-innovation proposal(s) to allow the coxswain to have a better visibility outside the wheelhouse with no blockage around, to enhance safe navigation.</p>				
3	<p>Winch and Davit for Wreck Buoy</p> <p>The Tenderer is encouraged to propose effective and practical Pro-innovation proposals to operate the winch and davit for the recovery of wreck buoy than that specified in paragraph 4.26.2 of Part VII.</p>				

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

Item No	ESG Proposals⁵ (E) for environmental protection or sustainability (S) for social responsibility (G) for governance	Brief description of the /benefits/positive values to be brought about⁶	How to carry out	Supporting documents (if any)

Name of Tenderer in English (in Block Letters): _____

⁵ 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/

⁶ Please see footnote 4 above.